

**AGREEMENT  
FOR  
EMPLOYER-SPONSORED DENTAL INSURANCE BENEFITS**

BETWEEN



COOK COUNTY, ILLINOIS

DEPARTMENT OF RISK MANAGEMENT

AND

FIRST COMMONWEALTH, INC.  
A WHOLLY OWNED SUBSIDIARY OF  
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JAN 18 2012

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# PROFESSIONAL SERVICES AGREEMENT

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Schedule 3(k)	Initial Subcontractors
Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

Economic Disclosure Statement

## AGREEMENT

This Agreement, dated as of December 1, 2011, is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer, hereinafter referred to as "County", and First Commonwealth, Inc. A Wholly Owned Subsidiary of The Guardian Life Insurance Company of America, a Delaware corporation, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 7th day of September, 2011, as evidenced by Board Authorization letter attached hereto as Exhibit 4.

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Employer-Sponsored Health Benefits. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives. Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE DEFINITIONS**

#### Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance

approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Department"** means the Cook County Department of Risk Management.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity engaged by Contractor specifically with respect to this Agreement with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**b) Interpretation**

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Schedules and Exhibits**

The following attached Schedules and Exhibits are made a part of this Agreement:

Schedule 3(d)(ii)	Key Personnel
Schedule 3(k)	Initial Subcontractors
Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Economic Disclosure Statement	

**ARTICLE (3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3(c). The Services that Contractor shall provide include those described in Exhibit 1, Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here. Contractor shall provide such additional services as may be agreed upon in writing from time to time by the parties hereto.

**b) Deliverables**

In carrying out its Services, Contractor may be required to prepare or provide to the County various Deliverables. "**Deliverables**" are the work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County the delivery of which is material to the provision of the Services.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has thirty (30) days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within thirty (30) days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to maintain at all times the confidentiality thereof.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and dedicated to perform the Services. Contractor must include among its staff the Key Personnel identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within fourteen (14) days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means the incumbents from time to time in each of those job titles set forth on Schedule 3(d)(ii) hereto. The Department may at any time in writing notify Contractor that the County will no longer

accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(d)(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Cook County Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Cook County Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3(f)(i)(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage.

Subcontractors performing Services for Contractor must maintain limits of not less than \$100,000 with the same terms in this Section 3(f)(i)(3).

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3(f)(i)(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Contractor must provide to the County (care of the Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602) evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. Additionally, Contractor agrees to provide to County evidence of any insurance renewals obtained during the term of this Agreement on the County Insurance Certificate Form. The receipt of any evidence of coverage contemplated by this Agreement does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on any certificate are in compliance with all Agreement requirements. The failure of the County to obtain insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until evidence of insurance is provided.

(2) Subject to policy terms which permit immediate termination in the event of non-payment or material change, the insurance policies required by this Agreement will provide for ninety (90) days prior written notice to be given to Contractor in the event coverage is substantially changed, canceled or non-renewed, which will in turn provide notice to the County. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Contractor must require all Subcontractors to maintain the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) Subject to reasonable advanced notice, the Department maintains the right to modify, delete, alter or change these requirements.

**g) 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 Agreement by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, , 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.

**h) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Agreement 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 Agreement 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, unless required to do so by applicable law, regulation, governmental order or judicial action. Except with respect to those produced in connection with the provision of Services hereunder, 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 Agreement (the "Documents") shall be the property of the County. It shall be a breach of this Agreement for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County 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 Agreement, 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. Upon reasonable notice to Contractor, the County and its designees shall be afforded full access to the Documents and the work.

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor and which are necessary for the provision of the Services. Such licenses shall be clearly marked with a reference to the number of this Agreement. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated at the time of delivery, 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 Agreement; 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 Agreement.

**j) Examination of Records and Audits**

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 Agreement, 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 Agreement, 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 Agreement.

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 Agreement.

In the event the Contractor receives payment under the Agreement, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Agreement 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 twelve (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.

**k) Subcontract, Subcontracting or Assignment of Agreement or Agreement Funds**

Once awarded, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer, *provided, however*, that the County shall be deemed to have granted its approval to the use of the entities listed on Schedule 3(k) as Subcontractors under this Agreement. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Agreement. The Contractor shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Chief Procurement Officer shall have the right to disapprove of any Subcontractor. Identification of Subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontractors shall be subject to the terms of this Agreement. Contractor shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor agrees to disclose to the County the name and business address of each lobbyist and any other person or entity that the Contractor has retained or expects to retain in connection with the provision of Services hereunder, as well as the nature of the relationship. 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 Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

## **ARTICLE TERM OF PERFORMANCE**

### **Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2011 ("Effective Date") and continue until November 30, 2013 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

### **Timeliness of Performance**

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4(a) and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4(b)(i) may result in economic or other losses to the County.

Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

### **Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under such terms and conditions as may be mutually agreed upon by the parties hereto. After approval by the Cook County Board of Commissioners and notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10(c).

## **ARTICLE COMPENSATION**

### **Basis of Payment**

The County will pay Contractor according to the Schedule of Compensation in the

attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the 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.

**c) Funding**

Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10(c).

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

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

**f) Price Reduction**

If at any time after the contract award, 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 Agreement for the duration of the Agreement period. For purposes of this Section 5(f), 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.

**g) 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 Agreement, 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.

**ARTICLE (6) DISPUTES**

Any dispute arising under the Agreement between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE (7) COMPLIANCE WITH ALL 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 Agreement 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.

## **ARTICLE (8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9(a) and 9(c).

### **b) Ethics**

In addition to the foregoing warranties and representations, Contractor warrants:

(i) to the knowledge of Contractor, no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics; and

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation and corporate by-laws.

**e) Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) To its knowledge, Contractor covenants that it and its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) If Contractor becomes aware of a conflict of interest, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not

participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information relating to this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

vi) Furthermore, if the County informs the Contractor that federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE (9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:

- (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
  - i) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - ii) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - iii) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed thirty (30) days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to

terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9(b) and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly, if the County satisfies all regulatory requirements applicable to the provision of the Services (including maintaining the appropriate licenses), or through others which satisfy all regulatory requirements applicable to the Services (including maintaining the appropriate licenses), and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9(b);
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9(a) and 9(b) of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, Contractor's obligation to provide Services will immediately cease. Contractor agrees to return or deliver all materials that may have been accumulated in performing this Agreement, whether completed or in the process, no later than ten (10) days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down the provision of Services covered by the termination. Contractor and the County agree that the County will not be responsible for the reimbursement of any costs after the effective date of the termination are allowed, provided, however, that the County shall remain obligated to reimburse Contractor for any payments made by Contractor to providers upon claims that arose prior to the date of termination. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9(a) and 9(b) is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9(c).

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving fifteen (15) days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. Upon notice of suspension, Contractor's obligations to provide Services shall cease as of the date of the suspension. No costs incurred after the effective date of such suspension are allowed, except those costs directly related to (i) the suspension of Services, and (ii) the reimbursement of Contractor for any payments made by

Contractor to providers upon claims that arose prior to the date of suspension. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty five (45) days within any one year of this Agreement. If the total number of days of suspension exceeds forty five (45) days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9(c).

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9(b) of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

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 Agreement.

**g) Prepaid Fees**

In the event this Agreement 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.

## **ARTICLE (10) GENERAL CONDITIONS**

### **a) Entire Agreement**

#### **i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

#### **ii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### **iii) No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Modifications and Amendments**

The parties may from time to time during the term of the Agreement make modifications and amendments to the Agreement 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 Agreement 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 Agreement by more than thirty (30) days may only be made with the written approval of the Chief Procurement Officer.

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10(c), Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Agreement.

**d) Governing Law and Jurisdiction**

This Agreement 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 Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, 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 Agreement.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other

provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Contractor must at all times cooperate fully with the County. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**ARTICLE (11) NOTICES**

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Risk Management  
118 N. Clark Street, Room 1072  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor: First Commonwealth, Inc.  
550 W. Jackson Blvd., Suite 800  
Chicago, Illinois 60661  
Attention: Group Representative

with a copy (which shall not constitute notice) to:

The Guardian Life Insurance Company of America  
7 Hanover Square  
New York, New York 10004  
Attention: General Counsel

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE (12)      AUTHORITY**

Execution of this Agreement by Contractor is authorized by its governing documents, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Remainder of Page Intentionally Left Blank]

Schedule 3(d)(ii) Key Personnel

Judy Decoux Key Account Manager

Schedule 3(k) Initial Subcontractors

First Commonwealth Insurance Company  
Risk Management Solutions of America, Inc.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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1	MBE/WBE Utilization Plan	EDS 3-4
2	Letter of Intent	EDS 4-5
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 6-8
4	Certifications	EDS 9-10
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 11-15

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GARNER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG BOSLIV	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANH DOODY GORHAM	17th Dist.



June 18, 2009

COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY  
DIRECTOR

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

Mr. Bennie Jones, President  
Risk Management Solutions of America, Inc.  
309 W. Washington, Suite 200  
Chicago, IL 60606

RECEIVED JUN 23 2009

Annual Certification Expires: August 20, 2010

Dear Mr. Jones:

Congratulations on your continued eligibility for Certification as an MBE (6) by Cook County Government. This MBE (6) Certification is valid until August 20, 2011; however your firm must be revalidated annually. Your firm's next annual validation is required by August 20, 2010.

