

TONI PRECKWINKLE
PRESIDENT



118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

MARIA de LOURDES COSS
PURCHASING AGENT

March 15, 2011

Canon Cochran Management Services, Inc.
2 East Main Street
Danville, IL 61832
Attn: G. Bryan Thomas

Ref: Contract No: 11-41-05

Dear Mr. Thomas,

Enclosed please find your copy of the above referenced contract.

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

Cordially,

A handwritten signature in cursive script that reads "Maria de Lourdes Coss".

Maria de Lourdes Coss, CPPO
Purchasing Agent of Cook County BK

MdLC/js

Enclosure

cc: Lisa Walik

CONTRACT FOR SERVICE

DOCUMENT NO. 11-41-05



ADMINISTRATION OF AUTOMOBILE AND GENERAL LIABILITY CLAIMS
MANAGEMENT AND PATIENT ARESTEE MEDICAL CASE MANAGEMENT AND
ADMINISTRATIVE SERVICES

FOR

COOK COUNTY BUREAU OF FINANCE,
RISK MANAGEMENT DEPARTMENT

WITH: CANNON COCHRAN MANAGEMENT SERVICES, INC.

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 01 2011

COM _____

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2011 FEB - 1 AM 11:19
PROCUREMENT

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

120110

REQ#S 105420008

1227

1-4-11 [Signature]

CONTRACT FOR SERVICE
PART I

This CONTRACT is made and entered onto by and between the County of Cook, a public body corporate Of the State of Illinois, hereinafter the "County" and CANNON COCHRAN MANAGEMENT SERVICES, INC. hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 1st day of December, 2010 as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY BUREAU OF FINANCE, RISK MANAGEMENT DEPARTMENT, hereinafter the "Using Department";

WHEREAS, the Using Department requires the following service; ADMINISTRATION OF AUTOMOBILE AND GENERAL LIABILITY CLAIMS MANAGEMENT AND PATIENT ARESTEE MEDICAL CASE MANAGEMENT AND ADMINISTRATIVE SERVICES;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

CONTRACT PERIOD

This contract shall be in effect for thirty-six (36) months with an option for two (2) one (1) year renewals after proper execution of the Contract documents by the County.

III. PAYMENT

All charges shall not exceed the amount of \$501,000.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GENERAL CONDITIONS
SUPPLY/SERVICE
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GC-01 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 at 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 Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All 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-02 PERSONNEL

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

GC-03 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, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 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-05 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-06 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-07 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-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 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-09, 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-10 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-11 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-12 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-13 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-12, 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-14 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-12, 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-15 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-16 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 \$1,000.00 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 \$1,000.00 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-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 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-18 COMPLIANCE WITH THE 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 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract 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 remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

- 1. A Utilization Plan identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

2. A Letter of Intent for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current Letter of Certification for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. Waiver/Goal Reduction Petition must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 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 Using Department(s) and shall execute the County'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 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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-25 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-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 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

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

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

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 CONTRACT INTERPRETATION

Whenever the singular is used herein, 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.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 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-32 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.

GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

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)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 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-34 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-35 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-36 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-37 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.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 11-41-05 for ADMINISTRATION OF AUTOMOBILE AND GENERAL LIABILITY CLAIMS MANAGEMENT AND PATIENT ARESTEE MEDICAL CASE MANAGEMENT AND ADMINISTRATIVE SERVICES for the COOK COUNTY BUREAU OF FINANCE, RISK MANAGEMENT DEPARTMENT, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

ITEM NO.	UNIT OF MEASURE	QTY	DESCRIPTION
1.	JOB	1	ADMINISTRATION OF AUTOMOBILE AND GENERAL LIABILITY CLAIMS MANAGEMENT AND PATIENT ARESTEE MEDICAL CASE MANAGEMENT AND ADMINISTRATIVE SERVICES, AS PER EXHIBIT "B" HEREIN.
			<u>\$501,000.00/JOB</u>
			<u>\$501,000.00/TOTAL</u>

GRAND TOTAL

NOT TO EXCEED: \$501,000.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: NOVEMBER 1, 2010 THROUGH OCTOBER 31, 2013

CONTRACT NO. 11-41-05

EXHIBIT "A"

