PROFESSIONAL SERVICES AGREEMENT

TRAFFIC SAFETY SCHOOL

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY CIRCUIT COURT

AND

NATIONAL SAFETY COUNCIL

CONTRACT NO. 2108-18660

PURCHASE ORDER NO.: 70000236195

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 5 Evidence of Insurance
Exhibit 6 Board Authorization
Exhibit 7 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 National Safety Council, doing business as a Corporation of the State of IL hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on July 28, 2022, as evidenced by Board Authorization letter attached hereto as EXHIBIT 5.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Traffic Safety School. 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 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 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 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 Sub-Contractors/Suppliers/Sub-Consultant Form
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	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 must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its 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 assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The 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. A list of Key Personnel is found in Exhibit 1, Scope of Services.

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 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 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

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.

The Contractor shall require all Subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor 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:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 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:

(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) 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) **Professional Liability (Errors & Omissions)**

The Contractor shall secure insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Contractor's obligations under this Contract and shall have a limit of liability of not less than $1,000,000 per claim.

If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

(e) **Network Security & Privacy Liability (Cyber)**

The Contractor shall secure coverage for first and third-party claims with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain “extended reporting” coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. 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 requirements specified herein.

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.

(b) **Insurance Notices**

The Contractor shall provide the Office of the Chief Procurement Officer with sixty (60) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The 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 the Contractor commences performance of its part of the work, the 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 Contract 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 the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

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

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, 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. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition, or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove 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 must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All 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 its term shall begin on September 9, 2022 ("**Effective Date**") and continue until September 8, 2027, 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 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 three (3) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity 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, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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.

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 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 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 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 individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

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

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

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

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

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

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

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement.

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

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to 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 and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

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

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

iv) The right to money damages;

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

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

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

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

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

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

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

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

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

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(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 Section10.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 cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the 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.

iv) 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.

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.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of

Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work

exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the

Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))
All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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: Office of the Chief Judge
Circuit Court of Cook County
69 West Washington Street, Suite 3300
Chicago, Illinois 60602
Attention: James Anderson, CPA

and

Cook County Chief Procurement Officer
69 West Washington Street, Suite 3000
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: National Safety Council
1121 Spring Lake Drive
Itasca, IL 60143
Attention: Lorraine M. Martin

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

National Safety Council (NSC) shall operate a Traffic Safety Program (TSP / TSS) pursuant to the authority granted in Illinois Supreme Court Rule 529(c) in compliance with the Conference of Chief Circuit Judges standards for a period of five years with three one- year renewal options for the Circuit Court of Cook County, Illinois (Court). NSC shall manage all aspects of the Traffic Safety Program, including course instruction, course scheduling, recordkeeping, and reporting, staffing, management, budget, finance, curriculum, research, training, and other duties in accordance with the Scope of Services.

NSC shall, in all respects, provide the services and meet the requirements of the standards set forth in the Professional Services Agreement. NSC shall be compensated for performing the services required of this contract with course and other fees collected. All aspects of the TSP shall be conducted and performed in accordance with the Traffic Safety Program Standards adopted by the Conference of Chief Circuit Judges, currently dated February 15, 2008.

DEFINITIONS

Certificate Reprint Fee: NSC may collect a fee for processing additional copies of the Traffic Safety Course Program Completion Certificate **.**

Clerk of the Circuit Court of Cook County (Clerk): The State Agency responsible for the maintaining records and collecting fees and fines for cases is the Circuit Court of Cook County. The Clerk's Office is responsible for maintaining the E-Plea (the court's Online Traffic System), Traffic Safety School requests, and related course fees.

Credit Card Chargeback Fee: NSC shall collect a fee for processing each transaction if the original charge is subsequently reversed.

Court diversion envelope: An envelope given by a law enforcement officer to a traffic case defendant that contains information about the Traffic Safety Program and instructions to select to attend Traffic Safety School (TSS), to plead guilty and pay a fine, or to request a court date.

Enrollment: The assignment of a course date, time, and location by NSC pursuant to request from a referral or by court order.

E-Plea: is the Court's on-line application used for court diversion. Motorists may register for Traffic Safety School through E-Plea.

Ineligibility Fee: May be charged when a motorist is determined not qualified to take any of the Traffic Safety School Courses.

Motorist/Referral/Student: Any person who 1) elects through the court diversion envelope to go on court supervision pending completion of a TSP course; 2) pleads guilty in a traffic case in court and is ordered to TSS; or 3) is adjudicated guilty in traffic case in court and is ordered to TSS.

Quarterly: Unless otherwise specified, each reference to periodic activity shall be based on the start date of Cook County's Fiscal Year. The Cook County Fiscal Year begins on December 1.

Re-enrollment: The reassignment of a course date, time, and location by NSC after a referral fails to complete a scheduled course within the time allotted by the Circuit Court of Cook County.

Reenrollment Fee: NSC may collect and retain a reenrollment fee when a referral fails to complete a scheduled course within the time allotted by the Circuit Court of Cook County. NSC may waive the fee if circumstances dictate

Reschedule: A motorist's request to reassign a TSP course date, time, and/or location.

Rescheduling Fee: NSC may collect and retain a rescheduling fee when a student asks to reassign a TSP course date, time, and/or location less than 14 days from their scheduled course date. NSC may waive the fee if circumstances dictate.

Traffic Records Information Management System (TRIMS): The case management system used by the Clerk of the Circuit Court.

Traffic Safety Program (TSP): A court diversion program for certain traffic offenses as authorized by Illinois Supreme Court Rule 529(c) and governed by Traffic Safety Program Standards adopted by the Conference of Chief Circuit Judges. TSP is comprised of multiple courses designed to help drivers learn tactics to lawfully operate motor vehicles.

Traffic Safety School (TSS): TSS is the National Safety Council's (NSC) traffic safety courses, including online and in-person components and the administration thereof.

Transmit Date: The date NSC sends the completion file to the county.

Key Personnel

NSC will continue to provide a highly skilled team of personnel necessary to perform all of the services detailed in this Agreement. In addition, this program will continue to have the full support of executive management, which commits its best personnel to ensure NSC meets the program compliance standards.

Program Management Team
The Program Management team consists of a majority of associates that have previously participated in the day-to- day operational support of the Cook County Program.

- Sherry Sylvester — Operations Director, Roadway Safety Training and DMC
- Angela Agrippino — Senior Manager, Driver Safety Programs
- Becky Halliday — Manager, Business Systems

- Elizabeth Keating Supervisor, State Programs
- Odalis Gaskins-Ginarte DMC Instructor Coordinator
- Teresa Grenga DMC Program Administrator
- Maurice Vincent VP, Customer Solutions & Support
- Ryan Crank Business Development Manager, Sales

Sales Brief summaries and time commitments of these positions are as follows:

Sherry Sylvester will devote 10% of her time to the Cook County TSS Program and will serve in the Account Manager role for this contract. Sherry will be responsible to direct at the highest level, overall operations and customer service, as well as ensuring all regulatory and financial requirements of this contract are met. Sherry will work with the County on growth and promotion of the TSP as well as changes to systems or processes to drive efficiencies over the life of the contract. The remainder of Sherry's time is spent directing the overall finances and operations of NSC Driver Safety and Work Zone training programs as well as other DMC state and court programs.

Angela Agrippino will devote 20% of her time to the Cook County TSS Program and will be responsible for managing daily operations, administration, and customer support. Angela will ensure service excellence and regulatory compliance at all levels, adherence to call-handling protocol, and timely execution of established processes with special attention to PII and PCI compliance. The remaining 80% of her time will be dedicated to similar responsibilities for other state and court driver safety programs administered by the NSC DMC and managing program supervisor staff.

Becky Halliday will devote 20% of her time to the Cook County TSS Program, with her main responsibility covering regulatory/system compliance. This includes the maintenance of the Cook County participant database and registration website and provides support as needed to National Safety Council's Cook County staff. The remaining 80% of her time will be dedicated to maintaining participant databases and registration websites for additional NSC State-Approved Driving Courses, facility management at the DMC in Syracuse and managing safety and ergonomics for DMC staff.

Elizabeth Keating will dedicate 25% of her time to the Cook County TSS Program with responsibilities of overseeing the Cook County part-time instructors (PTI) to include training/monitoring/coaching, maintaining all classroom sites within Cook County, and providing support as needed to National Safety Council Cook County staff. The remaining 75% of her time will be dedicated to overseeing PTI for other DMC state programs, managing the Massachusetts Driver Retraining and Junior Operator programs, managing the Massachusetts leased and rental classroom locations, and assisting with the testing of participant databases and registration websites for additional NSC state-approved driving courses.

Odalis Gaskins-Ginarte will dedicate 40% of her time to the Cook County TSS Program, with responsibilities of scheduling of classes, securing classroom rental facilities, assigning instructors, processing class completions, ordering training materials and supplies, submitting payroll documentation, scheduling PTI monitoring, and providing support in the Cook County calling queue for registrations. The remaining 60% of her time will be dedicated to supporting NSC part-time instructors located in Massachusetts, Illinois, New **J**ersey and New York and providing support as needed to the DMC customer service team.

Teresa Grenga will dedicate 80% of her time to the Cook County TSS Program and will ensure completion of the daily administrative processes of the Cook County TSS program, including processing online class completions, ensuring accuracy of data transmits to Cook County, completion of data entry into the NSC DMC Business System, monitoring customer touchpoints, processing judge-ordered referrals, and preparing end-of-month and financial reports for management staff. Jessica will complete the daily electronic transmit from NSC to the Court and will be the primary contact for each of the six district Clerk's offices. The remaining 20% of her time will be dedicated to overseeing the daily tasks associated with NSC Illinois SOS Driver safety programs and providing support as needed to the DMC customer service team.

Maurice Vincent will support Ryan Crank's efforts in scheduling "*lunch and learn*" trainings with judges to build knowledge and understanding of the Cook County Program in support of program growth. **J**odi provides oversight of all aspects of NSC sales, operations and contracts.

Ryan Crank will dedicate 5% of his time to the Cook County TSS Program, with responsibilities of scheduling *"lunch and learn"* trainings with judges to build knowledge and understanding of the Cook County Program in support of growth. The remainder of Ryan's time will be dedicated to pursuing new and existing growth opportunities for federal, state, local, court, and education contracts.

The DMC has multiple customer service representatives to assist customers with rescheduling, payments and questions. Additional support personnel are available both at the DMC in Syracuse, NY, and at the NSC headquarters in Itasca, IL, to assist in the delivery of this program should program volume warrant.

Traffic Safety Program Courses

National Safety Council (NSC) shall administer Program instruction in both in-person and on-line formats to eligible participants by developing and providing courses outlined below with a curriculum having a demonstrated ability to change driving behaviors and create a positive attitude relative to safe driving

Course content shall be of high quality focused on changing behaviors, consistent with Illinois statutes with respect to traffic offenses and rules of the road.

In response to the COVID-19 pandemic, the Court has temporarily suspended all in-person

Program classes, while on-line course offerings have continued. NSC shall provide in person classes, although the resumption of such arrangements is subject to Court approval. Classes shall be offered in morning, afternoon, and evening sessions on weekdays (excluding holidays) as volume dictates and in morning and afternoon sessions on Saturdays, again, as volume dictates. A sufficient number of classes shall be offered to allow a participant to schedule and complete the required course within about 13 weeks from the date they select the Program.

NSC shall provide in person classes at the following locations: Oakton Community College, Moraine Valley Community College, Roosevelt University (Chicago and Schaumburg campuses), and Dominican University. NSC shall be responsible for securing appropriate classroom space at its cost. Classrooms shall be accessible to handicapped participants and sign-language interpreters shall be made available as requested.

NSC shall provide the basic course on-line for eligible participants. The on-line class shall be four hours in length and must be available in English, Spanish and Polish languages. The on-line course must provide for secure completion. Course fees are collected from Participants separately, however, generally by the Clerk of the Court by mail or through E-Plea.

NSC shall make workbook materials permanently available to in-person students and available for printing to online students for a reasonable period of time following their completion of the Program. NSC shall expand its programing by developing additional courses addressing the needs of specific types of offenders, i.e., mature drivers, youthful drivers, handicapped drivers, and professional drivers, as required by the Court.

