

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1518-14993

EMPLOYER SPONSORED DENTAL BENEFITS

BETWEEN



APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 14 2016

COOK COUNTY GOVERNMENT
DEPARTMENT OF RISK MANAGEMENT

AND

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

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Business Associate Agreement
Exhibit 8	Economic Disclosure Statement

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 FIRST COMMONWEALTH, INC., a wholly owned subsidiary of The Guardian Life Insurance Company of America, a Delaware corporation, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on September 14, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" Employer-Sponsored Health Benefits. 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 Using Agency require the approval of the Chief Procurement Officer in a written amendment 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 schedules and 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.

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

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 tables 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 Schedule and Exhibits**

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Forms ("ISF")
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Business Associate Agreement
Exhibit 8	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

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

b) **Deliverables**

In carrying out its Services, Consultant may be required to 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 thirty (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 thirty (30) days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

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 upon request. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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 dedicated to perform the Services. Consultant must include among its staff the Key Personnel 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 fourteen (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 the incumbents from time to time in each of those job titles set forth in the Scope of Services on Exhibit I hereto. The Using Agency 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.

iii) Salaries and Wages

Consultant and Subconsultants 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 Owned 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 Cook County Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Cook County 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 Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

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

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

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

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

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

(d) Umbrella/Excess Liability

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

Each Occurrence:	\$1,000,000
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(e) Professional / Errors and Omissions Liability

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000. Subcontractors performing professional services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

(f) Network Security & Privacy Liability

This Network Security & Privacy Liability insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or use of third party, ID/data theft) and invasion of privacy arising out of online media. This Network Security & Privacy Liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

Additional requirements

(a) Additional Insured

The required insurance policies, with the exception of the Workers Compensation, Network Security & Privacy Liability and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. 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

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

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

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's 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 third party 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, Consultants, 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.

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, unless required to do so by applicable law, regulation, governmental order or judicial action. Except with respect to those produced in connection with the provision of Services hereunder, 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 the property of the County. 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 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. Upon reasonable advanced written notice to Consultant, the County and its designees shall be afforded full access to the Documents and the work.

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 which are necessary for the provision of the Services. Such licenses shall be clearly marked with a reference to the number of this Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated at the time of delivery, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any third party 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 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 twelve (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) 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, which shall not be unreasonably withheld, provided however, that the County shall be deemed to have granted its approval to the use of the entities listed on the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") attached at Exhibit 4 as Subcontractors under this Agreement. 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 by completing the ISF. The Chief Procurement Officer shall have the right to disapprove of any Subcontractor. 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 agrees to disclose the name and business address of each Subcontractor, lobbyist, and any other person or entity whom the Consultant has retained or expects to retain in connection with the provision of the Services hereunder, 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 Consultants and Subcontractor 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.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and agreed upon by the parties and its term shall begin on December 1, 2016 ("**Effective Date**") and continue until November 30, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b(i) may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor 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 renew this Agreement for up to two (2) additional one-year periods under the same terms and conditions as may be mutually agreed upon by the parties hereto, 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 contained in the Agreement and shall contain a detailed description of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, and as applicable, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

Except for the payment of premium, in accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest,

for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County. The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also, as applicable, reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

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-9998-2013-07.

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 Agency. 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) 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) COOPERATION WITH INSPECTOR GENERAL AND
COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the applicable 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 Subcontractor 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 has 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
- 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 (1) 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) To its knowledge, Consultant covenants that it, and its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) If Consultant becomes aware of a conflict of interest, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The 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 the County informs Consultant that 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 thirty (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 affect 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 if the County satisfies all regulatory requirements applicable to the provision of the Services (including maintaining the appropriate licenses), or through others which satisfy all regulatory requirements applicable to the Services (including maintaining the appropriate licenses), and bill 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) Except for the payment of premium, 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 (1) 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, Consultant's obligation to provide Services will immediately cease. Consultant agrees to return or deliver all materials that may have been accumulated in performing this Agreement, whether completed or in the process, no later than ten (10) days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down the provision of Services covered by the termination. No costs may be incurred after the effective date of the termination. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and 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 fifteen (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 except those incurred prior to the suspension of Services. 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 forty-five (45) days within any one (1) year of this Agreement. If the total number of days of suspension exceeds forty-five (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

In connection with performance under this Agreement, except for insurance premiums for insurance policies issued by or on behalf of Consultant to County which are the subject of 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 and any insurance policies issued by or on behalf of Consultant to the County that are the subject of this Agreement, 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 and any insurance policies issued by or on behalf of Consultant to the County that are the subject of this Agreement, 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:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) **Contract Amendments**

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

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

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

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The 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 reasonably cooperate with the County. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every reasonable 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 Using Agency 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 Consultant

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 Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant 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, subject to the mutual consent of the Consultant.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

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

If to the County: Cook County Director, Department of Risk Management
 118 North 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: First Commonwealth, Inc.
 550 West Jackson Street, Suite 750
 Chicago, Illinois 60661
 Attention: Stefanie Pike, Key Account Manager

With copies of legal and similar notices to:

First Commonwealth, Inc.
7 Hanover Square
New York, NY 10004
Attention: General Counsel

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by its governing documents, 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

Exhibit 1

SCOPE OF SERVICES

1.0 General

Cook County (the "County") has identified First Commonwealth, Inc. a wholly owned subsidiary of Guardian ("Guardian") as an administrator that can provide quality administrative and insurance services for the County's benefit plans in a cost-effective manner in a rapidly changing benefits environment.

- A. The County requires that Guardian match the County's current dental plan designs or as subsequently revised by Cook County as presented to and approved in advance by Guardian. Guardian shall pay claims for services based on applicable contract terms and per the County's membership files and according to approved benefit design, or as subsequently revised by Cook County as presented to and approved in advance by Guardian.
- B. Current dental plan designs are included as **Attachment A** to this document.
- C. Guardian shall comply with eligibility and membership provisions of Cook County.
- D. Guardian shall comply with the National Provider Identification (NPI) provisions of HIPAA and follow all HIPAA requirements regarding protected health information (PHI).
- E. Guardian resources are to include a sufficient number of staff and phone lines and adequate backup capability to ensure access in the event of a system shutdown.
- F. Guardian agrees that the Cook County Auditor or its designee shall have access and the right to examine any records reasonably related to this contract or to the contractor's compliance with any term, condition or provision thereof. Guardian must reasonably cooperate in any audit undertaken/ordered, including but not limited to annual audits and any specific audit ordered by the Cook County. The costs of audits will be borne by Guardian. The County shall provide Guardian with at least 30 days prior written notice of its intention to conduct an audit and the parties shall agree in advance on the scope of the audit. As applicable any such audit shall be on a de-identified basis after the execution of a confidentiality agreement.

Guardian shall coordinate benefit payments for covered individuals, aggressively identifying primary payment sources such as other coverages, tracking savings, and effectiveness.

- G. Guardian shall have established formal appeals procedures.
- H. Guardian shall have a Disaster Recovery Plan and procedures including off-site storage of critical data and specific provisions for responses to inquiries, continuation of customer service, access to eligibility files, claims processing, and financial data.
- I. For self-funded plans, Guardian shall account for administrative service charges and claim reimbursements received; services rendered (processed and pending but not yet paid recorded separately); reserves and expenses; subrogation recoveries; overpayment recoveries; and other credits and debits in accordance with the financial accounting system utilized by Guardian, with separate accounting for each of the County's Plans.
- J. Guardian must agree that all plan experience and financial data resulting from the administration of the plans is the property of Cook County and will be provided in its entirety to Cook County or its designee upon request at no additional charge, subject to privacy laws and regulations, and Guardian retaining its proprietary information.
- K. For the avoidance of doubt, only County Subscribers electing the Dental HMO Network plan option issued by First Commonwealth Insurance Company are eligible to participate in the College Tuition Benefit Rewards program (the "Program"). Such eligibility is subject to the terms and condition of the Program.
- L. The County's Director of Risk Management is authorized to execute the Subscription Certification and Evidence of Coverage to support the selected DHMO and PPO plans included as **Attachment B** to this document.

