PROFESSIONAL SERVICES AGREEMENT

FOR

PHARMACY BENEFIT CONSULTING SERVICES

BETWEEN

COOK COUNTY GOVERNMENT
Department of Risk Management

AND

CBIZ BENEFITS & INSURANCE SERVICES, INC.

Toni Preckwinkle
President

Shannon E. Andrews
Chief Procurement Officer

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 CBIZ Benefits & Insurance Services, Inc., doing business as a corporation of the State of Missouri hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer on the 16th day of June, 2014.

BACKGROUND

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

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"**Department**" means the Cook County Using Department.

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

"**Subcontractor**" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

Exhibit 1 Scope of Services
Exhibit 2 Schedule of Compensation
Exhibit 3 Evidence of Insurance
Exhibit 4 Auditing/Consulting Services Certification

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

i. **Insurance Requirements of the Consultant**

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

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

Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete,

alter or change these requirements.

ii. **Insurance To Be Provided**

a. **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

(1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

b. **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

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

c. **Commercial Automobile Liability Insurance**

When any vehicle are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

d. **Excess Liability**

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

Each Occurrence:	$1,000,000
General Aggregate	$1,000,000

e. **Professional Liability**

Consultant shall secure Professional Liability insurance covering claims arising out of the performance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than $1,000,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal.

iii. **Additional requirements**

a. **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Consultant's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

b. **Qualification of Insurers**

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

c. **Insurance Notices**

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

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

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

(d) **Waiver of Subrogation Endorsements**
All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided. Consultant shall not be liable for any costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to any negligent acts or omissions of the County or any agents, employees, contractors or representatives of the County.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way,

whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

Consultant 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 Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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 Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant 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. Consultant 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 Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Chief Procurement Officer and its term shall begin on June 16, 2014 ("**Effective Date**") and continue until June 15, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first. The Term of this contract will be for one (1) year, and the Consultant is to complete the Scope of Services as set forth in Exhibit 1 Section II Schedule.

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.b 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 under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant 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 Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Consultant 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 Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant 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. Consultant 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 Consultant 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 (5) business days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. 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, Consultant 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 Consultant 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 Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

The Consultant 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.a and 9.c.

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.h 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 Article 7 in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice (**"Cure Notice"**), or, if no opportunity to cure will be granted, a default notice (**"Default Notice"**). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is

given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.
The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to 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.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that 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.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

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

Consultant agrees that no charges or claims for damages shall be made by Consultant 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, Consultant 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

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) 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. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the

Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than $150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of $150,000.00 or more without approval of the County Board.

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.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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: Department of Risk Management
118 N. Clark Street Room 1072
Chicago, Illinois 60602
Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: CBIZ Benefits & Insurance Services, Inc.
3101 N. Central Avenue, Suite 300
Phoenix, AZ 85012
Attention: Mike Zucarelli

and

CBIZ Benefits & Insurance Services, Inc.
11440 Tomahawk Creek Parkway
Leawood, Kansas 66211
Attn: 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 Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

I. Plan of Action, Implementation, and Solution

CBIZ Benefits & Insurance Services, Inc. to provide Pharmacy Benefit Consulting Services to the County's Department of Risk Management which will include assistance with reviewing qualitative proposals and best and final offers of a short list of Pharmacy Benefit Manager proposals.

CBIZ Benefits & Insurance Services, Inc. ("CBIZ") will:

- review prescription claims and utilization experience from Cook County's current Pharmacy Benefits Manager (CVS Caremark);
- review the qualitative proposals and best and final offers on the cost proposals of the pharmacy benefit vendor joint agency procurement; and
- assist in negotiating a contract with the pharmacy benefit vendor selected from that review.

The Department of Risk Management and CBIZ will hold a project kickoff/discovery meeting to serve as the discovery phase of the project engagement. This meeting will be used to review the goals and expectations set forth in Request for Proposals No. 1430-13578, while also allowing CBIZ's project team the ability to understand the history which has led up to the current Pharmacy Benefits Manager ("PBM") procurement resultant of a joint government procurement process. At this meeting, in order for CBIZ to review the PBM vendor proposals, the Department of Risk Management ("Risk Management") is to provide to CBIZ with PBM vendor proposals, and pertinent utilization data and pharmacy metrics/claims, which will in turn be aggregated and reviewed by CBIZ from a clinical and financial perspective specific to Cook County ("the County"). This review by CBIZ will take into account both historic patterns of utilization and expected trends in the pharmacy marketplace in order to ensure the County is aligned with a vendor best suited to provide value.

The project kickoff/discovery meeting will also allow for a discussion and agreement of the County's priorities, as relayed by the Department of Risk Management, regarding prescription drug benefits. CBIZ anticipates that review of information (as communicated and provided at the project kickoff/discovery meeting by the Department of Risk Management) to progress over the course of one (1) to two (2) weeks.

From this review, CBIZ's project team will assess the County's PBM proposals commensurate to the RFP released to the vendor community, which will include assessment of financial component and clinical/operational component (the level of time and detail spent on either component will be discussed and agreed upon with Risk Management). CBIZ will use their own proprietary reporting tools and financial modeling to evaluate the PBM proposals on behalf of Risk Management. Upon completion of the review, CBIZ and propose scheduling focused meetings with Risk Management to discuss findings and refine CBIZ's recommendations to Risk Management. CBIZ will work closely with Risk Management, and will provide ample guidance and final recommendations for consideration. CBIZ anticipates this portion of the project to consume two (2) to four (4) weeks of time.

