

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**Neuropathology Consulting Services**

**Contract # 1428-13708**

BETWEEN



COOK COUNTY GOVERNMENT

Cook County Medical Examiner's Office

AND

Northwestern Medical Faculty Foundation, doing business as Northwestern  
Medical Group

# PROFESSIONAL SERVICES AGREEMENT

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## 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 Northwestern Medical Faculty Foundation, doing business as Northwestern Medical Group, a not-for profit corporation registered in the Corporation State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Procurement Codes.

## BACKGROUND

*The 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.



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.

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

To the extent applicable 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.

**g) Insurance**

The County's Risk Management Office maintains the right to add insurance requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the

Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

If required by the County at any time, during the term of this Contract, the Consultant shall purchase and maintain at all times during the terms of this Contract insurance coverage which is satisfactory to the County and will satisfactory insure the Consultant against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All such insurance, if required, shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. As stated in Article 10, Section (i), the Consultant is an Independent Contractor, and is not entitled to receive any benefits, including but not limited, to worker's compensation benefits and unemployment compensation.

**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) Subcontract 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 is in effective on December 15, 2014 through December 14, 2016 when approved by the Cook County Chief Procurement Officer 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 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, and subject to agreement of 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 maximum source of funding 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 can exercise any remedies available to it at equity or in law.

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.

The Consultant may elect an early termination of the Agreement provided a 60 days notification is given to the Office of the Chief Procurement Officer and the Cook County Medical Examiner in accordance with Article 11 of this Agreement. Should the consultant notification to the County OCPO and ME differ; the latest notification date to the agency shall prevail.

**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 recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 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: Cook County Medical Examiner's Office  
2121 W. Harrison Street  
Chicago, Illinois 60602  
Attention: Deputy Executive Director

and

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

If to Consultant:

Northwestern Medical Faculty Foundation, d/b/a Northwestern Medical Group  
c/o Department of Pathology  
303 East Chicago Avenue, Ward 3-150  
Chicago, Illinois 60611  
Attention: Judy Elleson, Department of Pathology Administrator

And

Office of General Counsel  
Northwestern Memorial HealthCare  
211 E. Ontario, Floor 18  
Chicago, IL 60611  
Attention: Danae K. Prousis, Deputy General Counsel

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

## **ARTICLE 12) AUTHORITY**

Execution of this Agreement by the Chief Procurement Officer is authorized under Section 34-123 of the County Procurement Codes. Execution of this Agreement by the Consultant is with the understanding that the signature(s) of the 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.

COOK COUNTY  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

“Auditing” means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

“Consulting” means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

“Elected Official” means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State’s Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

“County” shall mean the offices which are administered by the President of the County Board.

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 to.

**SECTION 1: CONTRACTOR’S INFORMATION**

COMPANY NAME: Northwestern Medical Faculty Foundation  
d/b/a Northwestern Medical Group

ADDRESS: 211 E. Ontario, Suite 1600, Chicago, Illinois 60611

TELEPHONE: (312) 695-8391

CONTACT NAME: Judy Elleson

CONTACT EMAIL: judy.elleson@northwestern.edu

**SECTION 2: AFFILIATE INFORMATION**

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Northwestern Memorial HealthCare, 251 E. Huron, Suite 3-710, Chicago, IL 60611 (312) 926-2000

Northwestern Foundation for Research and Education, d/b/a Northwestern Medical Group Management  
Services, 211 E. Ontario, Suite 1600, Chicago, IL 60611 (312) 926-2000

**SECTION 3: CONTRACT INFORMATION**

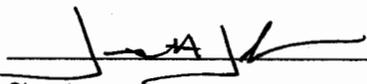
- a. This Certification relates to the following Contract: Neuropathology
  
- b. The Contractor is providing the following type of Services: [ ] Auditing or [ X ] Consulting
  
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:  
Medical Examiner
  
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [ X ] Yes or [ ] No.  
If yes, please state the other Contract Number(s) and the Nature of Services.  
  - 1. H13-25-023—provision of Otolaryngology Services at CCHHS
  - 2. Provision of Maternal Fetal Medicine Services at CCHHS
  - 3. 1328-13008—provision of Cardiac Pathology services for CCME
  - 4. H13-25-040—provision of Cardiothoracic Surgery at CCHHS

**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:  

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.
  
- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
  
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

  
\_\_\_\_\_  
Signature  
Justin Johnson  
\_\_\_\_\_  
Name (Type or Print)

Vice President & Chief Financial Officer  
\_\_\_\_\_  
Title

10/30/2014  
\_\_\_\_\_  
Date

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

**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](http://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: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

Attach additional sheets as needed.

**\*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.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation:      Direct      Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No    Yes – Please attach explanation.     Proposed Subcontractor: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE 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.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**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 \_\_\_\_\_

None \_\_\_\_\_

**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:

See attached Exhibit 1

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): See attached Exhibit 2

\_\_\_\_\_  
\_\_\_\_\_  
**(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.

NMG Cook County Property Location List  
11/14/2014

Description	Address	City	State	Postal Code
1632 W Central Road	1632 W Central Road	Arlington Heights	IL	60005
880 W Central Road	880 W Central Road	Arlington Heights	IL	60005
211 Ontario	211 E. Ontario	Chicago	IL	60611
Prentice	245 E. Chicago Avenue	Chicago	IL	60611
Feinberg/Galter	251 E. Huron	Chicago	IL	60611
259 Erie	259 E. Erie	Chicago	IL	60611
541 Fairbanks	541 N. Fairbanks	Chicago	IL	60611
676 Bldg	676 N. St. Clair	Chicago	IL	60611
Olson	710 N. Fairbanks	Chicago	IL	60611
111 W. Washington	111 W. Washington	Chicago	IL	60602
1135 S Delano Ct E.	1135 S Delano Ct East	Chicago	IL	60605
West Belmont	1325-41 West Belmont	Chicago	IL	60657
SONO / Blackhawk	1460 N. Halsted	Chicago	IL	60642
150 Bldg	150 E. Huron	Chicago	IL	60611
1780 North Milwaukee	1780 North Milwaukee Avenue	Chicago	IL	60647
Bucktown Radiology	1913 W. North Avenue	Chicago	IL	60622
20 S. Clark St.	20 S. Clark St.	Chicago	IL	60603
201 E Walton	201 E Walton Place	Chicago	IL	60611
American Dental Assoc.	211 E. Chicago Ave.	Chicago	IL	60611
2701 S. Western Ave.	2701 S. Western Ave.	Chicago	IL	60608
446/448 Oterrie Bldg	446 E. Ontario	Chicago	IL	60611
4801 West Peterson	4801 West Peterson, STE 406	Chicago	IL	60646
635 N. Dearborn	635 N. Dearborn	Chicago	IL	60654
645 N. Michigan	645 N. Michigan Ave.	Chicago	IL	60611
680 Bldg	680 N. Lake Shore Drive	Chicago	IL	60611
225 East Chicago Ave.	225 East Chicago Ave.	Chicago	IL	60611
737 N. Michigan	737 N. Michigan	Chicago	IL	60611
Church Street Plaza	1704 Maple Avenue	Evanston	IL	60021
Patriot Bldg	2701 Patriot Boulevard	Glenview	IL	60026
Northbrook Office	1535 Lake Cook Road	Northbrook	IL	60062
2425 W. 22nd St.	2425 West 22nd Street, STE 203B	Oakbrook	IL	60523
420 Thatcher	420 Thatcher Ave	River Forest	IL	60305
10024 Skokie Bld.	10024 Skokie Blvd, STE 304	Skokie	IL	60077
9555 Gross Point Road	9555 Gross Point Road	Skokie	IL	60076

**EXHIBIT 2: REAL ESTATE OWNERSHIP DISCLOSURES**

<u>Address</u>	<u>Permanent Index Numbers</u>
301 East Huron Street	17-10-202-091-0000
301 East Huron Street	17-10-202-093-0000
251 East Huron Street	17-10-202-095-0000
251 East Huron Street	17-10-202-097-0000

# 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 Northwestern Medical Faculty Foundation D/B/A: Northwestern Medical Group EIN NO.: 36-3097297

Street Address: 211 E. Ontario, Suite 1600

City: Chicago State: IL Zip Code: 60611

Phone No.: (312) 926-1599

## Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) not-for-profit corporation

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Northwestern Memorial HealthCare		Sole Corporate Member

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

Name of Agent/Nominee	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship
See 1. above			

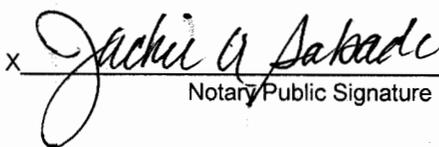
**Declaration (check the applicable box):**

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

Justin Johnson  
 Name of Authorized Applicant/Holder Representative (please print or type)  
  
 Signature  
 jusjohns@nmh.org  
 E-mail address

V.P. and Chief Financial Officer  
 Title  
 10/30/2014  
 Date  
 (312) 926-1599  
 Phone Number

Subscribed to and sworn before me this 30th day of Oct, 2014

x   
 Notary Public Signature

My commission expires: 12/17/16

**OFFICIAL SEAL**  
**JACKIE A SABADO**  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 Notary Seal COMMISSION EXPIRES: 12/17/16



## COOK COUNTY BOARD OF ETHICS

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

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

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

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

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

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Owner/Employee's Signature Date 10/30/2014

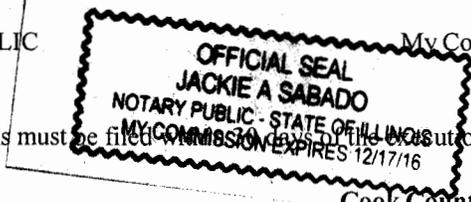
Subscribe and sworn before me this 30<sup>th</sup> Day of October, 2014

a Notary Public in and for Cook County

Jackie A Sabado  
(Signature)

NOTARY PUBLIC SEAL

My Commission expires 12/17/16



Completed forms must be filed with the Commission of any contract or lease with Cook County and should be mailed to:

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

**SIGNATURE BY A CORPORATION**

**(SECTION 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: Northwestern Medical Faculty Foundation d/b/a Northwestern Medical Group

BUSINESS ADDRESS: 211 E. Ontario, Suite 1600, Chicago, IL 60611

BUSINESS TELEPHONE: (312) 926-1599 FAX NUMBER: (312) 926-4310

CONTACT PERSON: Judy Elleson

FEIN: 36-3097297 \*IL CORPORATE FILE NUMBER: N 5217-965-3

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: David M. Mahvi, M.D.

