10-50-1072B

PROFESSIONAL SERVICES AGREEMENT

for

Debt Collection Services

BETWEEN

COOK COUNTY GOVERNMENT

AND

Harris & Harris Ltd.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 27 2011

COM_____

Contract for Debt Collection Services
Between the
County of Cook on Behalf of the Cook County State's Attorney's Office
And
Harris & Harris Ltd.

Part I. Contract

This contract is entered into between the County of Cook, Illinois, a body corporate and politic, ("County") on behalf of the Cook County State's Attorney's Office ("SAO") and Harris & Harris, Ltd., an Illinois corporation, ("Contractor") as of the date approved by the Board of Commissioners of Cook County.

Whereas the Cook County State's Attorney has the statutory duty to prosecute all forfeited bonds and recognizances, and all actions and proceedings for the recovery of debts, revenues, moneys, fines, penalties and forfeitures accruing to the County; and

Whereas, the use of a professional collection firm to attempt to collect such sums prior to instituting costly legal proceedings is in the best interests of the County; and

Whereas Contractor is an experienced collection firm who desires to provide such services to the SAO; and

Whereas the County and SAO desire to retain Contractor to provide such services;

NOW THEREFORE, for sufficient and valuable consideration, the adequacy of which each party acknowledges, the parties agree as follows:

A. Scope

This Contract is for a full range of professional debt collection services, including, when authorized, filing actions in court to collect such debts, on behalf of the SAO and other County departments, agencies and elected officials. Such services are for the collection of a variety of debts owed to the County incurred through various County departments, agencies and officials.

Such services shall consist of activities such as initial and follow-up contacts with the debtor, tracing debtors, negotiating payments when authorized, documenting collection efforts, providing real-time and other reports; promptly depositing payments received and, when voluntary collection efforts have been unsuccessful, the advisability of pursing actions in court or by other legal means. All of the aforesaid activities shall be in full and complete conformance with federal and state laws governing debt collection activities and performed in a professional and respectful manner.

If litigation is authorized, Contractor shall provide trained, licensed and competent attorneys who will be considered for appointment as Special Assistant State's Attorneys and if so appointed, will bring appropriate actions in a court of law or through other lawful means to collect debts owed. As representatives of the SAO, all litigation activities will be conducted in a professional manner and in conformance with applicable policies and procedures of the SAO.

In addition to the requirement set forth herein, various departments, agencies or elected officials may have special requirements as set forth in exhibits to this Contract. Contractor will conform to such special requirements in providing the debt collection services required by this Contract.

B. Contract term

The Effective Date of this Contract shall be the date on which the Cook County Board of Commissioners authorizes execution of this Contact, provided that the Contractor has executed the Contract prior thereto. Upon the Effective Date, the Contractor shall commence the provision of Services for a term of thirty-six (36) months thereafter. Thereafter, the parties may mutually agree to extend this Contract, subject to the prior authorization of the Cook County Board of Commissioners and to a written agreement of the terms that shall be applicable during the period of such extension.

C. Payment

Payment to Contractor by the County shall be as set forth in Part III, Special Conditions, Section F, Contractor Compensation, which payments shall be Contractor's sole compensation from the County for the Services provided under this Contract. Contractor shall not be entitled to

any additional compensation for its costs, of whatever nature or kind, of providing the services pursuant to this Contract.

D. Contract Documents

THIS CONTRACT INCORPORATES THE FOLLOWING DOCUMENTS:

- PART I: CONTRACT FOR DEBT COLLECTION SERVICES
- PART II: GENERAL CONDITIONS
- PART III: SPECIAL CONDITIONS
- Exhibits 1 and 2: Referring Agency Special Conditions
- Attachment A
- Economic Disclosure Statement

E. Order of precedence; complete agreement

The contract documents are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the documents specified in Section D, Contract Documents, above, the order of precedence of the documents shall be as follows:

(1) Part I, Contract For Debt Collection Services
(2) Part III, Special Conditions
(3) Part II, General Conditions
(4) Exhibits
(5) Attachments
(6) Economic Disclosure Statement

The parties agree that this Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter thereof.

F. Definitions

Unless otherwise defined, the following terms are defined as set forth herein.

Contractor shall mean Harris & Harris, Ltd., and/or its attorneys appointed as Special Assistant State's Attorney.

Department shall mean an organizational unit of the County which may refer debts to

Contractor.

Office shall mean the office of an independently elected County official which may refer debts to Contractor.

Referring Agency shall mean the Department or Office which has referred a debt to Contactor.

Debt shall mean an amount of money lawfully owed to the County, regardless of the reason or matter which resulted in the debt being incurred.

Account shall mean a deft which has been referred to Contractor for collection pursuant to the terms of this Contract.

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 assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld in the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein 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.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

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 Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-03 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is

performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables 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 Deliverables have been rejected.

GC-04 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-05 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-06 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-07 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal

Retailers' Occupation Tax do not apply to Deliverables 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-08 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-08, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-09 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-10 DISPUTES

Any dispute arising under the Contract between the County and 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 Director of the Using Department. 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. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. 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-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty,

where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.
In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

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-12 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the 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 upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-14 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-15 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. Modifications and amendments which individually or cumulatively result in additional cost of $25,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than $25,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-14, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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 provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, 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 Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting

the requirements of this Contract.

GC-17 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. Contractor shall assign only qualified individuals to the performance of its responsibilities under this Contract. Contractor warrants that at all time relevant to this Contract, it and its personnel and subcontractors shall be eligible to participate in federally funded programs including, but not limited to, Medicaid and Medicare. To the extent that Illinois law requires that any person providing service under this Contract pass a criminal background check, Contractor shall secure such background check. Contractor shall not assign any individual to the performance of duties under this Contract if the individual fails the required criminal background check.

The Contractor shall provide the Director of the Using Department with a list of all personnel who will visit County facilities and shall include with such list the names of all "key Contractor personnel" who will be primarily responsible for performing Contractor's obligations under the Contract. The list shall include the specific assignments and qualifications of each person named. With the exception of removals which are due to resignation or illness, Contraetor shall not remove "key personnel" from assignment under the Contract without first obtaining the County's consent. Contractor shall not limit the ability of Contractor personnel to work for the County following the termination or expiration of this Contract. The Director may at any time request, in writing, that the Contractor remove any of the Contractor's assigned personnel and forthwith furnish to the County other aeceptable 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-18 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 Certifications 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. <u>POLICY AND GOALS</u>

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.

GC-20 MATERIAL DATA SAFETY SHEET

As required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

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). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the applicable Referring Agency and shall execute the Referring Agency's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

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

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

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

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables 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 commencement of the Contract will be considered experimental.