POST BOARD AGENDA

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
DEC 01 2010

BUREAU OF FINANCE
DEPARTMENT OF RISK MANAGEMENT

PROPOSED CONTRACTS

Transmitting a Communication, dated October 29, 2010 from

LISA M. WALIK, Director, Department of Risk Management

requesting authorization for the Purchasing Agent to enter into a contract with Cannon Cochran Management Services, Inc. (CCMSI), Chicago, Illinois, for professional services related to the administration of Automobile and General Liability claims management and Patient Arrestee medical case management and administrative services. The Department of Risk Management issued a Request for Proposal (RFP) for third-party claim administration for General Liability and Auto Liability services. In an effort to reduce and mitigate expenditures based on the County's claims experience, a two-tier rate structure is being implemented with regards to property damage and pothole claims which represent savings to the County. Based on Ordinance 10-O-48 approved by the Board of Commissioner September 1, 2010, the Illinois Department of Health and Family Service rates for Medicaid will be used for the payment of medical bills for the Patient Arrestee Program. Nurse case management services will be utilized with regards to Patient Arrestee Medical Case Management. A two-tier pricing structure will be implemented for nurse case management and administrative services for billing purposes.

A Request for Proposal for professional services was posted on the Purchasing website and downloaded by thirty-nine (39) vendors and three (3) companies responded to the Request for Proposal. The projected fees negotiated will be guaranteed for the three-year contract term, with two (2) one-year contract extension options. The recommended Proposer is in compliance with the County's M/WBE requirements.

Estimated Fiscal Impact: \$501,000.00 (FY 2010 - \$13,500.00; FY 2011 - \$162,500.00; FY 2012 - \$162,500.00; and FY 2013 - \$162,500.00). Contract Period: November 1, 2010 through October 31, 2013. (Account 542-260).

Approval of this item would commit Fiscal Years 2010, 2011, 2012 and 2013 funds.

No lobbying contact was made for this item.

CONTRACT NO. 11-41-05

EXHIBIT "B"

Section 3: Proposed Solution.

Proposer shall provide both a summary and a detailed description of its proposed approach to and plan for providing one or more Solution(s) which will meet the County's contractual requirements as set forth in Part III of this RFP. The Proposer shall also describe in detail its proposed pricing, which shall be summarized on the Cost Proposal Form included with this RFP as Attachment D.

We have reviewed the County's Scope of Work and General Contract Conditions as outlined within this RFP. We understand and will fully comply with each and every requirement. No exceptions.

CCMSI currently serves over 5,000 public entities across the U.S. with proven results in providing superior service and loss cost savings.

Because of our extensive public entity experience, we are very familiar with the needs and requirements for public entities and specifically risks similar in size and exposure to the County.

We recognize that the County is unique and has very specific requirements above and beyond other public entities. We understand and will deliver the service necessary to meet and exceed your requirements and expectations.

Therefore, our approach will be ***to first understand the County. We will know your operating goals, your approach towards serving injured workers*** and your clearly defined expectations from CCMSI. Certain requirements are included in the Scope of Work, but we would go further to understand the County's expectations by performing multiple planning meetings with the County staff to gain a deeper insight into your needs. We also would request site visits of your facilities.

Once we gain this additional information, we will collaboratively create and implement the ideal Claim Management model for the County.

Next, we will prepare very detailed, written handling instructions (the Quality Service Plan), which will design the process to deliver the Scope of Work and other requirements ascertained from the planning meetings.

The entire Client Service Team will then be thoroughly trained on the Quality Service Plan.

We will then deploy all services to achieve the desired objectives. Once these objectives are deployed, we will ensure we are meeting your expectations through our ***Quality Control/Assurance Program***.

Our claims management standards are stated in our Claims Best Practices included in **Exhibit 3**.

Our entire Quality Assurance program is driven to ensure that we strictly adhere to best practices and even more importantly to the Quality Service Plan which is our client's definition of quality.

It is the commitment of CCMSI to provide superior claims management for our clients. In response to this commitment, our Quality Assurance Team has developed the resources for CCMSI to consistently provide quality, aggressive claims management. The Quality Assurance Team brings with them a vast array of experience from claims management, system training, auditing and management training.

Quality Assurance - This team has developed and provides the training at all locations for compliance to our Corporate Claims Handling Best Practices. This team also conducts regular claim audits that are tied to performance evaluations.



Quality Service Plan - We prepare very detailed, written client service instructions referred to as the Quality Service Plan. This plan is developed hand in hand with the County to ensure we have a clear definition of your exact needs and preferences for all claims management processes. The plan will be customized to deliver the precise service and claims management expectations of the County.