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

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

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

**Property and Casualty Insurance, Claims Administration, Managed Care, Risk Management  
Consulting and Insurance Placement.**

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

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

Sincerely,

Betty Hancock Perry

Director

BHP/ae

Enclosed: No Change Affidavit



Printed on Recycled Paper

**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](http://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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

EXHIBIT III COOK COUNTY LETTER OF INTENT

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

Contract Title & Number: Managed Care Dental Benefits / (DPPO) 0541476

From: Risk Management Solutions of America, Inc.  
(Name of MBE/WBE Firm)

To: First Commonwealth Inc. and the County of Cook  
(Name Of Prime Contractor)

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

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

Description of Service/Supply		Fee/Cost	
1. Customer Service Support	\$ 43,300	100	%
2.	\$		%
3.	\$		%
4.	\$		%
5.	\$		%
Total:	\$ 43,300	100	%

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

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

Upon Penalty of perjury, I Bennie Jones (print name)

the President (title) and duly authorized representative of the

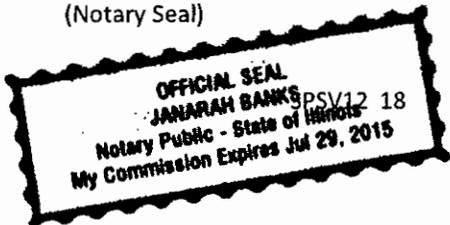
MBE and/or WBE Risk Management Solutions (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$ 43,300 which represents the above indicated percentage of 35 % of this contract bid amount of \$ 123,715

(Signature of affiant) [Signature] (Date) 12 12 2011

Subscribed and sworn to before me this 2<sup>nd</sup> day of December 2011

[Signature]  
(Notary's Signature)

[Seal]  
(Notary Seal)



Upon Penalty of perjury, I Richard Goren (print name)  
the President (title) and duly authorized representative of the Prime  
First Commonwealth Insurance Company, a wholly owned subsidiary  
of The Guardian Life Insurance Company of America

Bidder \_\_\_\_\_ (firm name) affirm that all of the foregoing  
information is true and correct and that the products/services indicated above will be purchased and  
paid for in the above indicated dollar amount of \$ 35,700 which represents the  
above indicated percentage of 35% of this contract bid of \$ 102,000

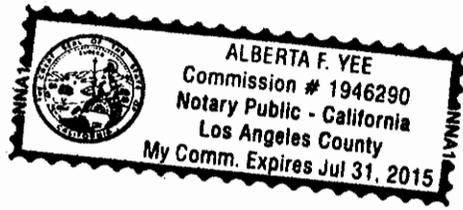
[Signature]  
\_\_\_\_\_  
(Signature of affiant)

01 / 9 / 12  
\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this 9th day of January, 20 12

[Signature]  
\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)



**EXHIBIT II CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION**

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

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

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

**II. Direct Participation of MBE/WBE Firms**

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

1. Name of MBE/WBE: Risk Management Solutions of America, Inc.  
Address: 150 S. Wacker Dr., Ste 1300, Chicago, IL 60606  
Contact Person: Bennie Jones Phone: 312 960-6200  
Dollar Amount of Participation \$ 43,300 per year  
Percent Amount of Participation 100%  
Letter(s) of Intent attached? Yes  No   
Letter(s) of Certification attached? Yes  No

**III. Indirect Participation of MBE/WBE Firms**

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Indirect Participation: \$ \_\_\_\_\_  
Percent Amount of Indirect Participation: \_\_\_\_\_ %  
Letter(s) of Intent/Invoices attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Letter(s) of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Attach additional sheets as needed to fully document MBE/WBE participation

EXHIBIT III COOK COUNTY LETTER OF INTENT

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

Contract Title & Number: Managed Care Dental Benefits / (DHMO) 0541477

From: Risk Management Solutions of America, Inc.  
(Name of MBE/WBE Firm)

To: First Commonwealth Insurance Company and the County of Cook  
(Name Of Prime Contractor)

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

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

Description of Service/Supply	Fee/Cost
1. Customer Service Support	\$ 35,700 100 %
2.	\$ %
3.	\$ %
4.	\$ %
5.	\$ %
Total:	\$ 35,700 100 %

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

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

Upon Penalty of perjury, I Bennie Jones (print name)

the President (title) and duly authorized representative of the

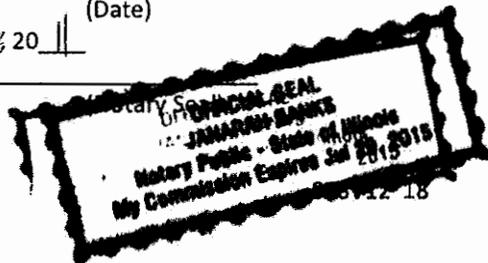
MBE and/or WBE Risk Management Solutions (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$ 35,700 which represents the above indicated percentage of 35 % of this contract bid amount of \$ 102,000

[Signature]  
(Signature of affiant)

12 12 2011  
(Date)

Subscribed and sworn to before me this 12 day of DECEMBER 20 11

[Signature]  
(Notary's Signature)



Upon Penalty of perjury, I Dong Ahn (print name)  
 the President (title) and duly authorized representative of the Prime  
First Commonwealth, Inc., a wholly owned subsidiary of The Guardian  
Life Insurance Company of America  
 Bidder \_\_\_\_\_ (firm name) affirm that all of the foregoing information is true  
 and correct and that the products/services indicated above will be purchased and paid for in the above  
 indicated dollar amount of \$ 43,300 which represents the above indicated percentage of  
 35% of this contract bid of \$ 123,715

Dong Ahn  
 \_\_\_\_\_  
 (Signature of affiant)

01 / 11 / 12  
 \_\_\_\_\_  
 (Date)

Subscribed and sworn to before me this 11<sup>th</sup> day of January, 2012

Leslie Lawrence  
 \_\_\_\_\_  
 (Notary's Signature)

**LESLIE LAWRENCE**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
 No. 01LA6229069 (Notary Seal)  
 Qualified In New York County  
 My Commission Expires October 04, 2014

EXHIBIT II CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

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

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

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

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: Risk Management Solutions of America, Inc.  
Address: 150 S. Wacker Dr., Ste 1300, Chicago, IL 60606  
Contact Person: Bennie Jones Phone: 312 960-6200  
Dollar Amount of Participation \$ 35,700 per year  
Percent Amount of Participation 100%  
Letter(s) of Intent attached? Yes  No   
Letter(s) of Certification attached? Yes  No

III. Indirect Participation of MBE/WBE Firms

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Indirect Participation: \$ \_\_\_\_\_  
Percent Amount of Indirect Participation: \_\_\_\_\_ %  
Letter(s) of Intent/Invoices attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Letter(s) of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Attach additional sheets as needed to fully document MBE/WBE participation

**MBE/WBE UTILIZATION PLAN**  
**Section 1**

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

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

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

II. **Direct Participation of MBE/WBE Firms**

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

MBE/WBE Firm: Risk Management Solutions of America, Inc.

Address: 309 West Washington Street, Suite 200

E-mail: bjones@rmsoa.com

Contact Person: Bennie Jones Phone: 312-960-6206

Dollar Amount Participation: \$ 115,000 (est)

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: \_\_\_\_\_

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: Health Insurance Benefits / 11-87-004-Q

From: Risk Management Solutions of America, Inc.  
(MBE/WBE Firm)

To: Guardian and the County of Cook  
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. <u>Enrollment Support</u>	<u>\$ 115,000 (est) 35%</u>
2. <u>Customer Service Support</u>	<u>\$ _____ %</u>
3. _____	<u>\$ _____ %</u>
4. _____	<u>\$ _____ %</u>
<b>Total: \$ 115,000 (est) 35%</b>	

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 Bennie Jones (print name)

the President (title) and duly authorized representative

of the Risk Management Solutions of America, 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 \$ 115,000 which represents the

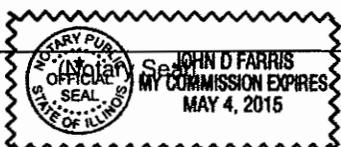
above indicated total percentage 35 % for the contract amount \$ 328,000.

[Signature]  
(Signature of affiant)

5/23/11  
(Date)

Subscribed and sworn to before me this 23 day of May, 2011

[Signature]  
(Notary's Signature)



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

Upon penalty of perjury, Christopher T. Swankoz (print name),  
the VP Group Dental (title) and duly authorized  
representative of The Guardian Life Insurance Company (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 \$ 115,000, which represents the  
above indicated total percentage 35 % for the contract amount \$ 328,500.

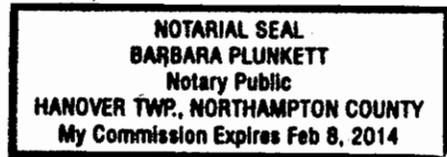
Christopher T. Swankoz  
(Signature of affiant)

5, 19, 11  
(Date)

Subscribed and sworn to before me this 19<sup>th</sup> day of May, 2011.

Barbara Plunkett  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)



#1254193

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

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

**FULL MBE WAIVER**

**FULL WBE WAIVER**

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

\_\_\_\_\_ % 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.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>- None -</u>	
_____	
_____	
_____	

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

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

a) Is Bidder a "Local Business" as defined above?  
Yes:   X   No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
550 W. Jackson Blvd, Suite 800  
Chicago IL 60661  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No:   X  

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

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

\_\_\_\_\_ Applicant has no "Substantial Owner."

OR:

  X   The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

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

OR:

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

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

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

None  
\_\_\_\_\_  
\_\_\_\_\_

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

# COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

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

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

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

### Privilege Information:

County Privilege: \_\_\_\_\_  
County Department: \_\_\_\_\_

### Applicant Information:

Name: First Commonwealth, Inc., a wholly owned Subsidiary of The Guardian Life Insurance Company of America  
SS# (Last Four Digits): \_\_\_\_\_  
Street Address: 550 W. Jackson Blvd., Suite 800  
City: Chicago State: Illinois Zip: 60661  
Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Drivers License No: \_\_\_\_\_

### Child Support Obligation Information:

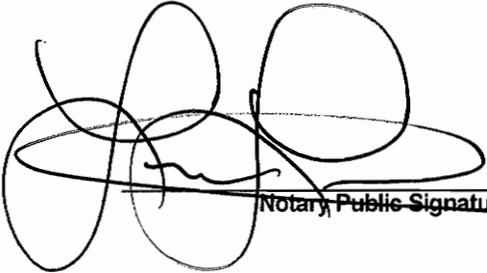
The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- \_\_\_\_\_ A. The Applicant has no judicially or administratively ordered child support obligations.  
\_\_\_\_\_ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.  
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations  
\_\_\_\_\_ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: *Jeanmarie Jones* Date: 1/11/12

Subscribed and sworn to before me this 11<sup>th</sup> day of January, 2012



Notary Public Signature

**LESLIE LAWRENCE**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01LA6229069**  
**Qualified in New York County**  
**My Commission Expires October 04, 2014**

Notary Seal

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

### Identifying Information:

Name First Commonwealth Inc., D/B/A: N/A EIN NO.: 75-2154228  
a wholly owned subsidiary of The Guardian Life Insurance Company of America

Street Address: 550 W. Jackson Blvd., Suite 800

City: Chicago State: Illinois Zip Code: 60661

Phone No.: 1-800-933-3136

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
<u>The Guardian Life Insurance Company of America</u>	<u>7 Hanover Square</u>	<u>100%</u>
	<u>New York, NY 10004</u>	

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
<u>NA</u>		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>NA</u>			

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

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

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

Jermaine Jones  
Signature

Jermaine - Jones @ GLIC.COM  
E-mail address

Controller  
Title

12/27/11  
Date

212-598-8633  
Phone Number

Subscribed to and sworn before me  
this 27<sup>th</sup> day of December 2011.