GC-28 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 at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained

from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages 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 by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. 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 Purchasing Agent.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the 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 to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such 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.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor 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 Contractor 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, Contractor 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)(I)(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-31 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 to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in 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-32 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-33 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-34 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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 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-35 CONTRACT INTERPRETATION

Except where the context clearly indicates otherwise, the masculine, feminine and neuter gender shall be deemed to include the others. 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-36 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

Part III SPECIAL CONDITIONS

Except as modified by Referring Agency Exhibits, Contractor shall comply with the following:

A. Personnel

1. Contractor shall assign sufficient trained, experienced, qualified and, if required, licensed, personnel to perform the services required pursuant to this Contract.
2. Contractor shall have and shall utilize initial and in-service training programs to assure compliance by its employees with applicable laws and company policies. Contractor shall ensure that any sub-contractors it utilizes has and uses such training programs for sub-contractor's employees.
3. Contractor shall assign to each Referring Agency an individual who will be the liaison between that Referring Agency and the Contractor during the term of the Contract.
4. Contractor shall assign an individual who will be the liaison between the SAO, as the contracting entity, during the term of the Contract.
5. Contractor shall have fraud-management or awareness training programs and policies and procedures that comply with applicable Federal and State law.
6. Contractor shall verify that its employees have received Fair Debt Collection Practices Act (FDCPA) training.
7. Contractor shall ensure that all collection activities are performed in a professional and respectful manner. No harassment, verbal abuse, or compromising the rights of the debtors will be tolerated and may result in recalling the debt and cancellation of the contract.
8. Contractor's contract manager(s) will also be available for occasional meetings. Scheduled meetings, which may involve travel, will be at the expense of the Contractor.
9. Contractor shall have employees dedicated to the collection of the Referring Agency's referred Accounts during the term of the Contract.
10. The Contractor shall provide to the Referring Agencies a list of key personnel, and their designated assignments, who will be assigned to this Contract. The SAO may at any time request, in writing, the removal of any of assigned personnel of Contractor for cause and

the Contractor shall forthwith furnish other acceptable personnel within ten (10) business days of notification.

11. The Contractor shall designate a project leader who resides locally and shall be assigned for the duration of the Contract. The project leader must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the project's objectives and requirements.
12. The project leader shall be responsible for communicating all project related affairs to the management of the County and Referring Agencies. The project leader shall work closely with the County and Referring Agencies to reach mutual agreement on key activities, milestones, and tasks that must be reported by the project leader.
13. Contractor shall have access to locally based, licensed, trained and competent legal counsel for litigation or other legal action to collect a debt.

B. Policies and Procedures

1. Within thirty (30) days of the Effective Date, Contractor shall prepare and submit for approval an implementation plan setting forth the details of how they will implement the services required pursuant to this Contract. Contractor will consult with the Referring Agencies identified as of the Effective Date to determine if modifications to the plan need to be made to accommodate the particular needs of a Referring Agency.
2. Contractor shall have the ability to perform accurate skip-tracing of debtors and shall utilize that process when necessary.
3. Attachment A, attached hereto and incorporated herein, shall set forth the process for debt recovery that Contractor will utilize prior to and beyond the initial 120 day period, including flow charts of your processes from receipt of a referral to conclusion. Such process shall be modified as necessary to meet the needs of a particular Referring Agency.
4. Except as authorized by the Referring Agency, debtor information will not be shared with any third parties other than standard credit reporting agencies.
5. Contractor shall not negotiate a payment plan with a debtor unless authorized by the Referring Agency and pursuant to the payment plan guidelines provided by the Referring Agency.

6. Contractor shall have a process for identifying, correcting, and eliminating duplicate contacts for the same Account.
7. Contractor shall have performance metrics that are periodically tracked by Referring Agency and in the aggregate and that shall be reported on a monthly basis.
8. Contractor shall have no limitations on the number of contacts (whether written, telephonic or email) that can be processed daily on referred Accounts.
9. Contractor shall have no limitations on the number of the remittances that can be processed daily or contained in a batch on referred Accounts.
10. Contractor shall have sufficient and appropriate security measures in place to prevent unauthorized user access to Contractor's system and data and to protect Internet transactions including the data encryption methods that meet ongoing industry standards.
11. Contractor shall have business continuity and disaster recovery plans that meet generally accepted industry standards that include data redundancy, off site data storage, and backup processing capabilities.
12. Contractor shall have policies and procedures to ensure that:
    a. Customer contacts are handled appropriately and professionally
    b. Accurate and timely information is always provided to Referring Agencies
    c. Processes are in place for recording and resolving customer complaints
    d. Service options are available for limited English proficiency clients. Customers include, but are not limited to, Spanish, Polish, and Hindi speaking populations.
13. Contractor shall have the capability to provide the following, the utilization of which will be at the discretion of a Referring Agency:
    a. Cash Advance
    b. Right Party Contact
    c. Pay by Web
    d. Pay by Phone
    e. Point-of-Sale Cashiering
    f. Predictive dialing
    g. Interactive Voice Response System
    h. Automated Call Distribution
    i. Automated phone and address updates

j. Online internet skip tracing
k. Online payment processing database
l. Automated Correspondence
m. Notice generation and management
n. Installment payment plans
o. Credit Bureau Reporting
p. License suspension and release
q. Tax and lottery intercept program
r. Hearing scheduling/disposition
s. Wage Assignments
t. Audit/Accounting
u. POS and Web transactions
v. Credit card payment processing
w. Gross settlement utilizing the Automated Clearing House (ACH) to the account specified for all payment and credit records processed

14. If explicitly authorized by the Referring Agency, Contractor shall have deferred, installment, or recurring billing programs
15. If permitted by law, Contractor shall have procedures for working with the Illinois Department of Revenue for revenue recapture activities.
16. Contractor shall have appropriate cash handling and control policies and procedures.
17. Contractor shall have the ability to process multiple accounts from the same debtor.
18. Contractor shall have policies for determining when voluntary collections efforts on an Account appear be unsuccessful and recommendations as to whether such Account is a bad debt or should be pursued by litigation.
19. Contractor shall have the ability to use different methods for calculating penalties and interest on notices sent out.
20. Acknowledge receipt of an Account to the Referring Agency within two (2) business days.
21. Mail initial notices to the debtor within five (5) business days of receipt of an Account from an Referring Agency.
22. Initiate initial telephone contact with the debtor within five (5) business days of receipt of

an Account from a Referring Agency.

23. Send up to three (3) written notices within ninety (90) days of receipt of an Account, unless payment is received or the debt is otherwise resolved within the terms of this Contract.
24. Make at least four (4) telephone contacts within ninety (90) days of receipt of an Account, unless payment is received or the debt is otherwise resolved within the terms of the contract.
25. Generate billing notices
26. Accept online payments.
27. Contractor shall establish a link on a Referring Agencies website which that will transfer the viewer to the Contractors website.
28. File liens in court when authorized.
29. Reconcile payments that have been received directly by the Referring Agency to the referred Account.
30. Deliver documents to a Referring Agency by courier on an agreed upon timeline.
31. Inform and train Referring Agency staff to handle customer service calls once initial notices are sent.
32. Send checks, money orders, cashier checks or other similar payments made payable to the County or a Referring Agency within two (2) business days of receipt along with information on the Account for which such payment was received.
33. Send notices to the debtor stating the account has been satisfied and closed
34. Process unscheduled recurring payments of varying dollar amounts.
35. Accept paper or electronic Account referrals from a Referring Agency.
36. Provide an XML web service gateway, or an HTTP POST gateway.
37. Retry failed payments that are not the result of invalid customer information.
38. Support timeout reversal and void requests.
39. Provide 24 hour/ seven days-a-week/ 365 days-a-year support for all system support via an 800 number.
40. Provide 24 hour network monitoring.
41. Have systems that are fully PCI, DSS, CISP, SDP, and where applicable, PABP compliant and be able to show proof of such compliance/certification.

