

CONTRACT NO. 1323-12649

DRUG COURT TESTING AND ASSESSMENT SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

**Circuit Court of Cook County
Juvenile Probation and Court Services**

AND

TASC, Inc.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

APR 09 2014

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PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	2
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	3
a) Scope of Services	3
b) Deliverables	3
c) Standard of Performance.....	3
d) Personnel.....	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	5
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	8
j) Examination of Records and Audits	9
k) Subcontracting or Assignment of Contract or Contract Funds	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	11
c) Agreement Extension Option.....	11
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	12
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes	12
f) Price Reduction.....	13
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS	13
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations.....	14
b) Ethics.....	15
c) Joint and Several Liability	15

d)	Business Documents	15
e)	Conflicts of Interest.....	15
f)	Non-Liability of Public Officials	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET		16
a)	Events of Default Defined	16
b)	Remedies.....	17
c)	Early Termination	19
d)	Suspension	19
e)	Right to Offset.....	20
f.)	Delays	20
g.)	Prepaid Fees	20
ARTICLE 10) GENERAL CONDITIONS		21
a)	Entire Agreement.....	21
b)	Counterparts	21
c)	Modifications and Amendments	22
d)	Governing Law and Jurisdiction.....	22
e)	Severability	22
f)	Assigns.....	23
g)	Cooperation.....	23
h)	Waiver.....	23
i)	Independent Contractor.....	23
j)	Governmental Joint Purchasing Agreement	24
ARTICLE 11) NOTICES.....		24
ARTICLE 12) AUTHORITY		25

Economic Disclosure Statement
Signature Pages

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and TASC, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on April 9, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Drug Court Testing and Assessment Services for the Circuit Court of Cook County. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant 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 Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant 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 Using Department.

"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 with whom Consultant 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 Consultant.

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

- | | |
|-----------|--------------------------|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Board Authorization |

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant 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, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant 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. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant 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 Consultant fails to comply with the foregoing standards, Consultant 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 Consultant 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 Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Consultant 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 Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, 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 Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide 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.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include without limitation the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause.

(c) **Comprehensive Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence	\$1,000,000
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(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this

contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligation to obtain insurance pursuant to

these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

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

h) Confidentiality and Ownership of Documents

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

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

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 as

part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

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 Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the

Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(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) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to

disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 1, 2014 ("**Effective Date**") and continue until April 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant 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, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant'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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) 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 the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After 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 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant 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

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. 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 Consultant 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 Consultant. No payments will be made or due to Consultant 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 Contract. 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 Contract for the duration of the Contract 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 Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract 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 Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the 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 Contract 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 Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this

requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant 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 Consultant 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 Consultant 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 consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant 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 Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

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

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant 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 Consultant, 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 Consultant 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, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

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

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

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a

conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant 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, Consultant 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

Consultant and any assignee or Subcontractor of Consultant 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 Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant'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 Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant'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 Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant 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 Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

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

waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant 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. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant 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 Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommending the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

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 Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

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

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant 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 Contract.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, 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

Consultant 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 Consultant to enter into this Agreement or has been relied upon by Consultant, 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

Consultant acknowledges that Consultant 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. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

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

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant 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 Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

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

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant 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 Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant'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 Consultant 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 Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant 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 Consultant 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 Consultant performing the Services required under this Agreement.

ii) Consultant 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 Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Juvenile Probation & Court Services
 1100 S. Hamilton Avenue
 50 West Washington Street
 Chicago, Illinois 60612
 Attention: Director of Financial Control

and

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

If to Consultant: TASC, Inc.
 1500 Halsted Street
 Chicago, IL 60642
 Attention: Mr. Roy Fesmire, Vice President

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 Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant 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.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions.	Instructions for Completion of EDS.	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications.	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**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 Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Multi-Products Distribution

Address: 200 N. Garden Ave. Roselle, IL 60172

E-mail: bbrown@multi-prod.com

Contact Person: Beatrice Montalvo-Brown Phone: 630-893-9613

Dollar Amount Participation: \$ 100,682.50

Percent Amount of Participation: 21.75% %

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

MBE/WBE Firm: All Points Security & Detective

Address: 2122 E. 71st. Street, Chicago, IL 60649

E-mail: abenson@allpointsecurity.com

Contact Person: Sharon Benson Phone: 773-667-9266

Dollar Amount Participation: \$ 15,000.00

Percent Amount of Participation: 3.25% %

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

(will send under separate cover)

Attach additional sheets as needed.

*Additionally, 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 the Bid Opening date.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Jennco Maintenance
Address: 2838 N. Menard Ave.
E-mail: jenncomaintenance@yahoo.com
Contact Person: Anna Ptaszynski Phone: 773-413-7300
Dollar Amount Participation: \$ 46,273.00
Percent Amount of Participation: 10% %

*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.

*Additionally, 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 the Bid Opening date.