VICE PRESIDENT: Justin A. Johnson

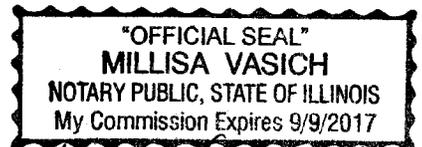
SECRETARY: Danae K. Prousis

TREASURER: John A. Orsini

\*\*SIGNATURE OF PRESIDENT: *[Signature]*

ATTEST: *Danae K. Prousis* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
20<sup>th</sup> day of November, 2014.



My commission expires:

x *Millisa Vasich 11/20/14*  
Notary Public Signature

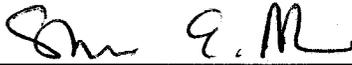
*Millisa Vasich 11/20/14*  
Notary Seal

\* 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 3 DAY OF December, 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  
1428-13708

OR

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

TOTAL AMOUNT OF CONTRACT: \$40,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

## EXHIBIT 1

### Scope of Services

#### **Key Personnel:**

See attached Resumes

#### **Scope of Services:**

- Provide routine consultation services to the CCMEO within two weeks of notice.
- Provide emergent consultation services to the CCMEO within 48 hours of notice.
- Provide written reports of gross findings within 30 days of examination of the brain /Spinal Cord/Dura.
- Assist in training CCMEO fellows and staff with practical didactic sessions annually to include proper dissection of the adult and infant brain and spinal cord and evaluation of Trauma.
- Perform histological evaluation of brains/Spinal Cords and include final consultation report due within 60 days of examination of the brain.

Services will be provided at the CCMEO and, at the direction of the Cook County Medical Examiner, at Northwestern Memorial Hospital. When services are provided at Northwestern Memorial Hospital, CCMEO, at its expense, shall arrange for and provide transportation of the specimens to Northwestern Memorial Hospital as determined solely by CCMEO.

## Curriculum Vitae

Eileen H. Bigio, M.D.  
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### Home

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Citizen: United States

### **Education**

1975	University of Michigan, Ann Arbor	BS	Medical Technology
1985	University of Texas Medical Branch, Galveston	MD	Medicine

### **Positions Held**

1975-1976 Medical technologist, University of Michigan Hospital, Ann Arbor  
1977-1981 Chief medical technologist, University of Texas Medical Branch, Galveston

### **Graduate Medical Education**

1985-1988 Resident, University of Texas Medical Branch, Galveston; Anatomic and Clinical Pathology  
1988-1989 Chief resident, Department of Pathology, University of Texas Medical Branch, Galveston; Anatomic and Clinical Pathology

### **Postdoctoral Research Training**

1989-1992 University of Texas Southwestern Medical Center at Dallas, Dallas, Postdoctoral Fellow, Neuropathology (laboratory of Dr. Charles L. White III)

### **Board Certification and Medical Licensure**

1993 Specialty board certification in Anatomic Pathology and Neuropathology, The American Board of Pathology  
1975 American Society of Clinical Pathology, Medical Technology Registry  
1986-2001 Texas State Board of Medical Examiners #H2247  
2001 State of Illinois Department of Professional Regulation #036-10548

### **Faculty Appointments**

- 1992-1993 Instructor, University of Texas Southwestern Medical School, Dallas, Department of Pathology (Neuropathology)  
1993-1999 Assistant Professor, University of Texas Southwestern Medical School, Dallas, Department of Pathology (Neuropathology)  
1999-2001 Associate Professor, University of Texas Southwestern Medical School, Dallas, Department of Pathology (Neuropathology)  
2001-2005 Associate Professor, Northwestern University Feinberg School of Medicine, Chicago, Department of Pathology (Neuropathology)  
2005-- Professor, Northwestern University Feinberg School of Medicine, Chicago, Department of Pathology (Neuropathology)

### **Hospital Staff Appointments**

- 1993-2001 Staff Pathologist, Parkland Memorial Hospital, Dallas  
1993-2001 Staff Pathologist, Zale-Lipsky Hospital, Dallas  
2001-- Staff Pathologist, Northwestern Memorial Hospital, Chicago  
2005-- Medical Director of Neuropathology

### **Administrative Appointments**

- 2001-- Neuropathology Core Leader, Cognitive Neurology and Alzheimer Center, Northwestern University Feinberg School of Medicine, Chicago, Illinois  
Jan 2005-- Neuropathology Medical Director, Dept. of Pathology, Northwestern University Feinberg School of Medicine, Chicago, Illinois

### **Committee Service**

#### NUFSM

- 2004-2007 Member, MD Program Interview Committee, NUFSM  
2007, 2008 Member, Ad Hoc Promotions and Tenure Committee

#### NMH

- 2006-2011 Member, Laboratory Quality Committee, NMH  
2009-2013 Member, Laboratory Liaison Committee, NMH  
2011-2013 Member, Finance Committee, NMH  
2011-- Member, AP Directors Committee, NMH

### **Honors and Awards**

- 1971 University of Michigan Regents Alumni Scholarship  
1974 Medical Technology Student Scholarship  
1975 University of Michigan graduate cum laude  
1988 Outstanding resident in Anatomic Pathology  
1989 Outstanding resident in Clinical Pathology  
1989 Outstanding resident in Pathology Education  
1990 First Place Award, Texas Society of Pathologists, Residents and Fellows Seminar  
1998 Ornish Award in Alzheimer's Disease Research  
2007 Consumers Research Council of America

Guide to America's Top Pathologists  
2012-2015 Paul E. Steiner Research Professor in Pathology

### **Professional Society Memberships**

1981 Member American Medical Association  
1988 Member International Academy of Pathologists  
1990 Member American Association of Neuropathologists  
1993 Member International Congress of Neuropathologists

### **Professional and Scientific Service**

#### International Advisory Committee member

- 7<sup>th</sup> International Conference on Frontotemporal Dementias, October 6-8, 2010
- 8<sup>th</sup> International Conference on Frontotemporal Dementias, September 5-7, 2012
- 9<sup>th</sup> International Conference on Frontotemporal Dementias, October 23-25, 2014

UCSF ADRC Pathology External Advisory Committee member, 2011-2013

#### Editorial Boards

- Journal of Neuropathology and Experimental Neurology, July 1 2007-
- Brain Pathology, 2009-2012
- Brain Pathology, 2013–Senior Editor in charge of submissions related to neurodegenerative disorders
- Acta Neuropathologica, January 2009-

#### Manuscript Reviews, other journals

- Alzheimer's Disease and Associated Disorders
- American Journal of Pathology
- Annals of Neurology
- Archives of Neurology
- BMC Neurology
- FEBS Letters
- Future Neurology
- ILAR Journal (Experimental Design and Statistics in Biomedical Research)
- Journal of Alzheimer's Disease
- Journal of Geriatric Psychiatry and Neurology
- Journal of Neurology
- Journal of Neurology, Neurosurgery & Psychiatry
- The Lancet Neurology
- Neurology
- Neuropathology and Applied Neurobiology
- Neuroscience Letters

#### NIH Workshop Service

- NINDS-sponsored FTLD Neuropathologic Diagnosis Consensus Workshop, 2/08
- NINDS- and AFTD-sponsored FTLD Neuropathology Workshop, 2/10
- NIH/NIA Steering Committee member for revision of NIA/Reagan criteria for the pathologic diagnosis of Alzheimer disease, 12/10

- NACC Steering Committee member for revising NACC NP dataform to include 1) FTLN module and 2) revised NIA-AA NP diagnostic criteria for AD, 2012

#### NIA

- 2006-2007 NIA Biospecimen Task Force
- 2006-2008 ADC Neuropathology Core Leaders Steering Committee
- 2006, 2007 Chair, ADC Neuropathology Core Leaders Steering Committee

#### Grant Reviews

- Ad hoc NIH Review Committee for Alzheimer Disease Research Centers competitive renewals and new applications
  - ZAG1 ZIJ-4 (J5), 9/03
  - ZAG1 ZIJ-7 (J4), 10/03
  - ZAG1 Z1J-7 (J4) and ZAG1 Z1J-8 (J1) 10/04
  - 2009/01 ZAG1 ZIJ-4 (J1), 10/08
  - ADRC Reviews 11/09
- Arizona Alzheimer Disease Center Pilot Grant Application, 2005
- MRC G0600984 Grant Application, 2006
- Mayo ADRC Pilot Grant Application, February 2012
- NIMH, NICHD, and NINDS, Brain and tissue Repository Contract review, April 2013
- NIH/NIA, U19 Dominantly Inherited Alzheimer Network review, October 2013