Client Scorecard - At the outset of the relationship, a Client Scorecard is developed in concert with the County that identifies the specific criteria upon which you will evaluate CCMSI's performance. Each quarter the Account Manager meets with the County to complete a client scorecard, which measures CCMSI's progress in delivering on our promises. The product of this review is a specific, numeric rating of each aspect of CCMSI's claims handling and client service. *If we score anything less than 100%, a specific action list is developed and implemented to improve our results over the next quarter.*

 Client Scorecard		
Rating Scale - Excellent = 9,10 Good = 8 Average = 7 Minimal Compliance = 5-6 Did Not Meet <4		
Category/Criteria	Scores 2010	
	Q1	Q2
1) Communications (timely, professional, responsive)	9	10
2) Claims/File Handling (timeliness, documentation)	10	10
3) Reserves (accurate, timely, rationale)	9	9.5
4) File Documentation	8	9
5) Investigation (thorough, timely)	8.5	9
6) Aggressive File Management	9	9
7) Responsiveness	10	10
8) Quarterly Claim File Reviews (prepared, claim familiarity)	9	9
9) Data/ Reporting (timely, accurate, needs met)	9	9
10) Client Overall Expectations Met	9	9.5
Total	90.5	94
Comments: How do we get all 10's?:		

Claim Entry – Claims are received via mail, fax, email, internet via iCE, and on the 800 line. Claims called in are entered in iCE by CCMSI personnel answering the call, as are claims from other sources. The iCE application enforces entry of required information and *edits for valid codes and an active policy before the claim is accepted for processing in Toolbar*. Notifications of claims received are reported to state agencies if required by state statute or regulation. Supervisors and adjusters review all coding upon initial review of the claim to ensure accuracy.

Supervisor Reviews - We perform reviews utilizing a detailed quality checklist to ensure compliance with internal best practices AND the County's specific Quality Service Plan. Supervisor reviews are performed upon claim intake and no less than 30 days thereafter.

Supervisor Audits – File audits are conducted on a designated number of files for each Adjuster and Client on a monthly basis.

External Audits and File Reviews - CCMSI coordinates audits and file reviews with the County, broker, or excess insurer, as requested by the County. In fact, we welcome this opportunity to validate our quality procedures, to gauge our performance and to address any improvements that are needed. The Account Manager facilitates the auditor's review and coordinates the company's written response and procedural action items.



recognized standard issued by the Internet Engineering Task Force (IETF) for securing transmitted data. CCMSI email is configured to automatically advertise TLS during a transmission. If the client supports TLS, a secure transmission will be made.

CCMSI also has a firewall with intrusion detection protecting our servers from potential hackers coming to our sites.

CCMSI uses additional security methods to determine the identity of its users so that appropriate rights and restrictions can be enforced for that user. Reliable verification of user identity is called authentication and CCMSI uses both password protection and usernames in its authentication process.

Furthermore, the live production data is stored on servers at the CCMSI Corporate office. This office is physically secure and protected from access by unauthorized persons. Physical access to the servers in the corporate office requires authorization authentication. Information in the CCMSI data center is backed up routinely, to aid in recovery in the event of accidental damage, or natural disaster. The backup media are also stored in physically secure storage facilities as well as replicated to an off site disaster recovery center.

Systems Backup

Currently full backups are performed nightly on all servers to multiple disk based vaults for redundancy. One vault resides in Danville, IL and the other resides in our secondary site in Champaign, IL. Database servers are backed up hourly. Key servers across all platforms are included in the backup schedule.

Catastrophe Protocols

Our Danville, IL office is the hot site that supports our **Disaster Recovery Plan – See Exhibit 8.**

Information Security Policy

CCMSI has initiated a new Information Security Policy effective March 2010. **Please refer to Exhibit 9.**

SAS 70

Many organizations are now required under the Sarbanes – Oxley Act of 2002 (SOX) to obtain SAS 70 reviews from their service organizations. Generally, publicly traded companies must demonstrate compliance with SOX, which requires management verification that internal controls have been implemented and tested to assure that the company's financial filings are true and do not omit any material facts.

SAS 70 reviews are becoming widely recognized and in demand by self-insured entities because they provide evidence that a service organization has been through an in-depth audit of its internal control activities, which generally includes an independent review of controls over information technology and related processes. It requires service organizations to demonstrate that they have developed and implemented adequate controls and safeguards when they host or process data on behalf of another party.