Overview of Courses

NSC offers four core defensive driving courses:

1. NSC Defensive Driving 11th Edition (Online four-hour)
2. NSC Defensive Driving 10th Edition (Classroom four-hour)
3. NSC Alive at 25 4th Edition (Classroom four-hour)
4. NSC Attitudinal Dynamics of Driving 4th Edition (Classroom eight-hour)

The four-hour courses are designed to be a full 240 minutes in length, including videos, animations, group and individual exercises, class discussions, and breaks. The eight-hour course is designed to be 480 minutes in length. Classroom courses will be instructor-led to provide participants with NSC best practices combined with a new creative blended approach to training. All NSC driver safety training is designed to be as engaging for the participants as possible, and presented in friendly, graphically rich formats.

The course materials shall portray various driving scenarios to give participants knowledge they can use in real-life situations, guiding participants through videos, knowledge checks of materials, and reconfirms definitions, techniques, and skills. The instructor presentation and instructor-led group discussions will be used to further engage participants, while the written materials and activities will further solidify key driver concepts. Group discussions will also be used to encourage participants to problem-solve and share ideas, while multiple testing strategies ensure participants reach a desired level of competency. The synopses provided below

for the four core courses include topics and estimates of time delineated for each topic. Some flexibility is built into each course to allow for robust meaningful discussion and class participation.

1. NSC Defensive Driving 11th Edition (Online – four-hour)

The goal of the NSC DDC online course is to provide participants with the knowledge and safe driving techniques to prevent collisions and violations. The online course focuses on collision prevention through hazard recognition and application of collision-avoidance techniques. In addition, the course addresses common driving violations that result in collisions and deals with changing driving habits to eliminate moving violations.

The DDC Online program also measures key attributes of the user by asking questions concerning their driving habits. Based on the user's feedback, the curriculum provided to the user is tailored to that type of driver. Our "adaptive curriculum" approach includes age-specific curriculum (e.g., younger drivers, mature drivers, parents and guardians of young drivers), environmental (e.g., winter driving), location (e.g., urban vs rural driving), and vehicle-specific content (e.g., light trucks and SUVs).

Throughout the course, participants will learn how to recognize both potential and immediate hazards, how to avoid collisions in a variety of driving conditions, and how to choose safe and legal driving behaviors.

Course Synopsis : A synopsis of the topics for the NSC four-hour Defensive Driving 11th Edition (Online) Course is as follows:

NSC Defensive Driving 11th Edition (Online – four-hour)	
Module 1	
Session Purpose – During this module, you will learn how to:	**Agenda Items:**
1. Define defensive driving and collision prevention	1. What Is Defensive Driving?
2. Identify the NSC Collision Prevention formula	2. RUA (Recognize, Understand, Act) Defensive Driver?
3. Understand how to anticipate hazards and prevent a collision	3. Know Your Traffic Laws
4. Identify standard road sign colors and shapes	4. Knowledge Check
5. Understand how to use your senses to anticipate hazards	
Session Total Time: 25 minutes	

Module 2	
Session Purpose – During this module, you will learn how to: 1. Recognize that driver safety affects everyone 2. Recognize that every behavior is a choice 3. Define risky driving behaviors 4. Identify the Six Deadly Choices that lead to the majority of crashes	**Agenda Items:** 1. The facts about driving and sharing the road 2. The Choices We Make 3. Knowledge Check
Session Total Time: 10 minutes	
Module 3	
Session Purpose – During this module, you will learn how to: 1. Recognize the risks associated with improper speed 2. Recognize the risks associated with following too closely 3. Understand how far your vehicle travels from the time the brakes are applied until it stops 4. Three-Second-Plus Rule	**Agenda Items:** 1. Deadly Choice – Speeding 2. Deadly Choice – Following Too Closely 3. Knowledge Check
Session Total Time: 15 minutes	
Module 4	
Session Purpose – During this module, you will learn how to: 1. Recognize the risks associated with distracted driving 2. Identify different driving distractions 3. Identify the risks associated with driving left-of-center 4. Identify the "Four R's" (Read the Road Ahead, Drive to the Right, Reduce Your Speed, Ride Off the Road) that help prevent a head-on collision	**Agenda Items:** 1. 1. Deadly Choice – Distracted Driving 2. Deadly Choice – Turning Improperly 3. Deadly Choice – Driving Left-of-Center 4. Knowledge Check
Session Total Time: 25 minutes	

Module 5	
Session Purpose – During this module, you will learn how to: 1. Describe right-of-way violations and methods used to control traffic at intersections 2. Identify the risks of rural and urban intersections 3. Recognize the right-of-way associated with traffic signs 4. Understand how to use the delayed acceleration technique at intersections	**Agenda Items:** 1. Deadly Choice – Violating Right-Of-Way 2. Knowledge Check
Session Total Time: 10 minutes	
Module 6	
Session Purpose – During this module, you will learn how to: 1. Identify what's in your control when you drive 2. Explain how to drive defensively in weather conditions beyond your control 3. Understand how to steer out of a skid with different braking systems 4. Identify safe winter driving practices	**Agenda Items:** 1. What's In Your Control 2. Factors Beyond Your Control – Visibility 3. Weather Hazards 4. Braking Systems 5. Winter Driving 6. Fog, Dust, Smoke And Wind 7. Road Conditions 8. Knowledge Check
Session Total Time: 30 minutes	
Module 7	
Session Purpose – During this module, you will learn how to: 1. Define aggressive driving and road rage 2. Understand the Three R's used to regain control 3. Identify the risks associated with substance impairment 4. Identify the risks associated with drowsy driving	**Agenda Items:** 1. Deadly Choice: Aggressive Driving And Road Rage 2. Substance Impairment 3. Factors Affecting Impairment 4. Drowsy Driving 5. Knowledge Check
Session Total Time: 20 minutes	

Module 8	
Session Purpose – During this module, you will learn how to: 1. Identify the risks associated with driving without seat belts or proper restraints 2. Identify how to properly use vehicle safety systems 3. Identify the steps to conduct pre-trip inspections 4. Explain the importance of proper vehicle maintenance	**Agenda Items:** 1. Occupant Safety And Vehicle Safety Mechanisms 2. Collisions 3. Pre-Trip Inspections And Mirror Adjustments 4. Vehicle Maintenance 5. Knowledge Check
Session Total Time: 25 minutes	
Module 9	
Session Purpose – During this module, you will learn how to: 1. Describe steps for addressing different types of immediate danger that may be encountered when driving 2. Recognize potential hazards when driving and use the ”What If“ strategy to avoid hazards 3. Explain the proper procedures for passing and overtaking 4. Explain the proper procedure for navigating multi-lane roads 5. Use techniques for handling trains and railway grade crossings 6. Identify the risks associated with roadway maintenance and construction	**Agenda Items:** 1. Dealing With Immediate Danger 2. Hazard Recognition and the “What If” Strategy 3. Passing and Overtaking 4. Knowledge Check
Session Total Time: 15 minutes	
Module 10	
Session Purpose – During this module, you will learn: 1. Proper procedures for navigating multi-lane roads 2. Techniques for handling trains and railway grade crossings 3. How to identify the risks associated with roadway maintenance and construction	**Agenda Items:** 1. Multi-Lane Roads 2. Trains And Railway Grade Crossings 3. Roadway Maintenance And Construction 4. Knowledge Check
Session Total Time: 15 minutes	

Module 11	
Session Purpose – During this module, you will learn how to: 1. Identify other vehicles you will encounter on the road and explain techniques for dealing with them 2. Recognize the challenges drivers of larger vehicles face when driving and explain how to safely and effectively share the road with them 3. Explain proper techniques for dealing with vulnerable road users, which include pedestrians, pedal cyclists and animals 4. Recognize potential hazards when driving and use the "What If" strategy to avoid hazards with animals	**Agenda Items:** 1. Dealing With Other Road Users 2. Vulnerable Road Users 3. Dealing With Animals 4. Knowledge Check
Session Total Time: 10 minutes	

Module 12	
Session Purpose – During this module, you will learn: 1. The 10 Habits Of Defensive Driving 2. The Six Deadly Choices 3. The importance of choosing the right behaviors 4. Your driving plan for life	**Agenda Items:** 1. The 10 Habits Of Defensive Driving 2. Driving For Life 3. Knowledge Check
Session Total Time: 10 minutes	

Post-Test
Question bank of 45 questions in which a random selection of 20 will be presented to the learner to pass the course.
Post-Test Session Total Time: 10 minutes

2. NSC Defensive Driving Course 10th Edition (Classroom Course – four-hour)

NSC shall provide the most updated edition of its Defensive Driving 10th Edition four-hour course. The course was designed to be 240 minutes in length, including 30 minutes

for breaks. Consistent with NSC high quality standards, the Defensive Driving 10th Edition Course was designed and developed to meet driver improvement and safety needs and goals through a performance-based training approach that uses current instructional

design and adult learning principles. The 10th Edition includes online slides, original videos and animations, and other audiovisual elements, including photos and graphics throughout all components. The four-hour course provides learners with foundational defensive driving knowledge and skills, defining what it means to be a safe and responsible defensive driver and describing techniques for avoiding high-risk driving behaviors.

Course Synopsis

A synopsis of the topics for the NSC four-hour Defensive Driving 10th Edition (Classroom) Course is as follows:

NSC Defensive Driving 10th Edition (Classroom – four-hour)		
Session 1		
Session Purpose: This session begins with a video that explains why the participants are in this class: Every day more than 100 people die on our roads, and our goal is to reduce traffic collisions and fatalities. Participants complete an activity in which participants identify different facets of their own worlds and write them on their name tents. Participants then consider their own current driving behaviors by completing a self-assessment. The session continues with a discussion about behavior choices, what we can control when driving and factors beyond our control. In Lesson 1-3, the class watches a video that shows what can happen when we make unsafe driving choices. The class then defines defensive driving and preventable collisions and discusses occupant safety and vehicle safety mechanisms.	**Agenda Items:** 1. Course Introduction 2. What's In Our Control 3. What Can Happen 4. Defensive Driving and Collision Prevention 5. Occupant Safety and Vehicle Safety Mechanisms Break	**Session Time:** 10 minutes 15 minutes 10 minutes 10 minutes 10 minutes 5 minutes
Session Total Time:		**60 minutes**
Session 2		
Session Purpose: In this session, the class discusses different types of drivers they may encounter on the road and then discusses hazard recognition and the "What If?" strategy. The class then discusses the first of the Six Deadly Choices: speeding. The session continues with a discussion of aggressive driving and road rage and concludes with another Deadly Choice: following too closely.	**Agenda Items:** 1. Sharing the Road 2. Hazard Recognition and the "What If?" Strategy 3. Deadly Choice: Speeding 4. Aggressive Driving and Road Rage 5. Deadly Choice: Following Too Closely Break	**Session Time:** 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes

Session Total Time:		**60 minutes**
Session 3		
Session Purpose: In this session, the remaining deadly choices: distracted driving and three choices associated with vehicle and lane management (turning improperly, driving left of center, and violating right-of-way) are discussed. Substance impairment is also covered.	**Agenda Items:** 1. Deadly Choice: Distracted Driving 2. Deadly Choice: Vehicle and Lane Management 3. Substance Impairment	**Session Time:** 15 minutes 30 minutes 15 minutes
Session Total Time:		**60 minutes**
Session 4		
Session Purpose: This session begins with a 5-minute in-room break. The session then proceeds with a discussion about drowsy driving. There is an activity in which a series of video clips are shown and the participants must identify hazards on the road. Participants will then review their self-assessment results from the beginning of the course and identify alternative behavior choices they could adopt to replace their current risky driving behaviors. Afterward, they will create a personal plan for change and complete a final test before being dismissed.	**Agenda Items:** Break 1. Drowsy Driving 2. Recognize the Hazard and Make the Right Choice 3. My Driving Habits and Alternative Choices 4. My Plan Final Test	**Session Time:** 5 minutes 10 minutes 10 minutes 15 minutes 10 minutes 10 minutes
Session Total Time:		**60 minutes**

3. NSC Alive at 25 4th Edition (Classroom Course four-hour)

The four-hour Defensive Driving Alive at 25 Classroom Course (NSC Alive at 25) specifically targets drivers between the ages of 15 and 24. This highly interactive four-hour program focuses on the unique challenges faced by young drivers and shows them how to take greater responsibility for their behavior in driving situations and to adopt safer driving practices. DDC Alive at 25 focuses on behavior, judgment, decision-making and consequences, and provides tools for making positive choices. This course is designed to give the participants opportunities to learn from their past driving experiences and to incorporate defensive driving skills into their future driving experiences.