TASC

Administrative Offices • 1500 North Halsted • Chicago, IL 60642
(312) 787-0208 • (312) 787-9663 fax • www.tasc.org

January 22, 2014

Ms. Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, IL 60602

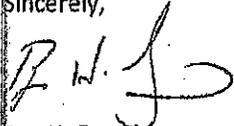
Dear Ms. Easley:

I am writing pursuant to your request that TASC, Inc. provide additional explanation regarding its proposed MBE/WBE participation in connection with Contract #1323-12649. Specifically, the County is asking for an explanation regarding the lack of direct participation in the contract.

TASC, Inc. has utilized indirect participation only for this project due to the nature of the project and its composition of costs. The project provides for a significant amount of labor (approximately 67% of our budget) and for drug testing related services (approximately 33% of our budget). The labor portion of the contract does not lend itself to direct MBE/WBE participation. While there are MBE/WBE vendors that appear to perform drug testing services, it is not economically feasible for TASC to utilize any of them as TASC operates its own drug testing laboratory.

As a result, TASC will utilize indirect participation of MBE/WBE vendors to fulfill the MBE/WBE requirements.

Sincerely,



Roy H. Fesmire
Vice President and CFO

Rebuilding lives. Strengthening communities. Restoring hope.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Multi-Products Distribution

Certifying Agency: Cook County

Address: 200 N. Garden Ave.

Certification Expiration Date: _____

City/State: Roselle, IL Zip 60172

FEIN #: _____

Phone: 630-893-9612 Fax: 630-893-9613

Contact Person: Beatrice Montalvo-Brown

Email: bbrown@multi-prod.com

Contract #: 13-23-12649

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Janitorial, cleaning and office supplies

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

Dollar Amount: \$100,682.50

Terms of Payment: Net 30 Days

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/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.

Beatrice Montalvo-Brown
Signature (MWBE)

Roy H. Fesmire
Signature (Prime Bidder/Proposer)

Beatrice Montalvo-Brown
Print Name

Roy H. Fesmire
Print Name

Multi-Products Distribution
Firm Name

TASC, Inc.
Firm Name

October 9, 2013
Date

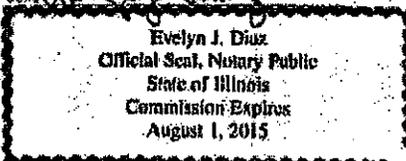
October 9, 2013
Date

Subscribed and sworn before me

this 9th day of October 20 13

Notary Public

SEAL

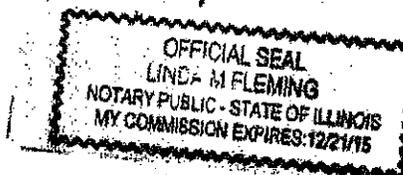


Subscribed and sworn before me

this 9th day of October 20 2013

Notary Public

SEAL



THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

COLLINS	1st Dist.	PETER A. SILVESTER	8th Dist.
FIBELT	2nd Dist.	BRIDGET GARNER	10th Dist.
TYLER	3rd Dist.	JOHN P. DALRY	11th Dist.
M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
SHAYS	5th Dist.	LARRY SUFFREDIN	13th Dist.
TRACY PAURPLEY	6th Dist.	GREGG GOPLIN	14th Dist.
GARDNER	7th Dist.	TIMOTHY G. SCHNEIDER	15th Dist.
EYES	8th Dist.	JEFFREY R. THOLEN	16th Dist.
		ELIZABETH ANN DOJOY GERMAN	17th Dist.

July 13, 2012

Ms. Beatrice Brown, President
Multi-Products Distribution, Inc.
200 N. Garden Avenue
Roselle, IL 60172

Dear Ms. Brown:

Congratulations, the Office of Contract Compliance is pleased to inform you that Multi-Products Distribution Inc. will maintain its certification as an MBE (9) WBE by Cook County Government. This MWBE Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as validation of your Cook County MWBE status and area of specialty.

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. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward MWBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward MWBE goals will only be recognized 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,

Handwritten signature of Laverne Hall in cursive script.

Laverne Hall
Director
LH/ek

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority & Women Business Enterprise
has been met by

Multi-Products Distribution Inc.

Regular Dealer: Office and Janitorial - Supplies & Equipment, Plumbing and Industrial - Tools & Supplies,
Electrical and Safety Products,
Professional Services - Bilingual Safety Training

Issued Date: July 13, 2012

No Change Affidavit Due: July 13, 2013

NIGP Code(s): 28550, 34500, 44500, 48500, 61500, 67000, 99077

Ethnicity Code: 9

County: Cook



Layeme Hall

Contract Compliance Director

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: JENNOO MAINTENANCE Certifying Agency: SELEX SE SERVICES
 Address: 2828 N. MERRILL AVE Certification Expiration Date: JUNE 1, 2014
 City/State: CHICAGO, IL ZIP: 60634 FEIN #: 55-192559
 Phone: 773-413-7300 FAX: 773-413-7310 Contract Person: ARINA PRASANNIKA
 Email: JENNOO.MAINTENANCE@COM Contract #: 13-23-12649

Participation: Indirect Indirect
 Will the MWBE firm be subcontracting any of the performance of this contract to another firm?
 No Yes -- Please attach explanation. Proposed Subcontractor:
 The undersigned MWBE is prepared to provide the following Commodity/Services for the above named Project Contract:

Janitorial and Maintenance Services

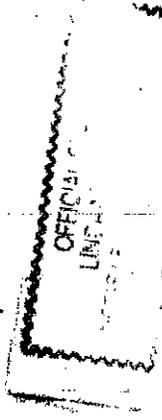
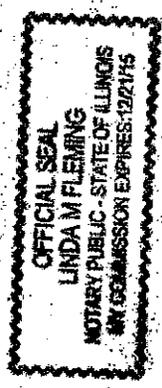
Indicate the dollar amount of Encumbrance, and the Terms of Payment for the above-described Commodity/ Services:

DELTA AIRLINE 46,273.00
TERMS OF PAYMENT: Net 30 Days
(If more space is needed to fully describe MWBE Firm's proposal, attach payment schedule. Attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt and signed approval 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 Fees/ Costs were completed.

Signature (MWBE): [Signature] Signature (Vendor/Proposer): [Signature]
 Print Name: JOHN M. PRASANNIKA Print Name: ROY H. FERRARIS
 Firm Name: JENNOO MAINTENANCE SERVICES Firm Name: TASC INC.
 Date: October 9, 2013 Date: October 9, 2013

Subscribed and sworn before me this 9th day of October, 2013
 Notary Public: Judith M. Fleming
 SEAL



FD-502

1-10-13



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 25 2013

Anna Ptaszynski
Jenco Maintenance Service, Inc.
2838 N. Menard Ave.
Chicago, IL 60634

Annual Certificate Expires: June 1, 2014

Dear Ms. Ptaszynski:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **June 1, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **April 1, 2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE if you fail to:**

- o file your No Change Affidavit within the required time period
- o provide financial or other records requested pursuant to an audit within the required time period
- o notify the City of any changes affecting your firm's certification within 10 days of such change
- o re-certify with the city within prescribed time frame

121 NORTH LA SALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

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

- (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) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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: No:

b) If yes, list business addresses within Cook County:
1500 N. Halsted St., Chicago, IL 60642
2320 W. Roosevelt Rd., Chicago, IL 60608

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 17-05-215-016-0000; 17-05-215-017-0000

17-05-215-018-0000

17-18-335-032-0000; 17-18-335-033-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

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 TASC, Inc. D/B/A: _____ EIN NO.: 36-2870923

Street Address: 1500 N. Halsted St.

City: Chicago State: IL Zip Code: 60642

Phone No.: 312-787-0208

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust
501(c)(3)

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.

Table with 3 columns: Name, Address, Percentage Interest In Applicant/Holder. Row 1: N/A

- 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.

Table with 3 columns: Name of Agent/Nominee, Name of Principal, Principal's Address. Row 1: N/A

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

Table with 4 columns: Name, Address, Percentage of Beneficial Interest, Relationship. Row 1: (Empty)

Declaration (check the applicable box):

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

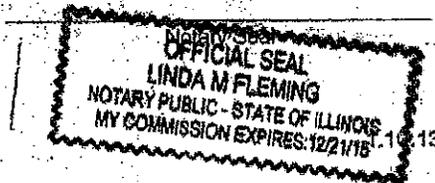
Roy H. Fesmire
Name of Authorized Applicant/Holder Representative (please print or type)
Signature
rfesmire@lasc.org
E-mail address

Vice President and CFO
Title
10/9/13
Date
312-573-8271
Phone Number

Subscribed to and sworn before me this 9th day of Oct, 2013

Linda M. Fleming
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 T1/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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Ronald Jones/Employee Title: Case Manager

Business Entity Name: TASC, Inc. Phone: 312-787-0208

Business Entity Address: 1500 N. Halsted St., Chicago, IL 60642

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. <u>Ronald Jones/Employee</u>	<u>Judge Rickey Jones</u>	<u>Brother</u>
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.

[Signature] _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 9TH Day of OCTOBER 2013

a Notary Public in and for Cook County

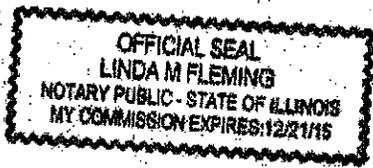
[Signature]
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 12/21/2015

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

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



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

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

X _____
Notary Public Signature

Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

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

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

BUSINESS NAME: TASC, Inc.

BUSINESS ADDRESS: 1500 N. Halsted Street
Chicago, IL 60642

BUSINESS TELEPHONE: 312-787-0208 FAX NUMBER: 312-787-8214

CONTACT PERSON: Roy H. Fesmire

FEIN: 36-2870923 *IL CORPORATE FILE NUMBER: 50849597

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Pam Rodriguez VICE PRESIDENT: Peter Palanca/Roy Fesmire

SECRETARY: Teresa Duran TREASURER: Lance Foster

**SIGNATURE OF PRESIDENT: *Pamela J. Rodriguez*

ATTEST: *Teresa Duran* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
4TH day of FEBRUARY, 2014

Linda M Fleming
Notary Public Signature

My commission expires: _____
Notary Seal

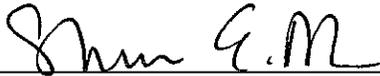


* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF April, 2014.