As demonstration of our ongoing commitment to provide clients with independent identification and testing of our internal controls, and the adequacy of those controls, **CCMSI**



Benchmarking – Whenever possible, CCMSI compiles and analyzes client data relative to comparative data for the County’s industry or locale. This is typically reviewed on an annual basis, and specific service initiatives are undertaken as a result.

Annual Stewardship Meetings – These meetings include both a scorecard review, and the presentation of a client loss cost analysis. This shows key loss cost trends, claims causes, and areas to address from a risk management perspective. In addition, the meeting affords an excellent opportunity to design program improvements for the future years.

SAS 70 - CCMSI has a current non-qualified SAS-70 Type II audit. This audit provides evidence that a CCMSI has been through an in-depth audit of its internal control activities, including independent review of our controls over information technology and related processes. The SAS-70 signifies that we have developed and implemented adequate controls and safeguards within our operating environment.

3.04 OTHER INFORMATION AS NEEDED – TO BE DETERMINED BY DEPARTMENT

A. Additional Proposer Requirements. Proposer shall provide details regarding the following subjects:

a. Operations Outside of the United States

CCMSI does not have operations outside of the United States.

b. Written Procedures and Plans; Proposer shall provide specific details of all written procedures and plans for providing services that are the subject for each of the claims administration programs for which proposals are being submitted and subject to this RFP.

Please refer to the following exhibits providing details on our claims handling best practices, managed care program, and RMIS.

Exhibit 3 – Corporate Claims Handling Best Practices

Exhibit 4 – iCE, Internet Claims Edge, Print Screens & Sample Reports

c. Security Measures/File Protection/Confidentiality: Proposer shall provide details of its security measures in place. Proposal shall provide details of its file protection and confidentiality plans. Proposal shall also provide details on its procedures to ensure the effectiveness of its security measures, file protection procedures and its procedures to insure confidentiality of this RFP. Proposal shall address security measure, file protection procedures and confidentiality measure for all three claims administration programs that are the subject of this RFP.

CCMSI recognizes that security of personal medical record information is of great concern to both clients and providers in the health care industry. To address these concerns, CCMSI currently implements the following levels of security in our online systems.

CCMSI websites are secure using Secure Sockets Layer (SSL). SSL assures that data can be transmitted from one point to another without interception or alteration. SSL is used between CCMSI and its clients whenever personal health information or financial information is transmitted. CCMSI also uses PGP or Secure FTP to secure file transfers.

CCMSI supports Transport Layer Security (TLS) for email encryption. TLS allows a certificate to be used to encrypt the transmission of email from one mail server to another. TLS is a widely



has obtained a SAS 70 Type II review and will continue to do so at regular intervals in the future. This report may be requested at anytime.

Security Procedures of Our Organization

1. Network Operation Controls

a. Network Monitoring

CCMSI is organized for constant monitoring of our network for potential disruption of service. This includes a centralized monitoring system to test the uptime of different systems. Network support personnel are notified of any inability to access the production systems.

b. Network Change Management

All changes to CCMSI's network (firewall, routers) are supervised by VP of Technology Systems. The VP of Technology Systems must approve changes to the network devices in the production environment before any changes are made. An emergency procedure exists to allow I.S. personnel to make the necessary changes to critical systems if the Director of I.S. is not available.

c. Network Tickets

CCMSI utilizes an on-line ticket management system to monitor telecommunication issues for all network lines in the organization. This system allows us to open tickets and monitor progress in getting an issue resolved.

d. Perimeter Protection

The network is protected by an application level firewall with Intrusion Detection. This protects against typical network based attacks. Additionally, there is an ability to enforce specific rules on the Web-based applications. The Firewall also has the ability to detect Internet attacks.

e. Remote Access

Remote access to CCMSI's data network is limited to Virtual Private Network (VPN) connections. The VPN connections provide the ability to connect to the network securely while not in the office for support purposes. Connections via the VPN are encrypted and authenticated to ensure that no improper access is granted.

f. Internal Switched Network

The internal network is a switched network. This is done to ensure that critical information cannot be pulled of the line. This protection ensures traffic designated for a host is delivered to only that host.

g. Encryption of Data

CCMSI websites are secure using Secure Sockets Layer (SSL). SSL assures that data can be transmitted from one point to another without interception or alteration. SSL is used between CCMSI and its clients whenever personal health information or financial information is transmitted. CCMSI also uses PGP or Secure FTP to secure file transfers.