2.0 Account Management

Account Management will act as an escalation point for resolution of non-routine issues related to service performance, including; research to identify root cause, designing strategy to resolve issues, and managing to satisfactory resolution.

- A. Guardian shall provide a designated account executive to handle day-to-day requests from the County and any service issues that may arise. The account executive's job

function is to coordinate all internal resources in order to get a resolution to every claim and customer service issue in a timely manner.

- B. Guardian will provide staff knowledgeable of the County's plans/programs to participate in open enrollment meetings and wellness fairs each year, which currently are anticipated to annually include a minimum of 8 benefits fairs and 14 open enrollment meetings, though needs may change from year to year.
- C. Guardian will provide ongoing actuarial and underwriting services including claims analysis, benefit design recommendations, and renewal rates. Guardian will provide Cook County with an expected claims budget for the Self-funded Dental Plan and will help structure or make suggestions in the benefit design of the Dental Plan.

3.0 Implementation

- A. In the event of a significant addition of new employees or product offerings, a designated municipal accounts implementer will work with the County to implement the transition by the agreed to start date.

4.0 Communications

Guardian will provide the service and support required to simplify the benefits enrollment process and enhance the value of coverages.

- A. Guardian shall provide a toll-free employee benefits hotline where dedicated benefits professionals are available to answer any additional questions prior to enrollment. The hotline is available from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday. Support is available in over 150 languages.
- B. GuardianAnytime.com/Cook County is provided as a customized self-service benefits website and is available 24 hours a day. Employees can access a host of services to instantly obtain benefit, coverage and claims information:
 - Review benefit provisions and coverage amounts
 - Find a provider and create customized provider directories
 - View deductible and co-insurance amounts
 - Estimate cost of dental care
 - Track available annual and lifetime maximum amounts

- Check claim status
 - Download, print or email forms, plan material, certificate booklets and ID cards
 - Download GuardianAnytime Mobile to find a provider and view, email or print ID cards directly from iPhone and Android smartphone
 - E-mail customer service.
- C. Guardian must obtain Cook County approval of all marketing materials, general correspondence, or materials to be advertised in the media prior to publication and distribution. All cost associated with this service will be borne by Guardian.
- D. Guardian will provide educational materials to members on how to use the Guardian website including system tools and capabilities.
- E. Guardian shall provide and distribute documents and forms including, but not limited to, member information and/or enrollment materials, Notice of Privacy Practices, certificates of coverage or summary plan documents, claim forms (for out-of-network services), explanations of benefit determinations, conversion materials, exclusive provider directories with provider identifiers, and any other communications and marketing materials required by Cook County. All cost associated with this service will be borne by Guardian.
- F. The issuance of certificates of coverage and identification cards to members (initial and revised) must be within 10 business days of request. All cost associated with this service will be borne by Guardian.
- Guardian will provide PPO ID cards customized with the employee's name and unique ID number.
 - Guardian will provide DHMO ID cards customized with member names and corresponding primary care dentist information data.
 - Member level ID cards are mailed to the member's home addresses.
 - Member ID cards are also available online at www.GuardianAnytime.com. The GuardianAnytime Mobile app allows members to view the ID card image from their iPhone or Android smartphone.
- G. Guardian will provide printed DHMO and PPO directories as needed, at no additional charge.

5.0 Eligibility

- A. Guardian can support electronic data interchange (EDI) as a means to receive eligibility. Information can be received in the HIPAA 834 file format or as a proprietary pre-defined flat file format.
- B. Eligibility can also be updated through GuardianAnytime.com.
- C. Retroactive additions for PPO members can be made up to one year with appropriate documentation and if claims have not been paid, deletions may be made retroactively up to 90 days.
- D. Retroactive adjustments for DHMO members may be made for one month back due to capitation arrangements.

6.0 Claims and Account Administration

Guardian does not assign claims processors to client-specific units. Instead, a full-team approach is used in which all claims processors handle all cases in order of receipt.

The Dental Claim Department is made up of 65 Claims Processors, four Team Leaders/Supervisors, two Quality Analysts, one Manager, one Quality/Compliance Manager and one Professional Review Manager (licensed dentist). The average level of experience for Claims Processors is 18 years, and Team Leaders average 23 years.

A. Dental claim submission process

- The dentist completes a claim form and includes all patient, group and provider information, as well as services rendered, dates of service, ADA codes and fees. The dentist files the claim on behalf of the insured either electronically or by mail. Network dentists almost always submit claims on the patients' behalf; however, it is not a contractual requirement. If x-rays are required, the dentist should attach them to the claim. If a non-network dentist is not willing to submit the claim, the insured should submit the billing statement or statement of services rendered along with the insured and group information. If a treatment plan is expected to exceed \$300, it is highly recommended the dentist follow the pre-determination process by submitting the proposed treatment plan along with x-rays so that Guardian can review to ensure that services are covered under the plan. All claims

from network and non-network dentists are mailed to the same post office box located in Spokane, Washington. Mail is opened and sorted. All mail is imaged and stored within a secure electronic storage platform. Claims are data-entered manually within 24 hours of receipt. Guardian also receives claims electronically from dentists through claims clearinghouses.

Once claims are entered in the system, the auto-adjudication program is run and the results are further sorted into two categories: claims processed for payment or denial via auto-adjudication, and claims rejected from auto-adjudication. Pended claims are forwarded to Claims Processors for review and release. Once processed, all claims are held in hard copy form for up to 45 days and then shredded on site.

- B. Participating PPO dentists are reimbursed on a fee-for-service basis according to contracted fee schedules assigned geographically based on the first three digits of a dentist's zip code. Fee schedules are developed with reference to the FAIR Health Inc. fee database, which Guardian also uses for reasonable and customary fee determinations for non-participating dentists and indemnity claims.

Fee schedules are reviewed every 18 to 24 months to determine whether an update is necessary. When changes are made, fee schedules are updated passively, meaning the new schedules are distributed and considered accepted by the dentist unless he or she contacts Guardian to reject the new schedule and terminate participation. New fee schedules are entered into the system with the schedule effective date. The claim system includes the current schedule and the two prior fee schedules, so that any older claims are paid using the correct fee schedule.

- C. Provider payment per capita and specialty claims for DHMO

Participating DHMO network general dentists receive compensation through a monthly payment for each member enrolled in their office. General dentists may also receive office visit payments, annual guarantee payments, and supplemental payments for specific dental procedures under applicable plan schedules. Specialist dentists are reimbursed through patient charges and a fixed fee schedule.

7.0 Internal Controls

Guardian shall maintain timeliness, comprehensive auditing and internal quality control procedures. Guardian shall have a program in place to prevent and detect internal and external fraud and fraudulent practices. The program must have the ability to screen for potential fraud and systematically review provider claims. Subject to privacy laws and regulations, Guardian will report its fraud findings to the County and any corrective measures, where necessary.

Guardian's internal Customer Experience and Information Support (CEIS) Department is responsible for reviewing a statistically valid sample of all dental claims processed. CEIS utilizes a statistical sampling tool that considers population size, sampling error, confidence level, and expected error rate. The following types of reviews are performed:

- Random reviews of a claim approver's monthly work
- Targeted reviews on areas identified for improvement and/or retraining
- Legislative and compliance reviews
- System paid claims
- Outsourced claims
- Claim adjustments
- Plans that have special accuracy payment guarantees

New plans are also reviewed in their initial stage of being built into the claims system to ensure the accuracy of the benefits sold and processed

Guardian uses a detailed scoring system to evaluate staff, and all results are reported to management on a monthly basis. The scoring system measures financial and procedural accuracy. Procedural errors are identified as a potential risk of a claim being processed incorrectly which may lead to a financial error. Cumulative totals are kept per individual, team, and office.