42. Be responsible for loss of or the compromise of the security of all Account data in its possession, including credit, debit and similar account information, and shall notify debtors when security is compromised and recreate transactions when data is lost.
43. Contractor shall cease collection activities on cases in which the debtor files a Petition for Bankruptcy and notify the Referring Agency of such.
44. Contractor shall be responsible for all costs of interfaces/integration to County and/or Referring Agency systems.
45. Contracted agencies will be doing business in Cook County for the purpose of the County Home Rule tax laws and provisions and shall abide by all statues and ordinances regulating such, e.g. Uniform Penalties, Interest and Procedure, Cook County Home Rule Taxes.
46. If an amount is disputed by a debtor, Contract shall promptly refer that dispute to the Referring Agency for its review.
47. Contractor shall only accept money orders, cashier or certified checks or credit card payments from debtors with a history of issuing NSF checks. Referring Agencies will cooperate with Contractor with respect to debtors for whom it has experience with NSF checks.
48. Contractor shall promptly contact the Referring Agency in all instances that require the Referring Agency's approval or decision.
49. A Referring Agency is not prohibited from accepting direct payments from the debtor. The Referring Agency will notify Contractor of the receipt of such payment.
50. All activities of Contractor in the collection of a referred debt shall be conducted in compliance with all applicable Federal, State or local laws, ordinances and regulations. Contractor shall have in place during the term of this contract appropriate policies and procedures to ensure that such statutes, laws, ordinances and regulations are followed.
51. No referred Accounts shall be returned without the Referring Agency's permission. When a request to return an Account is made, Contractor shall provide the Referring Agency with a report showing all collection activities conducted and the reason for the request to return the Account.
52. Contractor shall make all reasonable efforts, within the authority granted by the Referring Agency or the State's Attorney's Office, to collect on all Accounts referred.

53. A Referring Agency reserves the right to recall any referred Account. Such determination is solely that of the Referring Agency. Contractor shall return a recalled Account to the Referring Agency at no cost and in the manner prescribed by the Referring Agency within thirty (30) days of receipt of the written notice of recall. A recalled Account may be referred again to the Contractor, or another Contractor, at the discretion of the Referring Agency.
54. Contractor shall be responsible for refunding any payments or other monies collected in error and not remitted to the Referring Agency. Such refunds shall be made within fifteen (15) days of the determination that the payments or other fees were collected or received in error.
55. All correspondence to debtors concerning a debt that resulted from a court matter must include the court location and court case number.
56. Contractor shall provide a toll free telephone number for communication with a Referring Agency.
57. Contractor shall maintain a current Collection Agency Occupational License(s) required by the State of Illinois and any other licenses for it to provide the services pursuant to this Contract.
58. Contractor shall have an employee fidelity bond in effect for the term of this contract plus one hundred and eighty (180) calendar days after its termination or expiration in the amount of $1,000,000.00 against loss through failure by Contractor or its employees or agents to remit to the Referring Agencies all monies due. This bond will be in a form approved by the County. The surety company shall be authorized to do business in Illinois and will be a company approved and licensed by the Illinois Commissioner of Insurance.
59. The Contractor will develop the right methodologies, tools, and procedures essential to system testing. The minimum requirements for testing plan include, but are not limited to, the following items:
    a. Overview and introduction of system features and functions.
    b. Outline of testing strategy.
    c. Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).

d. Identify any systems function that will be tested.

e. Description of the level of detail for test cases and scripts for all testing phases, including end-to-end testing.

f. Sources of tests data and description of how the data will be prepared.

g. Description and technical information for any special equipment required with the system.

h. Description of the procedure for tracking the resolution of any problems encountered during testing.

i. Description of the criteria that will be used to determine whether tests have been satisfactorily passed.

60. Contractor's collections method and plan to be implemented shall be subject to the approval of the Referring Agency.

61. Contractor shall be authorized to pursue collection matters on referred Accounts until collection has been effected or after six months of collection efforts have resulted in no payment on the referred Account at which time Contractor shall recommend to the Referring Agency that the Account is uncollectable or that legal action should be considered. Notwithstanding the above, the Referring Agency has the discretion to authorize the contractor to pursue collection efforts beyond six months as it deems necessary.

62. Contractor shall confirm or update the address and phone numbers of debtors prior to collection mailings which shall include instruction for debtors on payment procedures.

63. Contractor shall follow accepted principles of ethical debt collection practices and comply with all applicable laws relative to the collection of debts including the Illinois Fair Patient Billing Act, 210 ILCS 88/1, *et seq.,* the Federal Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, *et seq.,* the Illinois Collection Agency Act, 225 ILCS 425/1 et seq., and the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/1 et seq. and any applicable Federal laws.

64. All collections activity shall comply with Referring Agency requirements with respect to any previously agreed upon payment plans pursuant to Section 30 of the Illinois Fair Patient Billing Act and/or in settling an account for less than face value, when authorized.

65. No action to collect any debt will be undertaken by the Contractor until it receives written

authorization, when applicable, from the Referring Agency which states that the conditions for pursuing collection actions pursuant to Section 30 of the Illinois Fair Patient Billing Act have been complied with by the applicable Referring Agency.

66. Each Referring Agency and the SAO shall provide to Contractor, in writing, their respective policies and procedures with respect to collection activates and authorizations for such activities.
67. Contractor shall comply with all applicable provisions of the Health Insurance Accountability and Portability Act and regulations promulgated there under and shall require all persons providing services on its behalf to so comply. Contractor shall enter into a business associate agreement prior to undertaking to perform any debt collection services.
68. For applicable referred Accounts, Contractor shall follow all of the criteria for allowable bad debt as described in 42 CFR 413.89(e) and section 308 and 310 of the Provider Reimbursement Manual (CMS Publication 15-1) According to these criteria, Contractor must establish that reasonable collection efforts were made. Contractor must establish that the debt is uncollectible when claimed as worthless and use sound business judgment to establish that there is no likelihood of recovery at anytime in the future.
69. Contractor shall provide collection notes compatible with the Referring Agency's technical specifications.
70. Debtor service phone calls are required to be recorded and documentation of all conversations/events shall be maintained.
71. Contractor will provide the County a monthly report with a cumulative list of debtors who are seeking bankruptcy protection via the courts.
72. Contract shall establish a protocol with the State's Attorney's Office regarding post lien liquidation, seizure or forfeiture of property or other matters requiring court action.
73. On a limited basis the Contractor may be requested by a Referring Agency to assist it to ascertain a current address in order to bill properly when initial bills have ambiguous or errant addresses.
74. Collection agency will be responsible for finding responsible officers and directors prior to collection agency officially beginning collection activity.
75. The Contractor will also notice those parties of a forthcoming Administrative Hearing if

this service is requested and the request is made in writing.