CCMSI supports Transport Layer Security (TLS) for email encryption. TLS allows a certificate to be used to encrypt the transmission of email from one mail server to another. TLS is a widely recognized standard issued by the Internet Engineering Task Force (IETF) for securing transmitted data. CCMSI email is configured to automatically advertise TLS during a transmission. If the client supports TLS, a secure transmission will be made.

2. Controls over Security and Access

a. Logical Security

CCMSI relies heavily on Windows 2003 servers to provide logical security controls. All access to the systems is controlled by either the Windows 2003 Domain.

i. Password Changes - Password changes are forced on all users every 90 days, Complexity requirements must be met and the last five passwords cannot be used.

ii. Limited Access - Access to the production systems is assigned in line with the principle of least necessary access. Each user is given only the access authorized by CCMSI management for their job and is denied access to all other areas.

b. Network Access Changes

An employee's supervisor must request access changes to a user account in writing. Once the access is requested and approved, I.S. personnel create a ticket and grants access to the requested resources. CCMSI's VP of Technology Systems investigates any requested changes that do not have the prescribed requisition.

c. Access to Databases

The organization has multiple databases that contain the backend information necessary to applications. Direct access to the databases is restricted to I.S. personnel. This access is used in generating custom reports and administration of the databases.

d. Performance: Proposal shall provide details on its anticipated turn-around times while administrating claims that are subject of this RFP. In responding to this request Proposer shall address file turn-around times to all three claims administration programs that are the subject of this RFP.

Throughout the entire life of the claim, we maintain open lines of communication with the County regarding the course and progress of the relationship. This is done via the following methods:

- Initial Implementation Meetings.
- Site Visits and Introductions to client staff.
- Claim File Reviews.
- Quarterly Scorecard Meetings.
- Annual Stewardship Meetings.
- **Regular telephone and e-mail contact from the handling adjusters regarding specific claim files to seek information and proper authorization.**
- **Regular in-person, telephone and email contact from the Account Manager.**
- Monthly claim reporting including loss runs, bank registers and other claim reports as desired.



- In addition, all claims activity is available to our Clients through our Internet iCE system. The Client can view claim representative notes, action plans, reserves, and medical status in "real time." The Client or his representative can also send e-mail to the handling claim representative directly from the iCE system. We welcome the participation of our Client partners, and their consultants in the Claims Management process.
- Newsletters, Internet postings on our website, E-mail Blasts, etc - CCMSI participates in many industry groups and seminars and will advise all Clients on industry trends, issues, and developments including regulatory and legislative changes, case law updates.

All emails and phone calls are required to be returned within 24 hours of receipt. ***The County will have access to email the designated adjuster on the claim file directly from within the iCE Claim Detail Screen.*** The client will also be given the client service team's direct phone numbers, voicemails and emails.

Liability Claims. Claims of this nature involve many factors which can impact the decision making process. These include the prompt reporting, does the claim involve BI and PD or merely one of these certainly minor PD claims should be. It is our goal per our best practices to have the claim promptly investigated and report to the County within 30-60 days of receiving information. This does not necessarily mean that the claim will be resolved or settled in this time frame.

Prisoner Arrestee. We assume turnaround time on these claims is meant to refer to payment of the medical bills. Once again this time can be impacted by many items including: the prompt reporting, the ability to obtain needed medical records from the providers, coordination of benefit with third parties when available. Once all information is obtained we would expect the processing of medical bills to be completed in 30-45days from receipt of all needed info.

- e. File Return Procedures: Proposer shall provide details as to its file return procedures for all files that it closes for any reason. Proposer shall provide such details for all three claims administration programs that are the subject of this RFP.

As a management function, CCMSI will prepare and maintain adequate records and accounts on behalf of the client. CCMSI agrees to provide security and safe keeping of the Client's records.

CCMSI creates and maintains paper files, where applicable, including denied and record only claims. Electronic versions of the paper files are never destroyed or deleted. All electronic documentation is stored and backed up on a real time basis and is available should our data servers suffer a catastrophic event.