Review criteria are assessed and analyzed routinely to ensure that correct information is being relayed to all claim management. The quality programs are designed to give a complete, accurate reflection of the work being performed in the various areas and to be used as evaluation measurements and training tools.

Random claims are selected every month. Most reviews are performed post-payment, but the CEIS analysts recreate the scenario by manual intervention so as to replicate time of payment. A target review may also be performed on specific types of claims as requested by the dental management team.

Suspected fraud is detected and pursued in various ways using public/private partnerships, anti-fraud software technology, informational databases, investigative experience and social networking sites. Also, Guardian networks with other insurers throughout the industry and provides continual fraud awareness education to our employees. .

Once the SIU investigation confirms suspected fraud, SIU will alert appropriate state and law enforcement agencies that may assist with the investigation and prosecute the suspected fraud.

8.0 Billing

Guardian can provide the County's bill in an electronic or paper format, organized according to codes, locations, departments, or divisions (on one statement or separately). Every bill has a column for each benefit covered. Guardian provides one consolidated bill for all coverages. Invoices are available to access online via GuardianAnytime.com for up to 14 months. Bills are payable upon receipt, and payment may be made by check, electronic funds transfer, wire transfer, or via GuardianAnytime.com.

Guardian processes eligibility changes and produces a monthly bill approximately 10 to 15 days prior to the due date. Cook County typically receives the bill by the 23rd of the month at which time payment is remitted.

Direct Billing is the most popular funding arrangement. With this arrangement, Cook County does not need to maintain a bank account. Guardian pays all claims monthly and bills Cook County for claims paid on its behalf during the previous month. Direct Billing costs are included in the ASO fees.

9.0 Reports

Guardian will provide thorough Dental financial and claim reporting. Dental reports include information on monthly benefit expenses and segmentation of Dental benefit utilization that enables Cook County to view how benefit programs are being accessed and what services are being rendered. Examples of these reports include: Dental Network Overview, In-Network and Out-of-Network Submitted Dental Charge Comparisons, Top 25 Dental Procedures, Top 25 Dental Providers, Dental Claims by Membership Type, Dental Claims by Benefit Category Comparison.

10.0 Network Development

Guardian will solicit applications from dentists nominated by Cook County or its employees, and recruit dentists to address any specific needs identified.

11.0 Credentialing

Guardian uses the following information from the sources indicated at initial credentialing:

- Current valid license to practice dentistry in the state in which the dentist has his or her primary office location
- State license sanctions
- Valid drug enforcement agency certificate
- Graduation from an accredited dental school
- Identity of the institution where any specialty training was completed
- Confirmation that malpractice insurance is in force, state indemnification or eligibility under the Federal Tort Claims Act (FTCA) or self-insurance. We require malpractice insurance in the amounts of \$200,000/\$500,000 for general dentists and \$500,000/\$1,000,000 for specialists, unless otherwise mandated by the state the dentist is licensed or practicing in.
- Malpractice claim history
- Hospital clinical privileges are not required, but we may elect to confirm that hospital clinical privileges are in good standing (for oral surgeons only). A dentist

may still be approved even if the information from the hospital is incomplete or has not been received

- Practice or work history over at least the last five years
- Attestation by the dentist on the initial application to certain information, such as pending malpractice actions, health status as it relates to the practice of dentistry, OSHA compliance, wheelchair access, emergency coverage, additional languages spoken and office hours.

Guardian re-credentials participating dentists every three years according to a published schedule. Recredentialing includes obtaining verification of the dentist's license status from the Board of Dental Examiners; malpractice claim history from the National Practitioner Data Bank, and DEA Certificate from the National Technical Information Service. The dentist must have a current license in good standing.

A dentist with a dental license on probation will be terminated from the network, regardless of the reason for the probation. At initial credentialing or recredentialing, we will not accept any provider with any felony conviction, or any dentist with clinical restrictions, or any dentist who has had two or more probations, if at least one is in the past ten years

The same credentials and attestation required of PPO applicant dentists, detailed above, are required and reviewed for admission to the DHMO network. In addition, for DHMO applicant dentists, Guardian performs an on-site office assessment, or facility review. The following are evaluated during the on-site facility review:

- Facility (general office appearance)
- Staff (Dental hygiene staff licensure, delegation, collaboration, and supervision must meet statutory requirements.)
- Access
- Infection control
- Facility forms
- Radiation safety
- Mercury hygiene
- Medical emergency preparedness

Guardian shall investigate and address quality care complaints made by members in accordance with Exhibit 1 to this SOW attached hereto.

12.0 Disaster Recovery Plan

Guardian will provide Business Continuity and Disaster Recovery capabilities that are designed and implemented to protect and maintain critical records and essential services for our business customers in the case of an unforeseen event. Profit and support centers also maintain a vital records program and process to ensure critical records are properly backed up and can be recovered in a timely manner. Its Information Technology Office is responsible for updating and maintaining disaster recovery procedures.

In the event of a prolonged outage, Guardian is capable of recovering critical operations using in-house alternate data centers and third-party disaster recovery facilities. To provide uninterrupted customer service, plans are in place and maintained for the availability of alternate workspace should one of our primary work locations become inaccessible for an extended period. Guardian continuously reviews and monitor business requirements for Business Continuity and Disaster Recovery to maintain essential business processes aligned with overall corporate goals and objectives.

In addition to Business Continuity and Disaster Recovery plans at the profit and support center level which incorporate industry best practices and standards, Guardian also maintains Pandemic Plans for responding to such an event to enable continuity of critical business operations and servicing of our customers and policy holders. These plans provide consideration for the impact on people and facilitate compliance with relevant regulatory requirements.

Guardian also maintains a corporate emergency management response plan for efficient and effective corporate planning, communications, and response to crisis situations. This plan provides structure and guidance for our senior and executive management's duties with regard to overall command and control. Our plans are tested on an annual basis with results independently reported by the Enterprise Resiliency & Operational Risk Governance Office to Executive Management and the Risk Management committee led by the company's Chief Financial Officer.

Guardian maintains physical access control, surveillance, counter-terrorism, and other workplace safety measures to provide for reasonable and appropriate protection against unauthorized access, theft, and/or threats to its facilities, staff and visitors. Additionally, Guardian has also implemented a company-wide program to ensure that all paper documents that are discarded are destroyed in accordance with state record retention and destruction laws (e.g., shredding, pulping, etc.). Guardian also performs background screening for all employees consistent with industry standards.

ATTACHMENT A TO SCOPE OF SERVICES
CURRENT DENTAL PLAN DESIGNS

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016
 Dental Only**

Cook County Benefit Overview

	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Dental – HMO		
<i>Annual Deductible</i>	\$0 (None)	\$0 (None)
<i>Benefit Period Maximum</i>	None	None
<i>Preventive</i>	100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016
 Dental Only**

Dental – PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Annual Deductible	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016
 Dental Only**

	network)	network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

Dental	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
HMO	\$0	\$0	\$0
PPO	\$0	\$0	\$0

ATTACHMENT B TO SCOPE OF SERVICES
SUBSCRIPTION CERTIFICATION AND EVIDENCE OF COVERAGE

Subscription Certificate & Evidence of Coverage

Your Dental Plan & How To Use It



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

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The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.

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FIRST COMMONWEALTH DENTAL PPO SUMMARY PLAN DESIGN

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

***SCHEDULE OF MAXIMUM ALLOWANCES**

PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out of network providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any difference between the out of network dentist's charge and the Schedule of Maximum Allowances.

Please note: This summary is not intended to represent a complete description of this plan. A complete description of benefits, limitations and exclusions are included in the Subscription Certificate and Group Master Policy.