CBIZ will assist Risk Management in negotiating a contract with the PBM vendor selected from that review. CBIZ will advocate on the County's behalf to negotiate best-in-class PBM contract terms. CBIZ will review PBM contract language and bring adept skills evaluate PBM proposal and contract language.

The Department of Risk Management and CBIZ will have a minimum of one (1) call per week weekly scheduled during the project duration.

II. Schedule:

GENERAL TIMEFRAME*	ACTION ITEMS	RESPONSIBLE PARTY(S)
1 Week	Project Kick-off, Discovery, Data request	CBIZ, Cook County
2 Weeks	Utilization review and preliminary findings	CBIZ
1 Week	Present preliminary observations, request additional data if needed	CBIZ, Cook County
2 Weeks	Review bid responses and RFP	CBIZ
2 Weeks	Frequent meetings to discuss observations and vendor selection	CBIZ, Cook County
1 Week	Contract review and negotiations	CBIZ
1 Week	Review project, discuss other ad-hoc reports/analyses, wrap up	CBIZ, Cook County

*Action items may have overlap throughout the course of the project. Timeframes are estimates only and may fluctuate based on client needs or other extenuating circumstances (e.g. data inaccuracies/validation, PBM/vendor delays)

III. Key Personnel

CBIZ Key Personnel for this project engagement includes:

1. Michael Zucarelli, PharmD, National Pharmacy Practice Leader
2. Vicki Walsh, Senior Pharmacy Consultant

Key personnel shall not be replaced without proposer authorization per ARTICLE 3) d) ii) of this Contract.

EXHIBIT 2

Schedule of Compensation

Compensation under this Contract shall not exceed $17,100.00 without proper authorization per ARTICLE 10)c) of this Contract. The County will pay Consultant for the successful completion of services as outlined in Exhibit 1. All project time will be invoiced by the Consultant at an hourly level. Payment will be made following receipt and review of Consultant's invoices by the Department of Risk Management.

Pharmacy Benefit Consulting Services		
Consulting Professionals	**Hourly Price Proposal**	**Estimated Hours on this Proposal:**
Principal	N/A	N/A
Director	$300.00	25
Specialist Leader	N/A	N/A
Senior Management	N/A	N/A
Manager	N/A	N/A
Senior Consultant	$200.00	32
Consultant	N/A	N/A
Analyst	$110.00	20
Clerical	$100.00	10
Other: N/A	N/A	N/A
Other: N/A	N/A	N/A
Total Maximum Not-to Exceed Contract Amount	**$17,100.00**	

EXHIBIT 3

Evidence of Insurance

Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/29/2014

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

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

PRODUCER CBIZ Insurance Services 401 Plymouth Rd., Suite 200 Plymouth Meeting PA 19462	CONTACT NAME: PHONE (A/C, No, Ext): 610-862-2249 FAX (A/C, No): E-MAIL ADDRESS:
INSURED CBIZ, Inc. and subsidiaries 6050 Oak Tree Blvd., South, Suite 500 Cleveland, OH 44131	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Insurance- Comml Lines INSURER B : The American Insurance Co — 21857 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			42UENMF4642	09/30/2013	09/30/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			42UENMF4643	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [ ] OCCUR			SUO00057867418	09/30/2013	09/30/2014	EACH OCCURRENCE	$25,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$25,000,000
	[ ] DED [X] RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WNMF4640	09/30/2013	09/30/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		42WBRMF4641WI	09/30/2013	09/30/2014	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

General Liability & Auto Liability Insurance: Certificate holder is an additional insured as required by written agreement. General Liability: Primary and Non-Contributory with other insurance as agreed to in written agreement.

CERTIFICATE HOLDER

County of Cook, Illinois
118 N. Clark Street, Room 1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CBIZ Insurance Services, Inc.

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OCW

EXHIBIT 4

Auditing/Consulting Services Certification

11 Appendix IV Auditing/Consulting Services Certification

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

This Certification is made and required pursuant to Section 34-193 (a) of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County. For purposes of this Certification, "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: CBIZ Benefits & Insurance Services, Inc.

ADDRESS: 3101 N. Central Avenue, Suite 290, Phoenix, AZ 85012

TELEPHONE: 602-308-6658

CONTACT NAME: Michael Zucarelli

CONTACT EMAIL: mzucarelli@cbiz.com

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 a person or "Entity" that directly or indirectly controls the Contractor, is controlled by it, or with the Contractor, is under common control of another person or entity. For purposes of this Certification, "Entity" shall mean 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.

Please see attached

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: #1430-13578

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 Office:
The Department of Risk Management, 118 N. Clark Street, Room 925 Chicago, IL 60602

d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County under any other Contracts? [ ] Yes or [X] No.

If yes, please state the other Contract Number(s) and the Nature of Services.