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

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

1323-12649

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 541,330.⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 09 2014

COM _____

APPROVED AS TO FORM:

N/A

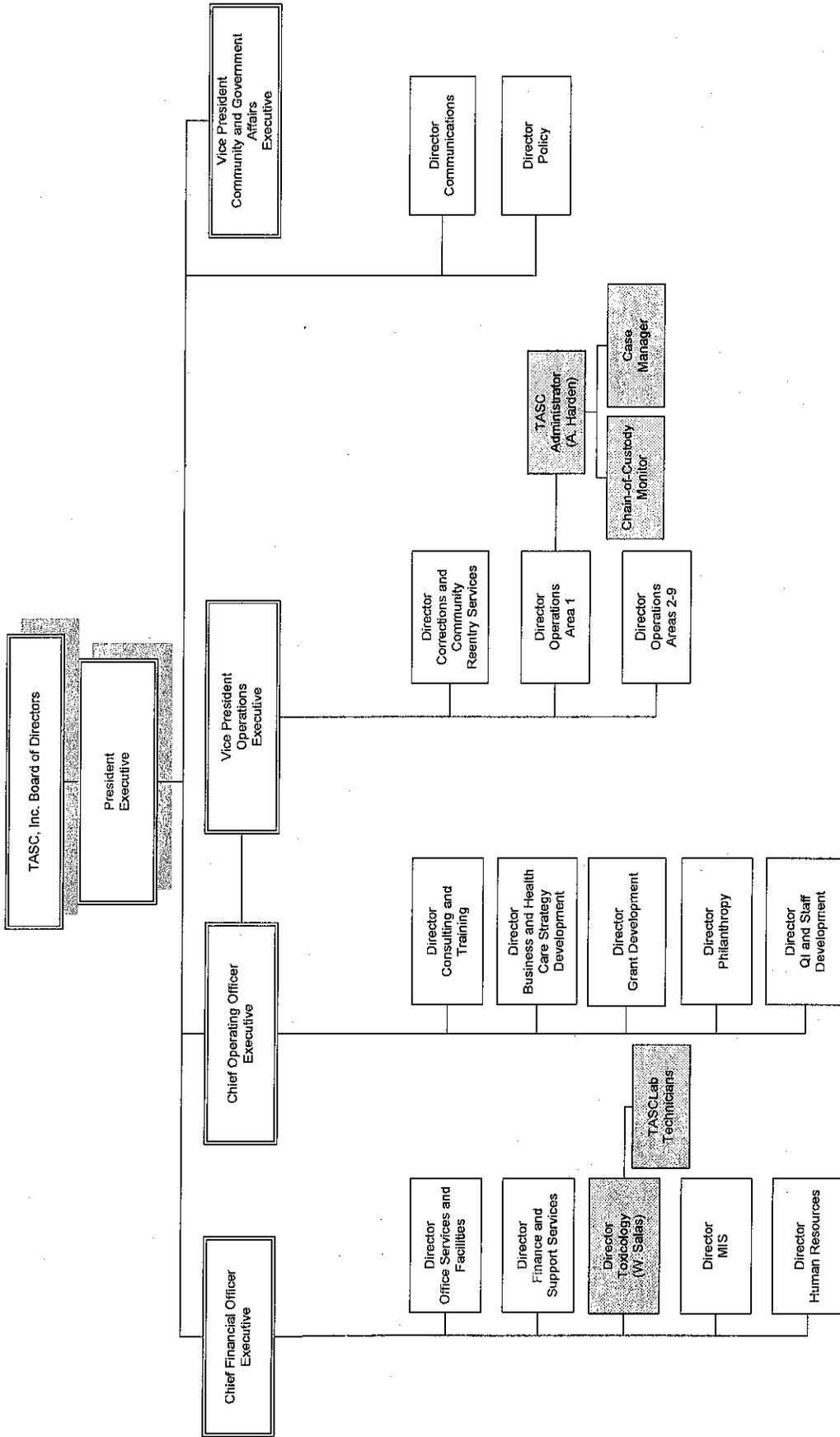
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

EXHIBIT 1
SCOPE OF SERVICES

**EXHIBIT 1: Scope of Services for
Drug Court Testing and Assessment Services**

TASC (Treatment Alternatives for Safe Communities) will administer Drug Court Testing and Assessment Services for the Cook County Court's Juvenile Probation and Court Service Department (Department). The clinical laboratory operated by TASC will be located within Cook County, Illinois. All laboratory services will be overseen by Mr. William Salas and all clinical youth services will fall under the supervision of Mr. Anthony Harden

The following chart depicts TASC's internal organizational structure for the Drug Court Testing and Assessment Services Program.



Drug Court Testing and Assessment Services Program Plan

TASC Laboratory Licensure, Guidelines and Certifications

TASC will maintain all required licenses and certifications for operation of its laboratories and will satisfy all Cook County Juvenile Probation and Court Services requirements. TASC will maintain the U.S. Department of Health and Human Services' certification under the Clinical Laboratory Improvement Act (CLIA), State of Illinois clinical laboratory licensure and will comply with the American Probation and Parole Association standards and guidelines and all applicable State of Illinois regulations. TASC will comply with the Department's laboratory certification requirements which includes the applicable National Institute of Health (NIH), National Institute on Drug Abuse (NIDA) and Substance Abuse and Mental Health Services Administration (SAMHSA) requirements.