#### American Association of Neuropathologists

- Program Committee, AANP annual meeting, 2003-2010
- Co-chair of Neuropathology of Neurodegenerative Disorders sessions, 2003-2005, 2007
- Awards Committee, AANP annual meeting, 2005-2007
- AANP Professional Affairs Committee, 2012—
- AANP Executive Council Member-At-Large, 2014—

#### **Teaching**

##### Medical Students

- Two lectures given yearly in Pathology course (until 2009):
  - CNS Infections
  - CNS Tumors
- One STS block session yearly
- Advisor for Mike Johnson, an MD/PhD student, 2007

##### Pathology Residents

- One lecture per year presented at "Pathology Resident Lecture Series":
  - Surgical Neuropathology of Non-neoplastic CNS Conditions
  - Pathology of Neurodegenerative Disorders
- Mentor to Dr. Stefanie Freeman regarding career in neuropathology. Worked with her on a project she presented at American Association of Neuropathologists, June 2003
- Mentor to Dr. Simone Davion regarding career in neuropathology

##### Neuropathology Fellowship

- Applied for Neuropathology training program and received 5-year accreditation after first site visit January 2008
  - First fellow, Steven Dubner, July 2008
  - Second fellow, Kyung-Hwa Lee, July 2010
  - Third fellow, Esther Bit-Ivan, July 2012

### Neurology Residents

Three lectures give to Neurology residents yearly until 2010:

- CNS Infections I
- CNS Infections II
- CNS Trauma

(2010—established month-long Neurology resident rotation in Neuropathology for more optimal training)

### Graduate Students

- Laura Frantzen, rotated through lab working on a project presented at American Association of Neuropathologists, June 2004
- Thesis defense committee member for Angela Guillozet, PhD, 7/12/02
- Qualifying examination committee member for Peleg Horowitz, PhD, 6/18/04
- Thesis defense committee member for Peleg Horowitz, PhD, 8/24/06
- Qualifying examination committee member for Sara Kleinschmidt, PhD, 7/11/08

### Illinois Math & Science Academy (IMSA) students, 2002-2004

One IMSA student one day per week in the brain bank lab.

2002-2003: Chandana Jasti, worked on ongoing "Investigation of Genetic Mutations in Neurodegenerative Disease" project

2003-2004: Matthew Srednick, worked on "Neocortical neurofibrillary tangles in ALS" project

### Summer Students

#### 2003

- Cindy XI, MIT student, funded by NU Alumnae Board of Gifts & Grants  
—worked in brain bank lab on laser capture microdissection of ubiquitinated inclusions in FTLD-U

#### 2004

- Alice Lin, funded by American Cancer Society  
—worked on project evaluating the correlation of "old" tangles with clinical phenotype in cases having the pathology of AD and the clinical diagnosis of primary progressive aphasia or probable AD

#### 2006

- Kristin Greco, Northwestern medical student, funded by Buehler Center on Aging -  
—worked in my lab on the project "Characterization of the ubiquitinated inclusions in FTLD-MND-type"

#### 2008

- Smita Sarkar, undergraduate student from ITT, worked on DNA extraction

- Sarah Torpy, undergraduate student from DePaul University, worked on organizing brain bank inventory including plasma database

#### 2009

- Tim Scarella, NU medical student funded by Northwestern Feinberg SOM --worked on investigating the status of metallothioneins in FTLD-TDP brains, comparing relative expression metallothionein genes in these brains to controls
- James Stinson, U of Michigan student, learned to perform immunohistochemistry and assisted with a project on Alzheimer pathology in PPA patients

#### Volunteer students

- 2004--Chandana Jasti, former IMSA student rotator in our lab, worked with Alice Lin on the above project
- 2005 & 2006--Aaron Farberg, Emory College student, worked on the project "Characterization of the ubiquitinated inclusions in FTLD-MND-type"
- 2006--Mehmet Fisek, Brandeis student, extracted DNA for the ADC Neuropathology Core
- 2006, fall--Haihong Mao worked on DNA extraction
- 2009--Ritika Singh, Northwestern undergrad student--worked on DNA extraction
- 2010--Zeynep Karabacak, medical student from Turkey, performed immunohistochemistry
- 2012
  - Ruiting Xia, college student, performing DNA extraction and immunohistochemistry
  - Erdem Altunel, medical student from Turkey, performed DNA extraction

#### **Research Grants/Contracts**

- P30 AG13854 Mesulam (PI) 7/1/11-6/30/16 \$4,368,046  
NIH/NIA  
Northwestern University ADC grant 7/1/12-6/30/13 \$232,172  
Role: PI of Neuropathology Core 2.35 CM
- R01 NS085770-01A1 Geula (PI) 7/1/14-6/30/19 \$250,000  
NIH/NINDS  
Role: Provide well-characterized tissue from cases of FTLD-TDP 0.6 CM  
Concordance of TDP-43 Inclusions with Cortical Atrophy and Clinical Phenotype

#### **Completed Grants**

- Howard Hughes Award Bigio (PI) 5/1/04-12/15/05 \$5,000  
Microarray analysis support
- NACC grant 2005-06 Weintraub (PI) \$300,000 total, \$147,000 NU  
National Alzheimer Coordinating Center 9/1/05-12/31/06  
Phenotypes of FTD Are Determined by Neuropathologic and Biochemical Variables  
Role: Responsible for neuropathologic evaluation at Northwestern and coordination among the neuropathologists at Rush, UT Southwestern, and Washington University in this 4-site collaborative study.

- NIH R01 NS42372-01A1 Mintzer (NU PI) 9/1/02 - 6/30/07 \$769,130  
Multicenter Randomized Controlled Trial of Early Surgical Intervention for Mesial Temporal Lobe Epilepsy  
Role: Co-investigator, responsible for the neuropathology of surgical specimens and for ensuring that the proper samples (tissue and unstained slides) are prepared and sent to UCLA.
- AFTD Research Grant Bigio (PI) 10/1/05-3/31/07 \$35,000  
Characterization of Protein Inclusions in FTLD-MND-type  
Role: PI of collaborative study, the goal of which was to identify the major protein component of the insoluble protein deposits in FTLD-MND and FTLD-MND-type
- U01 AG016976 Montine (PI) 7/1/12-6/30/13  
NIH/NACC (Site PI: Bigio EH)  
Subaward with University of Washington \$19,367  
Optimization of Neuropathologic Assessment of Alzheimer's Disease

### Projects

- Genetics of Frontotemporal Degeneration  
Collaboration between ADCs at Northwestern, Washington University, UT Southwestern, and Rush University with Kirk Wilhelmsen on genome-wide screen of frontotemporal degeneration
- Characterization of progranulin mutations in FTLD-U  
Collaboration between ADCs at Northwestern, Washington University, UT Southwestern, and Rush University with Mike Hutton at Mayo Jacksonville to characterize FTLD-U cases with progranulin mutations
- Characterization of FTLD-U using TDP43 Immunohistochemistry  
Collaboration between ADCs at Northwestern, Washington University, UT Southwestern, and Rush University with John Trojanowski & Virginia Lee at U Penn to characterize sub-types of FTLD-U and ALS using TDP43 immunohistochemistry
- Investigation of Genetic Mutations in Neurodegenerative Disease  
Collaboration with Mayo Jacksonville (Mike Hutton/Rosa Rademakers) and University of Pennsylvania (John Trojanowski) to analyze DNA for mutations in several potentially inherited neurodegenerative disorders

### Refereed Journal Articles

1. **Bigio EH, Haque AK.** Disseminated cytomegalovirus infection presenting as acute Cholecystitis and Pancreatitis. *Archives of Pathology and Laboratory Medicine* 113:1287-1289, 1989.
2. Schnadig VJ, **Bigio EH**, Gourley WK, Stewart GD, Newton GA, Shabot JM. Cytopathologic identification of Campylobacter pylori in gastric brushings. *Diagnostic Cytopathology*, 6:227-234, 1990.
3. Sparkman DR, **Bigio EH**, White CL III. Neuropathologic examination of rabbit brain after long-term immunization with Alzheimer paired helical filaments. *Alzheimer Disease Association Discord* 5:194-196, 1991.