DENTAL PPO LIMITATIONS AND EXCLUSIONS OF BENEFITS

Limitations

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

Exclusions

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

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

CERTIFICATE AMENDMENT

(To be attached to your Subscription Certificate)

Group: COOK COUNTY

Amendment Effective: June 1st, 2011

This rider amends your Subscription Certificate by revising the definition of "Dependent" to read as follows:

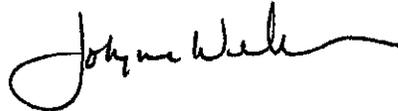
Dependent means your (a) spouse (unless legally separated); (b) unmarried dependent children who are under age 26; and (c) unmarried dependent children who are under age 30, if the children (i) are Illinois residents; (ii) served as members of the active or reserve components of any of the branches of the Armed Forces of the United States; and (iii) have received a release or discharge, other than a dishonorable discharge.

Legal spouse includes a partner to a civil union when that union is in accordance with Illinois law. We treat the civil union partner as a spouse in marriage, and the civil union as a marriage. Such unions also include same- sex relationships from other jurisdictions that provide substantially all of the rights and benefits of marriage.

Eligible children include natural or adopted children, children placed for adoption, stepchildren, and foster children for whom you or your spouse are the legal guardian. Eligibility may also be extended to any child past the age of 26 who is handicapped and dependent on you for support.

Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

First Commonwealth Insurance Company



Jolynne Williamson
President

YOUR BENEFITS INFORMATION - ANYTIME, ANYWHERE

www.GuardianAnytime.com

Insured employees and their dependents can access helpful, secure information about their Guardian benefits(s) online at:

GuardianAnytime.com - 24 hours a day, 7 days a week.

Anytime, anywhere you have an internet connection you will be able to:

- Review your benefits
- Look up coverage amounts
- Check the status of a claim
- Print forms and plan materials
- And so much more!

To register, go to www.GuardianAnytime.com

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Subscription Certificate & Evidence of Coverage

Your Dental Plan & How To Use It



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

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00397485/00049.0/01/0001/F81389/99999999/0000/PRINT DATE: 7/06/16

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Dependent means your (a) spouse (unless legally separated); (b) unmarried dependent children who are under age 26; and (c) unmarried dependent children who are under age 30, if the children (i) are Illinois residents; (ii) served as members of the active or reserve components of any of the branches of the Armed Forces of the United States; and (iii) have received a release or discharge, other than a dishonorable discharge.

Legal spouse includes a partner to a civil union when that union is in accordance with Illinois law. We treat the civil union partner as a spouse in marriage, and the civil union as a marriage. Such unions also include same- sex relationships from other jurisdictions that provide substantially all of the rights and benefits of marriage.

Eligible children include natural or adopted children, children placed for adoption, stepchildren, and foster children for whom you or your spouse are the legal guardian. Eligibility may also be extended to any child past the age of 26 who is handicapped and dependent on you for support.

Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

First Commonwealth Insurance Company



Jolynne Williamson
President

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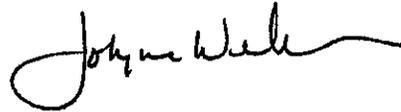
Dependent means your (a) spouse (unless legally separated); (b) unmarried dependent children who are under age 26; and (c) unmarried dependent children who are under age 30, if the children (i) are Illinois residents; (ii) served as members of the active or reserve components of any of the branches of the Armed Forces of the United States; and (iii) have received a release or discharge, other than a dishonorable discharge.

Legal spouse includes a partner to a civil union when that union is in accordance with Illinois law. We treat the civil union partner as a spouse in marriage, and the civil union as a marriage. Such unions also include same- sex relationships from other jurisdictions that provide substantially all of the rights and benefits of marriage.

Eligible children include natural or adopted children, children placed for adoption, stepchildren, and foster children for whom you or your spouse are the legal guardian. Eligibility may also be extended to any child past the age of 26 who is handicapped and dependent on you for support.

Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

First Commonwealth Insurance Company



Jolynne Williamson
President

Welcome to First Commonwealth

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

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

First Commonwealth
550 West Jackson Blvd., Suite 800
Chicago, IL 60661
Member Services: (866) 494-4542
www.firstcommonwealth.net

For Your Information

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

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

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

For Assistance Call (866) 494-4542

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

Your Effective Date of Coverage and Eligibility

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

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

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

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

Qualifying Events

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

Enrollment/Eligibility Period

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

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Choice of Participating Dental HMO Offices

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

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

Dental HMO Quality Assessment

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

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

Changing Your Dental Office Selection

You may change your participating dental office at any time during the benefit year. A change can be made by calling our Member Services Department (866) 494-4542 with the change information. If First Commonwealth is notified by the 15th of the month the change will be effective the first of the following month. If you notify First Commonwealth after the 15th of the month, the change will be effective the first day of the second month following your request. You may call your new dental office to schedule an appointment after your request for a change has become effective.

Specialty Care Referrals

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

How To Make An Appointment

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

Appointments You Cancel

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

Emergency Care

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

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

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

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

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

Identification Cards

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

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

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

Your Payment Responsibilities (Copayment)

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

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

Compensation of Participating Dentist

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

Coordination of Benefits

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

Automatic Renewal of Coverage

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

Refusing Treatment

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

Termination of Coverage

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

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

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

Complaint Resolution Procedures

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

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

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

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

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

Definitions

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

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

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

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

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

Exclusion means any service which is not a Plan Benefit.

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

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

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

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

Limitation means any restriction on a Plan Benefit.

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

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

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

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

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

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

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

SCHEDULE OF BENEFITS - PLAN COOK

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

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

<u>Type of Service</u>	<u>Plan Covers</u>
------------------------	--------------------

PREVENTIVE & DIAGNOSTIC SERVICES

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

MINOR SERVICES

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

MAJOR SERVICES

Removable Dentures **70%**

Complete, Immediate & Partial Dentures, Denture Adjustments Including Reline, Rebase & Repairs, Tissue Conditioning

Crown & Fixed Bridges **70%**

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

OTHER SERVICES

Local Anesthesia **100%**

Miscellaneous **80%**

Space Maintainers, Occlusal Adjustments, Consultation, Desensitizing Medicaments, Treatment for Temporary Relief of Pain (emergency)

Cosmetic **0%**

Labial Veneers

General Anesthesia **85%**

For Oral Surgery When Medically Necessary

ORTHODONTICS

Class I or II Malocclusion \$841-\$1256 savings*

(Treatment begun before age 19)

* Your Payment Responsibility for Orthodontic Services is based on the First Commonwealth fee schedule in effect at the time treatment is initiated. Your Payment Responsibility represents a \$841-\$1256 savings off the prevailing orthodontic fees in the community.

Procedures, services, or treatment not specifically listed in this Schedule of Benefits are excluded. Any non-covered service may be rendered by a General Dentist or Specialist for the usual fee upon agreement by the dentist and Member. Payment for non-covered services will be the sole responsibility of the Member.

DHMO LIMITATIONS AND EXCLUSIONS OF BENEFITS Cook County Plan

Limitations

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

Exclusions

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

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

Summary of Orthodontic Limitations and Exclusions

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

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

F400.0165

YOUR BENEFITS INFORMATION - ANYTIME, ANYWHERE

www.GuardianAnytime.com

Insured employees and their dependents can access helpful, secure information about their Guardian benefits(s) online at:

GuardianAnytime.com - 24 hours a day, 7 days a week.

Anytime, anywhere you have an internet connection you will be able to:

- Review your benefits
- Look up coverage amounts
- Check the status of a claim
- Print forms and plan materials
- And so much more!

To register, go to www.GuardianAnytime.com

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EXHIBIT 2

Schedule of Compensation

SCHEDULE OF COMPENSATION

Projected Enrollment

Projected Enrollment			
HMO	9840	8840	7840
PPO	10915	11915	12915

Total not-to-exceed value of contract (in millions)

Fully Insured DHMO	\$2.22	\$2.05	\$1.86	
PPO	\$6.94	\$7.77	\$8.63	

Maximum Compensation: Compensation under this Contract shall not exceed **\$29,470,000.00** without proper authorization per Section 10.c. Contract Amendments.