TASC will complete its certification renewal inspection by the Illinois Department of Public Health (IDPH), which includes review of staff qualifications, written policies and procedures, quality control, etc as required. Laboratory licensure of a certified subcontractor that will be utilized to perform contract-related services will also be obtained.

TASC Key Personnel

TASC's Laboratory Director will meet the following qualifications:

- 1) State of Illinois certification as a laboratory director in forensic or clinical laboratory toxicology;
or
- 2) A PhD in one of the natural sciences with appropriate undergraduate and graduate education in biology, chemistry, pharmacology, or toxicology; or
- 3) Training and experience comparable to a PhD in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry and pharmacology or toxicology.

The Director will possess the qualifications recognized by Illinois courts to qualify the Director as an expert witness in the field of toxicology which shall at a minimum include:

- 1) Appropriate training and/or experience in forensic toxicology, including experience with the analysis of biological material for drugs of abuse;
- 2) Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications court testimony, research concerning analytical toxicology for drugs of abuse;
- 3) Or other qualifications which an Illinois court would consider to qualify the Director as an expert witness in forensic toxicology.

All *TASCLabs* personnel will receive the required education, training and/or certification to conduct operations in the agency's drug testing facilities in compliance with CLIA standards. In addition to their educational qualifications, laboratory technicians will receive on-site training conducted by the Laboratory Administrative Director. They will be trained in proper specimen collection and handling, quality assurance protocols and other safety precautions. Laboratory technicians will also receive on-site training and certification by the test equipment manufacturer on proper equipment operation,

maintenance and safety measures. In addition, all laboratory sites will have a "backup" individual trained in test procedures as a contingency for unexpected staffing shortages.

The Laboratory Administrative Director and laboratory technicians will participate in ongoing internal training. Information regarding new testing procedures, advances in the field, new technology and new regulations will be monitored regularly. The laboratory will track related information via pharmacological newsletters and receive updates on testing procedures and regulations through the American Society of Clinical Pathologists and College of American Pathologists. Furthermore, as instituted to fulfill CLIA guidelines, the Laboratory Administrative Director will conduct annual proficiency reviews for all laboratory technicians. All reviews will be documented in accordance with CLIA guidelines.

Visitation and Chain of Custody

TASC acknowledges the County's right to visit the laboratory at will and upon reasonable notice to observe organization and procedures for processing specimens.

TASCLabs will maintain strict chain of custody protocols, and train its staff with comprehensive procedures to assure that urine specimens are accounted for at all times, from the moment the client provides the specimen to the moment the specimen is destroyed by the laboratory. Agency staff will follow established procedures for a Chain of Custody request form that specifies referral source, test request and tamper seal; specimen collection; transportation log; specimen rejection; specimen receipt in the laboratory; testing procedures; reporting procedures; and specimen disposal.

TASC's Chain of Custody form will incorporate the "Sample Security Seal" in the body of the form. This seal has the same Accession Number as the form, which creates the direct link to the Chain of Custody document. In addition to a donor's signature, TASC will require the specimen donor to date and initial the seal on the form. This seal will remain intact until the laboratory staff opens the sample for testing. If the seal is not intact the sample will not be tested, and TASC will contact the specific provider or Court office by telephone to determine disposition of the sample. All samples will be secured in limited access sections of TASC's Laboratory facilities, which are controlled by magnetic key card. Any unacceptable sample will also be reported as a Comment on TASC's report, without test results, so the deficiency is recorded and the Accession Number is completed.

Clinical Assessments and Support Services

TASC's Juvenile Justice case management function will be designed to:

- Offer technical assistance in the development of treatment services that will restore and improve juveniles' functioning and enhance their quality of lives;
- Provide ongoing assessment of juveniles' needs for short- and long-term ancillary services;
- Make referrals to community-based service providers as needed to support the recovery process and youths' integration into the community; and
- Ensure continuous engagement with youth, their families, and system stakeholders to maintain positive outcomes.

Specific to the proposed Drug Court Testing and Assessment Services program, TASC has delivered juvenile clinical and non-clinical services for the Drug Court Testing and Assessment Services program in partnership with Cook County for almost two decades. This rich history has led the organization to consensus on plans for action within its juvenile court programming to consistently achieve good outcomes. For example, if a key community partner discontinues services, relationships are leveraged

with another licensed provider who has experience with the targeted youth populations immediately. Similarly, TASC has staff in place and, working as an organizational team, cross-trainings are facilitated for new staff to ensure no disruptions in the gains made through many existing programs. Youth program staff involved in the direct delivery of services often educate other staff members regarding the various aspects of their programs so continuity can be maintained wherever staff turnover and/or system changes occur.