_____

_____

_____

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

a. It has read Section 34-193 (a) 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.

b. The Contractor's Services under the Contract shall not violate Section 34-193 (a) 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 incorrect. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Carolyn Watley

Signature

Carolyn Watley

Name (Type or Print)

Executive Vice President

Title

April 28, 2014

Date

CBIZ Company & Location Listing as of 4/24/2014

Company Legal Name	Address 1	Address 2	City	State	Zip	Phone
CBIZ Accounting, Tax & Advisory of Naperville, LLC	6050 Oak Tree Blvd. South	Suite 500	Cleveland	OH	44131	525-1998
CBIZ Benefits & Insurance Services, Inc.	One Overton Park	3625 Cumberland Blvd SE, Suite 800	Atlanta	GA	30339	858-4456
CBIZ Benefits & Insurance Services, Inc.	2400 Boston St Ste 403		Baltimore	MD	21224	534-2215
CBIZ Benefits & Insurance Services, Inc.	951 Yamato Road	Suite 200W	Boca Raton	FL	33431	544-6338
CBIZ Benefits & Insurance Services, Inc.	318 Bear Hill Rd Ste 1		Waltham	MA	2451	
CBIZ Benefits & Insurance Services, Inc.	4851 LBJ Freeway	8th Floor	Dallas	TX	75244	
CBIZ Benefits & Insurance Services, Inc.	3530 Toringdon Way	Suite 100	Charlotte	NC	28277	841-7892
CBIZ Benefits & Insurance Services, Inc.	535 Chestnut St Ste 212		Chattanooga	TN	37402	
CBIZ Benefits & Insurance Services, Inc.	225 W Wacker Dr Ste 2000		Chicago	IL	60606	505-3614
CBIZ Benefits & Insurance Services, Inc.	6050 Oak Tree Blvd.	Suite 500	Cleveland	OH	44131	520-6168
CBIZ Benefits & Insurance Services, Inc.	9755 Patuxent Woods Dr Ste 200		Columbia	MD	21046	
CBIZ Benefits & Insurance Services, Inc.	5450 Frantz Road	Suite 300	Dublin	OH	43016	793-2458
CBIZ Benefits & Insurance Services, Inc.	44 Baltimore Street		Cumberland	MD	21502	
CBIZ Benefits & Insurance Services, Inc.	4851 LBJ Freeway	8th Floor	Dallas	TX	75244	(312) 602-6792
CBIZ Benefits & Insurance Services, Inc.	7160 Columbia Gateway Drive	Suite 101	Columbia	MD	21046	
CBIZ Benefits & Insurance Services, Inc.	8181 E. Tufts Ave	Suite 600	Denver	CO	80237	200-1703
CBIZ Benefits & Insurance Services, Inc.	2421 Atlantic Ave		Manasquan	NJ	8736	223-0070
CBIZ Benefits & Insurance Services, Inc.	951 Yamato Road	Suite 200W	Boca Raton	FL	33431	792-2283
CBIZ Benefits & Insurance Services, Inc.	4615 Southwest Freeway	Suite 300	Houston	TX	77027	871-0783
CBIZ Benefits & Insurance Services, Inc.	11350 McCormik Road	Executive Plaza 4	Hunt Valley	MD	21031	
CBIZ Benefits & Insurance Services, Inc.	Two Parkwood	450 E. 96th St., Suite 500	Indianapolis	IN	46240-3702	(317) 574-7070
CBIZ Benefits & Insurance Services, Inc.	1 Pasquerilla Plaza Ste 125		Johnstown	PA	15901	
CBIZ Benefits & Insurance Services, Inc.	11440 Tomahawk Creek Parkway		Leawood	KS	66211	234-1715
CBIZ Benefits & Insurance Services, Inc.	9648 Kingston Pike Ste 8		Knoxville	TN	37922	
CBIZ Benefits & Insurance Services, Inc.	10474 Santa Monica Blvd.	Suite 200	Los Angeles	CA	90025	268-2000
CBIZ Benefits & Insurance Services, Inc.	3625 Cumberland Blvd SE Ste 800		Atlanta	GA	30339	424-5777
CBIZ Benefits & Insurance Services, Inc.	301 Yamato Rd Ste 3150		Boca Raton	FL	33431	994-2210
CBIZ Benefits & Insurance Services, Inc.	777 29th St Ste 500		Boulder	CO	80303	443-1586
CBIZ Benefits & Insurance Services, Inc.	200 South Biscayne Blvd.	Suite 830	Miami	FL	33131	
CBIZ Benefits & Insurance Services, Inc.	222 South 9th Street	Suite 1000	Minneapolis	MN	55402	436-4626
CBIZ Benefits & Insurance Services, Inc.	55 E. Shuman Blvd	Suite 550	Naperville	IL	60563	505-3614
CBIZ Benefits & Insurance Services, Inc.	12 Cadillac DR Ste 160		Brentwood	TN	37027	
CBIZ Benefits & Insurance Services, Inc.	175 S. West Temple	Suite 650	Salt Lake City	UT	84101	390-1224
CBIZ Benefits & Insurance Services, Inc.	160 W Santa Clara St Ste 450		San Jose	CA	95113	794-3500
CBIZ Benefits & Insurance Services, Inc.	2290 Lucien Way	Suite 260	Maitland	FL	32751	377-2210
CBIZ Benefits & Insurance Services, Inc.	10045 Red Run Blvd.	Suite 360	Owings Mills	MD	21117	259-3252
CBIZ Benefits & Insurance Services, Inc.	401 Plymouth Road	Suite 200	Plymouth Meeting	PA	19462	
CBIZ Benefits & Insurance Services, Inc.	3101 N Central Ave Ste 300		Phoenix	AZ	85012	
CBIZ Benefits & Insurance Services, Inc.	18 N Franklin Blvd		Pleasantville	NJ	8232	
CBIZ Benefits & Insurance Services, Inc.	75 Sockanosset Cross Rd Ste 300		Cranston	RI	2920	
CBIZ Benefits & Insurance Services, Inc.	10616 Scripps Summit Court	Suite 250	San Diego	CA	92131	795-7455
CBIZ Benefits & Insurance Services, Inc.	Bishop Ranch 1	6111 Bollinger Canyon Road #425	San Ramon	CA	94583	242-8003