4. Bonte FJ, Tintner R, Weiner MF, **Bigio EH**, White CL III. Brain blood flow in the dementias: SPECT with histopathologic correlation. *Radiology* 186:361-365, 1993.
5. Pardue S, White CL III, **Bigio EH**, Morrison-Bogorad M. Anomalous binding of radiolabeled oligonucleotide probes to plaques and tangles in Alzheimer disease hippocampus. *Mol Chem Neuropathol* 22:1-24, 1994.
6. Bonte FJ, White CL III, **Bigio EH**, Weiner MF. Brain blood flow in the dementias: SPECT with histopathologic correlation in 54 patients. *Radiology* 202:793-797, 1997.
7. **Bigio EH**, Weiner MF, Bonte FJ, White CL III. Familial dementia due to adult polyglucosan body disease. *Clinical Neuropathology* 16:227-234, 1997.
8. Rushing EJ, Barnard JJ, **Bigio EH**, White CL III. The frequency of mesial temporal sclerosis in primary and secondary seizure disorders: a forensic autopsy study. *The American Journal of Forensic Medicine and Pathology* 18:335-341, 1997.
9. **Bigio EH**, Fontaine CS, Dababo MA, Prahlow JA, Chason DP, Weiner MF, White CL III. Dementia associated with cortical dysplasia. *Acta Neuropathologica* 95:193-198, 1998.
10. Rushing EJ, White JA, D'Alise MD, Coimbra C, White CL III, **Bigio EH**. Primary hemangioendothelioma of the clivus: case report. *Clinical Neuropathology* 17:110-114, 1998.
11. Brown DF, Dababo MA, **Bigio EH**, Risser RC, Eagan KP, Hladik CL, White CL III. Neuropathologic evidence that the Lewy body variant of Alzheimer disease represents coexistence of Alzheimer disease and idiopathic Parkinson disease. *Journal of Neuropathology and Experimental Neurology* 57:39-46, 1998.
12. Brown DF, Risser RC, **Bigio EH**, Tripp P, Stiegler A, Welch E, Eagan KP, Hladik CL, White CL III. Neocortical synapse density and Braak stage in the Lewy body variant of Alzheimer disease: A comparison with classic Alzheimer disease and normal aging. *Journal of Neuropathology and Experimental Neurology* 57:955-960, 1998.
13. Barnea A, Aguila-Mansilla N, **Bigio EH**, Worby C, Roberts, J. Evidence for regulated expression of neuropeptide Y gene by rat and human cultured astrocytes. *Regulatory Peptides* 75-76:293-300, 1998.
14. Amato AA, Kagan-Hallet K, Jackson CE, Lampkin S, Wolfe GI, Ferrante M, **Bigio EH**, Barohn RJ. The wide spectrum of myofibrillar myopathy suggests a multifactorial etiology and pathogenesis. *Neurology* 51:1646-1655, 1998.
15. **Bigio EH**, Colvin SM, Mickey BE, White CL III, Rushing, EJ. Radiation change versus recurrent astrocytoma: Diagnostic utility of the proliferation index? *Journal of Neuro-Oncology* 41:55-63, 1999.
16. **Bigio EH**, Brown DF, White CL III. Progressive supranuclear palsy presenting with dementia: cortical pathology. *Journal of Neuropathology and Experimental Neurology* 58:359-364, 1999.
17. Baker M, Litvan I, Houlden H, Adamson J, Dickson D, Hardy J, Lynch T, **Bigio E**, Hutton M. Association of an extended haplotype in the *tau* gene with progressive supranuclear palsy. *Human Molecular Genetics* 8:711-715, 1999.

18. Honig LS, Chambliss DD, **Bigio EH**, Carroll SL, Elliott JL. Glutamate transporter EAAT2 splice variants occur not only in ALS, but also in AD and controls. *Neurology* 55:1082-1088, 2000.
19. Diaz-Arrastia R, Agostini MA, Frol AB, Mickey B, Fleckenstein J, **Bigio E**, Van Ness PC. Neurophysiologic and neuroradiologic features of intractable epilepsy after traumatic brain injury in adults. *Archives of Neurology* 57:1611-1616, 2000.
20. **Bigio EH**, Lipton AM, Yen SH, Hutton ML, Baker M, Nacharaju P, White CL III, Davies P, Lin W, Dickson DW. Frontal lobe dementia with novel tauopathy: sporadic multiple system tauopathy with dementia. *Journal of Neuropathology and Experimental Neurology* 60:328-341, 2001.
21. **Bigio EH**, Vono MB, Satumtira S, Adamson J, Sontag E, Hynan LS, White CL III, Baker M, Hutton M. Cortical synapse loss in progressive supranuclear palsy. *Journal of Neuropathology and Experimental Neurology* 60:403-410, 2001.
22. Houlden H, Baker M, Morris H, MacDonald N, Pickering-Brown S, Adamson J, Lees A, Rossor M, Khan N, Hardy J, Lantos P, Munoz D, Mann D, Lang A, Bergeron C, **Bigio E**, Litvan I, Bhatia K, Dickson D, Wood N, Hutton M. Corticobasal degeneration shares the same tau haplotype association as progressive supranuclear palsy. *Neurology* 56:1702-1706, 2001.
23. Bonte FJ, Weiner MF, **Bigio EH**, White CL 3<sup>rd</sup>. SPECT imaging in dementias. *Journal of Nuclear Medicine* 42:1131-1133, 2001.
24. Lipton AM, Cullum CM, Satumtira S, Sontag E, Hynan LS, White CL III, **Bigio EH**. Contribution of asymmetric synapse loss to lateralizing clinical deficits in frontotemporal dementias. *Archives of Neurology* 58:1233-1239, 2001.
25. **Bigio EH**, Hynan LS, Sontag E, Satumtira S, White III CL. Synapse loss is greater in presenile than senile onset Alzheimer disease: Implications for the Cognitive Reserve Hypothesis. *Neuropathology and Applied Neurobiology* 28:218-227, 2002.
26. Oeberst JL, Barnard JJ, **Bigio EH**, Prahlow JA. Neurocysticercosis. *American Journal of Forensic Medicine and Pathology* 23:31-35, 2002.
27. Morris HR, Baker M, Houlden H, Khan MN, Wood NW, Hardy J, Grossman M, Trojanowski J, Revesz T, **Bigio E**, Bergeron C, Janssen JC, Rossor MN, Lees AJ, Lantos PL, Hutton M. Analysis of tau haplotypes in Pick's disease. *Neurology* 59:443-445, 2002.
28. **Bigio EH**, Reisch JS, White CL III, Satumtira S, Bonte FJ. Synapse loss may be a minor contributor to decreased regional cerebral blood flow in Alzheimer disease. *Dementia and Geriatric Cognitive Disorders* 15:72-78, 2003.
29. **Bigio EH**, Lipton AM, White CL III, Dickson DW, Hirano A. Frontotemporal and motor neurone degeneration with neurofilament inclusion bodies: additional evidence for overlap between FTD and ALS. *Neuropathology and Applied Neurobiology* 29:239-253, 2003.
30. Strong MJ, Lomen-Hoerth C, Caselli RJ, **Bigio EH**, Yang W. Cognitive impairment, frontotemporal dementia, and the motor neuron diseases. *Annals of Neurology* 54(suppl 5):S20-S23, 2003.
31. Hogg M, Grujic ZM, Baker M, Demirci S, Guillozet AL, Sweet AP, Herzog LL, Weintraub S, Mesulam M-M, LaPointe NE, Gamblin TC, Berry RW, Binder LI, de Silva R, Lees A, Espinoza M, Davies P, Grover A, Sahara N, Ishizawa T, Dickson

- D, Yen S-H, Hutton M, **Bigio EH**. The L266V *tau* mutation is associated with frontal lobe dementia and Pick-like 3R and 4R tauopathy. *Acta Neuropathologica* 106:323-336, 2003.
32. Weiner MF, Hynan LS, Parikh B, Zaki N, White III CL, **Bigio EH**, Lipton AM, Martin-Cook K, Svetlik DA, Cullum CM, Vobach S, Rosenberg RN. Can Alzheimer's Disease and dementias with Lewy bodies be distinguished clinically? *J Geriatr Psychiatry Neurol*. 16:245-250, 2003.
  33. Cairns NJ, Zhukareva V, Uryu K, Zhang B, **Bigio E**, Mackenzie IRA, Gearing M, Duyckaerts C, Yokoo H, Nakazato Y, Jaros E, Perry RH, Lee VM-Y, Trojanowski JQ.  $\alpha$ -Internexin is present in the pathological inclusions of neuronal intermediate filament inclusion disease. *Am J Pathol* 164:2153-2161, 2004.
  34. Lipton AM, Benavides R, Hynan LS, Bonte FJ, Harris TS, White CL III, **Bigio EH**. Lateralization on neuroimaging does not differentiate frontotemporal lobar degeneration from Alzheimer's disease. *Dementia and Geriatric Cognitive Disorders* 17:324-327, 2004.
  35. Hatanpaa KJ, Blass DM, Pletnikova O, Crain BJ, **Bigio EH**, White CL III, Troncoso JC. Most cases of hippocampal sclerosis dementia may represent frontotemporal dementia. *Neurology* 63:538-542, 2004.
  36. Cairns NJ, Uryu K, **Bigio EH**, Mackenzie IRA, Gearing M, Duyckaerts C, Yokoo H, Nakazato Y, Jaros E, Perry RH, Arnold ST, Lee VM-Y, Trojanowski JQ.  $\alpha$ -internexin aggregates are abundant in neuronal intermediate filament inclusion disease but rare in other neurodegenerative diseases. *Acta Neuropathologica* 108:213-223, 2004.
  37. **Bigio EH**, Johnson NA, Rademaker AW, Fung BB, Mesulam M-M, Siddique N, Dellefave L, Freeman S, Siddique T. Neuronal ubiquitinated intranuclear inclusions in familial and non-familial frontotemporal dementia of the motor neuron disease type associated with amyotrophic lateral sclerosis. *J Neuropathol Exp Neurol* 63:801-811, 2004.
  38. Berry RW, Sweet AP, Clark FA, Lagalwar S, Lapin BR, Wang T, Topgi S, Cochran EJ, **Bigio EH**, Binder LI. Tau epitope display in progressive supranuclear palsy and corticobasal degeneration. *Journal of Neurocytology* 33:287-295, 2004.
  39. Lipton AM, White III CL, **Bigio EH**. FTD-MND Predominates in 76 cases of frontotemporal degeneration. *Acta Neuropathologica* 2004;108:379-385.
  40. Cairns NJ, Grossman M, Arnold SE, Burn DJ, Jaros E, Perry RH, Duyckaerts C, Stankoff B, Pillon B, Skullerud K, Cruz-Sanchez FF, **Bigio EH**, Mackenzie IRA, Gearing M, Juncos JL, Glass JD, Yokoo H, Nakazato Y, Mosaheb S, Thorpe JR, Uryu K, Lee VM-Y, Trojanowski JQ. Clinical and neuropathologic variation in neuronal intermediate filament inclusion disease (NIFID). *Neurology* 63:1376-1384, 2005.
  41. Lacor PN, Buniel MC, Chang L, Gong Y, Viola KL, Lambert MP, Velasco PT, **Bigio EH**, Finch CE, Krafft KA, Klein WL. Synaptic targeting by Alzheimer's related A $\beta$  oligomers (ADDLs). *Journal of Neuroscience* 24:10191-10200;2004.
  42. Guillozet-Bongaarts AL, Garcia-Sierra F, Reynolds MR, Horowitz PM, Fu Y, Wang T, Cahill ME, **Bigio EH**, Berry RW, Binder LI. Tau truncation during