C. Reports

1. Contractor shall have the capability to permit a Referring Agency to access in real time any Account it has referred and be able to review all activities that have occurred on the Account since referral.
2. Contractor shall be able to retrieve Account information by Referring Agency and in the aggregate.
3. Contract shall make available reports in real-time, on line and in hard copy, which contain at least the following information:
   a. Referral acknowledgements
   b. Account activities
   c. Account statuses / aging receivables
   d. Remittance
   e. Returned debt
   f. Detail and Summary
   g. Paid Accounts

   Such reports will be provided in a form, format and frequency as required by a Referring Agency.
4. In addition to the reports referred to in C (3) above, Contractor shall provide Referring Agencies with other reports as requested.
5. Send detailed monthly reports on payment information that are still outstanding.
6. Within 15 days of the end of each month, Contractor will provide each Referring Agency with a summary report of any complaints it has received during the month being reported on. The summary shall include the date the complaint was received, name of the complainant, the nature of the complaint, the status of the complaint and if closed, the resolution. A complaint will be reported each month until it is closed. Upon request of a Referring Agency, Contractor shall provide the Referring Agency wth more detailed information regarding a complaint, including copies of any communications from or to complainant or Contractor.
7. The Contractor shall provide an Account reconciliation report to the Referring Agency

within ten (10) days of receipt of the Account.

8. At the same time that monies have been remitted as set forth in Section H Remitting Monies To County, a report shall be provided to each Referring Agency, in electronic or printed form at the discretion of the Referring Agency, which will provide information as requested by the Referring Agency s concerning the Accounts for which monies have been remitted.

D. Litigation

1. Contract shall not engage in litigation without express authority from the State's Attorney's Office.
2. Contractor shall utilize involuntary collection activities when authorized by the Referring Agency. Involuntary collection activities may include litigation, foreclosure, wage garnishment, levy and forfeiture proceedings to collect outstanding debts.
3. Involuntary collection activities may be performed by attorneys of or retained by Contractor, provided that the SAO agrees to appoint the attorneys who shall pursue such actions as Special Assistant State's Attorneys.
4. Subject to such appointment as a Special Assistant State's Attorney, the Agency shall be authorized to initiate appropriate legal action on referred Accounts for collection, to execute on judgments relating to such matters and to undertake any other appropriate efforts necessary to collect on the referred Accounts. Contractor's attorneys must comply with all requirements and directives of the SAO in acting as a Special Assistant State's Attorney.

E. Referring Agency Technical Specifications and Requirements

Contractor's information system shall be compatible with the following:

1. Cook County Department Of Revenue & Bureau Of Administration

Shall import and export text file from Mainframe 3270 Passport.
Shall import and export to Assessment & Registration System.
Shall upload a Microsoft Excel© file from the Secretary of State.
Shall send payment and transaction information to be uploaded to an iNovah cashiering system and/or J.D. Edwards financial management information system and Assessment & Registration System.

2. Clerk Of The Circuit Court

Contractor's information system shall be fully compliant with all current Clerk of the Circuit Court systems including the following:

Integrated Cashiering and Security System (I.C.S.S.) iNovah
Mainframe legacy systems
Clerk of the Circuit Court Website
Cook County Wide Area Network (W.A.N.)

3. County Clerk –Through The States' Attorney

Electronic payment transfers shall be compatible with Microsoft Dynamics Great Plains application.

4. Cook County Health And Hospital System

File formats shall be compatible with the SMS Invision Patient Accounting System.

F. <u>Contractor Compensation</u>

1. Contractor shall receive no fee for any payments received from a bankrupt estate.
2. Where permitted by statute or ordinance, debtor shall be pay all costs of collection and the Referring Agency shall not owe Contractor any fee on such an Account. The fee that Contractor shall be permitted to charge debtors shall be mutually agreed between the parties.
3. To the extent there is an Illinois law that permits a debtor to be charged costs for collection, the Contractor shall charge the debtor the maximum amount permissible by law and will remit to the appropriate County agency the difference between the amount allowed to be charged the debtor and the amount the Contractor has contractually agreed to receive as its fee.
4. The Referring Agency shall owe no fee on recalled Accounts on which no payment has been received.
5. If a debtor pays their Account directly to Referring Agency within ten (10) days of the date the Account is referred to Contractor, Contractor shall not be entitled to any fee from the County for that Account.
6. Contractor shall invoice the County monthly with each invoice showing the gross amount remitted to County for the period of time covered by the invoice and the fees Contractor

is invoice for the same time period. County may require that the invoice be accompanied by other information. After County determines that the amount claimed by Contractor is correct, County shall pay the invoice.

7. In those instances in which the debtor will not be charged for the costs of collection, Contractor shall be permitted to invoice the County a percentage of the amount remitted to County as set forth herein:

Countywide Debt Collection Services Pricing Table

County Agency	Year	Special Condition if Applicable	Rate	Dollar Amount
Department of Revenue	1		17.25%	$17.25 per $100 collected
	2		17.25%	$17.25 per $100 collected
	3		17.25%	$17.25 per $100 collected
Bureau of Administration	1		17.25%	$17.25 per $100 collected
	2		17.25%	$17.25 per $100 collected
	3		17.25%	$17.25 per $100 collected
		Note: See Alternative Pricing Table 1.2 If Harris & Harris Retains 100% of Clerk of the Circuit Court Placements		
Clerk of the Circuit Court	1	Fee quoted is net, equates to a 20.85% add-on	17.25%	$20.85 per $100 debt + add-on fee
	2	Fee quoted is net, equates to a 20.85% add-on	17.25%	$20.85 per $100 debt + add-on fee
	3	Fee quoted is net, equates to a 20.85% add-on	17.25%	$20.85 per $100 debt + add-on fee
Office of the Sheriff	1		17.25%	$17.25 per $100 collected
	2		17.25%	$17.25 per $100 collected
	3		17.25%	$17.25 per $100 collected
Office of the States' Attorney	1		17.25%	$17.25 per $100 collected
	2		17.25%	$17.25 per $100 collected
	3		17.25%	$17.25 per $100 collected
Health and Hospital System	1		17.25%	$17.25 per $100 collected
	2		17.25%	$17.25 per $100 collected
	3		17.25%	$17.25 per $100 collected

Table 1.1, Countywide Debt Collection Services Pricing Table

G. Remitting Monies To County

1. Remittance of monies received by Contractor pursuant to this Contract shall be made by wire transfer to County.
2. Each Monday, Contractor shall remit to County monies received by Contractor during the immediately preceding seven (7) days.
3. All monies received by Contractor, except for fees Contractor is permitted by County to charge the debtor, shall be remitted to County.
4. With respect to monies received by Contractor for debts owed to the County, Contract shall not make any deductions for any reason, including but not limited to credit card charge backs.