[Signature]  
Notary Public Signature

**LESLIE LAWRENCE** expires:  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01LA6229069**  
**Qualified in New York County**  
**My Commission Expires October 04, 2014**

Notary Seal



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 OFFICE  
312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Dong Ahn Title: President

Business Entity Name: First Commonwealth, Inc., a wholly owned subsidiary of The Guardian Life Insurance Company of America Phone: 1-800-933-3136

Business Entity Address: 550 W., Jackson Blvd., Suite 800, Chicago, Illinois 60661

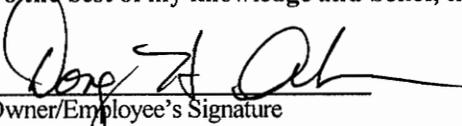
The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

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

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

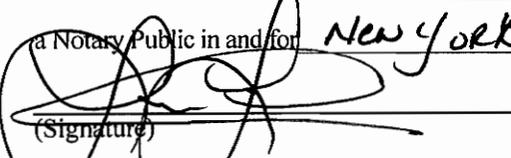
**To the best of my knowledge and belief, the information provided above is true and complete.**

  
Owner/Employee's Signature

1/11/12  
Date

Subscribe and sworn before me this 11<sup>th</sup> Day of January, 2012

a Notary Public in and for New York County

  
(Signature)

**LESLIE LAWRENCE**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
No. 01LA6229069  
Qualified in New York County  
My Commission Expires October 04, 2014

NOTARY PUBLIC  
SEAL

My Commission expires October 4, 2014

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

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

**SIGNATURE BY A CORPORATION  
(SECTION 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: First Commonwealth, Inc., a wholly owned subsidiary of The Guardian Life Insurance Company of America

BUSINESS ADDRESS: 550 W., Jackson Blvd., Suite 800, Chicago, Illinois 60661

BUSINESS TELEPHONE: 1-800-933-3136

FAX NUMBER: 1-312-279-5187

CONTACT PERSON: Judy DeCoux

FEIN: 75-2154228      \*IL CORPORATE FILE NUMBER: 54927878

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Dong Ahn      VICE PRESIDENT: Stuart Shaw

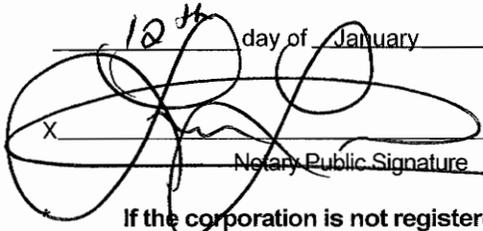
SECRETARY: Tracy Rich      TREASURER: Walter Skinner

\*\*SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this

12<sup>th</sup> day of January, 2012

X   
Notary Public Signature

**LESLIE LAWRENCE**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01LA6229069**  
**Qualified In New York County**  
**My Commission Expires October 04, 2014**

My commission expires: October 4, 2014

Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE  
(SECTION 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 Preechumree*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maia de Lencastre*

\_\_\_\_\_  
COOK COUNTY PURCHASING AGENT

*Tahel Reubold*

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 18<sup>th</sup> DAY OF January, 2012.

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

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OR

JAN 18 2012

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_ COM \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 8,000,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: 542,177 (Dental Insurance)

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

## EXHIBIT 1

### Scope of Services

Scope of Services includes the following Attachments

Attachment 1 – Transition Allowances

Attachment 2 – Performance Guarantees

Attachment 3 – First Commonwealth Dental Program

Certificate of Coverage

Appendix A – Additional Terms & Conditions

**Scope of Services**

Function	Standard Services	Confirm
Billing/Fees/ Premium Collection	1. Vendor agrees to invoice the County for claims payments and for administrative services on a monthly basis.	Yes - In Base Fee
Claims Administration Services	2. The County will pay for premiums (if fully insured) or claim payments/administration fees (if self-funded) via checks monthly with a 60 days drag.	Yes - In Base Fee
	3. Identification of upcoded, unbundled and/or fragmented claim submissions.	Yes - In Base Fee
	4. Initial overpayment recovery effort including referral to outside collection agency.	Yes - In Base Fee
	5. Maintenance of Plan and Member information for claim calculation.	Yes - In Base Fee
	6. Fraud Prevention Programs	Yes - In Base Fee
	7. Toll-free line for Cook County member calls to claims office.	Yes - In Base Fee
	8. Respond to Insurance Department complaints.	Yes - In Base Fee
	9. Notification to Members of denied Plan Benefit claims, the reason for the denial and appeal rights.	Yes - In Base Fee
	10. Evaluate and process claims.	Yes - In Base Fee
	11. Claim adjudication based on plan design.	Yes - In Base Fee
	12. Coordination of benefits	Yes - In Base Fee
	13. Dedicated customer and claims service units for Cook County with electronic access to eligibility, claims history from all adjudication systems.	Yes - In Base Fee
	Drafting	14. Preparing administrative services contract, agreements and other related agreements/amendments
	15. Review Plan Sponsor documents from Cook County and produce final plan documents in a timely manner.	Yes - In Base Fee
	16. Prepare Summary Plan Description (SPDs)	Yes - In Base Fee
	17. Assist Cook County with member communications as required.	Yes - In Base Fee
	18. Provide communications and production support to develop, modify, produce and print materials.	Yes - In Base Fee
	19. Cook County must be allowed to review key member communication in advance of distribution, regardless of distribution method.	Yes - In Base Fee
Eligibility	20. Eligibility verification using weekly Member eligibility data feed updated weekly by the County.	Yes - In Base Fee
	21. Notification confirming eligibility file was received and processed; error reports sent electronically via secure email or accessible via a secure website, with notification that error reports are ready for review within a week of receiving the file	Yes - In Base Fee
Enrollment	22. Work with the County to develop Open Enrollment materials (funded and produced by the vendor - approximately \$20,000 per year).	Yes - In Base Fee
Plan Changes	23. Cook County reserves right to terminate agreement if parties cannot come to agreement on new service fee due to plan changes within 30 days of Cook County's receipt of vendor's request for change in service fee.	Yes - In Base Fee
	24. Cook County has right to continue plan for 30 days after above deadline before terminating agreement.	Yes - In Base Fee
Service Support	25. Cohesive and dedicated Account Management team available to Cook County including account executive, financial/analytic consultant to assist with development and performance of ad-hoc and regular reporting services as well as fully integrated claim and account management teams.	Yes - In Base Fee
	26. Dedicated customer advocate that will serve as a direct contact and resource to Cook County Benefits Staff and members to answer questions and escalate issues. Advocate would be located at the claim and customer service site.	Yes - In Base Fee
	27. Provide information relating to Plan and Services within 30 days, or less if mutually agreed upon or required by law.	Yes - In Base Fee
	28. Provide Cook County with a de-identified summary of issues from issue tracking database upon request.	Yes - In Base Fee

**Scope of Services**

Function	Standard Services	Confirm
Billing/Fees/ Premium Collection	1. Vendor agrees to invoice the County for claims payments and for administrative services on a monthly basis.	Yes - In Base Fee
	2. The County will pay for premiums (if fully insured) or claim payments/administration fees (if self-funded) via checks monthly with a 60 days drag.	Yes - In Base Fee
	3. Identification of upcoded, unbundled and/or fragmented claim submissions.	Yes - In Base Fee
	4. Initial overpayment recovery effort including referral to outside collection agency.	Yes - In Base Fee
	5. Maintenance of Plan and Member information for claim calculation.	Yes - In Base Fee
	6. Fraud Prevention Programs	Yes - In Base Fee
	7. Toll-free line for Cook County member calls to claims office.	Yes - In Base Fee
	8. Respond to Insurance Department complaints.	Yes - In Base Fee
	9. Notification to Members of denied Plan Benefit claims, the reason for the denial and appeal rights.	Yes - In Base Fee
	10. Evaluate and process claims.	Yes - In Base Fee
	11. Claim adjudication based on plan design.	Yes - In Base Fee
	12. Coordination of benefits	Yes - In Base Fee
	13. Dedicated customer and claims service units for Cook County with electronic access to eligibility, claims history from all adjudication systems.	Yes - In Base Fee
	14. Preparing administrative services contract, agreements and other related agreements/amendments	Yes - In Base Fee
	15. Review Plan Sponsor documents from Cook County and produce final plan documents in a timely manner.	Yes - In Base Fee
	16. Prepare Summary Plan Description (SPDs)	Yes - In Base Fee
	17. Assist Cook County with member communications as required.	Yes - In Base Fee
Drafting		

### Scope of Services

	18. Provide communications and production support to develop, modify, produce and print materials.	Yes - In Base Fee
	19. Cook County must be allowed to review key member communication in advance of distribution, regardless of distribution method.	Yes - In Base Fee
<b>Eligibility</b>	20. Eligibility verification using weekly Member eligibility data feed updated weekly by the County.	Yes - In Base Fee
	21. Notification confirming eligibility file was received and processed; error reports sent electronically via secure email or accessible via a secure website, with notification that error reports are ready for review within a week of receiving the file	Yes - In Base Fee
<b>Enrollment</b>	22. Work with the County to develop Open Enrollment materials (funded and produced by the vendor - approximately \$20,000 per year).	Yes - In Base Fee
<b>Plan Changes</b>	23. Cook County reserves right to terminate agreement if parties cannot come to agreement on new service fee due to plan changes within 30 days of Cook County's receipt of vendor's request for change in service fee.	Yes - In Base Fee
	24. Cook County has right to continue plan for 30 days after above deadline before terminating agreement.	Yes - In Base Fee
<b>Service Support</b>	25. Cohesive and dedicated Account Management team available to Cook County including account executive, financial/analytic consultant to assist with development and performance of ad-hoc and regular reporting services as well as fully integrated claim and account management teams.	Yes - In Base Fee
	26. Dedicated customer advocate that will serve as a direct contact and resource to Cook County Benefits Staff and members to answer questions and escalate issues. Advocate would be located at the claim and customer service site.	Yes - In Base Fee
	27. Provide information relating to Plan and Services within 30 days, or less if mutually agreed upon or required by law.	Yes - In Base Fee
	28. Provide Cook County with a de-identified summary of issues from issue tracking database upon request.	Yes - In Base Fee
	29. On-site Open Enrollment meetings (approx. 15 meetings per year)	Yes - In Base Fee
	30. On-site quarterly meetings, as requested.	Yes - In Base Fee
	31. No additional administrative charges for ad hoc reports, special processes, communication materials, etc.	Yes - In Base Fee
	32. Annual paper and electronic based member satisfaction surveys, ongoing member service callback surveys and annual account/implementation satisfaction surveys	Yes - Included in Base
<b>Financial Underwriting</b>	33. Prepare and communicate annual accounting package reconciling the number of claims, administrative fees, and claims paid vs. actual charges.	Yes - In Base Fee
	34. Provide current and projected costs including quotations for alternate benefits and/or levels of administrative services.	Yes - In Base Fee
	35. Provide Cook County and their consultants direct access to your underwriters.	Yes - In Base