- neurofibrillary tangle evolution in Alzheimer's disease. *Neurobiology of Aging* 26:1015-1022, 2005.
43. Mosaheb S, Thorpe JR, Hashemzadeh-Bonehi L, **Bigio EH**, Gearing M, Jaros E, Perry RH, Cairns NJ. Neuronal intranuclear inclusions are ultrastructurally and immunologically distinct from cytoplasmic inclusions of neuronal intermediate filament inclusion disease (NIFID). *Acta Neuropathologica* 110:360-368;2005.
  44. Cairns NJ, **Bigio EH**, Mackenzie IRA. Letter to the Editor (see Strong MJ et al. The Pathobiology of ALS: a proteinopathy? *J Neuropathol Exp Neurol* 64:649-664;2005). *J Neuropathol Exp Neurol* 65:97-98;2006.
  45. de Silva R, Lashley T, Strand K, Shiarli A-M, Shi J, Bailey KL, **Bigio EH**, Arima K, Iseki E, Murayama S, Kretschmar H, Neumann M, Lippa C, Halliday G, MacKenzie J, Ravid R, Dickson D, Wszolek Z, Iwatsubo T, Pickering-Brown SM, Holton J, Lees A, Davies P, Revesz T, Mann DMA. An immunohistochemical study of sporadic and inherited Frontotemporal lobar degeneration using 3R- and 4R-specific monoclonal tau antibodies. *Acta Neuropathologica* 111:329-340;2006.
  46. Momeni P, Cairns NJ, Perry RH, **Bigio E**, Gearing M, Singleton AB, Hardy J. Mutation analysis of patients with neuronal intermediate filament inclusion disease (NIFID). *Neurobiology of Aging* 27:778.e1-778.e6;2006.
  47. Deng H-X, Shi Y, Furukawa Y, Zhai H, Fu R, Liu E, Gorrie G, Khan MS, Hung W-Y, **Bigio EH**, Lukas T, Dal Canto MC, O'Halloran TV, Siddique T. Conversion of SOD1 to insoluble dimers and multimers through inter-molecular disulfide bonds in mitochondria is associated with ALS in transgenic mice. *PNAS* 103:7142-7147;2006.
  48. Shiarli A-M, Jennings R, Shi J, Bailey K, Davidson Y, Tian J, **Bigio EH**, Ghetti B, Arima K, Iseki E, Murayama S, Kretschmar H, Lippa C, Halliday G, MacKenzie J, Khan N, Ravid R, Dennis Dickson D, Wszolek Z, Iwatsubo T, Pickering-Brown SM, Mann DMA. Comparison of extent of tau pathology in patients with frontotemporal dementia with parkinsonism linked to chromosome 17 (FTDP-17), frontotemporal degeneration with Pick bodies and early-onset Alzheimer's disease. *Neuropathol Appl Neurobiol* 32:374-387;2006.
  49. Bonte FJ, Harris TS, Hynan LS, **Bigio EH**, White CL III. Tc-99m HMPAO SPECT in the differential diagnosis of the dementias with histopathological confirmation. *Clinical Nuclear Medicine* 31:376-378;2006.
  50. Das S, Pollack A, **Biggio EH (sic)**, Diaz L, Raizer J, Batjer HH, Chandler JC. Oligodendroglioma of the pineal region: a case report. *J Neurosurgery* 105:461-464;2006.
  51. Gass J, Cannon A, Mackenzie IR, Boeve B, Baker M, Adamson J, Crook R, Melquist S, Kuntz K, Petersen R, Josephs K, Graff-Radford N, Dickson D, Wsolek Z, Gonzales J, Beach T, **Bigio E**, Mesulam M, White C, Feldman H, Knopman D, Hutton M, Rademakers R. Mutations in *progranulin* are a major cause of ubiquitin-positive frontotemporal lobar degeneration. *Hum Mol Gen* 15:2988-3001;2006.
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9. **Bigio EH**. TAR DNA-Binding Protein-43 in Amyotrophic Lateral Sclerosis, Frontotemporal Lobar Degeneration, and Alzheimer Disease. [*Invited Editorial*] Acta Neuropathol 116:135-140;2008. **PMC2893410**
10. Deng HX, **Bigio EH**, Siddique T. [*book chapter*] Detection of protein aggregation in Neurodegenerative diseases. Methods Mol Biol 793:259-272;2011.

11. **Bigio EH.** C9ORF72, the new gene on the block, causes C9FTD/ALS: new insights provided by neuropathology. [*Invited Editorial*] *Acta Neuropathol* DOI 10.1007/s00401-011-0919-7;2011. **NIHMS346850**
12. **Bigio EH.** Motor neuron disease: The C9orf72 hexanucleotide repeat expansion in FTD and ALS. [*Invited News and Views Commentary*] *Nature Reviews Neurology* 8:249-250;2012. **NIHMS380003**
13. **Bigio EH.** Making the diagnosis of frontotemporal lobar degeneration. [*Invited Review*] *Arch Pathol Lab Med* 137:314-325;2013. **NIHMS454055**

#### **Abstracts since 2008**

1. Mishra M, **Bigio EH.** Expression analysis of progranulin and TDP-43 immunoreactivity. *J Neuropathol Exp Neurol* 67:513;2008.
2. Dubner S, **Bigio EH,** Crawford SE, Rorke LB, Ernst L, Matkowskyj K, Hevner RF. Premature Gyral Formation and Polymicrogyria. *J Neuropathol Exp Neurol* 68;2009.
3. Dubner S, **Bigio E,** Mishra M, Gasho K, Stinson J. TDP-43 pathology in AD: limbic vs. diffuse, and the association with HS. *J Neuropathol Exp Neurol* 69:2010.
4. Mishra M, Scarella T, **Bigio E.** Expression analysis of metallothionein Ie and IIa in FTLTDP with ALS, FTLTDP, and Alzheimer Disease. *J Neuropathol Exp Neurol* 69:2010.
5. Montalvo-Ortiz J, Gasho K, Mishra M, Weintraub S, **Bigio EH,** Mesulam M-M, Geula C. No FUS Inclusions in primary progressive aphasia with Alzheimer's Disease pathology. *Soc. Neurosci. Abst., Session # 747.7, 2010.*
6. Lee K-H, Mao Q, Gitelman D, Mishra M, Gasho K, Foong C, White C, Burns D, Hatanpaa K, Akman H, DiMauro S, **Bigio E.** FTLTDP pathology in adult polyglucosan body disease. *J Neuropathol Exp Neurol* 70:548-549;2011.
7. Lee K-H, Mao Q, Siddique N, Kinsley L, Mishra M, Gasho K, Siddique T, **Bigio E.** Comparative study: Tauopathy and TDP-43 proteinopathy in amyotrophic lateral sclerosis and chronic traumatic encephalopathy. *J Neuropathol Exp Neurol* 70:531;2011.
8. Mao Q, Chai L, Wang S, Zheng X, **Bigio E,** Xia H. FAM76B, a novel PGRN interacting protein screened by yeast two-hybrid system. *J Neuropathol Exp Neurol* 70:517;2011.
9. Lee K-H, Mao Q, Ganti RA, **Bigio EH.** Reclassification of "not classifiable" cases with AD pathology according to NIA-AA guidelines for ADNC. *J Neuropathol Exp Neurol* 71:564-565;2012.
10. Mao Q, Lee K-H, Chandler J, **Bigio E.** Neuroendocrine carcinoma of the pineal parenchyma: the first reported case. *J Neuropathol Exp Neurol* 71:597-598;2012.
11. **Bigio E,** Wu J, Deng H-X, Bit-Ivan E, Mao Q, Ranti R, Peterson M, Fecto F, Siddique N, Geula C, Siddique T, Mesulam M. Amyloid properties of inclusions in ALS and FTLTDP but not FTLTDP-FUS. *J Neuropathol Exp Neurol* 72:544;2013.

12. Bit-Ivan E, Weintraub S, Hyman B, Arnold S, McCarty-Wood E, Shim H, Suh E, Van Deerlin V, Schneider J, Trojanowski J, Frosch M, Baker M, Rademakers R, Mesulam M-M, **Bigio E**. A novel GRN mutation: Clinicopathologic report of four cases. *J Neuropathol Exp Neurol* 72:552;2013.
13. Bit-Ivan E, Deng H-X, Mao Q, Siddique N, Siddique T, **Bigio E**. Clinical and pathologic analysis of X-linked ALS with UBQLN2 mutation. *J Neuropathol Exp Neurol* 72:557;2013.
14. Bit-Ivan E, Chandler J, Raizer J, **Bigio E**, Mao Q. Skeletal metastases from a high grade glioma: a case report. *J Neuropathol Exp Neurol* 72:561;2013.
15. Gefen T, Papastefan S, Peterson M, Kim G, Rogalski E, Weintraub S, **Bigio E**, Mesulam M, Geula C. Histopathologic substrates of cingulate integrity in cognitive superaging: a stereological study. *Neurobiol Aging* 35:718,2014
16. Gefen T, Meterson M, Kim G, Weintraub S, **Bigio EH**, Rogalski E, Mesulam M, Geula C. Quantitative Examination of Alzheimer Pathology in the Cingulate Cortex of Cognitive SuperAgers. *J Int Neuropsych Soc* 20 (Suppl 1), 250.
17. Kim G, Gefen T, Peterson M, Martersteck A, Weintraub S, Rogalski E, **Bigio EH**, Mesulam M, Geula C. Concordance between in vivo Structural Imaging and Postmortem Histopathology in Primary Progressive Aphasia with Alzheimer Pathology: A Case Report. *J Int Neuropsych Soc* 20 (Suppl 1), 66-67.