CBIZ Benefits & Insurance Services, Inc.	4650 S National	Ste D-4	Springfield	MO	65807	890-5755
CBIZ Benefits & Insurance Services, Inc.	218 S. 7th Street		St. Joseph	MO	64501	901-0916
CBIZ Benefits & Insurance Services, Inc.	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	692-2249
CBIZ Benefits & Insurance Services, Inc.	1765 E. Skyline Drive		Tucson	AZ	85718	(520) 321-7526
CBIZ Financial Solutions, Inc.	One Overton Park	3625 Cumberland Blvd SE, Suite 800	Atlanta	GA	30339	(770) 858-4491
CBIZ Financial Solutions, Inc.	3530 Toringdon Way Ste 100		Charlotte	NC	28277	
CBIZ Financial Solutions, Inc.	44 Baltimore St.		Cumberland	MD	21502	
CBIZ Financial Solutions, Inc.	8181 Tufts Avenue	Suite 600	Denver	CO	80237	
CBIZ Financial Solutions, Inc.	6050 Oak Tree Blvd. South	Suite 500	Cleveland	OH	44131	520-6178
CBIZ Financial Solutions, Inc.	11440 Tomahawk Creek Parkway		Leawood	KS	66211	
CBIZ Financial Solutions, Inc.	10474 Santa Monica Blvd.	Suite 200	Los Angeles	CA	90025	268-2000
CBIZ Financial Solutions, Inc.	1065 Avenue of the Americas	11th Floor	New York	NY	10018	
CBIZ Financial Solutions, Inc.	2290 Lucien Way	Suite 260	Maitland	FL	32751	
CBIZ Financial Solutions, Inc.	401 Plymouth Road	Suite 200	Plymouth Meeting	PA	19462	862-2387
CBIZ Financial Solutions, Inc.	175 S. West Temple	Suite 650	Salt Lake City	UT	84101	364-9300
CBIZ Financial Solutions, Inc.	10616 Scripps Summit Court		San Diego	CA	92131	
CBIZ Financial Solutions, Inc.	160 W Santa Clara St Ste 450		San Jose	CA	95113	
CBIZ Financial Solutions, Inc.	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	692-5822
CBIZ Financial Solutions, Inc.	1765 East Skyline Drive		Tucson	AZ	85718	
CBIZ Gibraltar Real Estate Services, LLC	225 W Wacker Dr Ste 2000		Chicago	IL	60606	602-6901
CBIZ Insurance Services, Inc.	2800 Freeway Blvd		Minneapolis	MN	55430	
CBIZ Insurance Services, Inc.	One Overton Park	3625 Cumberland Blvd SE, Suite 800	Atlanta	GA	30339	(770) 858-4440
CBIZ Insurance Services, Inc.	140 E Main St Ste 201		Bozeman	MT	59715	
CBIZ Insurance Services, Inc.	225 W Wacker Dr Ste 2000		Chicago	IL	60606	
CBIZ Insurance Services, Inc.	6050 Oak Tree Boulevard	Suite 500	Cleveland	OH	44131	520-6168
CBIZ Insurance Services, Inc.	9755 Patuxent Woods Drive, Suite 200		Columbia	MD	21046	259-3212
CBIZ Insurance Services, Inc.	44 Baltimore Street		Cumberland	MD	21502	784-2391
CBIZ Insurance Services, Inc.	8181 E. Tufts Avenue	Suite 600	Denver	CO	80237	(720) 200-7025
CBIZ Insurance Services, Inc.	1890 N Market St	Suite 301	Frederick	MD	21701	
CBIZ Insurance Services, Inc.	Executive Plaza IV	11350 McCormick Road, Suite 200	Hunt Valley	MD	21031	259-3281
CBIZ Insurance Services, Inc.	1 Pasquerilla Plaza Ste 125		Johnstown	PA	15901	532-8305
CBIZ Insurance Services, Inc.	1420 NW Vivion Rd., Suite 103		Kansas City	MO	64118-4511	
CBIZ Insurance Services, Inc.	4555 Mansell Rd Ste 110		Alpharetta	GA	30022	
CBIZ Insurance Services, Inc.	301 Yamato Rd Ste 3150		Boca Raton	FL	33431	
CBIZ Insurance Services, Inc.	219 South St		New Providence	NJ	7974	
CBIZ Insurance Services, Inc.	10045 Red Run Blvd.	Suite 360	Owings Mills	MD	21117	259-3252
CBIZ Insurance Services, Inc.	3101 N Central Ave Ste 300		Phoenix	AZ	85012	
CBIZ Insurance Services, Inc.	401 Plymouth Road, Suite 200	P.O. Box 1000	Plymouth Meeting	PA	19462	862-2310
CBIZ Insurance Services, Inc.	160 W Santa Clara St Ste 450		San Jose	CA	95113	295-3822
CBIZ Insurance Services, Inc.	218 S. 7th Street		St. Joseph	MO	64502	
CBIZ Insurance Services, Inc.	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	
CBIZ Insurance Services, Inc.	7400 Golden Pond Pl Ste 400		Amarillo	TX	79121	
CBIZ Insurance Services, Inc.	3300 N A St Bldg 1-100		Midland	TX	79705	
CBIZ Insurance Services, Inc.	1635 NE Loop 410 Ste 605		San Antonio	TX	78209	
CBIZ Insurance Services, Inc.	4555 Mansell Rd Ste 110		Alpharetta	GA	30022	777-2099
CBIZ KA Consulting Services, LLC	50 Millstone Road	Building 200, Suite 230	East Windsor	NJ	8520	918-0990