Research studies show that young drivers possess foundational knowledge of driving methods and traffic laws. However, because of their inexperience and their casual attitudes toward driving, they often use poor judgment and/or make poor driving choices when they are behind the wheel. This course is designed to incorporate Choice Theory and Reality Therapy techniques to help participants recognize the specific needs they fulfill by driving so they will make safe, responsible, and respectful choices when driving.

Course Synopsis

A synopsis of the topics for the NSC four-hour Alive at 25 4th Edition (Classroom) Course is as follows:

NSC Alive at 25 4th Edition (Classroom – four-hour)		
Session 1 – What's Stopping Me?		
Session Purpose: The focus of this session is to have participants recognize that young drivers are particularly vulnerable to being injured or killed in a vehicle crash and to recognize that they control their own driving behaviors. The session opens with the participants reading a story about a driving-related death due to unsafe driving behaviors. After the course introduction and registration, participants conduct an introductory activity in which they identify what they like best about driving and the risky driving behaviors they currently choose. They then identify people or pets who are important in their lives. The session continues with a video that highlights statistics about different driving behaviors and young drivers. The class discussion then focuses on how every behavior is a choice, designed to get something the person wants to effectively meet one or more of their five basic needs. A video interview with a police officer who has assisted in a number of fatal crash scenes is shown. The session concludes with a series of animated videos of collisions. For each scenario, the class will discuss whether the collision was preventable.	**Agenda Items:** 1. Introduction and Registration 2. Who is At Risk? 3. I Am Not a Statistic 4. My Choices 5. Was It Preventable? Break	**Session Time:** 10 minutes 10 minutes 15 minutes 10 minutes 10 minutes 5 minutes
Session Total Time:		**60 minutes**

Session 2 – Am I Aware?		
Session Purpose: In this session, the participants review state driving laws to demonstrate that they know the laws. This is followed by a discussion about what a driver can control when behind the wheel. The session proceeds with discussions about risks associated with different driving choices and behaviors, including driving without seat belts or proper restraints and driving at unsafe speeds. The conclusion covers techniques for navigating intersections and handling right-of-way situations.	**Agenda Items:** 1. Know Your State Laws 2. What's In My Control? 3. Buckle Up And Take Control 4. Speed Kills 5. Who Has The Right-of-Way? Break	**Session Time:** 15 minutes 10 minutes 10 minutes 15 minutes 10 minutes 5 minutes
Session Total Time:		**65 minutes**

Session 3 – What's The Risk?		
Session Purpose: In this session, a number of high-risk driving behaviors are identified and participants identify alternative driving behaviors they can choose to avoid them. The remainder of the session covers the consequences and responsible alternatives and techniques associated with distracted driving, following too closely, impaired driving, and aggressive driving and road rage.	**Agenda Items:** 1. Following Too Closely? 2. Distracted Driving 3. Impaired Driving: Fatigue 4. Impaired Driving Drugs and Alcohol 5. Aggressive Driving Break	**Session Time:** 10 minutes 15 minutes 5 minutes 10 minutes 10 minutes 5 minutes
Session Total Time:		**55 minutes**
Session 4 – Who Controls My Outcome?		
Session Purpose: In this session, the "What If?" technique for scanning the road and identifying potential hazards is covered. Participants learn about some of the potential consequences drivers face when they choose unsafe driving behaviors. Participants view several video scenarios to recognize the consequences each driver faced and identify alternative behaviors the drivers could have chosen. The participants then create their own plan for adopting one or more of the behaviors discussed in class and complete a final exam.	**Agenda Items:** 1. What If? 2. Real Possibilities 3. What Could They Control? 4. Taking Care of Myself 5. Course Conclusion And Final Exam	**Session Time:** 15 minutes 10 minutes 15 minutes 10 minutes 10 minutes
Session Total Time:		60 minutes

4. NSC Attitudinal Dynamics of Driving 4th Edition (Classroom Course – eight-hour)

NSC offers its Attitudinal Dynamics of Driving 4th Edition eight-hour classroom course. NSC ADD will provide an instructional intervention course for repeat traffic offenders, severe violations and/or driving under the influence offenders. During this course, participants will be actively involved in evaluating their driving habits and making decisions and choices about their driving behaviors. Participant involvement is necessary to ensure the success of this course, and instructors use multiple tactics to help participants commit and become involved in the course. Additionally, the course is designed with a number of activities designed to help participants recognize their own behavioral choices related to driving and develop a plan to change their driving choices and behaviors. Video and animation are used to reinforce key concepts. The course addresses the behavioral change by giving participants the opportunity to:

- Identify behaviors that resulted in their traffic violation or collision

- Identify problems caused by their driving habits and behaviors
- Discover the "whys" of their behaviors
- Understand that behaviors are a matter of choice
- Identify behaviors that can be controlled
- Identify and choose responsible, effective behaviors
- Create an effective system for changing problem driving behaviors
- Identify the personal positive consequences of choosing effective behaviors
- Identify the personal negative consequences of choosing ineffective behaviors
- Build a plan to change their problem driving behaviors

Course Synopsis

A synopsis of the topics for the NSC eight-hour Attitudinal Dynamics of Driving 4th Edition (Classroom) Course is as follows:

NSC Attitudinal Dynamics of Driving 4th Edition (Classroom eight-hour)		
Session 1 – Driving in the Real World		
Session Purpose:	**Agenda Items:**	**Session Time:**
This session starts with overall course requirements, expectations and objectives and continues with participant introductions. Participants are asked to identify people in their world, which begins their introduction to Reality Therapy, Choice Theory and the Quality World concept. Participants then begin to evaluate their current driving behaviors, and the session concludes with an introduction of Needs and Wants.	1. Course Introduction 2. Introductions 3. My World 4. My Current Driving Behaviors 5. Needs and Wants	10 minutes 20 minutes 10 minutes 10 minutes 10 minutes
Session Total Time:		**60 minutes**

Session 2 – Self-Assessment		
Session Purpose:	**Agenda Items:**	**Session Time:**
In this session, the participants complete, score and discuss the Self-Assessment Profile. The purpose of the profile is to help participants identify their behind-the-wheel behavior as it relates to fulfillment of basic needs. The profile is a paper-and-pencil survey that asks participants to judge how well a series of statements about driving describes their own attitudes, feelings or actions. Each profile statement is associated with one or more of the basic needs discussed in the previous session. The Self-Assessment Profile is not a personality test or inventory and should not be referred to as such. Its purpose is to directly relate the Choice Theory concept of needs to participants' personal experiences behind the wheel.	1. My Profile Break	50 minutes 10 minutes
Session Total Time:		**60 minutes**

Session 3 – What Motivates Behavior		
Session Purpose: The purpose of this session is to discuss the five basic human needs and help participants recognize the connection between these needs and their current driving behavior by associating their Driver Needs Profile with the driving choices they currently make. The overall goal is to address the primary concept of Choice Theory, which states that all behavior is an attempt to meet or fulfill one or more of our basic human needs. Participants will learn about these needs: (1) love and belonging, (2) fun, (3) freedom and (4) power, with power being divided into competitive power and assertive power. Choice Theory maintains that behaviors are chosen and are not simply a response to a stimulus. The session ends with a discussion of the costs associated with their current driving behaviors.	**Agenda Items:** 1. What Drives You? 2. What Drives My Behavior Behind the Wheel? 3. What My Profile Tells Me About My Actions 4. Your Driving History – Cost and Time Consequences	**Session Time:** 20 minutes 10 minutes 20 minutes 10 minutes
Session Total Time:		**60 minutes**

Session 4 – What Do You Know?		
Session Purpose: The purpose of this section is to remove the "I didn't know I was breaking a law" excuse from participants' reasoning for being in the course. In addition, this section addresses some minor traffic rules that participants may have forgotten. Lesson-4-2 defines a suspended, revoked and canceled license. After reviewing laws, the instructor then facilitates a discussion about the reasons why drivers do or do not choose to obey traffic laws. An important principle in the application of Choice Theory and Reality Therapy is to not accept excuses, but rather to focus on behaviors. The instructor facilitates a discussion around the behaviors that have resulted in a traffic violation or collision. This is followed by the Preventability in Defensive Driving lesson, which begins to introduce concepts and techniques for changing driving behaviors and helps participants begin to recognize which driving choices are responsible and respectful choices.	**Agenda Items:** 1. Break 2. What Do You Know About State Laws? 3. Suspended, Revoked and Canceled Licenses 4. Preventability in Defensive Driving	**Session Time:** 10 minutes 20 minutes 10 minutes 20 minutes
Session Total Time:		**60 minutes**

Session 5 – Total Behavior		
Session Purpose: The purpose of this session is to help participants recognize that they have the ability to choose what they do. The session begins with a look at the four components of human behavior. After viewing driving situations in a video, participants will evaluate the driving behaviors that they saw. Finally, they will be asked to examine their commitment to changing their current behavior	**Agenda Items:** 1. Four Components of Behavior 2. Three Types of Behavior 3. Responsible and Respectful Behavior	**Session Time:** 10 minutes 10 minutes 10 minutes

behind the wheel. The focus of this section is to connect the concepts of needs and wants to behaviors and the human ability to choose behaviors. First and foremost, the participants need to understand that all behavior is a choice and that we have direct control of our behavior. Following the discussion of the four components of behavior, the instructor presents ways to evaluate behavior. Through information and discussion, participants will be able to evaluate their current behavior based on the Reality Therapy definitions of effective, ineffective, short-term, responsible and respectful behaviors. After the instructor presents definitions and examples, the video "Taking Responsibility" is used in an activity to evaluate and identify responsible and respectful behaviors. The instructor then guides participants to identify the types of behaviors that the drivers and passengers exhibit in each vignette.	4. Taking Personal Responsibility 5. Break	20 minutes 10 minutes
Session Total Time:		**60 minutes**

Session 6 – Planning for Change		
Session Purpose: The purpose of this session is to help participants change ineffective, irresponsible driving behaviors by making a plan to choose more effective behaviors. The session guides participants in creating individual action plans for using positive, effective behaviors to prevent traffic violations or collisions. The instructor presents four questions to consider before creating an action plan. These questions give participants direction and help them to make a commitment to change their problem driving behaviors. Then the instructor discusses the characteristics of an effective action plan. At the end of the activity, participants will have a written action plan for changing at least one of their current behaviors. After creating the action plan, participants will discuss how alcohol can affect driving choices and behaviors and discuss techniques for avoiding driving under the influence of alcohol.	**Agenda Items:** 1. Making a Plan for Change 2. My SAMRIC Plan 3. Peer Review of Plans 4. The Choice of Alcohol Consumption Break	**Session Time:** 10 minutes 10 minutes 10 minutes 20 minutes 10 minutes
Session Total Time:		**60 minutes**
Session 7 – Driving Choices and Behaviors		
Session Purpose: The purpose of this session is to look at different situations in which driving choices and behaviors need to be considered. Participants learn about the hazards associated with prescriptive and over-the-counter drugs, including synergism. The instructor will cover the impacts of distracted driving and encourage participants to identify techniques to avoid distracted driving. Next, participants discuss the impacts of driving with excessive speed and discuss techniques for handling speed. The session ends with a look at the dangers of distracted driving, and participants will discuss approaches to avoid distracted driving.	**Agenda Items:** 1. Prescriptive and Over-the-Counter Drugs 2. Distracted Driving 3. Handling Speed 4. Right-of-Way Break	**Session Time:** 10 minutes 20 minutes 10 minutes 10 minutes 10 minutes
Session Total Time:		**60 minutes**

Session 8 – Choosing Responsible and Respectful Behaviors		
Session Purpose: In this final session, the instructor points out different situations in which driving choices and behaviors need to be considered. The session begins with a discussion of proper passing techniques and how to maintain a proper following distance when driving. This is followed with a lesson on aggressive driving and the effective choices and behaviors one can use to avoid driving aggressively and deal with other aggressive drivers. The final lesson related to specific impactful driving situations is fatigue. The session ends with a short video that illustrates different choices and behaviors and relates key concepts of the course to real-life scenarios and a final test.	**Agenda Items:** 1. Passing and Following Distance 2. Aggressive Driving 3. Fatigue 4. Analyzing Driving Choices and Behaviors 5. Course Summary 6. Final Test	**Session Time:** 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes
Session Total Time:		**60 minutes**

In-Person Class Sizes

NSC shall limit classroom attendance to no more than 35 participants for the DDC 10th Edition and no more than 25 participants for the Alive at 25 and Attitudinal Dynamics of Driving courses. These limits are necessary to maximize the effectiveness of these programs.