CCMSI will contractually agree to maintain all closed files on behalf of our Client for a period of seven (7) years after the month of closure or for as long as necessary to protect the applicable statute of limitations, whichever is longer. Alternate arrangements can be agreed upon by both parties upon award of contract. Our clients have the option to choose whether files are stored on-site at CCMSI, destroyed at an appropriate time, or returned to the Client for storage.

Should the Contract be terminated, CCMSI will turn over all physical claim files and the information contained within those files to the Client. CCMSI will cooperate with any successor administrator in the orderly transfer of all functions, if the same is desired by the Client and any other records reasonable and necessary for a successor administrator and provide magnetic media transfer of data if such is feasible.





November 23, 2010

Ms. Lisa Walik, Director of Risk Management
Cook County Department of Risk Management
Cook County Building
118 N. Clark Street, Suite 1072
Chicago, IL 60602

RE: Best and Final Offer (BAFO) - Request for Proposal 10-50-1073P

Please accept our BAFO for this bid on Auto/General Liability and Patient Arrestee Medical Program claim handling services.

Thank you for considering our firm to engage this work.

Call me with any questions at (312) 455-6467.

Mr. William O'Neill
CCMSI
114 S. Racine Ave, 2nd Floor
Chicago, IL 60607

Attachment: BAFO

Liability AL/GL: Bodily Injury and Property Damage "Pothole" Claim Pricing

Program Conditions: AL/GL

1. This is a small, non-litigated unit. No litigation management is required. The States Attorney's office litigates files as necessary. We understand that paid claims are less than \$100,000 per year.
2. Annual volume for new claims is 200/year. These are mostly property damage - "pothole claims" - with some bodily injury claims.
3. Takeover claims number approximately 80 open files.
4. Initial Claim reports are currently paper reports that are sent by Cook County (The County) Departments to the Risk Management Department. The County reviews claims and forwards files to the TPA to initiate claims activity. County staff pursues subrogation and are very aggressive.
5. We recommend that the County considers using our electronic claim reporting system, which should improve operating efficiencies.
6. CCMSI establishes reserves within 48 hours of receiving a new loss. We adjust reserves as the facts of a case compel these actions. CCMSI communicates its recommendations to the County after completing this activity. Our analyses are presented to the County Board for approval. Neither the County Risk Manager nor CCMSI have settlement authority. Funding is presented to the Commissioners. Approval or rejection follows.
7. We recommend that data/adjuster notes be tracked in iCE. Vouchers should be considered since the County issues all payments.
8. An excess carrier attaches at \$10 million of self-insurance.
9. Insurer's Review Services, Inc., our MBE partner, is paid 35% of our annual fees.
10. Our minimum annual claim fee is \$55,000/year. Claims counts beyond this threshold are charged - by type - subject to pricing options selected by the County made available in this document. These fees are conditioned upon CCMSI being awarded the contract for both AL/GL and Prisoner Arrestee claims.

Hourly Rates

HOURLY RATES/Liability AL/GL:

Year 1 - \$100/hour
Year 2 - \$100/hour
Year 3 - \$100/hour
Year 4 - \$120/hour
Year 5 - \$120/hour

HOURLY RATES/Potholes/Property Damage

Year 1 - \$50/hour
Year 2 - \$50/hour
Year 3 - \$50/hour
Year 4 - \$60/hour
Year 5 - \$60/hour

BLENDED HOURLY RATES

Year 1 - \$75/hour
Year 2 - \$75/hour
Year 3 - \$75/hour
Year 4 - \$90/hour
Year 5 - \$90/hour

TAKEOVER CLAIM HOURLY RATES

Fees are the same as hourly rates, by claim type.

MULTIPLE CLAIMS ARISING OUT OF A SINGLE OCCURRENCE

Hourly rates remain the same as noted above for every feature adjusted by CCMSI.

LOSS CONTROL

CCMSI is providing 10 hours of Loss Control to the County, *gratis*, for the first contract year. Loss Control Services beyond this one-year condition are charged at a rate of \$125/hour.

Flat Rate Fees

FLAT RATE PER CLAIM/Liability AL/GL and Property Damage/ "Pothole" Claims:

Year 1 - 200 x \$275 = \$55,000

Year 2 - 200 x \$275 = \$55,000

Year 3 - 200 x \$275 = \$55,000

Year 4 - 200 x \$300 = \$60,000

Year 5 - 200 x \$300 = \$60,000

Total - \$285,000

BLENDED FLAT RATE CLAIMS

Same as above.