SELF-INSURED

- Rates do not need to stand alone

	DHMO (mirroring current plan/schedule)			Dental PPO (mirroring current plan)			Alternative Plan Design 1 For Non-Union DHMO			Alternative Plan 2 For Non-Union PPO ***		
	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
	2019	2018	2017	2019	2018	2017	2018	2017	2018	2017	2018	2019
ASO fee (PEPMD)	N/A	N/A	\$1.75	\$1.75	\$1.75	\$1.75	N/A	N/A	N/A	N/A	\$1.75	\$1.75

ANCILLARY FEES

	Included	Available for specific unit
1. Implementation fees	Not applicable	
2. Eligibility file maintenance & provider certification	Included	
3. Member service (800#, web, IVR)	Included	
4. Standard management reports	Included	
5. Ad hoc reports	Included	
6. Claims data tapes	Not offered	
7. Integration with carve-out care management or wellness vendor	Not offered	
8. Integration with carve-out data warehouse	Not offered	
9. Website for members & prospective members	Included	
10. Website access for member services	Included	
11. SPD production, review & sign-off	Included	
12. Communication production for installation	Not applicable	
13. Communication production for communication of future plan changes/new programs	Included	
14. Communications bulk shipping & handling	Included	
15. Communications shipping and handling to member homes	Not offered	
16. Customized ID card	Included	
17. ID card production	Included	
18. Replacement ID card	Included	
19. Banking	Not applicable	
20. Plan compliance reviews / support	Included	
21. Quarterly management reporting & meetings	Included	
22. Provider profiling	Included	

Proposed Performance Standards/Guarantees

Cook County

Plan year 12/1/2016 - 11/30/2017

Results measured for period 5/1/2016-4/30/2017

	Frequency Measured	Amount of Penalty
Customer Service/Claims Processing		
• Annual dental claims processing of at least 90% in 14 calendar days	Annual	\$2,500
• and at least 99% in 30 calendar days	Annual	\$2,500
• 97% of claims paid accurately	\$200 per late package	\$2,000 max per year
• Guardian Anytime claim Dental reports will be available on time		
Other Customer Service		
• Less than 3% of all DHMO and PPO member calls to Customer Response Unit will be abandoned	Annual	\$2,500
• At least 70% of all DHMO and PPO member calls will be answered in 30 seconds or less	Annual	\$2,500
Account Management Team		
• Semi Annual Financial Meetings (Key Account Manager) (review, renewal, mid- year experience review, discuss benefit options)	Twice a year	\$1,000/meeting
• Overall Customer Satisfaction with Account Management Team (Sales Office Manager will provide AM survey to Cook prior to end of measurement period. Questions relating to responsiveness, accuracy of information supplied, appreciation of and adherence to deadlines, understanding of the challenges facing the County related to their Dental benefits and about the quality of the interaction and working relationship) An overall score of 4 out of 5 point scale or better must be attained.		
Renewal		
• Sales Office to provide Cook County with renewal by July 15 each year.	Annual	\$2,500
PPO Savings Guarantee 36% PPO savings guaranteed	Annual	10% of ASO fees paid
DRL Savings Guarantee 2.5% savings due to application of Dental Review Logic	Annual	10% of ASO fees paid
Recruitment		
• Guardian will conduct a recruiting effort for the PPO and DHMO dental networks and will provide a status report detailing recruitment efforts and network growth to Cook County on a semiannually basis.	Twice a year	\$5,000

Guardian Life Insurance Company of America

**DentalGuard Preferred PPO/First Commonwealth DHMO
Network Recruitment Guarantee
Cook County**

With over 50 years in providing flexible group benefits solutions, Guardian provides exceptional value by delivering high quality service and support specifically designed to meet the unique needs of customers. Our experienced, dedicated account teams are committed to help employers reduce costs, increase efficiency, and simplify plan administration.

Cost-Effective Care

Backed by one of the nation's largest dental PPO networks, Guardian offers discounts averaging 30%, making it simple to find a dentist offering high quality, affordable care.

Personalized Service

We offer top-notch service with one of the fastest claims turnaround times in the industry – two day average claims turnaround time, with 99% accuracy.

Guardian offers innovative, flexible plan designs and features

Customers can choose from a wide range of cost-effective plans designed to maximize choice and minimize cost. Our innovative plan features help members get more value from their dental benefits.

As part of our commitment to meet your unique needs, reduce your claims costs and provide increased access to network dentists, Guardian proposes the following recruitment strategy for the employees of Cook County.

Develop Recruitment Materials

Cook County to approve the use of their name in recruitment efforts and marketing materials:

- Guardian will provide a recruitment letter on Guardian letterhead to include Cook County's name along with the number of members in the area.
- Guardian will work with Cook County to produce a customized solicitation letter using their letterhead, name and logo for this unique recruitment effort.

Recruitment Strategy

Guardian will focus the recruitment efforts as follows:

- To reduce the out-of-pocket expense for members of Cook County PPO, Guardian will focus recruitment efforts on the top non-participating dentists based on paid claims. The dentists to be targeted are the non contracted PPO dentists with greater than \$5K in paid claims.
- To improve access to FCW DHMO Specialists, recruitment efforts will focus on Orthodontists and Pediatric Dentists within the Cook County area.
- Guardian's local Regional Network Managers (PPO and DHMO) will continue to expand Guardian's DentalGuard Preferred PPO Network and First commonwealth's DHMO network with the Cook County area.
- FCW DHMO Recruiters will actively contact each GP office that has "opted out" of Cook county or is "Closed to new enrollment" with the goal of improving access to Cook County DHMO members.
- Members can nominate their current out-of-network dentists with Guardian's customized PPO/DHMO nomination forms.
- Guardian will follow up on every nomination from Cook County members.

Recruitment Methods

Face-to-face recruiting combined with telephonic outreach can produce the best results to recruit these key dentists.

- Guardian's Regional Network Managers will conduct face-to-face recruitment visits (as needed).
- Guardian's Regional Network Managers will be supported by an experienced telephonic recruitment team in Spokane, WA.
- The following recruitment methods will be used:
 - Mailing of specialized solicitation letters and/or postcards
 - Follow-up telephone calls
 - On-site recruitment visits

Deliverables

- Guardian will utilize the utilization data reports to target the top PPO out of network dentists based on dollars paid with the goal of reducing claims costs and offering increased access to in-network dentists. This recruitment strategy will focus on every non contracted dentist with greater than \$5K in paid claims.
- Guardian will diligently follow up on all recruitment requests made by the members of Cook County over the 12 month period.
- Guardian will focus DHMO recruitment efforts on Orthodontists and Pediatric Dentists with the goal of improving access to Specialty Care.
- Guardian's DHMO recruitment team will contact each DHMO GP office that is not currently open to enrollment to Cook County members with the goal of increasing access to a GP location.
- Guardian will provide a status report detailing recruitment efforts and network growth to Cook County semiannually for three years.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	MBE/WBE Goals
Goods and Services	25% 10%
Construction	24% 10%
Professional Services	35% Overall

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35%. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.**
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

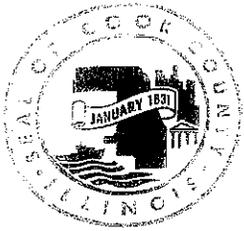
VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 © Chicago, Illinois 60602 © (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

August 25, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1518-14993
Employer Sponsored Dental Benefits
Risk Management

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: The Guardian Life Insurance Co. of America
Contract Value: 29,470,000.00
Contract Goal: 35% overall MWBE participation

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment*</u>
Risk Management Solutions of America, Inc.	MBE (6)	Cook County	30% Direct
Risk Management and Information Systems, Inc.	WBE (6)	City of Chicago	5% Direct

*Percentages are based on administrative cost.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/la

Cc: Deanna Zalas, Risk Management

Enclosures: Revised MWBE Forms

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent – Form 2).