Class Sessions

NSC shall offer a wide variety of class dates and times based on the needs of the referred drivers. The classes shall take place in the morning, afternoon and evening when participant volume warrants. The class schedule shall be designed so that the courses are able to be self-supporting, and the class size will accomplish the educational goals of the course. Based on program volume needs, NSC shall conduct classes on weekdays, weeknights and weekends, which may include Sunday classes in select locations, with a wide variety of scheduling options.

Convenient Locations in Cook County

NSC shall provide a minimum of four locations geographically positioned, including locations in North, South and West Cook County, and Downtown Chicago. Every effort shall be made to secure locations accessible by public transportation. During the term of this contract, NSC shall continually evaluate and analyze its classroom locations as well as take into account any court feedback about locations. NSC may adjust by adding or eliminating locations as needed to accommodate participant volumes. NSC will submit any new locations to the Court for approval prior to scheduling the first class at that location as well as notify the Court within two weeks of learning or determining that a location will be discontinued.

Current NSC TSS locations:

North – Skokie	Oakton Community College 7710 N. Lincoln Ave., Skokie, IL 60077
South – Palos Hills	Moraine Valley Community College 9000 W. College Pkwy., Palos Hills, IL 60465
West – Schaumburg	Roosevelt University 1400 N. Roosevelt Blvd., Schaumburg, IL 60173
Downtown – Chicago	Roosevelt University 430 S. Michigan Ave., Chicago, IL 60605
Central – River Forest	Dominican University 7900 W. Division St., River Forest, IL 60305

NSC ensures all facilities and program elements are compliant with the Americans with Disability Act (ADA) of 1990, as amended, and accessible to all participants with physical disabilities.

In addition to disability-accessible facilities and programs, NSC shall ensure classrooms are conveniently located and provide adequate parking, are clean, well-lighted, heated and ventilated, and free from any visual and/or auditory distractions. Facilities must also provide ample seating and be equipped with suitable projection equipment, screens, writing boards or paper tear charts, which are clearly visible from all seating areas. NSC will have processes in place to accommodate participants with special needs, assisting them in meeting the court, state or client's requirements.

Further, NSC takes necessary steps to communicate effectively with participants with vision, hearing or speech disabilities. All posted signage meets ADA standards for placement, font, spacing and color. NSC classrooms are equipped with viewing screens of sufficient size and adequate sound capabilities. NSC TSS instructors ensure each participant has sufficient time to read and understand instructional content. Instructors' direct participants to the correct content and review content orally as necessary.

The multimedia components of the curriculum are equipped with closed captioning. Lastly, all NSC websites (including the online registration website, online course site, etc.) are fully accessible. All text is readable and easily understandable. The websites are designed to flow and operate in predictable ways, and to help users easily avoid and correct mistakes. Built with the latest functionality, registration transactions and online courses can easily be completed from smartphones and tablets, as well as PCs and laptops.

Sign Language Interpreters
NSC will provide professional sign language interpreters as requested by deaf or hearing-impaired participant referrals. To allow adequate time for the NSC to coordinate sign interpreters for a classroom program, NSC shall receive a minimum of two weeks' notice to schedule interpreters for deaf or hearing-impaired participants.

NSC will provide closed captioning of all TSS courses. NSC shall contract with two interpreters for each four hours of classroom instruction time, limiting each interpreter to 20- to 30-minute periods of interpretation. Any deaf or hearing- impaired participants will be advised of these options.

Number of Classes
A sufficient number of classes shall be offered to allow a participant to schedule and complete the required course within about 13 weeks from the date they select the Program.

Other Courses
NSC can offer additional programs that may be of interest to the Circuit Court. These programs include:

Professional Truck Driver Online: This course focuses on collision prevention through hazard recognition and application of collision avoidance techniques for large

commercial vehicles. This course focuses on the needs of the professional drivers and the requirements for driving commercial vehicles.

Relative to the program courses that are being offered in the TSP, NSC owns the legal copyright on all the driver safety training programs and materials.

The NSC copyright for the referenced driver safety training program materials reads as follows:

> COPYRIGHT, WAIVER OF FIRST SALE DOCTRINE: The National Safety Council's materials are fully protected by the United States copyright laws and are solely for the non-commercial, internal use of the purchaser. Without the prior written consent of the National Safety Council, purchaser agrees that such materials shall not be rented, leased, loaned, sold, transferred, assigned, broadcast in any media form, publicly exhibited or used outside the County or reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise.

Materials

Each participant in a classroom course is provided an unused, full-color Participant Guide to use during the class. That guide is for the participant to keep permanently when they leave class after successful completion. For the online curriculum, the participant has access during the course to various material resources that contain content similar to that of a Participant Guide. Those resources are downloadable content that not only can be accessed during the course but also after course completion by logging in using their unique login ID and password.

Certificate of Completion

Immediately following completion of the classroom course, instructors will provide participants with a certificate of completion. The DDC Online program shall allow the participant to immediately print a certificate of completion for the course upon successful completion. Completion certificates shall include the traffic citation number.

NSC shall provide a reprint of the certificate of completion at the participant's request, either in paper form or an official, watermarked, and serialized format.

Program Administrative Office

Program standards require that NSC maintain an office for the administration of Program services to provide written, online, and telephonic assistance to graduate and prospective students. NSC shall disclose the location of such an office to administer the Program and describe all student services and program administrative tasks to be performed by such office. Such services and tasks shall include but not be limited to a course registration system, including reporting to and communication with the Court, recordkeeping and reporting, student record inquiries, resolution of procedural problems and program errors, and complaint processing resolution. NSC shall also describe if and how they will provide student support services in the five suburban courthouses and in the Traffic Section in the R. J. Daley Center.

NSC will administer this program out of the corporate headquarters located at 1121 Spring Lake Drive, Itasca, IL 60143 (with operational support out of the Syracuse, NY, DMC). A summary of the participant services and program administration tasks to be performed by that office in relation to this contract is as follows:

The DMC operates between 8:00 a.m. and 4:45 p.m. ET Monday through Friday. Outside of business hours, the DMC is equipped with an advanced telephone system, including customized messaging and menus for each program. For Cook County TSS, the phone system messaging provides callers with information regarding self-service options available on the NSC website, including rescheduling a class and resending a class confirmation (and to be expanded to include class registration upon the implementation of the Odyssey Traffic Case Management System). Our customized after-hours phone menu presents callers with the options to obtain the online self-service website address or to leave a voicemail to receive a callback from a customer service representative the following business day.

NSC will continue to provide the dedicated toll-free customer service telephone number, (888) 245-8450, to TSS participants. DMC customer service representatives can reschedule classroom participants over the phone, answer frequently asked questions, and resend class confirmations via emails.

NSC offers bilingual customer service for Spanish-speaking TSS participants. NSC leverages a translator service to support participants calling in other languages, such as Polish, allowing for a more efficient and comfortable experience for the registrant.

Course Registration System

Using our custom built NSC DMC Business System and processes, NSC staff at the DMC shall electronically and manually enter TSS referral registration information and preferences into our NSC DMC Business System database. For manual entry, referral information is collected from TV240 forms, and the Cook County TRIMS system. E-Plea TSS referrals are electronically loaded into the NSC DMC Business System database. Once all referrals are entered, the NSC Program Administrator will run an automated process in the NSC DMC Business System that assigns each participant the appropriate class as ordered and within their noted preferences. Upon registration, a confirmation email and/or letter is generated and sent to the participant. A participant may reschedule their assigned class if desired either by using our online self-service option or by calling our dedicated toll-free number.

With the implementation of the Cook County Odyssey Traffic Case Management System, the processes are expected to be similar but more streamlined and without manual data entry required. All Court diversion and court-ordered TSS referrals will be received electronically from the Court via the E-Plea file and uploaded into the NSC DMC Business System. Although referrals required to complete the online TSS course will be processed the same way as currently, referrals ordered to complete a classroom TSS course will be able to self-register for the date and location of their choice using our secure registration website or by calling our dedicated Cook County customer service line. It is expected that the implementation of the Odyssey Traffic Case Management System will enhance electronic communication between NSC and the Court, resulting in the elimination of the use, handling, and processing of paper ticket copies by both NSC and the Clerk's Office as well as expedite the class registration and completion timeline.

Reporting to and Communication with the Court
NSC will report referral compliance (completion) status according to the Court calendar via secure electronic file transfer. Additionally, NSC will complete County TV13 reports by email as requested separately by the six district courts. Course completion information can be accessed directly, in real time, by Cook County Judges and Clerk's office staff from the NSC DMC Business System database using a secure online portal. NSC recommends we migrate the daily, manual TV13 process to this more efficient method. Clerk's office staff can use the secure online portal to access compliance status immediately ticket-by-ticket versus waiting for NSC to process the TV13 reports.

Other routine communication, such as inquiries from Court personnel, individual referral special handling, urgent compliance reports, etc., will be accomplished directly between the NSC Program Administrator and the Clerk's Office by phone or email.

Recordkeeping and Reporting
NSC shall maintain complete, accurate and detailed records of all TSS participant and class information as required for this contract and provide to the Court upon request. NSC shall prepare and provide participant registration, completion, and demographic data by district to the Court on a quarterly basis.

Participant Record Inquiries
NSC shall offer participants multiple ways to be serviced by NSC in order complete common transactions: by telephone, by email, by mail, and by a customized online self-service website.

NSC shall provide a team of customer service representatives (CSRs) that shall be available weekdays from 8:00 a.m. to 4:45 p.m. ET. In addition, a dedicated email account, trafficschool@nsc.org, will be available for participant record inquiries. The CSRs shall handle the following administrative and operational functions relating to participant record inquiries:

- Updating available class information in the NSC DMC Business System program and self-service website, including dates, times, locations, and languages
- Receiving and responding to telephone, email, mail, or internet inquiries
- Assisting individuals in locating/selecting a class; assisting with reschedules and re-enrollments
- Addressing a driver's medical, physical, or learning disabilities, on an individual basis
- Rescheduling individuals for their class, including collection of appropriate fees
- Providing reprints of course completion certificates upon request
- Resolving difficult or complex questions, problems or concerns about the participant's registration or course completion

Technical Support of the DDC Online Program
NSC shall provide technical support for the DDC Online program through our subcontractor, SafetyServe. They are available for phone, email, and live chat weekdays from 8:00 a.m. to 7:30 p.m. ET. They also conduct support via phone and email on Saturdays from 9:00 a.m. to 4:00 p.m. ET and email support on Sundays until 7:30 pm ET. Their toll-free number is (800) 775-1484 and email is help@safetyserve.com. These expanded service support hours are extremely beneficial to TSS customers given the overwhelming majority of referrals are eligible for, and enroll in, the online course.

Resolution of Procedural and Program Errors
NSC shall resolve all procedural and program errors within two business days. Should the resolution require an additional length of time, NSC shall notify the Court within two business days and shall provide the Court with an estimated time for resolution. NSC shall notify the Court in writing when the issue has been resolved and describe the resolution.

Complaint Processing Resolutions
NSC offers a toll-free telephone number, (888) 245-8450, that is used exclusively for the Cook County Program, as well as a dedicated program email box (trafficschool@nsc.org). Using either of these methods, participants can contact NSC with questions or complaints regarding eligibility, registration, or payment of course fees. Should the resolution require an additional length of time, NSC will advise the participant and notify the Court within two business days and will provide the participant and the Court with an estimated time for resolution.

Courthouse Support
NSC is committed to dedicated remote support to the five suburban courthouses and to the Traffic Section in the R. J. Daley Center. NSC has an expert team of supervisory, administrative, and service support staff to handle any Court inquiries via phone, email, and live Zoom meetings. In addition, NSC shall provide occasional site visits by program development staff to build relationships with the judges in an effort to support growth and efficient procedures and/or handle any difficult or complex issues that need in-person resolution.