#### **Presentations since 2010**

1. **Bigio EH**: TDP-43 Pathology in Primary Progressive Aphasia and Frontotemporal Dementia with Pathologic Alzheimer Disease. Presented at Northwestern CNADC Seminar series, March 11, 2010.
2. Dubner S, **Bigio E**, Mishra M, Gasho K, Stinson J. TDP-43 pathology in AD: limbic vs. diffuse, and the association with HS. Presented at AANP annual meeting, Philadelphia PA, June 2010.
3. Mishra M, Scarella T, **Bigio E**. Expression analysis of metallothionein Ie and IIa in FTLTDP with ALS, FTLTDP, and Alzheimer Disease. Presented at AANP annual meeting, Philadelphia PA, June 2010.
4. **Bigio EH**: "Neuropathologic Findings in 108 PPA and bvFTD Cases." Presented at Northwestern CNADC Seminar series, January 20, 2011.
5. Lee K-H, Mao Q, Gitelman D, Mishra M, Gasho K, Foong C, White C, Burns D, Hatanpaa K, Akman H, DiMauro S, **Bigio E**. FTLTDP pathology in adult polyglucosan body disease. Presented at AANP annual meeting, Seattle, WA, June 2011.
6. Lee K-H, Mao Q, Siddique N, Kinsley L, Mishra M, Gasho K, Siddique T, **Bigio E**. Comparative study: Tauopathy and TDP-43 proteinopathy in amyotrophic lateral sclerosis and chronic traumatic encephalopathy. Presented at AANP annual meeting, Seattle, WA, June 2011.
7. Mao Q, Chai L, Wang S, Zheng X, **Bigio E**, Xia H. FAM76B, a novel PGRN interacting protein screened by yeast two-hybrid system. Presented at AANP annual meeting, Seattle, WA, June 2011.
8. **Bigio EH**: "TDP-43 Variants of FTLTDP." Presented at Northwestern CNADC Seminar series, November 3, 2011.

9. Lee K-H, Mao Q, Ganti RA, **Bigio EH**. Reclassification of "not classifiable" cases with AD pathology according to NIA-AA guidelines for ADNC. Presented at Northwestern AD day, Chicago, IL, May 2012
10. Lee K-H, Mao Q, Ganti RA, **Bigio EH**. Reclassification of "not classifiable" cases with AD pathology according to NIA-AA guidelines for ADNC. Presented at AANP annual meeting, Chicago, IL, June 2012.
11. Mao Q, Lee, K-H, Chandler J, **Bigio E**. Neuroendocrine carcinoma of the pineal parenchyma: the first reported case. Presented at AANP annual meeting, Chicago, IL, June 2012.
12. Bit-Ivan EN, Weintraub S, Human BT, Arnold SE, McCarty-Wood E, Shim H, Suh E, Van Deerlin VM, Schneider JA, Trojanowski JQ, Frosch MP, Baker M, Rademakers R, Mesulam M, **Bigio EH**. A novel GRN mutation: clinicopathologic report of four cases. Presented at Lewis Landsberg Research Day, April 2013.
13. **Bigio EH**, Wu JY, Deng H-X, Bit-Ivan E, Mao Q, Ganti RA, Peterson M, Fecto F, Siddique N, Geula C, Siddique T, Mesulam M. Amyloid properties of inclusions in ALS and FTLD-TDP but not FTLD-FUS. Presented at Northwestern AD day, Chicago, IL, May 2013.
14. Bit-Ivan EN, Deng H-X, Mao Q, Siddique T, **Bigio EH**. Clinical and pathologic analysis of X-linked ALS and UBQLN2 mutation. Presented at Northwestern AD day, Chicago, IL, May 2013.
15. Bit-Ivan EN, Weintraub S, Human BT, Arnold SE, McCarty-Wood E, Shim H, Suh E, Van Deerlin VM, Schneider JA, Trojanowski JQ, Frosch MP, Baker M, Rademakers R, Mesulam M, **Bigio EH**. A novel GRN mutation: clinicopathologic report of four cases. Presented at Northwestern AD day, Chicago, IL, May 2013.
16. Bit-Ivan EN, Deng H-X, Mao Q, Siddique T, **Bigio EH**. Clinical and pathologic analysis of X-linked ALS and UBQLN2 mutation. Presented at AANP annual meeting, Charleston, SC, June 2013.
17. Bit-Ivan EN, Weintraub S, Human BT, Arnold SE, McCarty-Wood E, Shim H, Suh E, Van Deerlin VM, Schneider JA, Trojanowski JQ, Frosch MP, Baker M, Rademakers R, Mesulam M, **Bigio EH**. A novel GRN mutation: clinicopathologic report of four cases. Presented at AANP annual meeting, Charleston, SC, June 2013.
18. Bit-Ivan EN, Chandler JP, Raizer JJ, **Bigio EH**, Mao Q. Skeletal metastases from a high grade glioma—A case report. Presented at AANP annual meeting, Charleston, SC, June 2013.
19. **Bigio EH**. Amyloid properties of inclusions in ALS & FTLD-TDP but not FTLD-FUS. Presented at AANP annual meeting, Charleston, SC, June 2013.
20. **Bigio EH**. Neuropathology of Frontotemporal Lobar Degeneration. Presented at the Northwestern CNADC Seminar series, September 12, 2013.
21. Pasternak O, Lester M, **Bigio E**, Kumthekar P. Metastatic meningioma. Presented at the Chicago Radiological Society meeting, February 20, 2014.

**Invited Speaker**

1. Bigio EH: "Molecular and genetic advances in FTLN, 1987-2007." University of Minnesota Pathology Grand Rounds, January 16, 2008.
2. Bigio EH: "Molecular and genetic advances in FTLN, 1987-2007." Minneapolis Veterans Administration Hospital, Department of Psychiatry, January 17, 2008.
3. Bigio EH: "TDP-43 Variants of FTLN." Presented at 7<sup>th</sup> International Conference on Frontotemporal Lobar Degeneration, Indianapolis IN, October 6, 2010.
4. Bigio EH: "Neuropathologic Findings in 108 PPA and bvFTD Cases." Mayo Clinic Neurology Grand Rounds, October 18, 2010.
5. Bigio EH: "TDP-43 Variants of FTLN." Presented at Wisconsin ADRC Seminar series, October 14, 2011.
6. Bigio EH: "Mechanisms of Disease in FTLN: TDP-43 Gain of Function." Presented at the 8<sup>th</sup> International Conference on Frontotemporal Dementias, Manchester UK, September 5, 2012.
7. Bigio EH: "ALS/FTD: Correlations with Pathology." Presented at the 23<sup>rd</sup> International Symposium on ALS/MND, Chicago IL, December 5, 2012.
8. Bigio EH: "Neuropathology—what this is telling us about the basis of disease" in the Intersection between FTD and ALS. Third International Research Workshop on Cognition in ALS, London Ontario. June 3, 2013.
9. Bigio EH: "Neuropathology of FTLN." Special Course of the annual meeting of the American Association of Neuropathologists, Charleston, SC. June 20, 2013.

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### Present Position

7/2010-Present     Assistant Professor, Department of Pathology, Northwestern University Feinberg School of Medicine, Chicago, IL

### Education

7/2007 – 6/2009     Clinical Fellow in Neuropathology, University of Texas Southwestern Medical School, Dallas, TX  
7/2005 – 6/2007     Resident in Anatomic Pathology, University of Texas Southwestern Medical School, Dallas, TX  
9/1994 – 7/1997     PhD, Fourth Military Medical University, China  
9/1989 – 7/1992     MS, Fourth Military Medical University, China  
9/1983 – 7/1989     MD, Fourth Military Medical University, China

### Licensure

Licensed physician: Texas (#N3863)  
Licensed physician: Illinois (036125842)

### Board Certification

10/2009     Diplomate, the American Board of Pathology: Anatomic Pathology and Neuropathology

### Citizenship

United States of America

### Employment History

9/1992 – 7/1994     Assistant Teacher, Fourth Military Medical University, China  
9/1997 – 7/1998     Lecturer, Fourth Military Medical University, China  
8/1998 – 3/2001     Postdoctoral Fellow, Center of Gene Therapy (Chief: Beverly L Davidson, Ph.D.), University of Iowa Carver College of Medicine, Iowa City, IA  
3/2001 – 6/2005     Unit Chief, Research Investigator, Center of Gene Therapy (Chief: Beverly L Davidson, Ph.D.), University of Iowa Carver College of Medicine, Iowa City, IA  
7/2009 – 6/2010     Assistant Instructor, Division of Surgical Pathology, Department of Pathology, University of Texas Southwestern Medical School, Dallas, TX

### Academic Awards and Honors

4/2008	Travel Award, the 84th Annual Meeting of AANP
4/2008	A. D. Sobel - ASIP Education Fund Scholar for outstanding research in experimental pathology
5/2004	Presidential symposium top one abstract, The American Society of Gene Therapy's 7 <sup>th</sup> Annual Meeting
9/1998	Best Teacher Award
9/1997	Best Teacher Award
9/1994	Best Teacher Award
9/1993	Best Teacher Award
9/1988	Excellent Student Award
9/1987	Excellent Student Award
9/1986	Excellent Student Award
9/1985	Excellent Student Award
7/1985	Excellent Student Summer Scholarship
9/1984	Excellent Student Award