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

NOTE: 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: Risk Management Solutions of America, Inc.
Address: 309 West Washington Street, Suite 200, Chicago, IL 60606
E-mail: bjones@rmsoa.com
Contact Person: Bennie Jones Phone: 312-960-6206
Dollar Amount Participation: \$ \$296,026.07 (est) (12/1/16-11/30/19)
Percent Amount of Participation: 30% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: Risk Management and Information Systems, Inc.
Address: 151 North Michigan Avenue, Suite 2404, Chicago, IL 60601
E-mail: celeste_rmis@sbcglobal.net
Contact Person: Celeste D. Watts Phone: 312-819-1065
Dollar Amount Participation: \$ \$49,337.68 (est) (12/1/16-11/30/19)
Percent Amount of Participation: 5% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Risk Management Solutions of America Inc. Certifying Agency: _____
Contact Person: Bennie Jones Certification Expiration Date: _____
Address: 309 West Washington Street, Suite 200 Ethnicity: _____
City/State: Chicago Zip: 60606 Bid/Proposal/Contract #: 1518-14933
Phone: 312+-960-6206 Fax: _____ FEIN #: _____
Email: bjones@rmsoa.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Customer Service Support

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

30% DHMO 12/1/16 - 11/30/19

\$70,832.57 (est.)

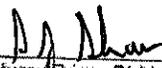
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

Bennie Jones
Print Name

Risk Management Solutions of America
Firm Name

8-22-16
Date


Signature (Prime Bidder/Proposer)

Stuart J. Shaw
Print Name

First Commonwealth, Inc.
Firm Name

8-23-16
Date

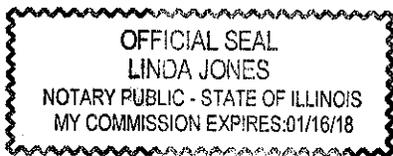
Subscribed and sworn before me
this 22ND day of August, 2016
Notary Public Linda Jones

SEAL

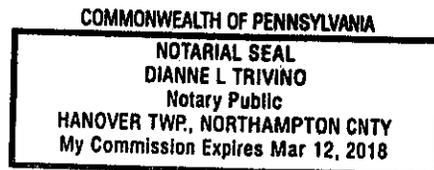
Subscribed and sworn before me
this 23RD day of August, 2016
Notary Public Dianne L. Trivino

SEAL

M/WBE Utilization Plan - Form 2



Revised: 1/29/14



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Risk Management Solutions of America Inc. Certifying Agency: _____

Contact Person: Bennie Jones Certification Expiration Date: _____

Address: 309 West Washington Street, Suite 200 Ethnicity: _____

City/State: Chicago Zip: 60606 Bid/Proposal/Contract #: 1518-14933

Phone: 312-960-6206 Fax: _____ FEIN #: _____

Email: bjones@rmsoa.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Customer Service Support

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

30% PPO 12/1/16 - 11/30/19

\$225,193.50 (est.)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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]
Signature (M/WBE)

Bennie Jones
Print Name

Risk Management Solutions of America
Firm Name

8-22-16
Date

[Signature]
Signature (Prime Bidder/Proposer)

Stuart J. Shaw
Print Name

First Commonwealth, Inc.
Firm Name

8-23-16
Date

Subscribed and sworn before me
this 22nd day of August, 2016

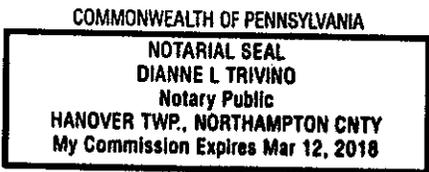
Notary Public [Signature]

SEAL

Subscribed and sworn before me
this 23rd day of August, 2016

Notary Public [Signature]

SEAL



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Risk Management and Information Systems, Inc.
Contact Person: Celeste D. Watts
Address: 151 North Michigan Avenue, Suite 2404
City/State: Chicago Zip: 60601
Phone: 312-519-1065 Fax: 312-819-1076
Email: celeste_rmis@sbcglobal.net

Certifying Agency: City of Chicago
Certification Expiration Date: 9/30/2019
Ethnicity: Black / Female
Bid/Proposal/Contract #: 1518-14933
FEIN #: 36-39 79 612

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?
 No Yes - Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Customer Service Support

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

5% DHMO 12/1/16 - 11/30/19
\$11,805.43 (est.)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Celeste D. Watts
Signature (M/WBE)

Celeste D. Watts
Print Name

Risk Management and Information Systems, Inc.
Firm Name

8/23/16
Date

Stuart J. Shaw
Signature (Prime Bidder/Proposer)

Stuart J. Shaw
Print Name

First Commonwealth, Inc.
Firm Name

8/24/2016
Date

Subscribed and sworn before me
this 23rd day of August, 2016.
Notary Public [Signature]
SEAL

Subscribed and sworn before me
this 24th day of August, 2016.
Notary Public [Signature]
SEAL

M/WBE Utilization Plan - Form 2

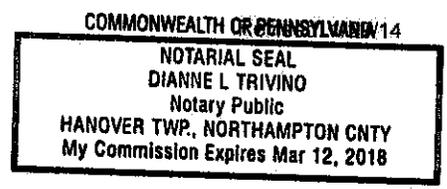
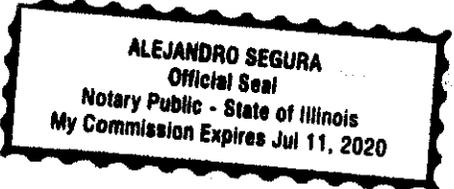


EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<u>Disqualification</u>
<u>Check Complete</u>

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:1518-14993	Date: August 8, 2016
Total Bid or Proposal Amount:	Contract Title: Cook County Dental Benefits
Contractor: First Commonwealth, Inc., a wholly-owned subsidiary of The Guardian Life Insurance Company of America	Subcontractor/Supplier/ Subconsultant to be added or substitute: Risk Management Solutions of America Inc.
Authorized Contact for Contractor: Stefanie Pike	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Bennie Jones
Email Address (Contractor): stefanie_pike@glic.com	Email Address (Subcontractor): bjones@rmsoa.com
Company Address (Contractor): 7 Hanover Square	Company Address (Subcontractor): 309 West Washington Street, Ste 200
City, State and Zip (Contractor): New York, NY 10004	City, State and Zip (Subcontractor): Chicago, Illinois 60606
Telephone and Fax (Contractor) Tel: (312) 279-2204	Telephone and Fax (Subcontractor) Tel: (312) 960-6206 / Fax: (312) 960-1920
Estimated Start and Completion Dates (Contractor) December 1, 2016 to November 30, 2019	Estimated Start and Completion Dates (Subcontractor) December 1, 2016 to November 30, 2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of
	Subcontract for Services or Supplies
Administrative, Health Fair and Enrollment Support	\$296,026.07 (PPO \$225,193.50, DHMO \$70,832.57)

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor First Commonwealth, Inc., a wholly-owned subsidiary of The Guardian Life Insurance Company of America

Stuart J. Shaw
Name

Title Vice President

[Signature]
Prime Contractor Signature

8/9/16
Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<u>Disqualification</u>
<u>Check Complete</u>

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:1518-14993	Date: August 8, 2016
Total Bid or Proposal Amount:	Contract Title: Cook County Dental Benefits
Contractor: First Commonwealth, Inc., a wholly-owned subsidiary of The Guardian Life Insurance Company of America	Subcontractor/Supplier/ Subconsultant to be added or substitute: Risk Management and Information Systems, Inc.
Authorized Contact for Contractor: Stephanie Pike	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Celeste D. Watts
Email Address (Contractor): Stefanie_pike@glic.com	Email Address (Subcontractor): Celeste_rmis@sbcglobal.net
Company Address (Contractor): 7 Hanover Square	Company Address (Subcontractor): 155 North Michigan Ave, Suite 723
City, State and Zip (Contractor): New York, New York 10004	City, State and Zip (Subcontractor): Chicago, Illinois 60601
Telephone and Fax (Contractor): Tel: (312) 279-2204	Telephone and Fax (Subcontractor): Tel: (312) 819 -1065 / Fax: (312) 819 -1078
Estimated Start and Completion Dates (Contractor) December 1, 2016 to November 30, 2019	Estimated Start and Completion Dates (Subcontractor) December 1, 2016 to November 30, 2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
	Customer Service Support