H. Transition at Termination or Expiration

1. Termination. If this Contract is terminated as set forth herein, Contractor shall provide SAO with a complete and detailed report of all referred Accounts as of the date of notice of termination. In addition, Contractor shall cease all collection activities as of that date. Contractor shall cooperate with SAO in scheduling the return of the referred Accounts to the Referring Agencies in an orderly and timely fashion. Any communications received from debtors on Accounts that had been referred to Contractor shall be forwarded to the appropriate Referring Agency. If Contractor has in place any payments plans for debtors at the time of the notice of termination, Contractor shall continue to remit such payments to and invoice County pursuant to the terms set forth herein until all such payment plans have been fulfilled.
2. Expiration. Sixty (60) days prior to the expiration of this Contract, the parties shall meet and develop a transition plan which shall include, but not be limited to, how payments and fees subsequent to the expiration are to be handled.

I. Miscellaneous Provisions

1. Non-exclusivity. SAO reserves the right to enter into other contracts for the debt collection services. SAO does not guarantee that Contractor shall receive any minimum number of referred Accounts. If more than one contract for debt collections services is entered into, referral of Accounts to a particular contractor is solely at the discretion of the Referring Agency.
2. Contractor shall provide all labor and materials including, but not limited to, office space, equipment, and software needed to provide the services pursuant to this Contract.
3. Contractor shall not use the name Cook County, County of Cook or any variation thereof nor the name, or any variation thereof, of any Referring Agency nor the seal or emblem of Cook County or any Referring Agency with the permission of the County or the Referring Agency.

Exhibit 1

Cook County Health and Hospitals System
Special Requirements

Following are special requirements applicable to the above named Department or Agency with which Contractor must comply. These requirements supersede similar requirements set forth in Section III, Special Conditions.

Stratification of Accounts:

- For a period of one year from the execution of the Contract, the System shall refer to the Contractor placements based upon an alphabetical split of patient accounts, either "A"-"L" or "M"-"Z". For the remainder of the contract term, the System will determine referrals based on the Contractor's performance taking into consideration factors including but not limited to results, capability, and cooperation.

Minimum Contacts: (e.g. by stratification or by type of debt or other)

- During the course of collections, each Vendor handling 'self pay' placements will call the patient in pursuant of payment according to the matrix below with varying times (morning, evening and weekend attempt) between letters if patient does not qualify for financial assistance.

Minimal Patient Contact during account holding:

$ >=	$ < =	Dialer Attempts	Patient Contacts	Uncollectible Credit Reporting *	Yr 1 Stmts	Payment Plan
$10	$150	1 Monthly	1	Day 121	4 - 6	None
$150	$500	1 Monthly	2	Day 121	4 - 6	6 Months
$ 500	$1000	1Monthly	2	Day 121	4 - 6	1 year
$1000	$2500	2 Monthly	2	Day 121	4 - 6	1 year
$2500	$5000	6 Monthly	6	Day 121	6 – 8	1 year
> $5000		6 Monthly	6	Day 121	6 – 8	2 years
Credit Scoring A-B $1000	$2500	4 Monthly	4	Day 121	6 – 8	1 year
Credit Scoring A-B	$5000	12 Monthly	12	Day 121	6 - 8	1 year

$2500						
Credit Scoring A-B > $5000		*12 Monthly*	*12*	*Day 121*	*6 - 8*	*2 years*

- If patients are set up on payment plans they can only default one time and remain on the plan, if they default twice, they will have 30 days to pay in full. No discounts are to be given.

- Self-pay phone calls will be based on the following scoring guidelines:
  - A, B and C: Minimum of four calls at varying times
  - D: No phone calls, but will receive two statements
  - Vendor to complete scoring validation
- Non-English speaking collectors will be used by vendor for patients that require interpretive services.
- All Self pay collection activity must be in accordance with the Fair Debt Collections Practice Act. The FDCPA prohibits abusive, deceptive and unfair debt collection practices, and it imposes certain affirmative duties and/or penalties on debt collectors. All phone attempts made to the patient must be within the hours of 8am to 9pm within the patient's own time zone. State specific collection laws must be adhered to if more stringent than the FDCPA.
- Letter Series Submissions with a minimum of four (4) statements to each patient

a. First statement sent upon receipt
b. Each subsequent statement mailed every 30 days

Special Reporting Requirements:

- Weekly Acknowledgement Reports (Bad Debt Accounts only)
- Monthly Activity Regression Analysis provided by vendor
- Regression Analysis
- Monthly Account Inventory Listing (5th day of the month)
- Monthly Performance Reports (5th day of the month)
- Weekly Close and Return Reports (Friday's)
- Monthly Report of placement accounts, collections and monthly fees (5th day of the month)
- Monthly Reconciliation of new accounts, closed accounts, recovered accounts and total collections (5th day of the month)
- Monthly Collection activity by volume and disposition (5th day of the month)
- Weekly Issues Log detailing root cause owner of issues and patient complaints. Vendor to use standard issue log format established by facility. (Friday's)
- Identify and review the top 25 account balances and discuss the collection strategy with Hospital staff

Special IT Interface Requirements:

- Vendor will receive weekly bad debt placement files via FTP server.

- Hospital designated Vendor team to be assigned remote access to all Vendor systems to access and review assigned detail accounts receivable.
- Interface established for ADT. Reverse interface established for comments, transactions etc.

Vendor Special Certification Requirements:

- Vendor certifies that accounts being returned for bad debt write-off successfully met the prescribed minimum parameters established by the Centers for Medicare and Medicaid (CMS) Services.

Other Special Requirements:

Qualitative Descriptors:

- Account Follow Resolution- Vendors will resolve accounts according to industry preferred practice collection standards.
- Complete monthly reconciliation of accounts
- Minimium Staffing- # of accounts/FTE and $ value breakout
- Monthly Meetings - Participate in monthly meetings with Hospital Vendor Liaison and Hospital Accounts Receivable Manager.
- CFO will meet with a minimum of one vendor per month per quarter, and a total of two times per year with each vendor.
- Provide productivity reports – Productivity will be monitored bi-weekly. The Vendor Liaison will review productivity and report results to Hospital leadership and provide feedback to the Vendors.
- Account Follow-up Quality Assurance – The Hospital Vendor Liaison will review a percentage of each Vendors accounts bi-weekly to ensure proper follow up is occurring and provide timely feedback to each vendor.