CBIZ KRMT	13577 Feather Sound Dr Ste 400		Clearwater	FL	33762	572-1400
CBIZ Life Insurance Solutions, Inc.	10616 Scripps Summit Court	Suite 210	San Diego	CA	92131	444-3100
CBIZ M&S Consulting Services, LLC	4906 Alameda NE	Suite B	Albuquerque	NM	87113	234-1961
CBIZ M&S Consulting Services, LLC	133 Peachtree St NE	Suite 3150	Atlanta	GA	30303	524-0775
CBIZ M&S Consulting Services, LLC	11044 Research Blvd Ste C500		Austin	TX	78759	
CBIZ M&S Consulting Services, LLC	400 Redland Court	Suite 205	Baltimore	MD	21117	234-1961
CBIZ M&S Consulting Services, LLC	8555 W Hackamore Dr.	Suite 100	Boise	ID	83709-1665	(208) 378-1400
CBIZ M&S Consulting Services, LLC	11 Commerce Dr Fl 2		Cranford	NJ	7016	
CBIZ M&S Consulting Services, LLC	100 Army Post Rd.		Des Moines	IA	50315	863-8610
CBIZ M&S Consulting Services, LLC	7400 E. Orchard Road	Suite 2100	Englewood	CO	80111	694-3605
CBIZ M&S Consulting Services, LLC	104 Progress Dr		Frankfort	KY	40601-8695	695-6870
CBIZ M&S Consulting Services, LLC	4400 Cox Rd Ste 110		Glen Allen	VA	23060	
CBIZ M&S Consulting Services, LLC	6380 Flank Dr.	Suite 100	Harrisburg	PA	17112	541-1203
CBIZ M&S Consulting Services, LLC	733 Bishop Street	Suite 1220 – Makai Tower	Honolulu	HI	96813	
CBIZ M&S Consulting Services, LLC	9265 Counselors Row	Suite 200	Indianapolis	IN	46240	846-9521
CBIZ M&S Consulting Services, LLC	510 George St Ste 230		Jackson	MS	39202	
CBIZ M&S Consulting Services, LLC	120 N Washington Sq Ste 805		Lansing	MI	48933	
CBIZ M&S Consulting Services, LLC	11440 Tomahawk Creek Parkway		Leawood	KS	66211	234-1961
CBIZ M&S Consulting Services, LLC	4000 Westchase Boulevard	Suite 450	Raleigh	NC	27607-3971	
CBIZ M&S Consulting Services, LLC	1131 SW Winding Rd Ste C		Topeka	KS	66615	234-1961
CBIZ M&S Consulting Services, LLC	7 Waterside Xing Ste 202		Windsor	CT	6095	
CBIZ M.T. Donahoe & Associates, LLC	9755 Patuxent Woods Dr Ste 250		Columbia	MD	21046	231-1559
CBIZ MHM, LLC - (Atlanta)	One Overton Park	3625 Cumberland Blvd SE, Suite 800	Atlanta	GA	30339	858-4474
CBIZ MHM, LLC - (Boca Raton)	1675 N. Military Trail, Fifth Floor		Boca Raton	FL	33486	994-5050
CBIZ MHM, LLC - (Chicago)	225 W Wacker Dr Ste 2500		Chicago	IL	60606	
CBIZ MHM, LLC - (Colorado)	One Boulder Plaza	1801 13th Street, Suite 210	Boulder	CO	80301	200-7000
CBIZ MHM, LLC - (Colorado)	8181 East Tufts Avenue	Suite 600	Denver	CO	80237	200-7000
CBIZ MHM, LLC - (Easton)	110 Franklin Street	P.O. Box 500	Denton	MD	21629	
CBIZ MHM, LLC - (Easton)	28614 Marlboro Avenue, Suite 103	P.O. Box 1187	Easton	MD	21601	822-6950
CBIZ MHM, LLC - (Florida)	13577 Feather Sound Dr Ste 400		Clearwater	FL	33762	
CBIZ MHM, LLC - (Kansas City)	1675 N. Military Trail, Fifth Floor		Boca Raton	FL	33486	
CBIZ MHM, LLC - (Kansas City)	11440 Tomahawk Creek Parkway		Leawood	KS	66211	234-1060
CBIZ MHM, LLC - (Los Angeles)	5060 California Avenue	Suite 800	Bakersfield	CA	93309	616-3711
CBIZ MHM, LLC - (Los Angeles)	10474 Santa Monica Blvd.	Suite 200	Los Angeles	CA	90025	268-2038
CBIZ MHM, LLC - (Los Angeles)	300 Esplanade Drive	Suite 250	Oxnard	CA	93036	988-3222
CBIZ MHM, LLC - (Maryland)	3 Bethesda Metro Center	Suite 600	Bethesda	MD	20814	951-3636
CBIZ MHM, LLC - (Maryland)	9755 Patuxent Woods Drive	Suite 200	Columbia	MD	21046	656-3036
CBIZ MHM, LLC - (Maryland)	50 Baltimore Street	4th Floor	Cumberland	MD	21502	777-3490
CBIZ MHM, LLC - (Maryland)	1875 I St NW Fl 5		Washington	DC	20006	
CBIZ MHM, LLC - (Miami)	1200 Brickell Avenue	Suite 700	Miami	FL	33131	503-4221
CBIZ MHM, LLC - (Minneapolis BVKT)	1000 Campbell Mithun Tower	222 South Ninth St.	Minneapolis	MN	55402	376-1255
CBIZ MHM, LLC - (New York)	1065 Avenue of the Americas	10 Floor	New York	NY	10018	862-2300
CBIZ MHM, LLC - (Northern California)	160 W Santa Clara St Ste 450		San Jose	CA	95113	794-3501
CBIZ MHM, LLC - (Ohio)	4040 Embassy Parkway	Suite 100	Akron	OH	44333	668-6500
CBIZ MHM, LLC - (Ohio)	6050 Oak Tree Boulevard	Suite 500	Cleveland	OH	44131	525-1856
CBIZ MHM, LLC - (Ohio)	5450 Frantz Road	Suite 300	Dublin	OH	43016	793-4501