TAKEOVER FLAT RATE CLAIMS

Fees are 50% of flat rates.

MULTIPLE CLAIMS ARISING OUT OF A SINGLE OCCURRENCE

Rates listed in the FLAT RATE PER CLAIM and BLENDED FLAT RATE pricing above are the same for the first 5 features. Features 6 and beyond are charged at 50% of the FLAT RATE or BLENDED RATE price per claim.

LOSS CONTROL

See Loss Control pricing on page 2.

Program Conditions: Patient/Arrestee Medical Program

1. There are two sources of claims: a) arrestees treat at a County Hospital or non-County facility b) prisoner is injured at Cook County Jail.
2. The goal is to steer patients to County providers.
3. The annual number of bills re-priced per year is unknown. We do know that each patient -- on average - generates 5-6 invoices.
4. CCMSI calls the Police Desk every day to determine if new individuals in custody are in private pay hospitals. We initiate triage and seek to identify valid and collectible insurance.
5. CCMSI works to coordinate transfer to County medical facilities at the earliest possible date.
6. Due to a recent ordinance passed by the County Commissioners, the County will pay *Medicaid* rates. This will apply prospectively only and not to charges incurred prior to the new ordinance. Bills are submitted to *Medicaid* subject to DRG codes. *Medicaid* does not charge to reduce fees, at this stage. Medical records are not sent when securing these discounts.
7. *Medicaid* is not computerized. This portends some form of delays. Employees literally write their findings on the physical bills.
8. Testing by the County took place and the process went well. The County advises we have to find the best process to facilitate these transactions.
9. CCMSI must track the initial cost and final payment, i.e. amounts saved.

Patient/Arrestee Medical Program

CASE MANAGEMENT SERVICES

Year 1 – CCMSI Telephonic Case Management (TCM) is \$90/hour and Medical Only Facilitator (MOF) support is \$50/hour
Year 2 – TCM \$90/hour; MOF \$50/hour
Year 3 – TCM \$90/hour; MOF \$50/hour
Year 4 – TCM \$95/hour; MOF \$55/hour
Year 5 – TCM \$95/hour; MOF \$60/hour

ANNUAL ADMINISTRATIVE SERVICES

Year 1 - \$22,500

Year 2 - \$22,500

Year 3 - \$22,500

Year 4 - \$23,500

Year 5 - \$23,500

Total - \$114,500

Services include:

1. Access to iCE for 3 users per contract year. CCMSI formally trains County personnel in using the system.
2. Manage all aspects of transition.
3. Deliver and discuss written contract.
4. Coordinate data and physical file transfers, including a data conversion for run-out files. CCMSI is not charging a fee for the data conversion.
5. Execute new client set-up on iCE, our online system, e.g, hierarchies.
6. Establish banking/funding protocols.
7. Deliver data reports as agreed.
8. Account Manager (Bill O'Neill) serves a primary contact for program concerns.
9. Create Client Service Instructions to memorialize services/protocols.
10. Facilitate audit requests.
11. Manage billing process.
12. Assist in State or Regulatory filings.
13. Issue 1099's for vendors.
14. Account for SCHIP reporting. We need to address this topic; CMS initiates mandatory reporting/protection of liens effective 1/1/11.

Allocated Loss Adjustment Expenses (ALAE)

We ask that the County pay these charges paid to persons or firms other than CCMSI, which are deemed eligible expenses under the Program. These charges include expenses in connection with investigation, adjustment, settlement or defense of Program claims, even if such expenses are incurred by CCMSI.

1. Independent Medical Exams.
2. Managed Care Expenses.
3. Fraud detection, such as surveillance and skip tracing.
4. Attorneys, subject matter experts and process servers.
5. Court costs, fees, interest and expenses.
6. Depositions, court reporters and recorded statements.
7. Independent adjusters and appraisers.
8. Index Bureau and OFAC (Office of Foreign Assets and Control) searches.
9. Electronic Data Interchange, if required by state law.
10. Retain vendor – we use *Gould & Lamb* – to negotiate Claim Settlement Allocations in relation to SCHIP. Our fee is \$25 per “hit” to access the CMS website paid as an expense to the claim file.
11. Records such as police, weather, fire, coroner and other documents necessary to investigate a claim.
12. Charges for accident reconstruction, cause and origin analyses and the like.
13. Costs for medical records, personnel documents and other materials necessary for claims adjudication under the Program.
14. All other expenses normally recognized as ALAE.