Program Instructors
Program instructors for in-person courses shall be knowledgeable, experienced, and well trained in traffic safety and the Illinois Rules of the Road. Instructors must be well-organized, enthusiastic, and dedicated in giving quality presentations. Each course must be presented in its entirety using current materials, program and industry data and statistics with full and knowledgeable preparation by the instructor.

The NSC shall provide a roster of instructors with qualifications, education, experience in traffic safety instruction and training and shall state in the proposed solution how they plan to recruit, maintain, and train high quality Program staff.

NSC currently has a team of 17 active part-time instructors (including two Spanish-speaking instructors and one Polish-speaking instructor) with extensive experience teaching TSS courses throughout Cook County. Each instructor has completed a rigorous training program in traffic safety and the Illinois Rules of the Road. All

instructors are monitored on a routine basis to ensure consistent and complete delivery of content. Program faculty are also monitored for enthusiasm, expert knowledge, and high quality in accordance with the NSC instructor standards.

NSC shall recruit as needed to ensure an adequate number of qualified, dedicated, enthusiastic and authorized instructors to meet the objectives of the program. All resumes of prospective instructors will be reviewed by NSC Human Resource specialists to ensure their skills and experience complies with NSC Instructor standards. All resumes that pass the initial selection process will be forwarded to program staff to review and to make the initial contact regarding mandatory training requirements and discuss the candidate's qualifications in more detail.

NSC supervisory staff shall meet with each candidate and assist them with completion of all employment paperwork including authorization to conduct a driver's license check. NSC shall then perform background checks to include criminal and sexual offender record information. The candidate's references will be checked, drug screening will occur, and the candidate will be scheduled to observe an in-person class to ensure they understand the expectations and flow of how NSC classes are delivered. Lastly, the candidate is scheduled for the appropriate instructor development training course.

NSC shall require that all candidate instructors complete a DDC eLearning Instructor Development Course. The NSC eLearning Instructor Development Course delivers the highest quality, consistent instructor training experience in an interactive and engaging online format. This program provides the knowledge and principles about DDC, effective facilitation techniques and the required instructional skills to teach NSC courses. DDC eLearning Instructor Development Courses are a minimum of 12 hours in length and offer the following four sessions:

- **DDC Foundation**: Introduces instructors to the principles and detailed concepts of defensive driving including standards, regulations, and course-specific terminology
- **DDC Facilitation**: Reinforces the critical elements of how best to instruct students, facilitate a classroom, instructor responsibilities, and proper classroom management
- **Choice Theory**: teaches instructors how best to apply the psychology of Choice Theory which introduces the importance of individual choice and the impact on human behavior (better choices, better outcomes)
- **Course-Specific Training**: comprehensively covers the specific course curriculum section by section

Each new instructor is then monitored by NSC while conducting their first two classes. NSC provides additional mentoring if necessary to ensure instructors thoroughly understand the curriculum. Occasionally, additional monitoring may be necessary to ensure the new instructor understands the concepts of the course they are teaching and that they conduct the course as designed and in accordance with NSC.

Minimum Requirement for Instructors
To qualify to become an employee instructor for National Safety Council, the required qualifications shall include:

a. Associate Degree required, Bachelor's Degree or higher preferred
b. Background in Sociology/Psychology/Education/Law Enforcement (dependent on individual State Program and curricula affiliated with state program)
c. Minimum of two to five years previous work experience including:
    - Strong background in classroom instruction or DDC facilitation
    - Two to five years previous work experience in a teaching environment preferred
    - Excellent written and verbal communications skills required
    - Must be a self-starter with the ability to work independently
    - Ability to ensure data integrity and an ability to teach the course as it is written is necessary
    - Must be highly detail-oriented and possess good time management and organizational skills
    - Ability to communicate with and rely on information provided by remote staff to make quick and effective classroom decisions

Quality of Instructors
NSC shall ensure instructors are well organized, enthusiastic, and dedicated to giving quality presentations, as well as following the Instructor Manual provided to them before they attend their eLearning Instructor Development Course.

NSC shall ensure quality presentations by keeping their instructors up to date on traffic safety issues, statistics, and techniques. This is accomplished through a variety of means, including the annual subscriptions each instructor is issued upon renewal of their credentials, regular newsletter communication, virtual information sessions, etc.

NSC shall conduct periodic monitoring of its instructors through a variety of methods to ensure instructors maintain the expected level of quality.

Quality of Instruction
NSC shall ensure every course is conducted in its entirety using current materials with full and knowledgeable preparation of its instructor.

NSC shall ensure the instructor is properly prepared for each class by requiring them to communicate with their dedicated staff liaison the business day before each class to verify they are prepared to teach as scheduled, that they have the appropriate number of participant materials for the class, and to receive any special information the liaison deems necessary for the instructor to be fully prepared for the participants scheduled. This includes communicating information about sign language interpreters, participants

with special needs, etc. NSC staff documents this communication in their schedule records and follows up with any instructor who fails to initiate the required pre-class communication.

In addition, NSC shall require each instructor to arrive at class at least 30 minutes prior to the scheduled start time and to remain a minimum of 15 minutes after the end of the class. This additional time is required to allow the instructor to properly prepare for the class and to return the classroom to its original condition.

NSC shall conduct periodic monitoring of its instructors through a variety of methods to ensure the instructor is teaching the course to the standards expected by NSC. Instructors are encouraged to attend and participate in continuing education and update seminars to stay in-tune with driving trends. On the back of NSC Participant Guides participants are provided a URL, www.drivesafe.com/tellus, for an electronic evaluation form to complete after class. NSC also randomly chooses classes weekly to mail participants an evaluation form with a postage-paid business reply envelope included to return their feedback, allowing the participant to freely express their opinion.

NSC shall ensure adequate training materials are always on hand for every class taught. NSC shall ensure as new or revised materials are made available, NSC provides training and the updated teaching materials to the instructor and, if necessary, requires the instructors to participate in new curriculum update seminars – again ensuring the instructor is using the most up-to-date materials available.

NSC shall verify the instructor conducts the course in its entirety through periodic monitoring of its instructors through in-class monitoring, course evaluations, and random participant surveys. NSC shall follow up and take appropriate action on any evaluation that raises a concern.

Instructor Training

1. **New Instructors**

NSC shall require its candidate instructors to complete the DDC eLearning Instructor Development Course to provide the candidate with the technical information they will need to teach the specific DDC curriculum as well as effective facilitation methods and presentation techniques. Candidate instructors for all NSC DDC courses are required to read Dr. William Glasser's Choice Theory and Reality Therapy book and successfully pass a pre-certification test prior to taking Session 3 of the eLearning Instructor Development Course.

Upon completion of the eLearning Instructor Development Course, candidate instructors shall be scheduled for two probationary classes, during which they will be monitored by an expert instructor. Once the candidate completes the two probationary classes, their instructor authorization is finalized, and they can be scheduled to teach independently.

NSC shall also provide its instructors with periodic continuing education, update seminars, and/or virtual information sessions. These will typically include updates on vehicle and traffic laws, administrative updates, information on new teaching methods, or pertinent or "hot" topics such as distracted or drowsy driving, etc.

2. Previous Instructors

If an instructor whose credentials have lapsed or were canceled within the past 12 months requests to be reinstated, NSC may elect to reinstate based on the instructor's experience in teaching DDC, how long the credentials were lapsed, and if the instructor is familiar with the then current edition of DDC. NSC may require such instructors to:

- Attend a DDC course with a current instructor as a refresher
- Participate in an update seminar
- Complete a new eLearning Instructor Development Course

3. Instructor Upgrades

NSC may use authorized Defensive Driving Course instructors teaching for various training centers in Illinois. No additional training would be required by NSC for those instructors to teach under this contract. For any current instructors who also wish to teach additional courses, NSC shall establish guidelines for upgrading of credentials between select curricula.

Instructors who wish to be upgraded must hold current valid credentials and be competent in their base DDC program before being considered for upgrading. The upgrade candidate must successfully attend and participate in a class taught by an authorized instructor so they can observe and note how the course is to be
taught. The instructor is then enrolled in the eLearning Instructor Development Course Session 4 for the upgraded curriculum they wish to teach. Lastly, NSC shall monitor the instructor's first solo class in the upgraded course.

Monitoring of Classes and Instructors
NSC assures the Court that it has built a solid monitoring program to guarantee consistent, quality training performance by part-time employee instructors (PTI) across the various Cook County classroom sites and across all curricula. NSC shall conduct monitoring of its instructors through a variety of methods to include in-classroom monitoring, course evaluations and participant surveys.

1. In-Classroom Monitoring

All classes taught by NSC instructors are subject to monitoring. NSC shall provide three part-time, dedicated, authorized senior instructors to conduct the monitoring of its Traffic Safety School instructors. In-class monitoring may be initiated on a random basis, on a periodic basis, and on a for-cause basis. NSC will monitor all PTIs on a regular basis for each Traffic Safety School curriculum they teach. Monitors attend the entire class and submit a review evaluation form to NSC within 24 hours. The evaluation form includes the following criteria for assessment and comment:

Safety and Security

- PTI covered "Code of Conduct" at the start of class, and reviewed throughout the day
- PTI avoided confrontation and was not intimidating or inappropriate
- PTI effectively handled any issues that arose during class time

- PTI controlled and maintained classroom

Adherence to the Instructor Manual

- Presentation was well-organized, and PTI is familiar with the material being presented
- PTI did not deviate from the curriculum in the Instructor Manual
- PTI facilitated course activities and discussions (rather than lectured), including keeping discussion relevant and on topic and making sure all participants are involved in the discussion
- PTI avoided using inappropriate examples/jokes
- PTI did not include any outside material/informational sources/guest speakers

Effective Use of Visual Aids

- All videos and PowerPoint slides were shown and discussed
- PTI demonstrated competency using various course visuals
- PTI demonstrated competency operating computer and video equipment

Voice and Grammar

- Rate of speech – neither too fast or too slow
- PTI raised and lowered voice to add variety and emphasis
- Volume was adequate; everyone could hear the PTI throughout the class
- PTI did not speak poorly of NSC, the Court, IL SOS, police, or any state or local agencies
- PTI did not use slang or inappropriate language

Preciseness and Punctuality

- PTI arrived to location at least 30 minutes prior to start time
- PTI started class on time and resumed on time after all breaks
- PTI kept a tight schedule to the curriculum without going too long or too short on each session
- PTI kept participants on current topic

Other

- PTI showed a great deal of confidence, interest and enthusiasm for the subject
- PTI dressed according to the NSC dress code policy
- PTI made sure the participants were participating and not using cellphones or other mobile devices throughout class

The results of the monitoring are reviewed with each PTI in a one-on-one meeting with the supervisor. The supervisor will review each section of the monitoring review form in

detail with the instructor to ensure the quality of the curriculum was upheld. The supervisor will note where expectations were met or exceeded and discuss areas of the presentation that require attention and/or development. The written evaluation is then sent to the instructor, along with written reinforcement feedback. If further skill development is deemed required, an improvement action plan is established for the instructor. This may include additional training, review of eLearning modules for curriculum concepts or Choice Theory concepts, team-teaches with a certified instructor, etc. For repeat performance concerns, corrective action may be taken, including verbal, written and/or final warnings, up to and including termination, if deemed necessary to preserve the integrity of the Traffic Safety School Program.

2. **Course Evaluations**

NSC shall provide course evaluations to be completed by the participant and mailed directly to NSC.

3. **Participant Surveys**

NSC shall conduct random participant surveys via telephone, mail and/or email as a method of verifying course start and end times, confirming all videos were shown, that course guides were provided, etc. These surveys will be conducted periodically and typically when a question arises about a specific class or instructor. Surveys will be used as an investigative tool to determine key aspects of the instructor's performance, or in relation to an incident that may have occurred in class that was brought to the attention of NSC program staff.