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: First Commonwealth, Inc., a wholly-owned subsidiary of The Guardian Life Insurance Company of America
Stuart J. Shaw
 Name _____
 Title Vice President _____
[Signature]
 Prime Contractor Signature _____ Date 8/9/16

EXHIBIT 5
Evidence of Insurance

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
6/30/2016

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 Commercial Lines Wells Fargo Insurance Services USA, Inc. 150 East 42nd Street, 16th Floor New York, NY 10017	CONTACT NAME: Fred McIntosh PHONE (A/C, No, Ext): 917.260.2210 E-MAIL ADDRESS:	FAX (A/C, No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER B: ACE Property and Casualty Ins. Co.</td> <td></td> <td>20699</td> </tr> <tr> <td>INSURER C: Trumbull Insurance Company</td> <td></td> <td>27120</td> </tr> <tr> <td>INSURER D: Twin City Fire Insurance Company</td> <td></td> <td>29459</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hartford Fire Insurance Company		19682	INSURER B: ACE Property and Casualty Ins. Co.		20699	INSURER C: Trumbull Insurance Company		27120	INSURER D: Twin City Fire Insurance Company		29459	INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER E:																						
INSURER F:																						
INSURED The Guardian Life Insurance Co. of America 7 Hanover Square New York, NY 10004																						

COVERAGES**CERTIFICATE NUMBER:** 10642794**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	10CS47902	10/01/2015	10/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	10ABS47903	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			M00580326 003	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	10WNS47900	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D			X	10WBRS47901 Deductible: \$250,000	10/01/2015	10/01/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Cook County, its officials, employees and agents are included as Additional Insureds with respect to operations performed on a primary non contributory basis when required in written agreement subject to the terms & conditions of the General Liability & Commercial Auto policy.

CERTIFICATE HOLDER**CANCELLATION**

COOK COUNTY DEPARTMENT OF RISK MANAGEMENT
 118 N. CLARK ST., ROOM 1072
 CHICAGO, IL 60602

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Guardian Life Insurance Company	
POLICY NUMBER See Certificate Number: 570062942343			
CARRIER See Certificate Number: 570062942343	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Excess Layers

10/1/2015 - 10/1/2016
Policy # 596505616
Continental Casualty Company
Limit \$10,000,000 excess \$15,000,000

10/1/2015 - 10/1/2016
Policy # 018348961
Illinois National Insurance Co
Limit \$10,000,000 excess \$25,000,000

10/1/2015 - 10/1/ 2016
Policy # 82437775
Federal Insurance Company
Limit \$10,000,000 excess \$35,000,000

10/1/2015 - 10/21/2016
Policy # 10DE014727115
Hartford Accident & Indemnity Company
Limit \$5,000,000 excess \$40,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/06/2016

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED The Guardian Life Insurance Company 7 Hanover Square New York NY 10004 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Insurance Co NAIC # 23817	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570062941077** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			025011777 SIR applies per policy terms & conditions	11/15/2015	11/15/2016	Limit (1) \$10,000,000

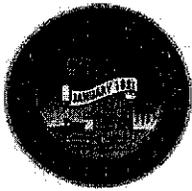
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Media Content Insurance, Security and Privacy Liability Insurance, Regulatory Action Sublimit of Liability, Network Interruption Insurance, Event Management Insurance, and Cyber Extortion Insurance are included in coverage.

CERTIFICATE HOLDER Cook County Department of Risk Management 118 N. Clark St., Room 1072 Chicago IL 60602 USA	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
--	--

Holder Identifier :

Certificate No : 570062941077

EXHIBIT 6
Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-4978	Version:	1	Name:	First Commonwealth, Inc., wholly owned subsidiary of The Guardian Life Insurance Company of America, Chicago, Illinois Employer Sponsored Dental Benefits
Type:	Contract	Status:			Approved
File created:	8/24/2016	In control:			Board of Commissioners
On agenda:	9/14/2016	Final action:			9/14/2016
Title:	PROPOSED CONTRACT				

Department(s): Risk Management

Vendor: First Commonwealth, Inc., wholly owned subsidiary of The Guardian Life Insurance Company of America, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Employer Sponsored Dental Benefits

Contract Value: \$29,470,000.00

Contract period: 12/1/2016 - 11/30/2019, with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2017 \$9,160,000.00, FY 2018 \$9,820,000.00, FY 2019 \$10,490,000.00

Accounts: 542-177

Contract Number(s): 1518-14993

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation

The Chief Procurement Officer concurs.

Summary: The Department of Risk Management is requesting authorization for the Chief Procurement Officer to award a contract to First Commonwealth, Inc. a wholly owned subsidiary of Guardian ("Guardian") to provide employer sponsored dental insurance benefits for Cook County Employees. Cook County currently offers both DHMO and DPPO dental plan options for all eligible employees. The plan design, including applicable co-pays and out-of-pocket maximums, is negotiated through the collective bargaining process. Employees do not contribute to the cost of the plans. The expense is covered through annual appropriations.

The Director of Risk Management is authorized to review and approve the Subscription Certification and Evidence of Coverage to support the selected DHMO and DPPO plans.

This contract is awarded through Request for Proposal (RFP) procedures in accordance with the Cook County Procurement Code. Guardian was selected based on established evaluation criteria.

Sponsors:

Indexes: DEANNA ZALAS, Director, Department of Risk Management

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/14/2016	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT

Department(s): Risk Management

Vendor: First Commonwealth, Inc., wholly owned subsidiary of The Guardian Life Insurance Company of America, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Employer Sponsored Dental Benefits

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Contract No. 1518-14993
Employer Sponsored Dental Benefits

EXHIBIT 7
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective as of the 15 day of ~~August~~ 2016, by and between the County of Cook ("County"), a public body corporate of the State of Illinois, hereinafter referred to as "Covered Entity", and First Commonwealth Inc., a wholly owned subsidiary of The Guardian Life Insurance Company of America, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

Business Associate may have access to Protected Health Information ("PHI") from or on behalf of Covered Entity. To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"). The HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164, Pub. Law No. 104-191 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH").

Business Associate agrees that as of the effective date this Agreement it shall abide by the provisions of this Agreement with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

- (a). Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information subject to the exceptions set forth in 45 C.F.R. 164.402.
- (b). Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity named above.
- (c). Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Cook County.
- (d). Electronic Protected Health Information. "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (e). Individual. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (f). Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

- (g). Protected Health Information. "Protected Health Information" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 106.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (h). Required By Law. "Required By Law" shall have the same meaning as the term "Required By Law" in 45 C.F.R. 164.103.
- (i). Secretary. "Secretary" shall mean the Secretary of the U.S Department of Health and Human Services or his designee.
- (j). Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, and 164.
- (k). Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- (a). For purposes of this Part 2, Business Associate shall ensure that any obligations, restrictions, or conditions set forth herein shall apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (c). Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and the HITECH Act.
- (d). Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e). Business Associate must, following the discovery of a Breach, non-permitted use or disclosure, security incident, or other incident affecting unsecured Protected Health Information, notify the Director of Risk Management for Cook County without unreasonable delay, and no later than 5 days from the date that the Business Associate discovers such Breach, non-permitted use or disclosure, security incident, or other incident. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's discovery. On behalf the County, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices as directed by the Director of Risk Management for Cook County. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs. In the event of a disagreement, final determination of a Breach will be made by the Director of Risk Management for Cook County.
- (f). If applicable, Business Associate shall provide access, at the request of Covered Entity, and in a

reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or an individual's designee in order to meet the requirements under 45 C.F.R. 164.524.