CBIZ MHM, LLC - (Ohio)	3170 Presidential Drive		Fairborn	OH	45324	320-1717
CBIZ MHM, LLC - (Orange County)	2301 Dupont Drive	Suite 200	Irvine	CA	92612	474-2020
CBIZ MHM, LLC - (Philadelphia)	401 Plymouth Rd.	Suite 200	Plymouth Meeting	PA	19462	862-2284
CBIZ MHM, LLC - (Phoenix)	3101 N. Central Avenue	Suite 300	Phoenix	AZ	85012	264-6835
CBIZ MHM, LLC - (San Diego)	10616 Scripps Summit Court		San Diego	CA	92131	444-3110
CBIZ MHM, LLC - (St. Louis)	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	995-5584
CBIZ MHM, LLC - (Thompson Dunavant)	11757 Katy Fwy Ste 830		Houston	TX	77079	
CBIZ MHM, LLC - (Thompson Dunavant)	5100 Poplar Ave Fl 30		Memphis	TN	38137	842-2730
CBIZ MHM, LLC - (Tofias)	500 Boylston St Fl 4		Boston	MA	2116	
CBIZ MHM, LLC - (Tofias)	56 Exchange Terrace		Providence	RI	2903	
CBIZ MHM, LLC - (Topeka)	990 S.W. Fairlawn		Topeka	KS	66606-2384	272-3176
CBIZ MHM, LLC - (Utah)	175 South West Temple	Suite 650	Salt Lake City	UT	84101	364-9300
CBIZ MHM, LLC - (Wichita)	220 West Douglas, Suite 300		Wichita	KS	67202	265-5600
CBIZ National Tax Office, LLC	3625 Cumberland Blvd SE	Suite 800	Atlanta	GA	30339	858-4443
CBIZ National Tax Office, LLC	4141 Highway EE		Beaufort	MO	63013	607-7308
CBIZ National Tax Office, LLC	3 Bethesda Metro Center	Ste 600	Bethesda	MD	20814	858-4443
CBIZ National Tax Office, LLC	301 N Main St Ste 2100		Greenville	SC	29601	
CBIZ National Tax Office, LLC	11440 Tomahawk Crk Pkwy		Leawood	KS	66211	858-4443
CBIZ Network Solutions, LLC - St. Louis	170 Edward Jones Blvd - PO Box 1208		Maryland Heights	MO	63043	515-8968
CBIZ Payroll	One Overton Park	3625 Cumberland Blvd SE, Suite 800	Atlanta	GA	30339	858-4500
CBIZ Payroll	951 Yamato Road	Suite 200W	Boca Raton	FL	33431	727-5747
CBIZ Payroll	3530 Toringdon Way	Suite 100	Charlotte	NC	28277	841-7892
CBIZ Payroll	2220 Hicks Rd.	Suite 201	Rolling Meadows	IL	60008	602-6791
CBIZ Payroll	6050 Oak Tree Boulevard South	Suite 500	Cleveland	OH	44131	525-1901
CBIZ Payroll	9755 Patuxent Woods Drive	Suite 200	Columbia	MD	21046	259-3238
CBIZ Payroll	8181 E. Tufts Avenue	Suite 600	Denver	CO	80237	200-7023
CBIZ Payroll	11440 Tomahawk Creek Parkway		Leawood	KS	66211-9955	
CBIZ Payroll	10474 Santa Monica Blvd.	Suite 200	Los Angeles	CA	90025	474-2020
CBIZ Payroll	1000 Campbell Mithun Tower	222 South Ninth St.	Minneapolis	MN	55402	436-4616
CBIZ Payroll	6655 Wedgwood Road N Ste 140		Maple Grove	MN	55311	
CBIZ Payroll	1009 Lenox Drive	Suite 105	Lawrenceville	NJ	8648	
CBIZ Payroll	75-450 Gerald Ford Drive	Suite 306	Palm Desert	CA	92211	779-8310
CBIZ Payroll	3101 North Central Avenue	Suite 300	Phoenix	AZ	85012	
CBIZ Payroll	401 Plymouth Road	Suite 200	Plymouth Meeting	PA	19462	862-2282
CBIZ Payroll	8001 Franklin Farms Drive	Suite 234	Richmond	VA	23229	794-3155
CBIZ Payroll	2797 Frontage Road	Suite 2000	Roanoke	VA	24017	853-8003
CBIZ Payroll	175 S. West Temple	Suite 650	Salt Lake City	UT	84101	364-9300
CBIZ Payroll	10616 Scripps Summit Court		San Diego	CA	92131	
CBIZ Payroll	160 W Santa Clara St Ste 450		San Jose	CA	95113	
CBIZ Payroll	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	
CBIZ Payroll	1765 E. Skyline Drive		Tucson	AZ	85718	
CBIZ Retirement Consulting, Inc.	2290 Lucien Way	Suite 150	Maitland	FL	32751	377-2104
CBIZ Risk & Advisory Services, LLC	6050 Oak Tree Blvd.	Ste. 500	Independence	OH	44131	200-7000
CBIZ Valuation Group, LLC	One Overton Park	3625 Cumberland Blvd SE, Suite 800	Atlanta	GA	30339	858-4444
CBIZ Valuation Group, LLC	225 W Wacker Dr Ste 2000		Chicago	IL	60606	602-6600
CBIZ Valuation Group, LLC	4851 LBJ Freeway	8th Floor	Dallas	TX	75244	406-6904