Assessment Services. There are substantial health, family, community and societal benefits to be gained from providing effective early intervention and proper identification of services needs with this population. First, this population can accrue the health benefits associated with reducing alcohol and drug use. Early intervention is also likely to prevent escalation to dependence among a part of this population. Second, their families stand to benefit from reduced stress; their communities will benefit from reduced disruptive behavior and the public safety and social disorder associated with high risk alcohol and drug use. To that extent some crimes are reduced and taxpayers will benefit from decreased expenditures in the criminal justice system.

As process, TASC assessments are done in conjunction with youth, probation, treatment providers, families and schools. The agency has an office in the Juvenile Court facility which enables TASC to conduct case conferences and have continuous engagement with key system partners. A physical presence there also provides TASC with opportunities to meet with the judges and attorneys to keep them updated on juvenile issues as well as alternative juvenile sentencing options, and programmatic changes as they arise.

TASC will continue to deliver client assessment and other support services to Cook County's Juvenile Probation and Court Services Department. Upon referral, a TASC clinician, who is a Certified Alcohol and Drug Counselor, will conduct an in-depth assessment of each youth's criminal justice history, treatment history, and the nature and extent of addiction issues. The agency will utilize the Youth Clinical Assessment Tool in its Juvenile Probation programs, and will provide assessment findings in the areas of diagnostic impression, appropriate level of care determined by the American Society of Addiction Medicine (ASAM), source(s) of payment for treatment services, initial case management needs (including recommendations for mental health and substance use disorder treatment programs), and assessment summary information to the Juvenile Probation and Court Services Department within three (3) days prior to a youth's arraignment hearing.

Overall, TASC will deliver timely and applicable services by responding immediately and effectively to Juvenile Drug Court participant needs through screening, assessing and linking youth to appropriate service providers within their community. Referrals will be based on the individuals' needs at time of initial assessment and ongoing throughout the clients' time with TASC case management and chain-of-custody staff, who are highly skilled, trained and experienced clinicians. Referrals will be individualized based on individual need and may include: substance use, anger management, educational programs, school re-engagement, vocational training, life skills, peer jury, family engagement, and civic engagement, medical, dental, and mental health as well as others based on principles of restorative justice and positive youth development.

Clinical Support Services. TASC will also provide clinical support services to the Juvenile Court Drug Program (JCDP) to support the program's clinical objectives. The agency recognizes that this may include data entry and report generation, management of client data, and regular liaison with Court administrators and other designees. Specifically, TASC will continue to accomplish this by: *Assisting* youth in navigating complex public systems, advocating for their access to services, and supporting them

in engagement and retention activities and in achieving wellness and self-sufficiency; *Coordinating* and disseminating information on community resources at Community Forum Days and other relevant events; and *Conducting* ongoing site visits to community-based providers serving the clients to ensure cultural-, gender-, and age-appropriateness.

TASC's clinical support services for the Cook County Juvenile Drug Court will include:

- Participating in recreational and pro-social activities at JCDP sponsor events;
- Speaking at and attending the quarterly "Town Hall" meetings for awards to participants;
- Providing "same day," on-the-spot assessments/interviews and completions;
- Consulting with treatment providers to obtain progress information on clients;
- Providing crisis intervention services on the JCDP probation unit;
- Accompanying clients to psychiatric hospitals when in crisis;
- Educating adolescents on *what treatment is*, as well as *what it is not*, in a non-confrontational style and tone at orientation, as chances for treatment success may be reduced when youth have mistaken notions about the nature of treatment;
- Developing client status reports as well as monthly reports;
- Consulting/educating probation officers regarding alcohol and other drugs;
- Offering technical assistance;
- Providing education and in-service to judges and attorneys on signs and symptoms of substance use; and
- Conducting ongoing outreach and engagement with families.

Integrity of Calibration/Controls and Specimens

Calibration and Maintenance. To ensure accuracy and reliability of test results, all analytic equipment will be calibrated according to the manufacturer's specifications. All instrument calibration and maintenance logs shall be made available to Juvenile Probation and Court Services Department designees upon request.

TASCLabs' system of calibration, controls and maintenance will be in full compliance with CLIA standards.

Specimen Identification. As detailed, TASC's Chain of Custody form incorporates the "Sample Security Seal" in the body of the form. This seal will have the same Accession Number as the form, to create the direct link to the Chain of Custody document. In addition to a donor's signature, TASC will require the specimen donor to date and initial the seal on the form. This seal will remain intact until the laboratory staff opens the sample for testing. The entire specimen-handling process will comply with CLIA standards.

Quality Assurance and Control

Quality Assurance. TASC will provide the Juvenile Probation and Court Services Department with copies of its Field Manual as requested. The manual will provide the detailed policies and procedures in the following areas: Chain of custody process; Proper sample collection techniques (specimen acquisition); Specimen rejection criteria; Descriptions of various testing methods (initial and confirmatory); Reporting and results interpretation; Analytical procedures (see *Quality Control* section); and Specific information on medications and products that can affect test results.

Quality Control. TASC will maintain procedures established in conjunction with the County to assure quality and consistency of its test findings. Standard operating procedures will be established in writing and utilized for all aspects of laboratory processing, including but limited to, evaluating specimen and chain of custody integrity, and control frequency. Procedures for handling control shifts and trends, control failure, instrument maintenance, proficiency testing and documentation ensure the testing is functioning as expected and the results are accurate.