**Scope of Services**

	36. Prepare and communicate renewal fees	Fee Yes - In Base
	37. Support Field/Account Executives with ad hoc issues management	Fee Yes - Included in Base
<b>ID Cards</b>	38. Online access available to members to request cards	Yes - In Base Fee
	39. ID cards created and distributed to each member of a family within 5 business days from the request (if requested)	Yes - Included in Base
<b>Member Services</b>	40. Toll-free line with member services team that will answer participant calls from 8:00 AM - 8:00 PM CST, Monday through Friday (except Federal holidays).	Yes - Included in Base
	41. Dedicated member services team that will respond to telephone, electronic mail and written inquiries from participants. The team will also document all inquiries in secure issue tracking database.	Yes - Included in Base
	42. Access to In-network dentist locator via Internet and via paper directory, upon request.	Yes - Included in Base
	43. Member access to EOBs online and ability to select paperless option.	Yes - Included in Base
	44. Respond to and document employee first and second level ERIISA appeals, complaints and grievances	Yes - Included in Base
	45. Customized client-specific website with personal benefits, claims information, and consumer decision support tools and services for performing common transactions.	Yes - Included in Base
	46. Distribution of drafts and standard EOBs.	Yes - Included in Base
<b>Data/Reporting</b>	47. Schedule A-type document for 5500 reporting	Yes - Included in Base
	48. Online access to experience reports and ad-hoc reporting tools capable of reporting at Business Area and Sub-Area level of detail as defined by Cook County.	Yes - Included in Base
	49. Custom reporting (specify hours included in base fee)	Yes - Included in Base
	50. Facilitate data exchanges required for the County's COBRA administration (in-house)	Yes - Included in Base
	51. No data input services provided off shore.	Yes - Included in Base
	52. Limit data fields transferred to only the essential elements that are necessary for managing Cook County's benefit plans.	Yes - Included in Base
	53. Type 2 SAS 70 audit report delivered to Cook County annually.	Unable to

### Scope of Services

	Administrator
<b>Implementation</b>	
54. Comprehensive systems testing and quality assurance audits, with results reported to Cook County, prior to the contract effective date.	Yes - Included in Base
55. Develop formal implementation plan which defines key tasks, dependencies and completion dates and is agreed to by both parties	Yes - Included in Base
56. Develop a specific transition policy for participants who are in the middle of care and their provider is no longer in-network.	Yes - Included in Base
57. Vendor agrees that the dedicated implementation manager will continue to support Cook County a minimum of 45 days after the implementation date.	Yes - Included in Base
58. Onsite training for the online reporting tool and offer a minimum of five user ID's	Yes - Included in Base
<b>Networks</b>	
59. Credential and re-credential Participating Providers and ensure third-party network vendors credential/re-credential Participating providers in accordance with your standard vendor requirements.	Yes - Included in Base
60. Review Participating Provider compliance with protocols and procedures for quality, participant satisfaction, and grievance resolution	Yes - Included in Base
61. Facilitate the identification of Participating Providers by Members.	Yes - Included in Base

## Transition Allowances

Category	Proposed Allowance	Confirm	Comment
<b>Audits</b>			
Pre-Implementation Audit		Choose Response	
Post-Implementation Audit (within three months of go-live)		Choose Response	
Due Diligence Audit (within one year of go-live)		Choose Response	
Ongoing Audits (if vendor fails)		Choose Response	
<b>Other</b>			
Other Implementation Allowance		Choose Response	
Communications Materials		Yes	
<b>Total \$ Amount - Transition Cost Allowances</b>		Choose Response	
Other Allowance		Choose Response	
Other Allowance		Choose Response	
Other Allowance		Choose Response	
Other Allowance		Choose Response	

**Performance Guarantees**

Metric	Definition	Guarantee	Payout Penalty Formula	Allocation Percent	Confirm	Comment or Proposed Deviation
Claims Quality	Calculated as the total audited "paid" dollars minus the absolute value of over and underpayments, divided by total audited paid dollars.	99.5%			Yes	
Payment Incidence Accuracy	Calculated as the total number of audited claims (pays and no pays) minus the number of claims processed with payment error, divided by the total number of audited claims.	98.0%			Yes	
Claims Processing Accuracy (aka Total Accuracy)	Calculated as the total number of audited claims minus the number of claims processed with error, divided by the total number of audited claims.  Definition of "error" includes any type of error (coding, procedural, system, payment, etc.), whether a payment of non-payment error. Each type of error is counted as one full error and no more than one error can be assigned to one claim.	98.0%	\$2,500/year		Yes	
<b>Claims Timeliness</b>						
Claim Turn-around Time - 14 calendar days (or 10 business days)	Measures the percentage of all claims processed within x calendar days	90.0%	\$5,000/year		Yes	
Claim Turn-around Time - 30 calendar days (or 22 business days)	Measures the percentage of all claims processed within x calendar days	99.0%			Yes	
<b>Customer Service</b>						
Telephone Service Factor (TSF)	Measures the percentage of all member calls answered within 30 seconds	90% within 20 seconds	\$2,500/year total for all Call Center Guarantees		Yes	
Call Abandonment Rate	Measures the percentage of callers who disconnect before being connected to a live customer service representative (after X number of seconds, e.g., 10-15 seconds)	>2%	See above		Yes	

First Call Resolution	Measures the percentage of calls adequately resolved on the first call (no call backs within a certain time frame). Note that the number of days in which measured varies by vendor (e.g., within range of 30 to 60 days).	90% within 45-60 calendar days			Yes
Grievance reporting	Grievances will be tracked by type of grievance and County will receive quarterly reports summarizing grievance activity by type of grievance. Information regarding resolution will also be included. (Note: Mercer and County will work with the selected vendor to reach a reasonable and mutually-acceptable definition of a "non-complex grievance."	Non-complex grievances will be resolved within 2 working days. Complex grievances will be resolved within 10 working days.			Yes
<b>Other Guarantees</b>					
Reporting	Quarterly reports will be delivered by no later than 30 days following the close of the quarter; annual reports will be delivered by no later than 45 days following the close of the plan year.	100.0%	\$200/incident		Yes
PPO Savings	PPO savings are defined as (Total PPO claims \$\$ allowed/total claims \$\$ that would have been allowed under an indemnity arrangement).	PPO savings will be at least equal to access fees paid. NOTE: If you do not charge access fees, please propose an alternative PPO savings metric.			Yes
Account Management	Based on vendor account management survey tool, to be finalized and mutually agreed upon between County and the selected vendor.	At least 95% of qualified HR staff that are satisfied or very satisfied with account management team			Yes
<b>Implementation - must be at least 10% of fees or 1% of insured premium</b>					

Implementation	<p>Measured by vendor's ability to complete the following functions in an accurate and timely manner according to the detailed work-plan:</p> <ul style="list-style-type: none"> <li>General materials delivery</li> <li>Network directories</li> <li>ID cards</li> <li>Web-based service development/delivery Documents (e.g., SPDs, plan documents)</li> <li>Banking setup</li> <li>Audit of account structure</li> <li>Test claims for programming</li> </ul>	Client's satisfaction with administrator's implementation		0.0%	<p>Yes</p> <p>Not applicable, as First Commonwealth-Guardian is the incumbent Dental provider, and the plan is fully implemented.</p>
Total Amount at Risk				0.0%	<p>Yes</p> <p>Maximum Exposure 0.50% of premium &amp; Fees over 3 years</p>

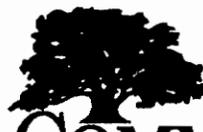
SCOPE OF SERVICES

First Commonwealth, Inc. a wholly owned subsidiary of Guardian  
Dental Program  
Certificate of Coverage

*Subscription Certificate & Evidence of Coverage*

# **Your Dental Plan & How To Use It**



 **FIRST  
COMMONWEALTH**  
*A Wholly Owned Subsidiary of Guardian*

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**FIRST COMMONWEALTH DENTAL PPO SUMMARY PLAN DESIGN**

Employee Eligibility	In Network*	Out of Network*
Annual Deductible (valued for Preventive and Orthodontic Services)	The first Open Enrollment Period after completion of one year of service.	
Individual Family	\$25 \$100	\$50 \$200
Preventive Services Dental Exams (2 per Calendar Year) Prophylaxis (2 per Calendar Year) Fluoride Treatment (up to age 19)	100% of Maximum Allowance	80% of Maximum Allowance
Emergency Services Emergency Exams Treatment for Relief of Pain	80% of Maximum Allowance	80% of Maximum Allowance
Primary Services Routine Fillings (amalgams & resins) Dental X-rays Sealants (up to age 19) Space Maintainers (up to age 19) Endodontics - root canals - apicoectomy - direct pulp caps - hemisection Periodontics - scaling & root planning - gingivectomy - periodontal maintenance - osseous surgery Oral Surgery - extractions (except as excluded under "Exclusions") - alveoplasty Recontouring of Crowns & Bridges	80% of Maximum Allowance	60% of Maximum Allowance
Major Services Inlays, Onlays and Crowns (other than temporary crowns) Full & Partial Dentures Bridges Crown, Bridge and Denture Repairs Denture Adjustments, Rebasings and Relining Endosteal Implants	50% of Maximum Allowance	50% of Maximum Allowance
Calendar Year Maximum	\$1,500	\$1,500
Orthodontic Services Coverage for adults and dependent children	50%	50%
Orthodontic Services Lifetime Plan Maximum	\$1,250	

\*SCHEDULE OF MAXIMUM ALLOWANCES  
PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out of network providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any difference between the out of network dentist's charge and the Schedule of Maximum Allowances.  
Please note: This summary is not intended to represent a complete description of this plan. A complete description of benefits, limitations and exclusions are included in the Subscription Certificate and Group Master Policy.

**DENTAL PPO LIMITATIONS AND EXCLUSIONS OF BENEFITS**

**Limitations**

- Dental exams and prophylaxis are limited to two treatments in any Calendar Year.
- Fluoride application is only available up to age 19 and limited to two applications per Calendar Year.
- Routine bleaching x-rays are limited to one set per Calendar Year.
- Panoramic or routine full mouth x-rays are limited to one full mouth series every thirty-six (36) months.
- Gingivectomy and gingivoplasty, periodontal scaling and root planning, osseous surgery and mucogingival surgery are limited to one full mouth treatment per Calendar Year.
- Periodontal maintenance procedures are limited to two per Calendar Year and must be following active periodontal therapy.
- Sealants are only available up to age 19.
- During the first six months after obtaining dentures or having them relined, adjustments are covered only if they are done by someone other than the Dentist who provided or relined the dentures.
- Replacements of crowns, inlays, onlays, bridges or dentures are not covered until 5 years have elapsed.
- Replacement of a bridge or denture which could have been made serviceable is not covered.
- In all cases which there is more than one possible course of treatment, benefits will be based on the less expensive course of treatment.