CBIZ Valuation Group, LLC	1009 Lenox Drive	Suite 105	Lawrenceville	NJ	8648	895-5315
CBIZ Valuation Group, LLC	W227N16867 Tillie Lake Ct Ste 201		Jackson	WI	53037	677-2092
CBIZ Valuation Group, LLC	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	692-5829
CBIZ, Inc.	6050 Oak Tree Boulevard South	Suite 500	Cleveland	OH	44131	525-1999
CBIZ, Inc.	11440 Tomahawk Creek Parkway		Leawood	KS	66211	234-1788
CBIZ, Inc.	3101 North Central Avenue	Suite 300	Phoenix	AZ	85012	
CBIZ, Inc.	160 W Santa Clara St Ste 450		San Jose	CA	95113	794-3500
CBIZ, Inc.	625 Maryville Centre Dr Ste 200		St. Louis	MO	63141	
EFL Associates, Inc.	8181 East Tufts Avenue	Suite 600	Denver	CO	80237	234-1575
EFL Associates, Inc.	11440 Tomahawk Creek Parkway		Leawood	KS	66211	234-1575
MHM PC	11440 Tomahawk Creek Parkway		Leawood	KS	66211	
MHM Retirement Plan Solutions, LLC	11440 Tomahawk Creek Parkway		Leawood	KS	66211	

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT INDEX

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN (SECTION 1) *Please see attached Petition for Waiver

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.**

ECONOMIC DISCLOSURE STATEMENT *Please see attached Petition for Waiver

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 _____ If " 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

ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

__X__ FULL MBE WAIVER __X__ 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)

__X__ (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 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.

7.2.10, Section 3

CBIZ hereby submits its Petition for Waiver of MBE/WBE Participation pursuant to Cook County, Illinois Code of Ordinances (Article IV, Sections 34-267 through 272) as this participation goal is applicable to contracts awarded for $25,000 or greater. The pricing for Request for Proposal No. 1430-13578 is set at $20,000.

ECONOMIC DISCLOSURE STATEMENT

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).

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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

_____

_____

_____

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 X

b) If yes, list business addresses within Cook County:

_____

_____

_____

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

Yes ____ No X

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____

_____

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.

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

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

Identifying Information:

Name: CBIZ Benefits & Insurance Services, Inc. D/B/A: _____ EIN NO.: 31-1582098

Street Address: 3101 N. Central Avenue, Suite 290

City: Phoenix State: AZ Zip Code: 85012

Phone No.: 602-308-6658

Form of Legal Entity:

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

ECONOMIC DISCLOSURE STATEMENT

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
CBIZ Operations, Inc.	6050 Oak Tree Blvd South Suite 500, Cleveland, OH 44131	100%

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 [X] No

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

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

Carolyn Watley — Executive Vice President

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

Signature: Carolyn Watley

Date: April 29, 2014

E-mail address: cwatley@cbiz.com

Phone Number: 913-234-1715

Subscribed to and sworn before me this 29th day of April, 2014.

My commission expires: July 9, 2015

LAURA L DAY
Notary Public - State of Kansas

X Laura L. Day

Notary Public Signature — Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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

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.

ECONOMIC DISCLOSURE STATEMENT

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: Nancy M. Mellard Title: Executive Vice President

Business Entity Name: CBIZ Benefits & Insurances Services, Inc. Phone: 602-308-6658

Business Entity Address: 3101 N. Central Avenue, Suite 290, Phoenix, AZ 85012

_____ 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.

Nancy M. Mellard — 04-24-2014

Owner/Employee's Signature — Date

Subscribe and sworn before me this 24th day of April, 2014.

a Notary Public in and for Johnson County, Kansas

Laura L. Day

(Signature)

NOTARY PUBLIC SEAL

LAURA L DAY
Notary Public - State of Kansas

My Commission expires July 9, 2015

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR *Not applicable

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

My commission expires:

X _____ _____

Notary Public Signature **Notary Seal**

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR *Not applicable

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

My commission expires:

X _____ _____

Notary Public Signature **Notary Seal**

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR *Not applicable

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

X_____

Notary Public Signature

My commission expires:

_____

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE) *Not applicable

(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

My commission expires:

X _____ _____

Notary Public Signature **Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE) *Not applicable

(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____,

My commission expires:

X_____ _____

Notary Public Signature **Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE) *Not applicable

(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20____.