CREATING EFFICIENCIES

One central theme during our oral interview is shoring up processes that lead to mitigating costs. Some preliminary examples are captured below.

1. Exploit our iCE system given the myriad fields that populate this online Risk Management tool. Section 4 in our written proposal exhibits particular features of this system. Triangle reports reveal metrics over a 60 month period, for example, that highlight areas of strengths and weaknesses.
2. To the extent possible, and at the pleasure/review/debate by County Commissioners, we suggest \$1,000 in settlement authority be granted to Risk Management to quickly dispose of small physical damage claims if there is liability on the part of the County.
3. Access our Loss Control video library to teach defensive driving skills and other preventative measures.
4. Continually review methodologies and refine claims handling as captured in our Client Services Instructions.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

MBE/WBE UTILIZATION PLAN

Section 1

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: Insurers Review Services, Inc.

Address: 225 N. Michigan Avenue, Suite 902

E-mail: irsinc@ameritech.net

Contact Person: Al Robinson Phone: (312) 938-0900

Dollar Amount Participation: \$ To be determined.

Percent Amount of Participation: 35 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***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.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Not applicable.

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Excess Liability Ins., Request For Proposal No. 09-50-1059P

From: Insurers Review Service, Inc.
(MBE/WBE Firm)

To: CCMSI 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.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Claims review and management support</u>	\$ <u>TBD</u>	<u>35 %</u>
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
4. _____	\$ _____	_____ %
Total:		\$ _____ <u>35 %</u>

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 Alvin Robinson (print name)

the President (title) and duly authorized representative of the Insurers Review Service, 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 35 % for the contract amount \$ TBD.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary's Signature)

(Notary Seal)

**COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY**

Upon penalty of perjury, Rodney J. Golden (print name),
the Chief Operating Officer (title) and duly authorized
representative of Cannon Cochran Management Services, Inc (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 \$ TBD, which represents the
above indicated total percentage 35 % for the contract amount \$ TBD.

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

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary's Signature) _____
(Notary Seal)

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

NOT APPLICABLE.

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): Unknown at this time.

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

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
Jerry Armatis	Metairie, LA	6.33%
Sheldon Brechtel	Metairie, LA	5.99%
Carl Ayestas	Metairie, LA	7.99%

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

Declaration (check the applicable box):

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

Rodney J. Golden

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

Signature

rgolden@ccmsi.com

E-mail address

Subscribed to and sworn before me this _____ day of _____, 20__.

X

Notary Public Signature

Chief Operating Officer

Title

9.27.2010

Date

217.446.1089

Phone Number

My commission expires:

Notary Seal

04.09

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, complete 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: Cannon Cochran Management Services, Inc. (CCMSI)

BUSINESS ADDRESS: 2 East Main Street
Danville, IL 61832

BUSINESS TELEPHONE: 217-446-1089 FAX NUMBER: 217-443-0927

CONTACT PERSON: Rodney J. Golden

FEIN: 37-1057804 *IL CORPORATE FILE NUMBER: See State of Delaware certification attached.

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: G. Bryan Thomas VICE PRESIDENT: Sheldon Brechtel

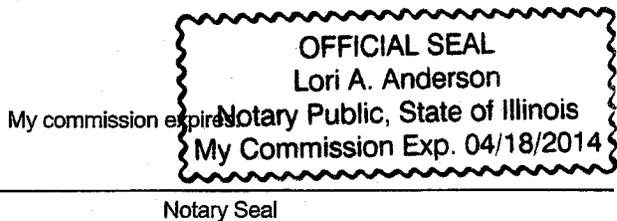
SECRETARY: Rodney J. Golden TREASURER: John F. Kluth II

**SIGNATURE OF PRESIDENT: *G. Bryan Thomas*

ATTEST: *Rodney J. Golden* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
25th day of January, 2011.

x *Lori A. Anderson*
Notary Public Signature



* 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.

247
1127

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:

Joni Preechumdee

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz

COOK COUNTY PURCHASING AGENT

Constantin M. Kravitz

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF March, 2011

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

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

11-41-05

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OR

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

MAR 01 2011

COM _____

TOTAL AMOUNT OF CONTRACT: \$

501,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

JTB 2-8-11
ASSISTANT STATE'S ATTORNEY