- (g). Business Associate shall, when directed by Covered Entity, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.
- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by Covered Entity.
- (j). Business Associate shall provide to Covered Entity when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k). To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information shall comply with the provisions set for herein.
- (a). Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in this Agreement.
 - (b). Business Associate may use or disclose Protected Health Information as Required by Law.
 - (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
 - (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth below in Section 3.1 (f), (g), and 3.2.
 - (e). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

- (f). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (g). Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (h). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

3.2 Data Ownership

Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all Protected Health Information of Covered Entity that Business Associate creates, receives, maintains or transmits and that such all such right, title, and interest is vested in Covered Entity; nor shall Business Associate nor any of its employees, agents, consultants or assigns have any right, title or interest to any of the Protected Health Information. Business Associate shall not use the Protected Health Information in any form including, but not limited to, stripped, de-identified, or aggregated information, or statistical information derived from or in connection with the Protected Health Information, except as expressly set forth in this Agreement. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any Protected Health Information without Covered Entity's express written consent.

4. OBLIGATIONS OF COVERED ENTITY

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a). Covered Entity shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b). Covered Entity shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c). Covered Entity shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's

use or disclosure of Protected Health Information.

- (d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate with Protected Health Information .

4.2 **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except for uses and disclosures under Section 3.2.

5. **TERMINATION**

- (a). Term. This Agreement shall be effective as of the Effective Date, and shall either terminate when Covered Entity provides written notice to Business Associate or as provided in 5(b), Termination for Cause, below.
- (b). Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- (c). Effect of Termination.
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, or maintained by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning or destroying it infeasible. If Covered Entity agrees that such return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
 - 3. The provisions of this Section 5(c), Effect of Termination, shall survive the termination of this Agreement.

6. **MITIGATION**

- (a). Mitigation. To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of this Agreement.

7. **MISCELLANEOUS**

- (a). Regulatory References. A reference in this Agreement to a Section in HIPAA or the HITECH Act means the Section as in effect or as amended.
- (b). Amendment. The Parties agree to meet and confer regarding amendment of this Agreement from time to time as is necessary for either Party or both Parties to comply with the requirements of HIPAA and the HITECH Act. Any amendment, however, must be mutually agreed upon by the Parties in writing. In the event the Parties are, for any reason, unable to agree on an acceptable amendment, either Party may terminate this Agreement on written notice to the other Party.
- (c). Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the HIPAA and the HITECH Act as may be amended from time to time.
- (d). Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HITECH Act issued by HHS or the Office for Civil Rights ("OCR") from time to time.
- (e). No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE

COVERED ENTITY

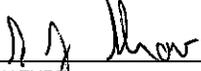
Stuart J. Shaw

TYPE OR PRINT YOUR NAME

TYPE OR PRINT YOUR NAME

TITLE VICE PRESIDENT

TITLE


SIGNATURE

8/15/16
DATE

SIGNATURE

DATE

Contract No. 1518-14993
Employer Sponsored Dental Benefits

EXHIBIT 8
Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. ** SEE BELOW*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

** The Company is in compliance with the Illinois Human Rights Act, and makes extensive efforts to ensure that no discrimination in employment occurs. The Company does not, however, maintain written affirmative action plans.

**SECTION 3
REQUIRED DISCLOSURES**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No: X _____

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

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name First Commonwealth, Inc. ("FCW, Inc."), a wholly owned subsidiary of The Guardian Life Insurance Company of America ("Guardian")

D/B/A: _____ FEIN NO.: 75-215228

Street Address: 550 W. Jackson Blvd., Suite 750

City: Chicago State: Illinois Zip Code: 60661

Phone No.: 800-933-3136 Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
The Guardian Life Insurance Company of America ("Guardian")	7 Hanover Square New York, NY 10004	100%

2. If the interest of any Person 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
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
SEE ATTACHED			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Stuart J. Shaw, on behalf of FCW, Inc., a wholly owned subsidiary of Guardian
Name of Authorized Applicant/Holder Representative (please print or type)

Vice President
Title

Stuart J. Shaw
Signature

8/9/16
Date

stu_shaw@glic.com
E-mail address

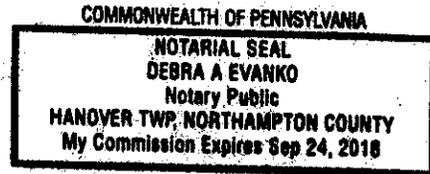
610-807-8222
Phone Number

Subscribed to and sworn before me
this 9th day of August 2016

My commission expires: 9/24/18

x Debra A Evanko
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: First Commonwealth, Inc., a wholly owned subsidiary of Guardian

Address of Person Doing Business with the County: 550 W. Jackson Blvd., Suite 750, Chicago, IL 60661

Phone number of Person Doing Business with the County: (312) 279 - 2204

Email address of Person Doing Business with the County: stefanie_pike@glic.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Stefanie Pike, Key Account Manager, (tel) 312-279-2204; (e-mail) stefanie_pike@glic.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract number: 1518-14993

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 8,750,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Richard Sanchez, Senior Contract Negotiator, Cook County, 118 N. Clark, Room 1018,

Chicago, IL 60602; Deanna Zalas, Director, Risk Management, Cook County, 118 N. Clark, Room 1072, Chicago, IL 60602

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Richard Sanchez, Senior Contract Negotiator, Cook County, 118 N. Clark, Room 1018,

Chicago, IL 60602; Deanna Zalas, Director, Risk Management, Cook County, 118 N. Clark, Room 1072, Chicago, IL 60602

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

X The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity. "Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have **personal knowledge of such information.**

I. Contract Information:

Contract Number: 1518-14993

County Using Agency (requesting Procurement):

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): First Commonwealth Inc.

Substantial Owner Complete Name: The Guardian Life Insurance Company of America

FEIN# 75-215228

Date of Birth: _____ E-mail address: _____

Street Address: 550 W. Jackson Blvd., Suite 750

City: Chicago State: Illinois Zip: 60661

Home Phone: (800) 933-3136 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **(NO)**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **(NO)**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **(NO)**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **(NO)**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **(NO)**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **(NO)**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner **YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation **YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default **YES or NO**

Other factors that the Person or Substantial Owner believe are relevant. **YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Stuart J. Shaw Date: 8/9/16

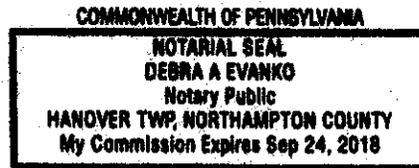
Name of Person signing (Print): Stuart J. Shaw Title: Vice President

Subscribed and sworn to before me this 9th day of August, 20 16

Debra A. Evanko
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

First Commonwealth, Inc., a wholly owned sub of Guardian Corporation's Name Stuart J. Shaw *Stuart J. Shaw*
Vice President's Printed Name and Signature

610-807-8222 Telephone stu_shaw@glic.com Email

[Signature] Assistant Secretary Signature 9/15/16 Date

Execution by LLC

LLC Name _____ *Member/Manager Printed Name and Signature

Date _____ Telephone and Email _____

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name _____ *Partner/Joint Venturer Printed Name and Signature

Date _____ Telephone and Email _____

Execution by Sole Proprietorship

Printed Name Signature _____ Assumed Name (if applicable) _____

Date _____ Telephone and Email _____

Subscribed and sworn to before me this 15th day of August, 2016.

LESLIE LAWRENCE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6229069

Qualified in Kings County
My Commission Expires: 10/04/2018
My Commission Expires October 04, 2018

[Signature]
Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 21 DAY OF September, 2016

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

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

1518-14993

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 14 2016

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 29,470,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

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

Date