### Funding

1998	Iowa Biosciences Initiative, \$30,000
2007 - 2008	Friends of the Alzheimer's Disease Center Research Award, "Establish a cell model of ubiquitin-positive frontotemporal dementia", \$50,000

### Teaching Service

2014	Board review, Neurosurgery Resident Lecture Series, Lecturer
2013	Pituitary histology/pathology, Northwestern University Feinberg School of Medicine. Lecturer
2013	Board review, Neurosurgery Resident Lecture Series, Lecturer
2013	Neuropathology holiday challenge, pathology residency, organizer/sponsor
10/2013	Surgical pathology of brain tumors, SBM courses, Northwestern University Feinberg School of Medicine. Lecturer
3/2013	Surgical pathology of brain tumors, SBM courses, Northwestern University Feinberg School of Medicine. Lecturer
10/2013	Pathologic aspects, brain response to injury, SBM courses, Northwestern University Feinberg School of Medicine, Lecturer
3/2013	Pathologic aspects, brain response to injury, SBM courses, Northwestern University Feinberg School of Medicine, Lecturer
2013	CNS neoplasia, Pathology Resident Lecture Series, Lecturer
2012	Board review, Pathology Resident Lecture Series, Lecturer
2012	Cell injury I, STS courses, Northwestern University Feinberg School of Medicine. Small Group Instructor
2012	Cell injury II, STS courses, Northwestern University Feinberg School of Medicine. Small Group Instructor
2012	Neuropathology holiday challenge, pathology residency, organizer/sponsor
2012	Surgical pathology of brain tumors, SBM courses, Northwestern University Feinberg School of Medicine. Lecturer
2012	Pathologic aspects, brain response to injury, SBM courses, Northwestern University Feinberg School of Medicine, Lecturer
2012	Introduction of neuropathology, Pathology Resident Lecture Series, Lecturer
2011	Neuropathology holiday challenge, pathology residency, organizer/sponsor

2011 Surgical pathology of brain tumors, SBM courses, Northwestern University  
Feinberg School of Medicine. Lecturer  
2011 Pathologic aspects, brain response to injury, SBM courses, Northwestern  
University Feinberg School of Medicine, Lecturer  
2011 CNS neoplasia, Pathology Resident Lecture Series, Lecturer  
2010 Introduction of neuropathology, Pathology Resident Lecture Series,  
Lecturer  
2010 Neuroscience (MS1), Small Group Instructor  
2008 Systemic Pathology (MS2), Small Group Instructor  
1998 Histology and Embryology, Lecturer  
1997 Histology and Embryology, Lecturer  
1994 Histology and Embryology, Small Group Instructor  
1993 Histology and Embryology, Small Group Instructor  
1991 Histology and Embryology, Small Group Instructor

#### Past Trainees

2013 Esther Bit-Ivan, Neuropathology fellow  
2012 Kyung-Hwa Lee, Neuropathology fellow  
2004 Moira Gerety, MS, Research Assistant  
2003 Adam Ziemann, Research Assistant  
2002 Nicholette Zeliadt, Research Assistant  
2001 Megy Burhans, Erin McElvania, Summer Student

#### Membership in Professional Societies

American Association of Neuropathologists  
American Society for Investigative Pathology  
College of American Pathologists

#### Professional Activities

Editorial/Review Board International Journal of Tumor Therapy  
Annals of Clinical Pathology  
International J Forensic Science & Pathology  
Austin Journal of Clinical Pathology

2013 Ad Hoc reviewer, Neuropathology and Applied Neurobiology  
8/2013 Ad Hoc reviewer, Plos One  
3/2013 Ad Hoc reviewer, Plos One  
2013 NPRICE exam question preparation  
2010 Ad Hoc reviewer, Connective Tissue Research

#### Administrative Activities

2011-present Pathology Operations and Services Committee

#### Patents

(US8524879 B2) RNA interference suppression of neurodegenerative disease and methods of  
use thereof  
(No. 13/920969) RNA interference suppression of neurodegenerative disease and methods of  
use thereof  
(WO 2004/013355) siRNA-mediated gene silencing with viral vectors  
(WO 2006/031267) RNA interference suppression of neurodegenerative diseases and methods

of use thereof

(WO 2002/055684) Synthetic proteins containing a protein transduction domain

#### Invited Presentations

6/2014	AANP
8/2013	New approaches to the treatment of lysosomal storage diseases. 2nd International Conference on Translational Medicine, Chicago, IL
5/2013	Pathology retreat, Northwestern University Feinberg School of Medicine
4/2014	Neuropathology board review, Osler board review courses, 2014
4/2013	Neuropathology board review, Osler board review courses, 2013
1/2010	Department of Pathology, Penn State Hershey Medical Center, Hershey, PA
1/2010	Division of Neuropathology Department of Pathology, Washington University School of Medicine, St. Louis, MO
1/2010	Department of Pathology, Case Western Reserve University School of Medicine, Cleveland, OH
1/2010	Department of Pathology, Northwestern University Feinberg School of Medicine, Chicago, IL
1/2009	Division of Neuropathology Department of Pathology, University of Pittsburgh, Pittsburgh, PA
1/2009	Department of pathology, Wayne State University, Detroit, MI
5/2004	American Society of Gene Therapy, Minneapolis, MA

#### Peer-Reviewed Publications

1. Zhang W, Wang D, Liu S, Zheng X, Ji H, Xia H, **Mao Q**. Multiple copies of a linear donor fragment released in situ from a vector improve the efficiency of zinc-finger nuclease-mediated genome editing. *Gene Ther.* 2014; 21(3):282-8.
2. Lall RR, Lall RR, Smith TR, Lee KH, **Mao Q**, Kalapurakal JA, Marymont MH, Chandler JP. Delayed malignant transformation of petroclival meningioma to chondrosarcoma after stereotactic radiosurgery. *J Clin neurosci.* 2013
3. Chen H, Zheng X, Di B, Wang D, Zhang Y, Xia H, **Mao Q**. Aptamer modification improves the adenoviral transduction of malignant glioma cells. *J Biotechnol.* 2013; 168(4):362-6.
4. Wang D, Li W, Zhang H, **Mao Q**, Xia H. A targeting peptide improves adenovirus-mediated transduction of a glioblastoma cell line. *Oncol Rep.* 2014; 31(5):2093-8.
5. Lall RR, Shafizadeh SF, Lee KH, **Mao Q**, Mehta M, Raizer J, et al. Orbital metastasis of pituitary growth hormone secreting carcinoma causing lateral gaze palsy. *Surg Neurol Int.* 2013;4:59. PMID: 3640222.
6. Li X, Xia R, Zhao J, Wang D, **Mao Q**, Xia H. A one-step ligation system for rapid generation of armed, conditionally-replicating adenoviruses. *Biotechnol Lett.* 2013.
7. Bigio EH, Wu JY, Deng HX, Bit-Ivan EN, **Mao Q**, Ganti R, et al. Inclusions in frontotemporal lobar degeneration with TDP-43 proteinopathy (FTLD-TDP) and amyotrophic lateral sclerosis (ALS), but not FTLD with FUS proteinopathy (FTLD-FUS), have properties of amyloid. *Acta Neuropathol.* 2013;125(3):463-5. PMID: 3593646.
8. Zhang W, Zheng X, Wang Y, **Mao Q**, Xia H. Establishment of a cell line carrying single copy of an exogenous mutant reporter gene for assaying the biological activity of ZFNs. *J Biotechnol.* 2012;162(2-3):191-6.
9. Zhang W, Guo Y, Zhang C, Ji H, Meng W, Wang D, et al. Rescue the failed half-ZFN by a sensitive mammalian cell-based luciferase reporter system. *PLoS One.* 2012;7(9):e45169. PMID: 3445457.