**Exclusions**

- Dental services which are performed for cosmetic purposes.
- Dental services or appliances for the diagnosis and/or treatment of temporomandibular joint dysfunction and related disorders.
- Surgical services related to congenital malformation.
- Surgical removal of complete bony impacted teeth.
- Excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof, and floor of the mouth.
- Excision of exostosis of the jaws and hard palate, treatment of fractures of facial bone, external incision and drainage of cellulitis, incision of accessory sinuses, salivary glands or ducts, reduction of dislocation, or excision of the temporomandibular joints.
- Dental services which are performed due to an accidental injury when caused by an external force.
- Hospital and ancillary charges.
- Any services, treatments or supplies included as an eligible benefit under other group hospital, medical and/or surgical coverage.
- Dental conditions arising out of and due to the member's employment or for which Worker's Compensation is payable. Services which are provided to the member by State government or agency thereof, or are provided without cost to the member by any municipality, county or other subdivisions.
- Treatment required by reason of war.
- Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures).

13. Replacement or repair of any appliance used during orthodontic treatment.
14. Dental expenses incurred in connection with any dental procedure started after termination of eligibility of coverage:
15. Any service that is not specifically listed as a covered expense:
16. Services or supplies that do not meet accepted standards of medical and/or dental practice:
17. Investigational services and supplies and all related services and supplies other than the cost of routine patient care associated with investigational cancer treatment required under the Illinois Insurance Code 214 ILCS 5/356y.
18. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this coverage:
19. Charges for failure to keep a scheduled visit or charges for completion of a Claim Form.

## Welcome to First Commonwealth

We at First Commonwealth are pleased that you have become a member of our dental plan. We encourage you to maintain your oral health by visiting your participating General Dentist on a regular basis.

To assist you in using your dental care coverage, we have made this booklet available to you. Please review it carefully and keep it with your other important documents. This booklet is issued in conjunction with a Group Master Policy which contains other details regarding your coverage. Your Group maintains a copy of the Group Master Policy. You may inspect it at any time at the Group's office during their normal business hours or, if you prefer you may contact First Commonwealth.

First Commonwealth  
444 N. Wells Street, Suite 600  
Chicago, IL 60610  
Member Services: (866) 494-4542  
[www.firstcommonwealth.net](http://www.firstcommonwealth.net)

## For Your Information

By acceptance of coverage under the terms of the Group Master Policy, Subscriber authorizes every provider rendering services hereunder to disclose all treatment facts pertaining to Subscriber and Dependents to us upon request.

Furthermore, you as the Subscriber represent to the best of your knowledge or information that information contained in any applications, forms or statements submitted to First Commonwealth shall be true, correct and complete and all rights to Plan Benefits are subject to the condition that all such information shall be true, correct and complete.

Please be aware that all rights of you and your enrolled Dependents to receive Plan Benefits are personal and may not be assigned to anyone else.

### For Assistance Call (866) 494-4542

Our specially trained Member Services Representatives are available Monday through Friday, from 8:00 am to 7:00 pm (CST) to assist you. They can answer any questions you may have regarding how your dental plan works, assist in selecting or changing a General Dentist, assist in status changes and handle any inquiries or complaints you may have.

### Your Effective Date of Coverage and Eligibility

Your Group determines the effective date of your coverage and who is eligible to participate. This is specified in the Group Application.

As the Subscriber, you may enroll yourself alone, or together with your spouse and/or eligible dependent children (subject to age limits under your Group's program). If you do not enroll your Dependent(s) on the date you enroll, you must wait to add them until the next Open Enrollment.

Dependents may be added, deleted, or you may change your coverage status on the date of the qualifying event, provided that First Commonwealth is notified in writing at least thirty one (31) days after the date of the qualifying event.

Children that are newly acquired Dependents through adoption or children placed for adoption may be enrolled on the date of the qualifying event, if First Commonwealth is given written notice within sixty (60) days of the qualifying event.

#### Qualifying Events

1. Marriage
2. Birth
3. Adoption
4. Children Placed for Adoption
5. Becoming a legal guardian of a child
6. Divorce
7. Death

### Enrollment/Eligibility Period

Your enrollment in this Plan is for a minimum of twelve (12) consecutive months while eligible through your Group. Enrollment into this Plan or voluntary termination from this Plan will only be allowed during Open Enrollment periods which are determined by your Group and First Commonwealth. Persons not enrolled when first eligible may be enrolled only during your Group's next Open Enrollment period.

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### Choice of Participating Dental HMO Offices

You and your Dependents must select a participating General Dentist from the directory of General Dentists. Each member of your family may select a different dental location from the directory. Each dental office is privately owned and establishes their own policies, procedures and hours.

In order to obtain Plan Benefits, you must select a Participating Dental HMO Dentist and receive care from that dentist. Care rendered by a non-participating dentist, or care rendered by a Specialist without obtaining prior written authorization for such care, is not a Plan Benefit.

### Dental HMO Quality Assessment

Participating General Dentists and Specialists must meet certain standards prior to acceptance in our network. Availability, access to care, license standing, professional liability insurance coverage, emergency care provisions, National Practitioner Data Bank ("NPDB") reports and State Board ("BODEX") histories are some of the factors considered in reviewing an application.

First Commonwealth periodically reviews the care provided through a peer review process. If you have any questions or concerns about the care you are receiving, you are encouraged to review them first with your Participating General Dentist or Specialist. Our Member Services Department is also available to answer any questions you may have or to discuss any concern you may have.

### Changing Your Dental Office Selection

You may change your participating dental office at any time during the benefit year. A change can be made by calling our Member Services Department, (866) 484-4542 with the change information. If First Commonwealth is notified by the 15th of the month the change will be effective the first of the following month. If you notify First Commonwealth after the 15th of the month, the change will be effective the first day of the second month following your request. You may call your new dental office to schedule an appointment after your request for a change has become effective.

### Specialty Care Referrals

Certain Plan Benefits require the services of a specialist (i.e. some oral surgery, orthodontics, endodontics, periodontics and pedodontics). In those cases, your dental HMO general dentist will refer you to a participating specialist. You will be provided with a copy of the referral form to present to the specialist at the time of your appointment.

### How To Make An Appointment

You may schedule appointments with your General Dentist by calling the selected office after your effective date of coverage. When you call to schedule your appointment, notify the office that you are a member of First Commonwealth's dental plan. Be aware that you, like all other patients at your dentist's office, may need to wait longer for appointments at peak times (e.g. evenings, weekends), if you are flexible on time and days, you should generally expect to receive a routine appointment within several weeks of calling.

### Appointments You Cancel

The time set aside for you is very valuable to your dentist. Therefore, if you cannot keep an appointment, notify the dental office at least 24 hours in advance. A charge may be assessed for broken appointments with less than 24 hours notice. Frequent broken appointments can result in your inability to establish and maintain a satisfactory dentist-patient relationship and thereby jeopardize our ability to provide you with ongoing coverage.

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### Emergency Care

Emergency Care means the provision of dental care for the sudden and, at the time, unexpected onset of a dental condition which would lead a prudent layperson to believe that failure to receive immediate dental care would result in a serious problem to the teeth or would place the person's oral health in serious jeopardy.

**In Area Emergency Care:** If you are in the plan service area and need Emergency Care, you should call your General Dentist. All General Dentists are required to have arrangements for 24-hour Emergency Care. If your General Dentist is unable to make arrangements for Emergency Care, you should call our Member Services Department. If you are unable to reach First Commonwealth (e.g. you are calling during non-business hours), you should seek care from any licensed dentist to alleviate the emergency condition only.

**Out of Area Emergency Care:** If you are more than fifty miles from your General Dentist and need Emergency Care, you should seek care from any licensed dentist to alleviate the emergency condition only.

**If you receive Emergency Care out of network:** You must call First Commonwealth's Member Services Department within seventy-two (72) hours after Emergency Care is provided to you by a non-participating dentist. The Member Services Representative will direct you to submit the dentist's bill listing the Emergency Care services to First Commonwealth within thirty days. Upon review, you will be reimbursed within thirty days of First Commonwealth's receipt of all information relevant to your Emergency Care less any applicable Copayment. Your reimbursement will be in accordance with plan benefits needed for the relief of acute pain, swelling or trauma.

**Follow-up Care:** Follow-up care, if needed, should be rendered by your General Dentist.

### Identification Cards

You will receive an identification card (one per household per provider selected). It identifies you as the Subscriber eligible for services and lists the number of family Dependents registered at the selected dental office. The identification card also contains the phone number for you to call to schedule an appointment or Emergency Care with your dentist.

The identification card serves as a reminder of the Plan Benefits under which you are enrolled and the Participating Dental HMO Office you have selected. You do not need the card to schedule an appointment nor do you need more than one card per family. The card is only issued for your convenience, and is not a guarantee of coverage.

The identification card contains the First Commonwealth Member Services Department phone number and the address to send any Emergency Care claim forms or other correspondence to First Commonwealth.

### Your Payment Responsibilities (Copayment)

Copayments represent your portion of the total cost of Plan Benefits paid to the participating dental offices. You and your Dependents are responsible for paying the Copayment for the covered benefit at the time of service.

The coverage levels contained in the Schedule of Benefits section of this booklet are guaranteed under this contract. All coinsurance percentages are applied to an annual fee schedule that Participating Dental HMO offices have agreed to accept. Your portion of the cost, i.e., your Copayment is based on this fee schedule and will not vary, based on which Participating Dental HMO Office you choose or your dentist's customary charges for services rendered.

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### Compensation of Participating Dentist

A participating dentist receives a fixed payment for eligible members enrolled in the dentist's practice. Payment is made irrespective of the number of services rendered or eligible members seen. The total compensation that a participating dentist receives is equal to this fixed payment plus reimbursement for services actually rendered based on the annual fee schedule that participating dentists have agreed to accept.

### Coordination of Benefits

The benefits of this dental plan may be coordinated with another dental plan according to the terms of your Group Master Policy.

### Automatic Renewal of Coverage

Your coverage will automatically be renewed each year unless you notify your Group of your intent to terminate coverage no later than thirty-one days prior to the renewal date.

### Refusing Treatment

A Member may decide to refuse a course of treatment recommended by their General Dentist or Specialist. Members can request and receive a second provider's opinion by contacting Member Services. If the recommended treatment is still refused, the General Dentist or Specialist will have no further responsibility to provide services for the condition involved and the Member may be required to select another General Dentist or Specialist.