4. **Online Monitoring**

NSC shall monitor online courses to ensure they are modified from time to time to reflect current statutes and best practices in educational methods. NSC has processes in place for such ongoing monitoring. To monitor the online training programs for security and validation measures, NSC shall use the following measures:

i. **Registration Validation**: During registration on the DDC Online Course website, the participant will fill out several fields of personal information, including specific identifying information that must exactly match the related citation and enrollment forms as provided to NSC by the Circuit Court in the daily electronic record for program enrollment.
ii. **Email Registration Confirmation**: As a part of the registration process, the participant will provide NSC with their email address. As a secondary level of security, after the registration is completed, the driver will be sent a confirmation email. The email will include a hyperlink directly to the online course. At the initial visit to the site, the participant will be required to create their own unique login and password.
iii. **Attentiveness to Course Material**: The DDC Online program shall be designed with multiple levels of user interactions to ensure the user must remain attentive to the course material and cannot progress in the course until they have heard all narration, completed all activities and exercises, and watched all videos on a page.

Such interactions include:

- Navigation Interface Buttons
- Activities and Exercises
- Videos
- Session Quizzes

iv. **Post-Test**: After the participant has completed all of the interactive content and viewed the entire course, they will proceed to a Post-Test. Access to the Post-Test shall be denied until all sessions have been completed. The Post-Test shall be taken in one sitting because the course shall not bookmark participants in the middle of
the test. If the participant fails to achieve a score of 80% in their initial attempt, the participant may elect to retake the test two additional times in an effort to achieve a score of 80%. In each of the two subsequent re-tests, the participant will be given a test with 25 questions randomly taken from the bank of remaining questions that were not used in the preceding attempts. If the participant fails all three attempts, they will have failed the course, will no longer have access to the course, will not be listed as successfully completing the course and will not be able to print a certificate of completion. The NSC post-test process may be modified to keep up to date with industry standards.

Program Eligibility Tests
Only certain defendants who receive citations in Cook County are eligible to participate in the Program and its course offerings. Eligibility for the courses is based on a number of factors, including the nature of the offense, age of the offender, the offender's driving record, previous experience in the Program and the Program referral source. NSC is expected to confirm eligibility in every case referral and to process corrections if appropriate. Initial Program choices made by the defendants after they receive citations may need amendment by NSC.

Eligibility for the four-hour online or classroom course:

- Under 18 years of age, court appearance with a parent/legal guardian and ordered by a judge.
- 18 years of age or older and has not completed a four-hour online or classroom course for a traffic citation issued within 12 months, measured from the violation date. Due to the suspension of all in person classroom sessions during the COVID-19 pandemic, and the resulting suspension of the eight-hour class, this restriction has been amended. Defendants may complete the four-hour online course a second time within 12 months, in lieu of the eight-hour course.

Eligibility for the four-hour classroom course for youth, (suspended during the pandemic):

- To age 24, court appearance and ordered by a judge.
- 18 to 24 years old and has not completed a four-hour online or classroom course for a traffic citation issued within 12 months, measured from the violation date.

Eligibility for the eight-hour classroom course, (suspended during the pandemic):

- 25 years of age or older and has completed a four-hour online or classroom course for a traffic citation issued within 12 months, measured from the violation date; or, at the discretion of the court.

Due to the suspension of the eight-hour class during the pandemic, defendants may take the on-line four-hour course twice within a 12-month period, measured from the citation date, the second time as a surrogate for the in-person eight-hour course, which would otherwise be offered.

If enrollments are determined to be ineligible, NSC shall prepare and deliver notice to the defendant indicating that they are ineligible for a course and that the defendant will receive a refund of the course fee, less any ineligible referral processing fees and any other applicable Program fees. Those who request a course option a third time within a 12-month period are not eligible and will receive a conviction on their driving record.

Referrals opting for or court-ordered to TSS are placed on Court supervision and given four to six months to complete the required course. As the incumbent vendor, NSC has developed a robust Cook County Traffic Safety School course registration system that will allow NSC to manage eligibility verification, course registration, rescheduling and re- enrollment.

Referral Eligibility Processing
Upon NSC receipt of the electronic file from the E-Plea Online Traffic Ticket System, the NSC DMC Business System will perform an eligibility check for each referral. NSC shall compare the Court records with the NSC database for previous registrations and completions. NSC will process the daily electronic records received from the Clerk of the Circuit Court each business day.

Referral eligibility will be determined by the Office of the Chief Judge (OCJ) in accordance with the Traffic Safety Program Standards adopted by the Conference of Chief Circuit Judges, currently dated February 15, 2008. The OCJ may opt to change how referrals are assigned to which courses. As of the contract "Effective Date", referrals will be assigned based upon the below criteria:

Eligibility for four-hour Online or Classroom Defensive Driving Course:

- Under 18 years of age, court appearance with a parent/legal guardian and ordered by a judge
- 18 years of age or older and has not completed a four-hour online or classroom course for a traffic citation issued within 12 months, measured from the violation date
- Online – 18 years of age or older and has already completed a four-hour Online or Classroom TSS course for a traffic citation issued within 12 months, measured from the violation date. Defendants, at the discretion of the Court, may complete the four-hour online course a second time within 12 months

Eligibility for four-hour classroom Alive at 25 Course:

- 18 to 24 years old and has not completed a four-hour online or classroom course for a traffic citation issued within 12 months, measured from the violation date

- NSC highly encourages 18- to 24-year-olds who have completed an online program to be upgraded to Alive at 25 four-hour classroom program for the second traffic citation within 12 months, measured from the violation date
- To age 24, court appearance and ordered by a judge

Eligibility for eight-hour classroom Attitudinal Dynamics of Driving Course:

- NSC highly encourages those over 24 years of age who have completed an online program for their first offense to be upgraded to Attitudinal Dynamics of Driving eight-hour classroom program for the second traffic citation (within 12 months), measured from the violation date
- At the discretion of the Court

If the referral is determined to be ineligible for TSS, NSC shall prepare and deliver notice to the defendant indicating that they are ineligible for a course and that the defendant will receive a refund of the course fee, less any ineligible referral processing fees and any other applicable Program fees.

Processing Referrals to Traffic Safety Program

1. **Referrals via Court Diversion Envelopes**
   - I. Referrals who receive the diversion envelopes from a law enforcement officer and elect to take a Traffic Safety School course can mail the diversion envelope to the Court or use the Court's Online Traffic Ticket System, E-Plea, to enter their plea.
   - II. Diversion envelopes that are returned to the Clerk are handled by Clerk personnel who enter plea details, document receipt of the ticket fines, Traffic Safety Program requests, and related course fees into the Court's Traffic Ticket System.
   - III. Referrals who use the Court's Online Traffic Ticket System, E-Plea, enter their own plea details, pay their ticket fines, enter their Traffic Safety Program request, and pay their related course fees into the Court's Online Traffic Ticket system.
   - IV. The Court electronically sends NSC a data file each business day of E-Plea referrals that elected Traffic Safety School. In preparation of the Odyssey Traffic Case Management System go-live, NSC has worked extensively with the Cook County IT team to receive all TSS registrations, both E-Plea and mailed in, via this electronic file, eliminating the need for paper ticket copies to be copied by NSC or sent to NSC by the Clerk's office.
   - V. NSC will process the electronic file daily through its NSC DMC Business System, which performs eligibility verification. NSC uses the TV240 report to balance the NSC DMC Business System against the Court's Traffic Ticket system to ensure all tickets for that payment date are assigned to TSS.
   - VI. If the driver is eligible for the online course, the driver is immediately sent an email confirmation providing their assigned unique online access code and a URL so they can begin the online course. Once on the NSC online course site, the driver must enter the access code and create a unique user ID and password prior to starting the course.
   - VII. If the driver is eligible for a classroom course, the driver is automatically assigned to a specific classroom course based on their eligibility determination and preferences

noted for location, day of the week and language. Once the Odyssey Traffic Case Management System goes live, NSC is implementing an efficiency in which the driver would immediately be sent an email directing them to the NSC classroom online registration URL where they can register for the specific class date/time/location/language they prefer based on eligibility determination. The NSC secure online registration site only offers the driver classes they are eligible to take. This efficiency will reduce the need for classroom participants to reschedule.

VIII. Once the driver is registered for a classroom course, the driver receives an email confirmation clearly indicating the class location address, class date, class time, room number, NSC Classroom Code of Conduct, and any pertinent location details such as parking requirements. A Google Maps link is provided as a courtesy for driving directions.

2. **Referrals via Court Order**

I. Currently, for referrals who are court-ordered to attend TSS by a judge, Clerk personnel will enter the plea details, document receipt of the ticket, fines, and traffic safety program referral and related fees into the Court's Traffic Ticket System. Clerk personnel manually send NSC the judge-ordered forms for processing TSS.

II. NSC enters the judge order into the NSC DMC Business System and assigns the registrant a course based on the course type required and the preferences indicated on the judge-ordered form.

III. In preparation of the Odyssey Traffic Case Management System go-live, NSC has worked extensively with the Cook County IT team to receive all TSS registrations, both E-Plea and mailed in as noted above, as well as both elected and judge-ordered, via the electronic file – eliminating the need for paper tickets to be copied by NSC or sent to NSC by the Clerk's office. When the Odyssey Traffic Case Management System deploys, the process will be:

a. NSC will process the electronic file daily through its NSC DMC Business System that performs eligibility verification. NSC uses the TV240 report to balance the NSC DMC Business System against the Court's Traffic Ticket system to ensure all tickets for that payment date are assigned to TSS.

b. If the driver is judge-ordered to take the online course, the driver is immediately sent an email confirmation providing their assigned unique online access code and a URL so they can begin the online course. Once on the NSC online course site, the driver must enter the access code and create a unique user ID and password prior to starting the course.

c. If the driver is ordered to a classroom course, the driver is automatically assigned a course type requirement in the NSC DMC Business System based on the judge's order. Course types can be the Defensive Driving Course four-hour, Alive at 25 four-hour or the Attitudinal Dynamics of Driving eight-hour. The driver is immediately sent an email directing them to the NSC classroom online registration URL, where they can register for the specific

class date/time/location/language they prefer based on their required course type. The NSC secure online registration site only offers the driver class options for the course type they are required to take.

d. Once the driver is registered for a classroom course, the driver receives an email confirmation clearly indicating the class location address, class date, class time, room number, NSC Classroom Code of Conduct and any pertinent location details such as parking requirements. A Google Maps link is provided as a courtesy for driving directions.

Rescheduling

NSC shall be entitled to charge participants a rescheduling fee when participants reschedule less than fourteen days before their scheduled classroom course date. NSC shall advise participants in their confirmation notice of the last date to reschedule without the imposition of a rescheduling fee.

Participants have three options to reschedule:

1. Go to the **online registration site**, pull up their current registration, and click on "reschedule." If a driver reschedules 14 or more days before their scheduled class date, they may select another class and incur no fee. If a driver reschedules less than 14 days before their scheduled class date, a rescheduling fee will be charged. The participant may pay the fee through the online registration site by credit card. The rescheduling fee must be paid prior to NSC assigning a new course date.

2. **Call the NSC Traffic Safety Program Customer Service Center** and request to be rescheduled. If a driver reschedules 14 or more days before their scheduled class date, they may select another class and incur no fee. If a driver reschedules less than 14 days before their scheduled class date, a rescheduling fee will be charged. The participant may provide a credit card number to the Customer Service Center. The rescheduling fee must be paid prior to NSC assigning a new course date.

3. If the driver needs to **mail in a cashier's check or money order**, instructions will be provided. No personal checks will be accepted. The rescheduling fee must be paid prior to NSC assigning a new course date.

Re-enrollment

- Referrals who fail to complete TSS within the timeframe allowed by the Court may have a conviction entered against their driving record. In such cases, the referral may petition the Court to request an extension of the time available to complete TSS and have the conviction removed. If such a request is granted by the Court, this would be considered a re-enrollment.
- Currently NSC is notified of re-enrollments through the audit of the TV240 report. Court personnel will have entered the re-

enrollment orders into the Clerk's system.

- NSC will document the notice of re-enrollment on the referral's record in the NSC DMC Business System for reporting purposes.
- NSC will assign the referral into another TSP course based on the judge's orders, the referral preferences, and the new compliance (return) date. NSC will send the referral a confirmation document via email.

Data Exchange, Real-time Course Completion Data for Judges

By law, the Office of the Clerk of the Circuit Court is the keeper of all Court records. As such, the Clerk will frequently exchange information and records with NSC concerning Court referrals, course enrollments, fee payments, course completion, eligibility, and course option changes. Most of the data exchange is currently in electronic form. National Safety Council shall be prepared to exchange data with the Clerk of the Circuit Court as below. Further, NSC shall maintain a website as noted below to provide judges with real-time access to course completion records.