10. Li X, **Mao Q**, Wang D, Zhang W, Xia H. A Fiber Chimeric CRAAd Vector Ad5/11-D24 Double-Armed with TRAIL and Arresten for Enhanced Glioblastoma Therapy. *Hum Gene Ther.* 2012;23(6):589-96.
11. Li X, **Mao Q**, Wang D, Xia H. A novel Ad5/11 chimeric oncolytic adenovirus for improved glioma therapy. *Int J Oncol.* 2012;41(6):2159-65.
12. Lee KH, Lall RR, Chandler JP, Bigio EH, **Mao Q**. Pineal chordoid meningioma complicated by repetitive hemorrhage during pregnancy: Case report and literature review. *Neuropathology.* 2012.
13. Di B, **Mao Q**, Zhao J, Li X, Wang D, Xia H. A rapid generation of adenovirus vector with a genetic modification in hexon protein. *J Biotechnol.* 2012;157(3):373-8.
14. Chai L, Liu S, **Mao Q**, Wang D, Li X, Zheng X, et al. A novel conditionally replicating adenoviral vector with dual expression of IL-24 and arresten inserted in E1 and the region between E4 and fiber for improved melanoma therapy. *Cancer Gene Ther.* 2012;19(4):247-54.
15. Bigio EH, Weintraub S, Rademakers R, Baker M, Ahmadian SS, Rademaker A, et al. Frontotemporal lobar degeneration with TDP-43 proteinopathy and chromosome 9p repeat expansion in C9ORF72: clinicopathologic correlation. *Neuropathology.* 2012. PMID: 3449045.
16. Zheng X, **Mao Q**, Wang D, Zhao J, Xia H. A novel system for rapid screening of effective siRNA target sites by one step transfection with a single vector. *J Biotechnol.* 2011;155(2):135-9.
17. Chai LH, **Mao Q**, Wang D, Li H, Xia H (2011). Production of Domain-Specific Monoclonal Antibodies against Human PGRN. *Hybridoma* 30(3):271-8.
18. Wang D, Liu S, **Mao Q**, Zhao J, Xia H. (2011). A novel vector for a rapid generation of fiber-mutant adenovirus based on one step ligation and quick screening of positive clones. *J. Biotechnol* 152(3):72-6.
19. Spears M, Melton S, **Mao Q** (2010). Ataxia and progressive encephalopathy in a 4-year-old girl. *Lab Medicine* 41(1):5-9.
20. Liu S, **Mao Q**, Zhang W, Zheng X, Bian Y, Wang D, Li H, Chai L, Zhao J, Xia H (2009). Genetically modified adenoviral vector with the protein transduction domain of Tat improves gene transfer to CAR-deficient cells. *Biosci Rep* 29(2):103-109.
21. Eliason SL, Stein CS, **Mao Q**, Teçedor L, Ding S, Gaines DM, Davidson BL (2007). A knock-in reporter model of Batten's disease. *J Neurosci* 27(37): 9826-9834.
22. Passini MA, Dodge JC, Bu J, Yang W, Zhao Q, Sondhi D, Hackett NR, Kaminsky SM, **Mao Q**, Shihabuddin LS, Cheng SH, Sleat DE, Stewart GR, Davidson BL, Lobel P, Crystal RG (2006). Intracranial delivery of CLN2 reduces brain pathology in a mouse model of classical late infantile neuronal ceroid lipofuscinosis. *J Neurosci* 26(5): 1334-1342.
23. Orii KO, Grubb JH, Vogler C, Levy B, Tan Y, Markova K, Davidson BL, **Mao Q**, Orii T, Kondo N, Sly WS (2005). Defining the pathway for Tat-mediated delivery of beta-glucuronidase in cultured cells and MPS VII mice. *Mol Ther* 12(2): 345-352.
24. Harper SQ, Staber PD, He X, Eliason SL, Martins IH, **Mao Q**, Yang L, Kotin RM, Paulson HL, Davidson BL (2005). RNA interference improves motor and neuropathological abnormalities in a Huntington's disease mouse model. *PNAS* 102(16):5820-5825.
25. Sleat DE, Wiseman JA, EL-Banna M, Kim K, **Mao Q**, Price S, Macauley SL, Sidman RL, Shen MM, Zhao Q, Passini MA, Davidson BL, Stewart GR, Lobel P (2004). A mouse model of classical late infantile neuronal ceroid lipofuscinosis based on targeted disruption of the CLN2 gene results in a loss of tripeptidyl peptidase I activity and progressive neurodegeneration. *J Neurosci* 24(41): 9117-26.

26. Xia H, **Mao Q (co-first author)**, Eliason SL, Harper SQ, Martins IH, Orr HT, Paulson HL, Yang L, Kotin RM, Davidson BL (2004). RNAi suppresses polyglutamine-induced neurodegeneration in a model of spinocerebellar ataxia. **Nat Medicine** 10(8): 816-20.
27. **Mao Q**, Xia H, Davidson BL (2003). Intracellular trafficking of CLN3, the protein underlying the childhood neurodegenerative disease, Batten disease. **FEBS Lett** 555(2): 351-7.
28. **Mao Q**, Foster BJ, Xia H, Davidson BL (2003). Membrane topology of CLN3, the protein underlying Batten disease. **FEBS Lett** 541(1-3): 40-6.
29. Kim M, **Mao Q**, Davidson BL, Wiemer DF (2003). Tripeptide probes for tripeptidyl protease I production via gene transfer. **J Med Chem** 46(9): 1603-8.
30. Xia H, **Mao Q (co-first author)**, Henry Paulson, Davidson BL (2002). SiRNA-mediated gene silencing *in vitro* and *in vivo*. **Nat Biotechnology** 20(10): 1006-10.
31. Xia H, **Mao Q (co-first author)**, Davidson BL (2001). The HIV tat protein transduction domain improves the biodistribution of  $\beta$ -glucuronidase expressed from recombinant viral vectors. **Nat Biotechnology** 19(7): 640-644.
32. Xia H, Anderson B, **Mao Q**, Davidson BL (2000). Recombinant human adenovirus: targeting to the human transferrin receptor improves gene transfer to brain microcapillary endothelium. **J Virol** 74(23): 11359-11366.
33. Zhang Li-Fan, Yu Zhi-Bin, Ma Jin, **MAO Qinwen** (2001). Peripheral effector mechanism hypothesis of postflight cardiovascular dysfunction. **Aviat Space Environ Med** 72(6): 567-75.
34. Zhang Li-Fan, Yu Zhi-Bin, Ma Jin, **MAO Qinwen** (2001). Peripheral effector mechanism hypothesis on cardiovascular dysfunction after spaceflight. *Sheng Li Ke Xue Jin Zhan (Progress in physiology)* 32(1):13-7.
35. **Mao Qinwen**, Zhang Li-fan, Zhang Le-ning, Ma Jin (1999). Ultrastructural changes of arterial wall from different body parts of rats during simulated weightlessness. **Space Med & Medical Engineering** 2(4): 249-253.
36. **MAO Qinwen**, Zhang Li-fan and Ma Jin (1999). Changes in lumen diameters of vessels in arteriolar network in rat soleus muscle after simulated weightlessness. **Space Med & Medical Engineering** 12(3): 177-180.
37. **MAO Qinwen**, Zhang Li-fan and Ma Jin (1999). Differentiated remodeling changes of medium-sized arteries from different body parts of tail-suspended rats. **Space Med & Medical Engineering** 12(2): 92-6.
38. **MAO Qinwen**, Zhang Li-fan and Ma Jin (1998). Changes in geometry and alignment of the endothelial cells of arteries from different body parts of tail-suspended rats. **Chin J Aerospace Med** 9(4): 197-200.
39. **MAO Qinwen**, Zhang Li-fan and Ma Jin (1998). Vasoactive substance and nitric oxide synthase expression changes of endothelium in arterioles of hindlimb muscle from tail suspended/recovered rats. **Chinese J Aerospace Med** 9(3): 165-168.
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EXHIBIT 2

Schedule of Compensation

PROPOSER: Northwestern Medical Faculty Foundation d/b/a Northwestern Medical Group – Judy Elleon, Administrator

MEDICAL DISCIPLINE: Neuropathology Consulting Services

1. Professional Services Fees

The County will be billed on a time /material monthly basis, and invoices will reflect the total number of hours worked per occurrence. The hourly rate shall be fully loaded. This includes all benefits, taxes, health insurance, overhead, etc. The hourly rate shall be fixed for the term of the contract. The estimated yearly hours are provided as an estimate and maybe adjusted. The County is in no obligations to exhaust all hours. The base term is years with two one-year extension options. The option to extend is sole discretion of the County.

Service Years	Description	Estimated Yearly Hours	Consultant Hourly Rate	Total
2	Neuropathology Consulting Services	200	\$200.00	\$40,000.00
			Total not-to-exceed	\$40,000.00

2. Consultant Expenses

Reimbursement for Consultant’s travel times to/from the CCMEO or for personal expenses are not allowable. Consultant may invoice the County for expenses required in connection with the assigned task. Reimbursement shall be consistent with the normal reimbursements permitted to County employee and subject to approval by the County Chief Medical Examiner Officer. Approval must be obtained prior to incurring the expense. Consultant must submit sales receipt for reimbursement. No mark-ups are allowed for expenses. Reimbursement shall be no greater than Cook County Travel Policy (Exhibit 3). All reimbursable shall be taken from the contract value.

3. Technical Expenses

When examination of the specimens occurs at Northwestern Memorial Hospital, any technical charges shall be reimbursed by the CCMEO. If the CCMEO requests that the consultant provide any technical services, the County shall reimburse the consultant for any such services. The technical services shall be deducted from the contract value.

Exhibit 3      Cook County Transportation Expense Reimbursement  
and Travel Regulations Policy



**COOK COUNTY  
TRANSPORTATION  
EXPENSE REIMBURSEMENT  
AND TRAVEL REGULATIONS  
POLICY**

**Adopted: FY2009**

# COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

## SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

## SECTION II. GUIDELINES

### A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

### B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

**C. Temporary and Minor Assignments (mileage between temporary duty points)**

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

**D. General Guidelines**

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

**SECTION III. TRANSPORTATION EXPENSE VOUCHER**

**A. Preparation**

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

**B. Approval and Submission**

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10<sup>th</sup> day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

**C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business**

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

**SECTION IV. COUNTY-OWNED AUTOMOBILE**

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

# COOK COUNTY TRAVEL REGULATIONS

## SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

## SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

## SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

**SECTION IV           MODE OF TRAVEL**

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

**SECTION V           ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES**

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

**SECTION VI           USE OF PRIVATELY OWNED OR RENTED CONVEYANCE**

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

**SECTION VII LIVING EXPENSES**

**A. Meals and Incidental Expense (M&IE)**

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

**B. Travel Without Lodging**

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

**C. Reimbursable Expenses**

- 1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

- 2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
- 3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

## **SECTION VIII      CONFERENCES**

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

## **SECTION IX      CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER**

### **A.      Memorandum of Expenditures**

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

### **B.      Conference and Travel Reimbursement Voucher Preparation**

1.      All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2.      The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3.      The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4.      The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5.      The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

### **C.      Approval and Submission of Invoice Form**

1.      The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2.      Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

**D. Frequency of Submission**

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10<sup>th</sup> day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.