### Termination of Coverage

Plan Benefits may be terminated immediately for any of the following reasons:

1. Termination of the Group Master Policy;
2. Your (or your eligible enrolled Dependents) failure to meet the eligibility requirements;
3. A Member's failure to pay applicable Copayments when due;
4. Material misrepresentation (fraud) in obtaining coverage;
5. Permitting the use of your identification card by another person, or using another person's identification card to obtain care to which one is not entitled;
6. Failure to establish a satisfactory dentist/patient relationship with a First Commonwealth Dental HMO Dentist;
7. Failure of Group or individual member (if applicable) to pay a Premium in a timely manner.

Coverage for a Subscriber and his/her Dependents will terminate according to the terms of the Group Master Policy, except for any of the reasons (1-7) above when termination is immediate. In the event coverage is terminated, the Member shall become liable for charges resulting from treatment received after termination.

### Complaint Resolution Procedures

We, our staff, and affiliated dental HMO dentists are committed to providing quality dental services in a convenient and accessible fashion. It is our commitment to do that in a manner which continually meets our Members' expectations. The Complaint Resolution Procedure is as follows:

If you have questions, concerns, comments or complaints about services, personnel or facilities that cannot be resolved to your satisfaction after speaking directly with the dentist or other concerned party, please contact us in writing or by phone. Our internal service standards require, where possible, to resolve all Member's inquiries and concerns immediately. If however resolving the issue will require additional time, the Member will be given the best estimate of the amount of time needed for resolution.

If your complaint has not been resolved to your satisfaction, you have the right to appeal our decision. You may do so by submitting, in writing, the reasons why you disagree with our decision along with any additional information you wish us to consider. This appeal should be submitted no later than 30 days from the date of our original decision or from the date of the incident. You will receive an acknowledgement of our receipt of the appeal advising you of when to expect a written response.

The appeal will then be sent to the President for a final review and decision. The President, at his sole discretion, may advise you of a hearing date to review the complaint and consider all the facts. You must attend the hearing (up to three dates will be considered). If following the outcome of the appeal process you are still dissatisfied with the resolution, you may choose to notify the State of Illinois Department of Insurance at:

Consumer Service Department  
Illinois Department of Insurance  
320 West Washington  
Springfield, IL 62767  
or  
Illinois Department of Insurance  
100 West Randolph, Suite 15-100  
Chicago, IL 60601-3251

### Definitions

**Copayment** means your portion of the cost of services rendered that you pay the dentist directly at the time services are performed. Your copayment is based on a fee schedule that all participating dentists have agreed to accept and the applicable coinsurance rate determined from the Schedule of Benefits. Copayments are adjusted on January 1st each year based on adjustments in the fee schedule accepted by participating providers. All providers charge the same copayments (for the same services) based on the fee schedule in effect at the time services are rendered.

**Dependent (Hire Date on or after 3/1/1988):** Dependent means your spouse (unless legally separated) and/or unmarried children up to the age of 19. Eligible children include natural or adopted children, children placed for adoption, stepchildren, and foster children for whom you or your spouse are the legal guardian. Eligibility may be extended up to the age of 22 to any of your children who are registered students in full-time attendance at an accredited school, college, or university. Eligibility will also be extended to any child past the age of 19 who is handicapped and dependent on you for support.

**Dependent (Hire Date prior to 3/1/1988):** Dependent means your spouse (unless legally separated) and/or unmarried children up to the age of 25. Eligible children include natural or adopted children, children placed for adoption, stepchildren, and foster children for whom you or your spouse are the legal guardian. Eligibility may be extended up to the age of 25 to any of your children who are

registered students in full-time attendance at an accredited school, college, or university. Eligibility will also be extended to any child past the age of 25 who is handicapped and dependent on you for support.

**Emergency Care** means the provision of dental care for the sudden and, at the time, unexpected onset of a dental condition which would lead a prudent layperson to believe that failure to receive immediate dental care would result in a serious problem to the teeth or would place the person's oral health in serious jeopardy.

**Exclusion** means any service which is not a Plan Benefit.

**First Commonwealth** means First Commonwealth Insurance Corporation, an Illinois domiciled Life, Accident and Health Insurance Company that is also licensed as a limited health services organization. First Commonwealth has entered into a Group Master Policy with your Group to provide eligible subscribers and dependents with the Plan Benefits described in this booklet.

**General Dentist** means a Participating Dental HMO general dentist that the Member selects from the dental HMO participating dentist list to provide or arrange for all dental care needs.

**Group** means your employer, labor union, trust, association, partnership, or other organization to which we issue a Group Master Policy, and through which you have become entitled to the Plan Benefits described in this brochure.

**Group Master Policy** means the contract issued to the Group that contains all the provisions of coverage.

**Limitation** means any restriction on a Plan Benefit.

**Member** means you or a covered dependent who is actually enrolled in the plan.

**Participating Dental HMO Dentist** means a general or specialty dentist who is under contract to First Commonwealth of Illinois, Inc., a Preferred Provider Administrator registered with the Illinois Department of Insurance. First Commonwealth of Illinois, Inc., through its contracts with dentists, arranges for all covered dental services pursuant to its contract with First Commonwealth and on file with the Illinois Department of Insurance. Participating dental HMO providers shall include any hygienists and technicians recognized under Illinois law to act with and assist the dentist.

**Plan Benefit** means those specific dental benefits and charges covered by us and described in this booklet.

**Premium** means the amount you the Subscriber, or by the Group (on your behalf), pays to us to maintain coverage according to the terms of the Group Master Policy. You agree to have any required contribution towards premium be collected by the Group and remitted to us.

**Service Area** means the geographic area in which we provide our dental HMO Plan Benefits.

**Specialist** means a Participating Dental HMO dentist who has satisfied the additional training requirements in a specific area of dentistry and obtained a separate license to practice in that specialty area. Examples of dental specialists include Oral Surgeons, Endodontists (root canals), Periodontists (gum surgery), Orthodontists (braces) and Pedodontists (special needs of children).

**Subscriber** means you, the eligible person from the Group that enrolls in the benefit plan.

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**SCHEDULE OF BENEFITS - PLAN COOK**

The coverages shown below are applied to the First Commonwealth fee schedule that is in effect in your area from January 1st to December 31st each year. For services covered at 100%, you pay nothing except any applicable office visit copayment. For services covered at less than 100%, your Payment Responsibility is based on the First Commonwealth fee schedule in effect at that time and any applicable office visit copayment. A current schedule listing your Payment Responsibility for each covered service is available through your Group or by calling Member Services.

**Office Visit Copayment:** There is a \$0 office visit copayment due each time you visit your participating Dental HMO Dentist.

**Type of Service** **Plan Covers**

**PREVENTIVE & DIAGNOSTIC SERVICES**

- Oral Examinations ..... 100%
- Initial, Periodic, Emergency & Limited Exams, Detailed & Extensive Oral Evaluation
- X-Rays ..... 100%
- Intraoral, Periapical, Occlusal, Bitewing & Panoramic
- Other Diagnostic Services ..... 100%
- Diagnostic Casts, Caries Indicators, Pulp Vitality Tests
- Routine Preventive Services ..... 100%
- Prophylaxis (cleaning), Fluoride Application, Nutritional Counseling, Oral Hygiene Instruction, Sealants

**MINOR SERVICES**

- Minor Restorative ..... 83%
- Amalgams, Anterior Direct Composite Resins, Sedative Fillings, Recementation of Crown & Inlays
- Endodontics ..... 80%
- Root Canal Therapy, Pulp Capping, Retrograde Filling, Pulpotomies, Apicoectomies, Apexification, Root Amputation, Hemisection, Canal Preparation for Posts, Pulpal Therapy
- Periodontics ..... 80%
- Gingival & Osseous Surgery, Gingival Flap Procedure, Gingivectomy, Bone & Tissue Grafts, Distal or Proximal Wedge, Crown Lengthening, Periodontal Maintenance Procedures, Periodontal Scaling & Root Planning, Gingival Curettage, Full Mouth Debridement
- Oral Surgery ..... 80%
- Surgical Extractions of Impacted Teeth, Alveoplasties, Frenectomies, Surgical Exposure to Aid Eruption, Removal of Residual Roots, Removal of Benign Odontogenic Cyst or Tumor

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P.8

**MAJOR SERVICES**

Removable Dentures ..... 70%  
 Complete, Immediate & Partial Dentures, Denture Adjustments Including Reline, Rebase & Repairs, Tissue Conditioning

Crown & Fixed Bridges ..... 70%  
 Inlays & Onlays (indirect/laboratory fabricated metallic, resin & ceramic) & Crowns (indirect/laboratory fabricated metallic, metallic/ceramic, metallic/resin), Pin Retention, Post & Core, Core Build-Ups, Repairs of Crown & Bridgework, Pre-Fabricated Crowns

**OTHER SERVICES**

Local Anesthesia ..... 100%  
 Miscellaneous ..... 80%  
 Space Maintainers, Occlusal Adjustments, Consultation, Desensitizing Medicaments, Treatment for Temporary Relief of Pain (emergency)  
 Cosmetic ..... 0%  
 Labial Veneers  
 General Anesthesia ..... 85%  
 For Oral Surgery When Medically Necessary

**ORTHODONTICS**

Class I or II Malocclusion ..... \$841-\$1256 savings\*  
 (Treatment begun before age 19)  
 \* Your Payment Responsibility for Orthodontic Services is based on the First Commonwealth fee schedule in effect at the time treatment is initiated. Your Payment Responsibility represents a \$841-\$1256 savings off the prevailing orthodontic fees in the community.  
 Procedures, services, or treatment not specifically listed in this Schedule of Benefits are excluded. Any non-covered service may be rendered by a General Dentist or Specialist for the usual fee upon agreement by the dentist and Member. Payment for non-covered services will be the sole responsibility of the Member.

**DHMO LIMITATIONS AND EXCLUSIONS OF BENEFITS  
 Cook County Plan**

**Limitations**

1. Prophylaxis limited to two treatments in any 12 consecutive months;
2. Full upper and/or lower dentures are not to exceed one each in any five year period;
3. Partial dentures are not to be replaced within any five-year period unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible;
4. Denture relines, limited to one per denture during any 12 consecutive months;
5. Periodontal treatments (root planing/subgingival curettage) are limited to five quadrants during any 12 consecutive months;
6. Blewing x-rays limited to one series of 4 films in any six month period;
7. Full mouth x-rays limited to one set every 24 consecutive months;
8. Sealants are limited to noncarious, nonrestored permanent first and second molars only to age 14; and are limited to one (1) application every eighteen (18) months;
9. This Plan provides for crowns, fixed bridge work, and removable prosthetic appliances using standard materials and procedures. The patient will be responsible for any additional charges resulting from optional materials and procedures. Crowns are covered only if there is insufficient tooth structure to retain a filling;
10. Crowns, fixed or removable bridge work are covered after three years have elapsed from prior placement;
11. Home fluoride gels/rinses, etc., are not covered;
12. Periodontal scaling/root planing is covered once every twelve months;
13. Periodontal maintenance procedures are covered once every six months, not to exceed twice in any calendar year;
14. Benefits for out of network emergency dental care procedures will be limited to those covered dental benefit procedures (minus the appropriate copayment), needed for the relief of acute pain, acute swelling, or treatment of trauma.