Course enrollments – prior to the COVID pandemic, NSC representatives visited the R. J. Daley Center and the suburban municipal district courthouses on each business day to copy the court diversion ticket course selection forms received by the Clerk through the mail and in-person from motorists at each location and court orders for course referrals. Such visits are no longer necessary. The Clerk now provides daily electronic records (TV240) from each of the districts to NSC of that day's payments received for course enrollments by mail, in-person and through the Clerk's online traffic ticket (E-Plea) system. E-Plea provides motorists who receive a traffic ticket citation the opportunity to respond to Court electronically. Through E-Plea, motorists can enter pleas, pay fines and fees, and can choose the Program course option, as well as enter course preferences for language, location, and days of the week. Such files are transmitted in textual, delimited, secure form.

Course completions – Based on a court calendar provided by the Clerk, NSC securely transfers to the Clerk an electronic record of both tickets with courses completed and tickets in noncompliance five court calendar days prior to the scheduled compliance dates (six months from fee payment). Such files are transmitted in textual, delimited, secure form. In July 2020, NSC made available to traffic court judges a new tool to help in judicial decision-making: on-line, real-time records of course completion. The records can be accessed from the judges' bench through a secure website.

Payments received by the Clerk – As described above, each court day, the Clerk transmits to NSC a record of payments received that day for course enrollments (TV240) from each of the districts through E-Plea and by check. The Clerk also transmits a monthly reconciliation report to NSC of traffic tickets and associated payments within payment date compliance range (CKCTV387). The Provider uses the CKCTV387 report to reconcile recorded payments to its records of course completions and enrollments.

Final compliance review – Each day, Clerk representatives from each district send NSC lists of Program participants who were electronically reported as non-compliant and are now within a few days of noncompliance, but who are not yet on record for completion

(TV13 reports). Lists are submitted to NSC manually by email or telefax for final compliance review.

The Clerk of the Circuit Court is now in the process of implementing new e-filing and case management systems for civil cases, including traffic citations in Cook County. When completed, the Odyssey case management system will enhance the on-line features now available to motorists through E-Plea to settle their traffic citations, enabling them to schedule Program courses and process changes to schedules, and enrollment preferences, not now available through E-Plea.

NSC has over 45 years of experience in electronically registering, scheduling, maintaining, and reporting records for participants in a multi-site training program. To support this training, NSC has significantly invested in a highly customized, fourth-generation proprietary relational database known as the NSC DMC Business System. A list of what the system can accomplish is also detailed in the section entitled "Program Recording, Confidentiality" below.

The NSC DMC Business System contains all information pertinent to the participants who are required to attend and/or have completed the various courses tracked in this system. As an added feature, the application has provisions to record and manage the completions of participants for multiple courses, in multiple jurisdictions, through multiple delivery methods (i.e., classroom, online or self-study).

For this contract, NSC will be tracking both court-diversion and court-ordered training records in the NSC DMC Business System. A driver electing or court-required to complete more than one course will have one record in the NSC DMC Business System that houses all courses required by ticket number, as well as status for each course.

The NSC DMC Business System tracks by driver:

- Unique Cook County ticket number and associated district
- Demographic data to include driver's license number, date of birth, mailing address, phone, email, etc.
- Eligibility course assignment, including both County payment date and return (compliance) date
- Financial records by course/class
- Mailings sent, including email communication
- Electronic data transmission information to/from Cook County for each ticket
- Access code for online course registrants
- Course status – registered, missed class, completed class, etc., for multiple courses, if applicable
- Text records for customer service interactions with that driver

Further, NSC has been using a web-based registration system for more than 12 years, successfully using this media to support the DDC class participant registration process. NSC has developed and recently updated the Cook County TSS web-based registration site.

Using the latest technology, the upgraded NSC online registration website is accessible

from a smartphone or tablet. It is designed for ease of use; images and fields automatically resize, making screen movements and text entries effortless on handheld devices. From the online registration site, participants are able to review class schedules with robust search capabilities. Filters allow for sorting by class date, time, and location, day of the week and language preferences.

Additionally, the online registration website allows participants to access frequently asked questions and ultimately reschedule their class online. Another upgraded function of the site allows participants the ability to log in and reprint a class confirmation to access class details, their online course access code or driving directions to a classroom location.

Course Enrollments

NSC currently receives the TV240 report electronically each day and utilizes it to enter referrals that did not use the Court's E-Plea payment system into the DDC database. NSC balances the NSC DMC Business System daily data entry to each TV240 payment date to ensure NSC received all tickets electing or court-ordered for TSS, whether paid via E- Plea or paid directly to the Clerk in-person or via the mail.

Once the Odyssey Traffic Case Management System goes live, all referrals taking TSS, both elected and judge-ordered, will be sent to NSC daily in the electronic file. As noted in the RFP, the TV240 report and the updated Odyssey Traffic Case Management System will both eliminate the need for daily visits to courthouses.

Online Course

- If the participant electing TSS is eligible for the online course or is judge-ordered for the online course, the participant is immediately sent an email confirmation from NSC providing their unique online access code and a URL so they can begin the online course. The participant must enter the access code and create a unique user ID and password prior to starting the course.

Classroom Course

- If the participant electing TSS is eligible for a classroom course or is judge-ordered for a classroom course, the participant is immediately sent an email directing them to a NSC URL where they can register. Based on the ticket number and name input by the participant, the NSC secure online registration site knows which classroom curriculum the participant is eligible or required to take and only offers the participant to register for classes they are eligible to take.
- Upon registration for a classroom course, the participant receives an email confirmation clearly indicating the class location address, class date, class time, room number, NSC Classroom Code of Conduct and any pertinent location details such as parking requirements. A Google Maps link is provided as a courtesy for driving directions.

Another participant communication enhancement to the NSC Cook County DMC Business System is reminder emails. NSC reminds participants via email of their upcoming TSS classroom course five days and again two days prior to the scheduled class

start date. If a participant does not have an email address, NSC mails them, via U.S. Postal Service, one upcoming class reminder eight days before the scheduled start date.

The class reminder email looks very similar to the class confirmation email detailing the specifics of the upcoming class:

- Date/time
- Location
- Directions hyperlink
- Room information
- Class notes, such as parking details, no smoking on premises, if they should bring lunch, etc.
- Expectations for their conduct in class

NSC also sends a reminder email to participants who registered for a classroom course but did not attend as scheduled. The email is a courtesy to remind the participant to reschedule his or her open TSS assignment and includes a hyperlink the participant can use to reschedule immediately using the NSC online registration site.

NSC implemented two measures during the current contract that have had a significant impact on reducing the number of non-compliant referrals. First, for participants who have not yet completed, NSC emails at six weeks and again at four weeks prior to their non-compliance (return) date to remind them if they do not complete TSS at least five days prior to the return date, they will be reported as non-compliant to the Court and their ticket may be reported to the Illinois Secretary of State. Secondly, NSC makes automated Dial-My-Calls to each participant two weeks prior to their return date as a last-effort notification with similar messaging.

The overall goal is to provide additional communication to these participants to enhance their customer experience and encourage them to complete their TSS course in advance of their compliance date. By taking these extra measures to encourage participants to take action or face resulting consequences, **NSC is very proud to indicate that its non- compliance rate is averaging 11%, well below the previous provider's rate.**

NSC is extremely proactive in seizing opportunities to streamline processes that drive success in key performance indicators such as non-compliance rates. As always, NSC is open to all other suggestions the Clerk has to make operations more efficient, to engage participants further in electing and completing TSS, and/or to promote TSS with the Court and judges.

Course Completions
NSC and the Court have been successfully communicating via Secure File Transfer Protocol (SFTP) since NSC was awarded the Traffic Safety Program in 2016 and will continue to do so. NSC transmits an electronic record of tickets five Court calendar days before the ticket compliance (return) date based on the Court calendar provided by the Clerk. This report includes both tickets with course completions and tickets that are non-compliant or have not yet completed the required TSS course.

Judge Real-Time Access to Completions
In July 2020, NSC developed a web-based, real-time tool for court judges to access

records of TSS course completion. Through simple entry of the ticket number, the website will immediately display whether the class requirement for that specific ticket has been completed. If the class was completed, the website displays the completion date, the type of class completed (Online, Alive at 25, etc.) and the district where the ticket was issued. No other participant information or Personally Identifiable Information (PII) is displayed. If the participant has not yet completed the class for that specific ticket, the site simply shows “Ticket XXXXXX has no record of completion.”

This new, secure functionality is found at https://dmc.nsc.org/secure/ck-comp.html. (Screenshots below)

Initial Screen:



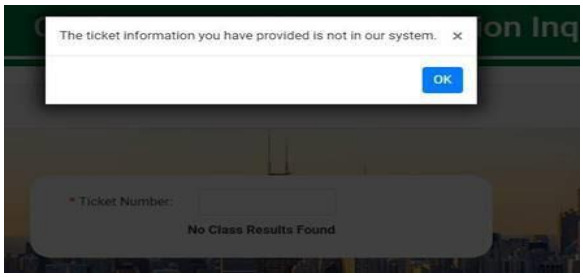
Class Completed:



Class Not Completed:



Ticket Not Found In System:



Payments Received by Clerk
NSC audits ticket records using the TV240 electronically sent by the Clerk daily to ensure accuracy in the NSC database. Monthly, the Clerk then submits the CKCTV387, or reconciliation report, and related delimited data file and payment check to NSC to reconcile individual ticket payments for that month's payment dates. This extensive process includes applying payments in the NSC database to each individual ticket for which the Clerk is issuing payment. NSC then runs an exception report in the NSC DMC Business System, looks up individual exception tickets in TRIMS (soon to be the Odyssey Traffic Case Management System), and makes appropriate adjustments in the NSC database for indigent (waived fees) or reduced fee referrals to match the County Traffic System database. The Clerk is then notified by NSC via written correspondence of any underpayments and/or overpayments (mismatches), including a NSC check for any County overpayments, if applicable. For underpayments or "short-pays" to NSC, NSC sends an individual ticket listing back to the Clerk requesting a check from the County for the underpaid tickets.

Final Compliance Review
Daily, each of the six districts sends NSC, via email or fax, a list of tickets that were reported as non-compliant on a prior electronic data transmit to inquire if the participant has completed a TSS class since transmit. From that TV13 report from each district, NSC looks up each participant/ticket in its database and reports back to the Clerk in each district as to whether each ticket is now compliant. As this continues to be a very manual process, NSC is willing to work with the Clerk's Office to explore more automated ways to exchange this information. Once such automation opportunity would be for the Clerk's Office to use the secure NSC website noted above that judges use to obtain course completion data real-time via ticket number entry.

Odyssey Case Management System
As noted in other areas of this Agreement, NSC, as the current provider for the Cook County Traffic Safety School, has worked extensively with the Clerk IT team to prepare its systems and processes for the deployment of the Odyssey Traffic Case Management System. This was a huge undertaking for all involved. NSC ensured it actively communicated with the team to be as automated as possible. NSC collaborated on a number of calls over several months to bring the Clerk IT team up to speed on current processes as well as recommended efficiencies to ensure the file exchanges and daily shared processes were considered during programming. At this time, NSC is ready for deployment of the new Odyssey Traffic Case Management System when it goes live and we are looking forward to the efficiencies that it will bring for everyone.

Other Program Services
NSC shall provide a Court-approved certificate of completion to each Program graduate and provide duplicate certificates at a nominal fee to those graduates requesting additional copies. When requested by the Court, NSC shall provide notification and an official copy of the completion certificate to the Clerk of the Circuit Court.

NSC shall explain in detail how they will from time-to time provide training for law enforcement officers and for Court judges and administrators on Program benefits and developments.

NSC shall make promotional material available to the Court and other agencies as requested and shall assist the Court in any efforts undertaken to improve upon or expand the Program.

Certificates

The NSC online course allows the participant to print out their approved certificate of completion after finishing the course and successfully passing the post-test. Even after course completion, participants have access to their online course via the unique login and password they established and can reprint the certificate as needed.