As part of its standard quality control procedures, and in keeping with the requirements of the Juvenile Probation and Court Services Department, TASC will include control samples with known concentrations at 25 percent above and below the cut-off level with every batch of specimens tested. These samples will cover the range of the test limits, including those samples that require confirmation testing and routine samples, to verify test accuracy on a daily basis. The lab will also analyze "blind" specimens as another measure of quality control. These samples are provided by the College of American Pathologists (CAP) and are designed to encompass all testing procedures. Neither the Director nor the technical staff know which sample will have what drug and at what level, to meet even distribution requirements. Test results are submitted, evaluated by the CAP, and compared to results from other laboratories. The findings of these blind samples are automatically reported to CLIA and are available for review by the Department. Also, in accordance with CLIA requirements, all equipment maintenance and calibration of instruments is documented. The Laboratory Director will maintain all quality control data.

Testing Procedures

Test Screening and Confirmations. TASC will utilize proven technology established by leading equipment manufacturers on equipment that has an established record of reliability and accuracy. TASC will utilize Enzyme Immunoassay testing for initial drug screenings. Confirmation tests will be conducted by TASC's reference laboratory subcontractor using GC/MS (Gas Chromatography/Mass Spectrometry) and will only be conducted, at the direction of the Department, for presumptive positive results on the screening procedures. Validity tests will also be conducted on each sample processed. TASC will provide testing for initial drug screenings to program participants. Drug screens will be conducted for the following drugs: marijuana, cocaine, opiates, amphetamines/methamphetamines, alcohol, PCP, ecstasy and heroin. TASC will also provide testing for other drugs as requested by the Department, as well as collection cups with temperature strips.

For this program, TASC, at the direction of the Department, will conduct confirmation tests on presumptive positive results. *TASCLabs* will send formal reports within three (3) days of completion. TASC's Laboratory Medical Director and/or Laboratory Administrative Director will review all test results prior to reporting to the Juvenile Probation and Court Services Department.

Quantification of Results. TASC will conduct tests as required by the Cook County Juvenile Probation and Court Services Department at cutoff levels specified by SAMHSA for initial and follow-up confirmation tests. TASC will report initial positive findings, and the confirmation results, in ng/ml concentrations along with their corresponding SAMHSA cut-off values.

Specimen Transportation and Collection. TASC will provide transportation of specimens from the Juvenile Probation and Court Services office in Cook County (1100 S. Hamilton Avenue, Chicago) and the fourteen (14) designated treatment provider sites in Cook County to the laboratory facility at 1500 N. Halsted Street at no additional cost to the County. Pickups will be made twice a week at all locations.

Review of Results. TASC's Laboratory Medical Director and/or Laboratory Director will review all test results prior to reporting to the Juvenile Probation and Court Services Department, and will provide additional interpretation of results upon the Department's request.

Specimen Storage. All positive specimens will be stored in freezers for a minimum of one (1) year, at no more than -10 degrees centigrade. Positive samples will remain the property of the Juvenile Probation and Court Services Department while stored at the laboratory. Negative specimens will be retained for two (2) weeks and disposed of by TASC, unless instructed otherwise by the County. TASC recognizes that positive specimens may be returned or re-tested at any time and will take precautions to maintain specimen integrity in this event.

Cook County Juvenile Detention Center (JTDC) Reduction Initiative

TASC will provide one (1) dedicated full-time staff position to support the Cook County JTDC Reduction Initiative and other Cook County Juvenile Probation programs and activities as considered necessary. Vendor shall train the staff member in appropriate specimen and chain-of-custody monitoring procedures. The staff position shall have the title of Chain-of-Custody Monitor and its activities include:

- Collection of urine specimens for toxicology testing by approved laboratory.
- Direct observation of sample collection when requested and gender appropriate.
- Inspection of samples for indications of tampering (temperature, color, odor, etc.) and documentation of such indications.
- Collection of client information and completion of test request/chain-of-custody forms.
- Maintain adequate collection supplies.
- Pick-up and transport of samples from collection sites to approved laboratory.
- Ensure security and chain-of-custody of urine samples.
- Other activities supporting Juvenile Probation programs as necessary and appropriate.

Reports

TASCLabs will furnish all screening sample results in written form within 24 hours for negative results and within 48-72 hours for positive results. TASC will transmit all reports and necessary documentation to the Juvenile Probation and Court Services Department on a prompt and timely basis, by fax or e-mail as established by the County. Reports will include the Chain of Custody information including but not limited to: sample identification/lab accession number; date of collection and receipt; date of reporting and name of Department facility where tested,. Reports will also indicate the results that were negative or positive, with quantitative analysis of the results. The nanogram level will be printed with positive results. The Laboratory Director will also provide technical assistance in test interpretation upon request.

The TASC Laboratory will download test results to the TASC Client Tracking System for use by its case managers. The agency's Management Information Systems (MIS) department is available to work out the details of any equipment/software set-up and data transfer protocols with the Juvenile Probation and Court Services Department and the Cook County MIS Director. The data to be made accessible shall include, but will not be limited to, the following: sample identification numbers; laboratory accession

numbers; dates of collection, receipt, and reporting; and tests results with quantitative analysis and nanogram levels. Technical assistance in test interpretation will be provided upon request.