**Exclusions**

1. General anesthesia and the services of a special anesthesiologist, except where necessary for medical necessity. Medical necessity shall be determined where the health of the patient would be compromised if not administered and the patient requires a covered oral surgical service. Documentation from a medical physician must be provided in advance and all cases must be pre-approved by First Commonwealth. Patient comfort, convenience, or anxiety alone are not conditions for which general anesthesia will be covered.
2. Cosmetic dental care;
3. Dental conditions arising out of and due to the member's employment or for which Worker's Compensation is payable. Services which are provided to the member by State government or agency thereof, or are provided without cost to the member by any municipality, county or other subdivisions;
4. Treatment required by reason of war;
5. Dental services performed in a hospital and related hospital fees;
6. Treatment of fractures or dislocations;

7. Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures);
8. Dental expenses incurred in connection with any dental procedure started after termination of eligibility of coverage;
9. Any services that are not specifically listed as a covered expense;
10. Dental expenses incurred in connection with any dental procedure started prior to the member's eligibility.  
Example: teeth prepared for crowns, root canals, in progress orthodontic treatment;
11. Congenital malformations;
12. Non-odontogenic cysts and malignancies;
13. Dispensing of drugs not normally supplied in a dental office;
14. Accidental injury. Accidental injury is defined as damages to the hard and soft tissues of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function will be covered at the normal schedule of benefits;
15. Cases in which, in the professional judgment of the attending dentist, a satisfactory result cannot be obtained or where the prognosis is poor or guarded;
16. Dental services received from any dental office other than the assigned dental office unless expressly authorized in writing by carrier or as cited under "Out-of-Area Emergency Care";
17. "Specialist consultations" for noncovered benefits;
18. Implant placement or removal, appliances placed on or services associated with implants;
19. If coverage for service exists under the patient's medical coverage, dental coverage shall be considered secondary;
20. Diagnosis and treatment of TMJ related disorders and disturbances;
21. Charges for the use of any facility, equipment or supplies or professional component outside of the provider's office;
22. Procedures, appliances, or restorations (other than fillings), that are necessary as part of full mouth reconstruction;
23. Interceptive appliances or habit appliances, including but not limited to palatal expanders, lingual arch wires, thumb sucking appliances, tongue thrust appliances, etc., are not covered;
24. When the patient is missing more than four (4) posterior teeth (excluding third molars), the replacement of missing teeth with fixed bridgework is not covered.

**Summary of Orthodontic Limitations and Exclusions**

1. Plan benefits cover 24 months of usual and customary orthodontic treatment.
2. A consultation fee of \$25 may be charged if treatment is not required or member elects not to start treatment after a diagnosis and consultation has been completed.
3. Pre, mid and post treatment records (cephalometric x-rays, tracings, photographs and study models) are excluded.
4. Retreatment of orthodontic cases is excluded.
5. The replacement of lost, stolen or broken appliances is excluded.
6. Expenses incurred in connection with any Orthodontia treatment started prior to the member's eligibility is excluded.

7. Orthodontic coverage is limited to children age 18 and younger.
8. Only conventional metal appliances are covered under this Plan. "Invisible" or lingual braces are not covered.
9. Surgical exposure of impacted teeth for orthodontic purposes is not covered.

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0000/9999/01/0001/F24065/B/\*EOD\*



APPENDIX A

First Commonwealth, Inc. a wholly owned subsidiary of Guardian

Additional Requirements  
Additional Terms & Conditions

FIRST COMMONWEALTH, INC  
 ADDITIONAL REQUIREMENTS AND ADDITIONAL TERMS

Terms and Conditions	Confirmation (Agree, Partially agree – please comment, Disagree)
<p><b>DENTAL RENEWAL</b></p> <ul style="list-style-type: none"> <li>Guarantee FY13 renewal dental trend factor not to exceed 5% or better (PPO)</li> </ul>	<p>Partially Agree-We agree to guarantee Guardian's PPO fee schedule will not increase more than 3% on aggregate, on an annual basis. We will refund 3% of ASO fees paid in 2013 if we fail this guarantee.</p>
<p><b>GUARANTEES</b></p>	
<ul style="list-style-type: none"> <li>Provide suggestions for "updating" the DHMO copay schedule to stay in line with the coinsurance guidelines in the union agreement</li> <li>Agree to implement improved performance guarantees as included in the RFP</li> <li>Confirm current account managers time commitment to County; enhance account service team to better meet County's day to day needs</li> </ul>	<p>Agree – We are always available to discuss whatever changes result from the County/Union negotiations as we have in the past. We can provide an updated schedule within 30 days &amp; implement within 60 days.</p> <p>Agree</p> <p>Agree- County will continue to have a dedicated in house Account Manager and a dedicated Biller at our Midwest Regional office. Judy DeCoux will continue to be the local Account Manager. She will dedicate the necessary hours to meet the County's needs. Judy is committed to visiting the various County facilities and providing training &amp; Service Benefit days.</p>
<ul style="list-style-type: none"> <li>Agree to provide regular updates to the County with regards to any upcoming pilots, innovations to the programs (please clarify frequency of providing such updates)</li> <li>Add a guarantee for Guardian responses to client queries within 24 hours</li> <li>Conduct quarterly vendor/client review meetings to identify opportunities and review data reporting (detailed claim cost saving experience)</li> </ul>	<p>Agree-As pilots/new programs become available we will notify the County:</p> <p>Agree</p> <p>Agree</p>
<ul style="list-style-type: none"> <li>Streamline and improve Website capabilities - confirm whether County will have ability to have direct link to Guardian dental website and single sign-on, electronic EOBs, network search capabilities, claims checking, etc. (please advise on timing of making such improvements)</li> </ul>	<p>Agree – We are providing a custom landing page for the County. This page will provide the following: links to PPO &amp; DHMO network, Benefit Summary, Co-payment Schedule, Wellness Information, PPO Claim form, Dental Cost Estimator - no sign on needed. There will be a single sign on needed for EOB access. This will be ready for open enrollment.</p>

Terms and Conditions	Confirmation (Agree, Partially agree – please comment, Disagree)
<ul style="list-style-type: none"> <li>Significantly improve reporting services (more advanced and timely), detail what your organization will provide, confirm whether there are limits on types of ad hoc reports that can be requested, describe your reporting mechanisms to the County and flexibility in following through County specific requests</li> </ul>	<p>Agree- We will provide on a quarterly basis or whatever interval the County wishes.</p> <p>The attached report reflects our new generation of reporting:</p> <ul style="list-style-type: none"> <li>Plan Summary Page</li> <li>Monthly Claims Review Page</li> <li>Cost Management</li> <li>Top 25 Current Dental Terminology (CDT) By Paid Amount</li> <li>Top 25 Current Dental Terminology (CDT) By Frequency</li> <li>Benefits Category Claims Comparison</li> <li>Network Overview</li> <li>Claims by Membership Type</li> <li>In Network Submitted Charge Comparison</li> <li>Out of Network Submitted Charge Comparison</li> </ul> <p>The list above reflects our standard reporting. While this is a comprehensive list we do have the ability to create Ad hoc reporting per County's request.</p> <p> Cook County Report June.pdf</p>
<ul style="list-style-type: none"> <li>Improve electronic and printed marketing materials (open enrollment, year round dental provider lists, etc.), detail what your organization will provide and provide samples</li> </ul>	<p>Agree-Attached is a sample of an enrollment packet. We will work with the County to update enrollment materials. We will provide dental directories.</p> <p> Sample Dental Kt.pdf</p>

EXHIBIT 2  
Schedule of Compensation

**FIRST COMMONWEALTH, INC.**

**DENTAL INSURANCE RATES**

**FY12**

	<b>Current Enrollment</b>	<b>DHMO</b>
SINGLE	4,899	\$ 9.58
EE + 1	3,383	\$17.83
FAMILY	5,261	\$24.95
<b>TOTAL MONTHLY</b>	<b>13,543</b>	<b>\$245,895</b>
<b>TOTAL ANNUAL</b>		<b>\$2,862,159</b>
	<b>Current Enrollment</b>	<b>DPPPO</b>
SINGLE	2,753	Did not quote
EE + 1	2,327	Did not quote
FAMILY	3,907	Did not quote
<b>TOTAL MONTHLY</b>	<b>8,987</b>	

**FEES FOR FISCAL YEAR 2013, FISCAL YEAR 2014 AND ANY RENEWY OPTION WILL BE RENEGOTIATED ANNUALLY.**

**ASC COSTS**

<b>DPPPO</b>	<b>Current Enrollment</b>	<b>ASO Cost</b>
Claims PEPM	2,7553	\$ 44.74
ASO Fees	2,327	\$ 1.90
<b>TOTAL MONTHLY</b>	<b>8,987</b>	<b>\$419,115</b>
<b>TOTAL ANNAUL</b>		<b>\$5,029,381</b>

**EXHIBIT 3**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
12/05/2011

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

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

PRODUCER  Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	INSURER A: Vigilant Insurance Company	
		NAIC# 20397-001	
INSURED  Guardian Life Insurance Co of America and subsidiaries 7 Hanover Square New York, NY 10004	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

### COVERAGES

CERTIFICATE NUMBER: 17007386

REVISION NUMBER: See Remarks

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Error and Omissions			70240101	10/1/2011	10/1/2012	\$2,000,000 Limit	

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

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/5/2011 WITH ID: 17007041

FCW is included in the Named Insured

### CERTIFICATE HOLDER

### CANCELLATION

Office of Risk Management Cook County Attn: Department Director 118 N. Clark Street, Room 1072 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Robert C. Linder</i>

*Termination of Policy* 23. This Policy shall terminate at the earliest of the following times:

- a. ten (10) days after receipt by the **Parent Organization** of written notice from the Company of termination resulting from non-payment of premium;
- b. upon receipt by the Company of written notice of termination from the **Parent Organization**;
- c. upon expiration of the **Policy Period** as set forth in ITEM 6. of the Declarations of this Policy;
- d. sixty (60) days after receipt by the **Parent Organization** of the Company's notice of nonrenewal. Such notice shall be in conformance with applicable state laws and regulations; or
- e. at such other time as may be agreed upon by the Company and the **Parent Organization**.