Quantitative Descriptors:

Key Performance Indicators (KPI) will provide quantitative measures of initiative success, including:

- KPI 1: By vendor, for all vendors: liquidation rate of dollars placed to be established.
  % (Cash Collected/ $ Placed)
- KPI 2: By vendor, for all vendors: targeted recovery rates per inventory of volume and dollars assigned
  % (# of placed accounts/ $ placed)
- KPI 3: 12% recovery on early out self pay accounts by 120 days. 6% recovery for bad debt at 6 months
  % (# of self-pay accounts placed/ # of self-pay accounts resolved) > 120 days
  % (# of bad debt accounts placed/ # of bad debt accounts resolved)> 6 months from assignment

Return Process:

- Vendor will return accounts monthly in Siemens Standard Comment Record (7M) file format to be imported into the Siemen's Invision system.
- Each account will contain the appropriate service code which will explain reason for return.
- Each vendor will provide the Hospital Vendor Liaison with a spreadsheet of accounts separated by return reason.
- Each Vendor will need to comply fully with instructions for preparation of the returned accounts and the return files should be placed on the FTP server.

Reconciliation Process:

- A weekly reconciliation will occur to validate and acknowledge that accounts placed reconcile to accounts received by the Vendor.
- Additionally, by the 5th of the month, Vendor will provide the Hospital Vendor Liaison a comprehensive inventory ending on the last day of the previous month.
- Vendor's inventory will be reconciled with Hospital's inventory for each Vendor.
- Discrepancies will be discussed and resolved at monthly meetings.

Exhibit 2

Department of Revenue
Special Requirements

Files:
Payment file

- **Description:** Includes all payment information for the week.
- **File Format:** Text File
- **Frequency:** Weekly
- **Special Notes:** Will require more than one file to load into multiple systems

Recall Accounts

- **Description:** Any accounts that have been recalled
- **File Type:** Text File
- **Frequency:** As needed
- **Special Notes:** This to ensure that all information relating to specific accounts that are being recalled are on this file.

REPORTS

Snapshot of Accounts

- **Description:** Cumulative information on Volume Placed, Dollars Placed, Collections, Mailings to Date, Recalls and Cancels, Skips and Mail Return, and Current Active Volume
- **File Format:** MS Excel or Web based (if available)
- **Frequency:** Monthly
- **Special Notes:**

Collection Report

- **Description:** Contains detailed information by each account by month
- **File Format:** MS Excel or Web based (if available)
- **Frequency:** Monthly
- **Special Notes:** The purpose of this report is for DOR to know what the total dollar amount is collected per month by department. It also tells us the number of accounts in collection and the number accounts that submitted payments.

Payment Report

- **Description:** Contains detailed information of the invoices by month by account type.
- **File Format**: MS Excel
- **Frequency:** Weekly
- **Special Notes:** This report tells us what is wired, number of accounts issued that month and will be payment amount will be remitted to collection agency

Audit Report

- **Description:** Payment information showing each individual accounts percentage. This report also shows detail information of what the account holder is paying for.
- **File Type:** MS Excel
- **Frequency:** Monthly
- **Special Notes:** This information is used to verify the accounts.

SYSTEMS

- Passport (Mainframe)
- iNovah (Cashiering System)
- Dacra (SQL)
- MS Excel
- JD Edwards
- ARS (SQL)

INVOICES

Invoice Summary

Description: Contain the amount wired with wire date broken down by department. This invoice, also show the amount that the Collection Agency is asking DOR to remit to them for payment.

- **File Type:** MS Word
- **Frequency:** Monthly
- **Special Notes:** Invoice must be submitted on company letterhead. Invoice will not be submitted for payment until wire date is submitted and all information has been verified and approved by DOR

Please note that these requirements are also applicable for all other County User Agencies that have not provided specific requirements.

<u>Information That The Contractor Will Receive From DOR</u>

FILE

New Placement File

- **Description:** New accounts for the agency
- **File Type:** Text File
- **Frequency:** TBD
- **Special Notes:** The new placement file will be given in different formats, Text file from the mainframe and MS Excel for other accounts

Reconciliation

- **Description:** Updated information of accounts
- **File Type:** Text File
- **Frequency:** Monthly

- **Special Notes:** This process is done to make sure the collection agency system is in sync with DOR systems

HARRIS & HARRIS
FINAL

	TAX/DELINQUENT PAYMENT TYPE	DOR SENDS FIRST DELINQUENCY NOTICE	DOR SENDS SECOND DELINQUENCY NOTICE	Revenue Citation	DOR/ AH SENDS 35 DAY NOTICE	COLLECTION AGENCY SENDS FIRST NOTICE	COLLECTION AGENCY BEGINS SERIES OF PHONE CALLS	COLLECTION AGENCY SENDS SECOND NOTICE	COLLECTION AGENCY/ DOR SENDS NOTICE OF HEARING FOR LEIN PROCESS	COLLECTION AGNECY FILES LEINS FOR THE ACCOUNT
1	Cigarette Revenue Violation issued by Field Auditors/Investigators			1	2					3
2	Cigarette Revenue Violation issued by Field Auditors/Investigators where the store owners are properly noticed and found liable along with the store			1	2					3
3	Individual Use Tax Assessment	1	2	3	4					5
4	Internet Cigarette Sales					1	3	2	4	5
5	Alcoholic Beverage Tax Assessment	1	2	3	4					5
6	Amusement Tax Assessment	1	2	3	4					5
7	Gas Tax	1	2	3	4					5

	Assessment									
8	Use Tax/ Dealers Assessment	1	2	3	4					5
9	Diesel Tax Assessment	1	2	3	4					5
10	Sales of New Motor Vehicles Tax Assessment	1	2	3	4					5
11	Parking Garage Tax Assessment	1	2	3	4					5
12	Wheel Tax Violation			1	2					3
13	Audits resulting in assessment letters	1	2	3	4					5
14	Raffle License Violations	1	2	3	4					5
15	Deadly Weapons Dealer Control License Violation			1	2					3
16	Alarm System Permit Violations			1	2					3
17	General Business License Violation			1	2					3
18	Liquor License Violation			1	2					3
19	Cable TV Franchise Assessment			1	2					3
20	Off Track Betting Assessment			1	2					3
2	NSF Recovery	1	2			3	4	5		6

1										
22	Vehicle Code Violation	1	2			3	4	5		6
23	Building & Zoning Violation				1	2	3	4		5
24	Real Estate Violation				1	2	3	4		5
25	Envrionmental Control Violation				1	2	3	4		5
26	Highway Violation				1	2	3	4		5
27	Animal Control Violation				1	2	3	4		5
28	Forest Preserve Violation				1	2	3	4		5
29	Public Health Violation				1	2	3	4		5