TASC will also provide Juvenile Probation and Court Services with monthly status reports which will include information about: number of specimens received, rejected, reported out, screened positive, received for confirmation, confirmed positive, and confirmed positive per drug panel; rejection rate; positive rate; percent of confirmation rate; and other information that may be reasonably requested by the Department.

Judicial and Audit Proceedings

Drug testing and results reporting will be performed in the most legally defensible manner as possible, generating reports that are admissible in court. TASC will provide expert witness testimony required by the Court, as is done for all TASC's toxicology laboratory programs. Related records will be made available for Cook County audits as necessary.

Additional Services

General Supplies. TASC will provide, as a part of this contract, FDA-approved instant cups for on-site use by the Probation Department. Positive samples from this screening will be considered initial screenings at TASC's laboratory. TASC will comply with requests for re-tests, or forward directly for confirmation by GC/MS any such samples received, as requested by the Department. General supplies, including gloves, chain of custody forms, specimen kits, etc. will also be provided at no additional costs to the County.

Training and Technical Assistance. Technical assistance will be provided in result interpretation of a client's testing history to assist the case manager in monitoring activities. Further assistance will also be provided to prosecuting and/or defense attorneys on a random basis, all with the goal of helping the client. Group training and discussion with TASC case managers will occur on at least an annual basis to cover new developments and assist in adjusting ordering protocols to meet current needs.

TASC's clinical case manager will provide orientation and training to all new providers and new staff on the chain of custody procedures for specimen collection with drug court participants. The agency understands that the reliability of drug court testing is dependent upon sample integrity. Therefore, TASC will facilitate meetings with providers on effective techniques and practices regarding collection testing and adulteration detection. Trainings will involve the collection process—from specimen collection and transport to testing the validity of the test results—and how to document these activities from the time clients check in to submit samples through final dispositions.

Invoices and Contract Period. TASC will continue to provide itemized invoices to Cook County Juvenile Probation on a monthly basis. It is understood that the proposed contract will be in effect for a period of 36 months, with the possibility of two (2) additional yearly renewals.

EXHIBIT 2

SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION

This Schedule of Compensation will be incorporated in the final Contract. The County makes no guarantee that the services identified will be required as of the dates or in the quantities indicated.

Pricing includes any Government discount provided to Municipal Entities.

The County is not obligated to purchase the full quantities proposed by the Proposer

Item	Unit of Measure	Qty.	Description	Price
1.	Each	800	Clinical Assessments, for all Department Facilities.	\$ 20.00 /Each
				\$ 16,000.00 /Total
2.	Each	7,500	Specimen Collection, Chain-of-Monitoring for all Department Facilities.	\$ 9.00 /Each
				\$ 67,500.00 /Total
3.	Month	36	Chain-of-Custody monitor for the JTDC Reduction Initiative	\$ 3,275.00 /Month
				\$ 117,900.00 /Total
4.	Hours	4,500	Clinical Support Services.	\$ 36.00 /Each
				\$ 162,000.00 /Total
5.	Panels	21,000	Drug Testing Panels	\$ 3.08 /Panels
				\$ 64,680.00 /Total
6.	Each	3,000	FDA Approved Instant Cups	\$ 2.75 /Each
				\$ 8,250.00 /Total
7.	Each	21,000	GC/MS for confirmation service	\$ 5.00 /Each
				\$ 105,000.00 /Total

GRAND TOTAL \$ 541,330.00

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NN

DATE (MM/DD/YYYY)
01/22/14

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 Non Profit Risk Services, Inc. 14504 John Humphrey Drive Orland Park, IL 60462 Robert Golinvaux	708-349-1460	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TASCINC	FAX (A/C, No): 																				
	708-349-1760	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Great American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>First Nonprofit Companies</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Great American Insurance Co.		INSURER B :	First Nonprofit Companies		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																							
INSURER E :																							
INSURER F :																							
INSURED T.A.S.C., INC. TREATMENT ALTERNATIVES FOR SPECIAL CLIENTS INC. ATTN: MR. ROY FESMIRE 1500 N. HALSTED CHICAGO, IL 60622																							

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PAC0520708	06/21/13	06/21/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP0520709	06/21/13	06/21/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0520710	06/21/13	06/21/14	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	FWC1001207	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PAC0520708	06/21/13	06/21/14	Agg Limit 3,000,000
A	Crime Emp Dis/Forg			PAC0520708	06/21/13	06/21/14	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Cook contract no.13-23-12649 Drug Court Testing and Assessment Services, Cook County, its employees, officials, and commissioners are named as Additional Insureds as their interest may appear. The Commercial General liability shall be primary and non-contributory with any insurance or self-insurance programs maintained by the County.

CERTIFICATE HOLDER 000000 County of Cook Office of the Purchasing Agent Room 1018 118 N. Clark Street Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Golinvaux
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EXHIBIT 4
BOARD AUTHORIZATION