The Company shall refund the pro rata unearned premium if the Policy is terminated.



# CERTIFICATE OF LIABILITY INSURANCE

149601

DATE (MM/DD/YYYY)  
12/2/2011

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

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

<b>PRODUCER</b> Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue 7th Floor New York, New York 10017	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>INSURED</b> The Guardian Life Insurance Co. of America 7 Hanover Square New York, NY 10004	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Co.	<b>NAIC #</b> 19682
	<b>INSURER B:</b> Zurich American Insurance Co	<b>NAIC #</b> 16535
	<b>INSURER C:</b> Hartford Insurance Company of the Midwest	<b>NAIC #</b> 37478
	<b>INSURER D:</b> Twin City Fire Insurance Company	<b>NAIC #</b> 29459
	<b>INSURER E:</b> _____	_____

**COVERAGES**                      **CERTIFICATE NUMBER: 3588444**                      **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			10UENMG3522	12/01/2011	12/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10UENMG3523 Comp. Ded. \$2,500 Coll Ded. \$2,500	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC382117111	12/1/2011	12/1/2012	EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10WBRMG3520 10WBRMG3521 Deductible: \$250,000	12/01/2011	12/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance

## CERTIFICATE HOLDER

The Guardian Life Insurance Company of America  
 7 Hanover Square  
 New York NY 10004-0000

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Jean S. Smith*

001074

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ACORD 25 (2010/05)



'CYB01A05/000470/02/02/00/00'

**EXHIBIT 4**

**Board Authorization**

question. In addition, all Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(ed) *Payment.* All Contracts for services shall further require that the itemized work and expense records required in 34-310 (b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any services rendered.

**Sec. 34-311. No payment prior to submission of invoice.**

The Comptroller shall not issue a payment to any Contractor providing services who has not submitted the requisite invoice with work and expense records unless the Contractor has been approved for advance payment by the CPO per the Contract. The Comptroller shall not issue an advance payment to any Contractor providing services unless the invoice includes written authorization from the Using Agency documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records as described above in Section 34-310 on at least a monthly basis.

Effective date. This Ordinance shall in effect thirty (30) days after adoption.

**VICE CHAIRMAN SIMS, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE PROPOSED SECOND SUBSTITUTE ORDINANCE (COMMUNICATION NO. 313644), AS AMENDED. THE MOTION CARRIED.**

313902 **THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA (PROPOSED CONTRACT).** Transmitting a Communication dated July 26, 2011 from Lisa M. Walik, Director, Department of Risk Management:

requesting authorization for the Purchasing Agent to enter into a contract with The Guardian Life Insurance Company of America, Chicago, Illinois, for dental insurance benefits.

Reason: To provide the eligible Cook County employees and their dependents with managed care dental benefits (PPO and HMO) for a period of (2) two years with two one-year renewal options to coincide with the ongoing collective bargaining process. A Request for Qualifications ("RFQ") was downloaded by thirty-three (33) companies and seven (7) insurance companies responded to the RFQ. In accordance with the procurement process, each of the responses were reviewed and each respondent was deemed qualified. A Request for Proposal was subsequently issued this past spring to the qualified respondents. Based upon the initial analysis of the proposals submitted, three companies were selected as finalists and The Guardian Life Insurance Company of America was recommended for contract award.

Estimated Fiscal Impact: \$8,000,000 (\*representing a 3% reduction over the current expenditure for this benefit and a cost savings of approximately \$93,000 to the County).

\*The estimated fiscal impact is based on current enrollment and the plan design that is in force. The plan design and costs are subject to change based on the outcome of future labor negotiations. Therefore, the fiscal impact is subject to change accordingly. Based on

these factors, sufficient funds will be budgeted for each fiscal year.

Contract period: December 1, 2011 through November 30, 2013 (542-177. Dental Insurance Account). Approval of this item would commit Fiscal Years 2012 and 2013 funds.

**\*Referred to the Committee on Finance on 7-27-11.**

**COMMISSIONER BUTLER, SECONDED BY COMMISSIONER GORMAN, MOVED APPROVAL OF COMMUNICATION NO. 313902.**

**FOLLOWING DISCUSSION, COMMISSIONER SCHNEIDER, SECONDED BY COMMISSIONER GOSLIN, MOVED TO DEFER COMMUNICATION NO. 313902. A VOTE WAS TAKEN ON THE MOTION TO DEFER COMMUNICATION NO. 313902. COMMISSIONER GORMAN CALLED FOR A ROLL CALL, THE VOTE OF YEAS AND NAYS BEING AS FOLLOWS:**

**ROLL CALL ON MOTION TO DEFER  
COMMUNICATION NO. 313902**

**YEAS: COMMISSIONERS BEAVERS, GAINER, GOSLIN, SCHNEIDER AND SILVESTRI (5)**

**NAYS: COMMISSIONERS BUTLER, COLLINS, FRITCHEY, GARCIA, GORMAN, MURPHY, REYES, SUFFREDIN, TOBOLSKI, VICE CHAIRMAN SIMS AND CHAIRMAN DALEY (11)**

**ABSENT: COMMISSIONER STEELE (1)**

**THE MOTION TO DEFER COMMUNICATION NO. 313902 FAILED.**

**COMMISSIONER BUTLER, SECONDED BY COMMISSIONER GORMAN, MOVED TO APPROVE COMMUNICATION NO. 313902. THE MOTION CARRIED.**

313903

**HEALTH CARE SERVICE CORPORATION (PROPOSED CONTRACT).** Transmitting a Communication dated July 26, 2011 from Lisa M. Walik, Director, Department of Risk Management:

requesting authorization for the Purchasing Agent to enter into a contract with Health Care Service Corporation, Chicago, Illinois, for health insurance benefits.

Reason: To provide the eligible Cook County employees and their dependents with health care benefits (PPO and HMO) for a period of (2) two years with two one-year renewal options. A Request for Qualifications ("RFQ") was downloaded by thirty-three (33) companies and four (4) insurance companies responded to the RFQ. In accordance with the procurement process, each of the responses were reviewed and each respondent was deemed qualified. A Request for Proposal was subsequently issued this past spring to the qualified respondents. Based upon the initial analysis of the proposals submitted, three

companies were selected as finalists and Health Care Service Corporation was recommended for contract award.

Estimated Fiscal Impact: \$262,000,000\*. Contract period: December 1, 2011 through November 30, 2013. Department Number: 542-176 (Health Insurance).

\*The estimated fiscal impact is based on current enrollment and the plan design that is currently in force. The plan design and costs are subject to change based on the outcome of future labor negotiations. Therefore, the fiscal impact is subject to change accordingly. Based on these factors, sufficient funds will be budgeted for each fiscal year.

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

~~requesting authorization for the Purchasing Agent to enter into a contract with The Guardian Life Insurance Company of America, Chicago, Illinois, for dental insurance benefits.~~

~~Reason: To provide the eligible Cook County employees and their dependents with managed care dental benefits (PPO and HMO) for a period of (2) two years with two one-year renewal options to coincide with the ongoing collective bargaining process. A Request for Qualifications ("RFQ") was downloaded by thirty-three (33) companies and seven (7) insurance companies responded to the RFQ. In accordance with the procurement process, each of the responses were reviewed and each respondent was deemed qualified. A Request for Proposal was subsequently issued this past spring to the qualified respondents. Based upon the initial analysis of the proposals submitted, three companies were selected as finalists and The Guardian Life Insurance Company of America was recommended for contract award.~~

~~Estimated Fiscal Impact: \$8,000,000 (\*representing a 3% reduction over the current expenditure for this benefit and a cost savings of approximately \$93,000 to the County).~~

~~\*The estimated fiscal impact is based on current enrollment and the plan design that is in force. The plan design and costs are subject to change based on the outcome of future labor negotiations. Therefore, the fiscal impact is subject to change accordingly. Based on these factors, sufficient funds will be budgeted for each fiscal year.~~

~~Contract period: December 1, 2011 through November 30, 2013 (542-177, Dental Insurance Account). Approval of this item would commit Fiscal Years 2012 and 2013 funds.~~

~~\*Referred to the Committee on Finance on 7-27-11.~~

**COMMISSIONER BUTLER, SECONDED BY COMMISSIONER SUFFREDIN,  
MOVED TO APPROVE COMMUNICATION NO. 313903, AS AMENDED BY  
ERRATA. THE MOTION CARRIED.**

**COMMISSIONER SCHNEIDER VOTED NO ON THE ABOVE ITEM.**

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JAN 18 2012
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**BUREAU OF FINANCE**  
**OFFICE OF THE PURCHASING AGENT**

**REQUEST TO AMEND PREVIOUSLY APPROVED CONTRACTS**

Transmitting a Communication, dated December 27, 2011 from

MARIA DE LOURDES COSS, Chief Procurement Officer  
and  
LISA M. WALIK, Director, Department of Risk Management

requesting authorization for the Cook County Board of Commissioners to approve as amended (Comm. No. 313902), which was previously approved on the September 7, 2011 Board Agenda in the Finance Committee Report of September 7, 2011.

The amendment is indicated by the underscored and stricken language.

Transmitting a Communication, dated July 26, 2011 from

LISA M. WALIK, Director, Department of Risk Management

requesting authorization for the ~~Purchasing Agent~~ Chief Procurement Officer to enter into and execute a contract with First Commonwealth, Inc. a wholly owned subsidiary of the Guardian Life Insurance Company of America, Chicago, Illinois for dental insurance benefits.

Reason: To provide the eligible Cook County employees and their dependents with managed care dental benefits (PPO and HMO) for a period of (2) two years with two one-year renewal options to coincide with the ongoing collective bargaining process. A Request for Qualifications ("RFQ") was downloaded by thirty-three (33) companies and seven (7) insurance companies responded to the RFQ. In accordance with the procurement process, each of the responses were reviewed and each respondent was deemed qualified. A Request for Proposal was subsequently issued this past spring to the qualified respondents. Based upon the initial analysis of the proposals submitted, three companies were selected as finalists and First Commonwealth, Inc. a wholly subsidiary of The Guardian Life Insurance Company of America was recommended for a contract award.

Estimated Fiscal Impact: \$8,000,000 (\*representing a 3% reduction over the current expenditure for this benefit and a cost savings of approximately \$93,000 to the County).

\*The estimated fiscal impact is based on current enrollment and the plan design that is in force. The plan design and costs are subject to change based on the outcome of future labor negotiations. Therefore, the fiscal impact is subject to change accordingly. Based on these factors, sufficient funds will be budgeted for each fiscal year.