Exhibit 3

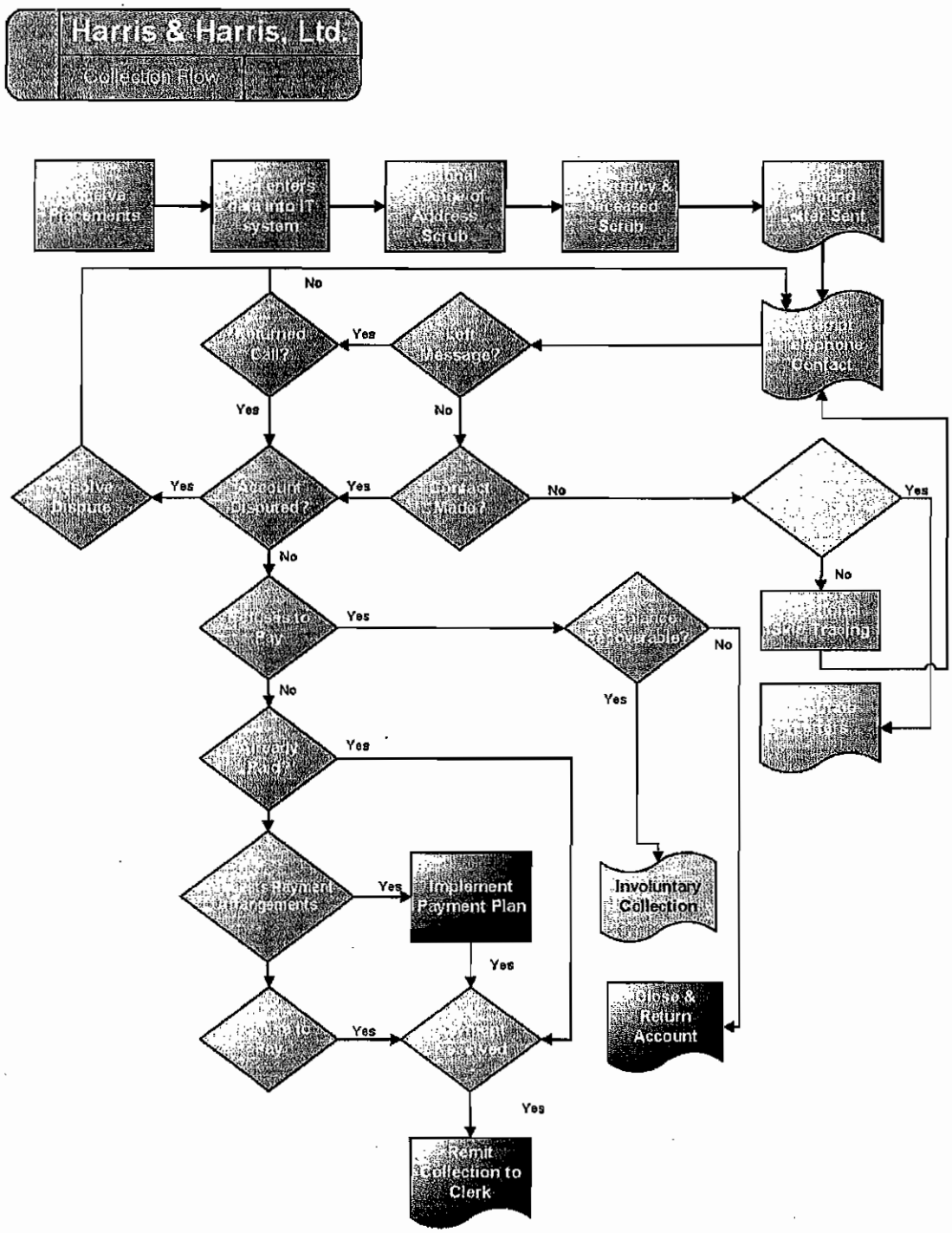
Cook County Clerk of the Circuit Court
Special Requirements

Placements. The Clerk of the Circuit Court shall place with Contractor, debt which becomes 60 days or more past due. Contractor and Clerk of the Circuit Court agree that Clerk of the Circuit Court will provide placements as follows:

For a period of one year from execution of the Contract, the Clerk of the Circuit Court shall refer to Contractor, every other month, all placements (Traffic and Non-Traffic) referred pursuant to award of this Contract. For the remainder of the contract term, the Clerk will determine referrals based on the Contractor's performance taking into consideration factors including but not limited to results, capability, and cooperation. Notwithstanding the allocation of placements described herein, the Clerk shall allow Contractor to retain and continue, throughout the duration of this Contract, to pursue collections of all Traffic placements referred by the Clerk prior to commencement of this Contract.

HARRIS & HARRIS
FINAL

ATTACHMENT A



HARRIS & HARRIS
FINAL

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN
Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

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

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

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

__X__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: NJW Associates

Address: 134 N LaSalle, Suite 1030 Chicago, Illinois 60602

E-mail: norma@njwcomeinies.com

Contact Person: Norma Williams Phone: 312-857-1999

Dollar Amount Participation: $ This is a contingent fee contract so dollar value is unknown.

Percent Amount of Participation: 5%

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: Harvard Collection Services, Inc.

Address: 4893 N Elston Ave, Chicago IL 60630

E-mail: mchibnik@harvardcollect.com

Contact Person: Marc Chibnik Phone: 773-283-7500

Dollar Amount Participation: $ This is a contingent fee contract so dollar value is unknown.

Percent Amount of Participation: 20%

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: Prodigy Mailing Services

Address: 389 E. South Frontage Road, Bolingbrook, Illinois 60440

E-mail: arvind@prodigymailing.net

Contact Person: Arvind Lakkamsani Phone: 630-783-9070

Dollar Amount Participation: $ This is a contingent fee contract so dollar value is unknown.

Percent Amount of Participation: 10%

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Countywide Debt Collection Services for Various Cook County Facilities / 10-50-1072P

From: NJW Associates
(MBE/WBE Firm)

To: Harris & Harris, Ltd. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

Description of Service/Supply/Project	Fee/Cost
1. Staffing Services	$ TBD/ 5%
2.	$ %
3.	$ %
4.	$ %
Total:	**$TBD/5_____ %**

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

Upon Penalty of perjury, I Norma Williams (*print name*)

the President (*title*) and duly authorized representative

of the NJW Associates (MBE/WBE *firm)* affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $ TBD which represents the above indicated total percentage 5% for the contract amount $ TBD.

Norma Williams
(Signature of Affiant)

Oct 13, 2010
(Date)

Subscribed and sworn to before me this 13th day of October, 20 10

Regina A. Magolski
(Notary's Signature)

(Notary Seal)

OFFICIAL SEAL
REGINA A MAGOLSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/09/12

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
H. SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
TRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

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

August 6, 2010

Ms. Norma Williams, President
The Saunte Corporation
d/b/a NJW Consulting Services
134 N. LaSalle Street, Suite 1030
Chicago, IL 60602

Annual Certification Expires: September 18, 2011

Dear Ms. Williams:

Congratulations on your continued eligibility for Certification as an **MBE(6)WBE** by Cook County Government. This **MBE(6)WBE** Certification is valid until **September 18, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 18, 2011.**

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

Cook County Government may commence action to remove your firm as an **MBE(6)WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Staffing: Business Services; Project Management;
Information Management; Administrative Services

Your firm's participation on Cook County contracts will be credited toward **MBE(6)** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE(6)** or **WBE** goals will be given only for work done in the specialty category.