My commission expires:

X _____ _____

Notary Public Signature **Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION *Not applicable

(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

X_____ _____

Notary Public Signature **Notary Seal**

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION *Not applicable

(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

X_____ _____

Notary Public Signature **Notary Seal**

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION *Not applicable

(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20_____.

X_____ _____

Notary Public Signature **Notary Seal**

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

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

ECONOMIC DISCLOSURE STATEMENT

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 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: CBIZ Benefits & Insurance Services, Inc.

BUSINESS ADDRESS: 3101 N. Central Avenue, Suite 290

Phoenix, AZ 85012

BUSINESS TELEPHONE: 602-308-6658 FAX NUMBER: 602-266-7206

CONTACT PERSON: Michael Zucarelli

FEIN: 31-1582098 *CORPORATE FILE NUMBER: 5976-832-8

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Robert A. O'Byrne Executive VICE PRESIDENT: Nancy M. Mellard

SECRETARY: Michael W. Gleespen TREASURER: Kelly J. Marek

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed to and sworn before me

this 11th day of June, 2014.

X Laura L. Day

Notary Public Signature

My commission expires: July 9, 2015

LAURA L DAY
Notary Public - State of Kansas

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.

ACTION IN WRITING WITHOUT A MEETING
OF THE SOLE DIRECTOR OF
CBIZ BENEFITS & INSURANCE SERVICES, INC.

The undersigned, being the Sole Director of CBIZ Benefits & Insurance Services, Inc., a Missouri corporation (the "Company"), hereby adopts the following resolution pursuant to an action in writing in accordance with The General & Business Corporation Law of Missouri:

RESOLVED, that Nancy M. Mellard, Executive Vice President of the Company is hereby authorized and empowered to execute and deliver on behalf of the Company, contracts and other ancillary documents as required during the normal course of business;

FURTHER RESOLVED, said authority is effective as of January 1, 2011;

FURTHER RESOLVED, execution and delivery of such contracts and other ancillary documents shall constitute the legal, valid and binding obligations of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Action In Writing Without A Meeting as of this 3rd day of January, 2011.

Jerome P. Grisko, Jr., Sole Director

CBIZ

CBIZ BENEFITS & INSURANCE SERVICES, INC.

CERTIFICATE OF SECRETARY

I, Michael W. Gleespen, do hereby certify that I am the duly elected and acting Secretary of CBIZ Benefits & Insurance Services, Inc., a Missouri corporation (the "Company") and that as such Secretary, I have custody of the corporate records of the Company. I further certify that the following is a true and accurate copy of resolutions, dated January 3, 2011, adopted by the Sole Director of the Company, and said resolutions have not been rescinded, amended or modified to the date hereof:

"RESOLVED, Nancy M. Mellard, Executive Vice President of the Company, is hereby authorized and empowered to execute and deliver on behalf of the Company, contracts and other ancillary documents as required during the normal course of business;

"FURTHER RESOLVED, said authority is effective as of January 1, 2011;

"FURTHER RESOLVED, execution and delivery of such contracts and other ancillary documents shall constitute the legal, valid and binding obligations of the Company."

IN WITNESS WHEREOF, I have hereunto set my hand as of this 22nd day of April, 2014.

Michael W. Gleespen, Secretary

CBIZ Benefits & Insurance Services, Inc.
[SEAL]

File Number 5976-832-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

CBIZ BENEFITS & INSURANCE SERVICES, INC., INCORPORATED IN MISSOURI AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 1998, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* APRIL *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Authentication #: 1411102268

Authenticate at: http://www.cyberdriveillinois.com

IMPORTANT NOTICE:

PLEASE NOTE: We are undergoing system maintenance and some online services are currently unavailable. We are aware of these issues and working hard to correct them. We anticipate services will resume Tuesday, April 22.

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/21/2014

Business Name History

Name	Name Type
CBIZ BENEFITS & INSURANCE SERVICES, INC.	Legal
THE GRANT NELSON GROUP, INC.	Prev Legal
GNG TRANSFER, INC.	Prev Legal

General Business - Domestic - Information

Charter Number:	00449865
Status:	Good Standing
Entity Creation Date:	12/23/1997
State of Business.:	MO
Expiration Date:	Perpetual
Last Registration Report Filed Date:	1/7/2014
Last Registration Report Filed:	2014
Registration Report Month:	October

Registered Agent

Agent Name:	C T CORPORATION SYSTEM
Office Address:	120 SOUTH CENTRAL AVE. CLAYTON MO 63015
Mailing Address:	

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:

Shm G. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 16 DAY OF June ,20 14.

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

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

#1430-13578

OR

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

TOTAL AMOUNT OF CONTRACT: $ 17,100.00

(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:

Not Required

ASSISTANT STATE'S ATTORNEY

(Required on contracts over $1,000,000.00)