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

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/gb

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Countywide Debt Collection Services for Various Cook County Facilities / 10-50-1072P

From: Harvard Collection Services, Inc.
(MBE/WBE Firm)

To: Harris & Harris, Ltd. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

Description of Service/Supply/Project	Fee/Cost	
1. Collection Agency Services	$ TBD/ 20	%
2.	$	%
3.	$	%
4.	$	%
Total:	**$TBD/20**	**%**

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

Upon Penalty of perjury, I Marc Chibnik (*print name*)

the Chief Operating Officer (*title*) and duly authorized representative

of the Harvard Collection Services, Inc. (MBE/WBE *firm)* affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $ TBD which represents the above indicated total percentage 20% for the contract amount $ TBD.

(Signature of affiant) 10/14/10 (Date)

Subscribed and sworn to before me this 14th day of October, 20 10

Susana Ocba-Jalac
(Notary's Signature)

OFFICIAL SEAL
SUSANA OCBA-JALAC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES09/08/14
(Notary Seal)

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER H. SILVESTRI	9th Dist.
[illegible] STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
UTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
. M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

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

July 9, 2010

Ms. Gloria Kaiser, President
Harvard Collection Services, Inc.
4839 North Elston Avenue
Chicago, IL 60630

Annual Certification Expires: August 14, 2011

Dear Ms. Kaiser:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **August 14, 2011;** however your firm must be revalidated annually. Your firm's next annual validation is required by **August 14, 2011.**

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

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

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

COLLECTION SERVICES

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

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

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Contract Compliance Administrator

BHP/ehw

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Countywide Debt Collection Services for Various Cook County Facilities / 10-50-1072P

From: Prodigy Mailing Services
(MBE/WBE Firm)

To: Harris & Harris, Ltd. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

Description of Service/Supply/Project	Fee/Cost	
1. Letter printing and mailing services	$ TBD/ 10	%
2.	$	%
3.	$	%
4.	$	%
Total:	**$TBD/10**	**%**

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

Upon Penalty of perjury, I Bruce Ward (*print name*)

the General Manager (*title*) and duly authorized representative

of the Prodigy Mailing Services (MBE/WBE *firm)* affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount $ TBD which represents the above indicated total percentage 10% for the contract amount $ TBD.

Bruce Ward
(Signature of affiant)

10-14-10
(Date)

Subscribed and sworn to before me this 14 day of Oct, 20 10

Donna L. Howe
(Notary's Signature)

OFFICIAL SEAL
DONNA L HOWE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/22/11

THE BOARD OF COMMISSIONERS

TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER M. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	DEBORAH SHEAHAN	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
JAMES M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
JOSEPH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

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

December 30, 2009

Mr. Arvind Lakkamsani, President
Prodigy Mailing Services
389 E. S. Frontage Rd.
Bolingbrook, IL 60440

Annual Certification Expires: December 30, 2010

Dear Mr. Lakkamsani:

We are pleased to inform you that Prodigy Mailing Services has been certified as an MBE (B) by Cook County Government. This MBE (B) Certification is valid until **December 30, 2012**; however your firm must be revalidated annually. Your firm's next annual validation is required by **December 30, 2010.**

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

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

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

Direct Mail Lettershop, Data Processing

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

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

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/es

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT

FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Arnold S. Harris, Esq. (*print name*),

the President and CEO (*title*) and duly authorized

representative of Harris & Harris, Ltd. (*Bidder Proposer firm*),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $___*___, which represents the

above indicated total percentage 35 % for the contract amount $___*___.

*** As a contingent fee contract, the total dollar amount is unknown at this time. Value to subcontractors will equal a minimum of 35% of the actual value of the contract**

(Signature of affiant) 10/13/10 (Date)

Subscribed and sworn to before me this 13 day of October, 20 10.

OFFICIAL SEAL
NIKKI SCHNEIDER
Notary Public - State of Illinois
My Commission Expires Feb 10, 2014

(Notary's Signature) (Notary Seal)

CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

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

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

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

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

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

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

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) President's Office of Employment Training;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Not Applicable.

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

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

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

b) If yes, list business address(es) within Cook County:

Harris & Harris
222 Merchandise Mart Plaza, Suite 1900
Chicago, Illinois 60654

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

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

__ __ Applicant has no "Substantial Owner."
OR
__**X** _ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.
The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

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

PERMANENT INDEX NUMBER(S):
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)
OR:

b) __X___The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.
If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.
If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

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

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

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

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

Identifying Information:
Name Harris & Harris, LTD. D/B/A: Harris & Harris, Ltd. EIN NO.: 36-2650423

Street Address: 222 Merchandise Mart Plaza, Suite 1900

City: Chicago State: Illinois Zip Code: 60654

Phone No.: 312-423-7400

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust
[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture
[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Arnold S. Harris	1117 Wade St., Highland Park, IL 60035	51%
David L. Harris	42 Vine Ave., Highland Park, IL 60035	49%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
Not Applicable		

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Not Applicable			

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

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

Arnold S. Harris, Esq.
Name of Authorized Applicant/Holder Representative (please print or type)

President and CEO
Title

Signature

10/13/10
Date

aharris@harriscollect.com
E-mail address

312-423-7400
Phone Number

Subscribed to and sworn before me
this 13 day of 10, 2010.

My commission expires:

x
Notary Public Signature

OFFICIAL SEAL
NIKKI SCHNEIDER
Notary Public - State of Illinois
My Commission Expires Feb 10, 2014

Notary Seal

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Harris & Harris, Ltd.

BUSINESS ADDRESS: 222 Merchandise Mart Plaza, Suite 1900
Chicago, IL 60654

BUSINESS TELEPHONE: 312-423-7400 FAX NUMBER: 312-803-0020

CONTACT PERSON: Arnie Harris

FEIN: 36-2650423 *IL CORPORATE FILE NUMBER: see FEIN

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Arnold S. Harris VICE PRESIDENT: David L. Harris

SECRETARY: (David L. Harris) TREASURER: Arnold S. Harris

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed and sworn to before me this

14 day of July, 2011.

x Melissa Zavesky
Notary Public Signature

My commission expires: 12-23-14
Notary Seal

OFFICIAL SEAL
MELISSA ZAVESKY
Notary Public - State of Illinois
My Commission Expires Dec 23, 2014

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Toni Preckwinkle
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

María de Lourdes Coss
COOK COUNTY PURCHASING AGENT

Christopher A. Kelly
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 27th DAY OF July, 2011.

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

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

_____

OR

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

_____

TOTAL AMOUNT OF CONTRACT: $_____
(DOLLARS AND CENTS)

FUND CHARGEABLE: Revenue Neutral Agreement

APPROVED AS TO FORM:

Arthur J. Miller
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 27 2011

COM_____

04.09