NSC currently provides an approved certificate of completion to each participant in a classroom course immediately following successful course completion. Should a participant need a reprint of a classroom certificate, they can contact the NSC toll-free customer support number to request one for a nominal fee. At the request of the Clerk of the Circuit Court, NSC shall provide an official copy of a certificate of completion.

Training

NSC will provide Cook County Courts, judges, administrators, and law enforcement with a series of monthly "Lunch and Learns" that will offer a sociable, collaborative approach to NSC product and service offerings for Cook County. This will foster a culture of learning and knowledge-sharing for the NSC Cook County TSS Program, support knowledge- based learning on how the program works and share feedback and needs for growth.

During the "Lunch and Learns," attendees will be able to dive into NSC's offering, get an understanding of how the NSC program can support the Traffic Safety Program, and offer support to judges on "how-to" send offenders through NSC TSS.

The "Lunch and Learns" will be held once a week throughout any given month, either virtually via Zoom or in person. Dates and times are subject to change based on the judges' schedules and County needs. We will conduct "Lunch and Learns" between 8 to 10 hours a month.

NSC shall provide training services with no additional compensation for such services. NSC shall also prepare and provide a reference document that provides a brief description of each course, enabling the courts to assign the appropriate TSS course for their defendant.

Promotional Material

NSC shall continue to be a highly collaborative partner that listens to the evolving needs of the Clerk's office, judges, and administrative team members. NSC will continue to use technology to make processes more efficient and ultimately increase participation in TSS. NSC is open to providing informational brochures and additional promotional materials to the Clerk or Court for this purpose.

NSC is willing to participate in meetings, conferences or events intended to improve or expand the Program.

Program Recordkeeping, Confidentiality

NSC shall demonstrate its experience in recordkeeping for large-scale ongoing education initiatives with complex attributes for both the students and the Court. Detailed recordkeeping and data collection shall include:

- Course registration and registration changes
- Student demographics
- Course completion
- Fee collection
- Eligibility
- Court referrals
- Discrepancy investigation

NSC shall demonstrate its ability to provide the Court with quarterly written reports of collections and expenditures in the operation of the in-person and on-line courses, the number of Program enrollments, and course completion rates. Reporting shall include collections for match and mismatch items, the number of enrollments for each month by district, class demographics, including a breakdown of foreign language classes and the use of interpreter services, results of student evaluations and a narrative report on the status of research in progress. NSC must have the capability to produce special reports for the court upon request. NSC shall also demonstrate its ability to provide the Court with quarterly written reports as to the benefits of the Program in reducing citation and accident recidivism.

NSC shall maintain confidentiality with respect to Program records, as well as its ability to maintain the confidentiality of the records of defendants attending the courses, in-person and on-line, to the satisfaction of the Court. NSC shall maintain adequate security for all financial, statistical, personal, technical, and other data or information available by this contact, including participant course records. Such data shall be equally protected by Program partners, subcontractors, and instructors.

By the 60th day following the end of each calendar month during the entire term of this contract, the Clerk of the Circuit Court shall submit to NSC, in both hard copy and machine-readable form, a record of Program course fee collections of the previous months to provide NSC the ability to reconcile its accounting records with those of the Clerk. The reports shall include at a minimum: the name of the Referral, court date, collections, and the ticket number. Based on these records, NSC shall create a summary report of matched items and a mismatch report, summarizing those items where the records of NSC and the Clerk are in disagreement. NSC shall submit these reports to the Clerk, which will be primarily responsible for resolving discrepancies. The OCJ shall be the final authority in resolving any matters of dispute. The Clerk shall immediately disburse funds to NSC for mismatched or disputed items.

The Court shall be the sole owner of any and all information, pertaining to the registration, eligibility, ineligibility, enrollment, reenrollment, course fees, and course completion of all referrals. NSC shall maintain the records on behalf of the Court. The Provider shall submit to the Court a complete copy of all records within five (5) business days of a written request for all Program records.

NSC shall ensure that all Program records, including completion records, course registrations, and personal and financial data, are backed up in an encrypted format and are stored offsite through a secured data storage vendor. In accordance with Program Standard No. 6m, all records shall be maintained for a minimum of four (4) years.

As detailed in the section entitled "Large-Scale Traffic Safety Instruction and Course Management," NSC has extensive experience in recordkeeping for large-scale ongoing driver safety courses. The NSC DMC successfully manages more than 25 levels of state and court driver safety programs for ticket dismissal, point-reduction benefits, and insurance- reduction benefits across 12 states. Each program is unique in its regulatory, operational, data and service requirements. NSC has significantly invested in its infrastructure to deliver these programs, including complex systems development, network, and systems security to ensure data confidentiality and protection, instructor training, staff expertise, and so much more.

Records and Reporting – Dedicated Relational Database

As also defined in the section entitled "Data Exchange, Real-time Course Completion Data for Judges," NSC uses a relational database, NSC DMC Business System, to maintain course requirement and completion data. As an additional feature, the database has the functionality to record and manage the certifications of participants and instructors for multiple courses, in multiple jurisdictions and languages. Using this system, NSC provides recordkeeping for courts and motor vehicle departments throughout the country. Course completion data are transmitted through secure electronic channels to the appropriate court or motor vehicle department. In addition, all records are maintained in a secure environment for the specific amount of time determined by the court or motor vehicle department.

NSC shall provide the recordkeeping required under this contract and provide all reporting functions including the electronic notifications to the Court of any referral's course compliance or non-compliance. NSC shall also report any eligibility discrepancies.

The NSC DMC Business System programs are designed in such a manner as to provide an á la carte selection of functions and reports to allow customization that meets the specific requirements of a given court or state-level driver safety program. Additionally, the system is designed in a manner conducive to the addition of new capabilities and the expansion and modification of existing features.

Program record processing and reporting shall include:

- Utilizing a unique identifier for each participant to connect all training history
- Tracking participant profile information, including but not limited to name, address, date of birth, driver's license number, contact information, etc.

- Maintaining referral entity information by participant such as county/district, ticket, court, state
- Attaching required courses by eligibility, course type, and need-by or compliance dates
- Tracking classes the participant registered for and/or attended, and grades for those classes including pass/fail
- Managing financial payment information by class for each participant
- Overriding fees by participant as necessary for indigent participants who need a course at a reduced fee or no fee
- Managing payments to outside entities, including requiring court or state entity, on behalf of that participant/class
- Issuing mailings to participants such as class confirmations, certificates, requirement notices, ineligibility notices, evaluations, etc., including attaching participant payment, where applicable, for reprint requests
- Retaining record of all mailings, including email(s), distributed to a participant and when including specific certificate or ticket numbers required by governing agency
- Preparing all files in required export format for electronic communication to the state or court entity
- Depicting all actions processed for a particular participant, including automatic and manual text notes for all communication contacts
- Tracking all class information for registration to include location, room, instructor, and specific location directional notes
- Maintaining all instructor profile information and courses certified to teach and appropriate certification expiration dates
- Processing and tracking participant evaluations
- Allowing for myriad reports that are vital to the day-to-day compliance activities and system users, including but not limited to completion transmits, non-compliance and ineligibility reports, registration information, financials, program statistics, and monitoring reports around evaluations
- Customizing reporting for the system menu or ad-hoc reporting on demand. These could include state agency reports around reconciliation, financials, audits, etc.

Additionally, the DMC Business System NSC uses for the Cook County TSP is designed to incorporate:

- Auditability – The system incorporates “tracking methods” with built-in edit checks to ensure all entries are complete and accurate. The system also stores information pertaining to when a record was updated and who performed the update.
- Access Security – No one can access the system without approved, secured authorization. Further, the system operates under three levels of internal access control: overall system access, application level (program level), and functional level (menu line). Each database is controlled entirely by the state program administrators at the Data Management Center. Data cannot be released without the express approval of the respective state/county/court agency.
- Maintenance – At the program administrator level, NSC has the ability to adjust programs without intervention of outside programmers.
- Communication – The system has the ability to easily and securely share completion

records with the appropriate state agency or customer, as defined in each program contract.

NSC worked extensively with the Court during the 2016 transition period to determine the electronic communication options that proved most beneficial to the Court. NSC built a robust Business System that not only met the data exchange requirements under the current contract but can continue to prove successful under any new contract. Its system is built to be compliant with TRIMS, and NSC already has worked extensively with the County's IT team to ensure its programs, systems and data exchanges are ready for the Odyssey Traffic Case Management System upgrade, when deployed. NSC shall continue to schedule electronic communication to occur at any interval desired by the Court.

Record Ownership, Retention, Confidentiality and Security

The Court shall be the sole owner of any and all information pertaining to the registration, eligibility, ineligibility, TSS fees and course completion of all referrals. NSC shall continue to maintain the records. NSC shall provide the Court with a complete copy of all records within five business days of a written request for all program records.

NSC has procedures and features in place to ensure the physical security of its data and information systems. NSC physical security involves the use of a dedicated secure facility for the administration of the servers containing this program with entry-control features and an intrusion detection system (motion and temperature sensors), dedicated redundant power sources, and power backups. NSC offices also have a visitor policy prohibiting non-personnel from entering areas where secure data is maintained and performs background checks on all employees who have contact with a participant's personal data or who work in an area where participant information is processed.

Internal securities include controls to authenticate and permit access to the NSC DMC Business System only to authorized individuals via network logins. Every user has separate passwords for the network and the NSC DMC Business System applications that store participant data. In addition, access is limited to specific segments of the NSC DMC Business System based on staff responsibilities. All financial applications are coded to protect secure credit card information by masking account numbers, and all electronic data transfers are performed by authorized personnel on dedicated systems within the network domain.

NSC shall continue to ensure all traffic safety course records, including completion records, course registrations, and personal and financial data, are backed up in an encrypted format and backups are stored separate from the systems through a secured data storage process. In addition, all records are maintained in this secure environment for the specific amount of time determined by the court or motor vehicle department; in this contract that duration is four years.

NSC servers are hosted in a data center that provides high-density cooling, 9MW of onsite power, an N+1 power design, and N+1 cooling for always-on availability. This hosting Tier III facility features security measures that include dual- factor biometric authentication, 24/7/365 security guards, and CCTV. It is also SSAE18 SOC1 and SOC2, SOC3, HIPAA, and PCI-DSS compliant. This facility also houses backups - on separated,

dedicated network and storage infrastructure. It is completely detached from our network – providing separation and no access to the backups directly from the data network.

Backup of the system is scheduled for differentials on Sunday through Friday, with full backups performed on Saturday evenings. NSC has a policy for outdated system disposal, with certificate of destruction for any hardware that may contain sensitive information.

Management Reports

Immediately following the completion of a course, instructors shall be required to report class completions to NSC. Each Court transmit day, as defined by the Clerk's Court calendar, NSC shall compile into a single data file and send to the Clerk both online and classroom completions, in a format to be defined by the Court. The single data file shall serve as the official record of completion or non-compliance.

NSC shall use the NSC DMC Business System for referral eligibility, registration, and completion reporting and reports that are vital to the day-to-day activities of the system user. NSC shall prepare reports to provide details requested by the Court, including the number of referrals for each month by district and class statistics, as well as the breakdown of foreign-language classes.

NSC shall develop the unique reports necessary to provide the detail requested by the Court related to the match and mismatch items. NSC will use the record of TSS fees to be provided by the 60th day following the end of each calendar month from the Clerk of the Court while conducting a financial reconciliation.

NSC shall be prepared to report monthly on any element of data that would be beneficial to the Court, including, but not limited to, the names of referrals, driver's license numbers, number of referrals, date of the ticket, referrals per district, number of court-ordered referrals, number of foreign language classes, results of participant evaluations, numbers of re-enrollments, number of rescheduled participants, number of classroom sessions, number of participants, number of online classes and, of that number, the success/fail rate. Reports shall be exported in the format as requested by the Court.

NSC shall provide narrative reports on the status of any research in progress at the time of the management report.

Quarterly Written Reports

As requested, NSC shall provide the Court with quarterly written reports as to actual expenditures in the operation of the in-person and online programs. NSC shall provide management reports that include monthly breakdown of results of the program. The report must include a financial summary and billings, as well as the following: the number of referrals by district, pass/fail statistics; the number of each course offered; a breakdown of foreign-language classes; the number of participants who required sign language interpretation; the number of ineligible referrals by district; the number of indigent and reduced fee referrals; the number and amount of Other Fees collected, including the rescheduling, reenrollment, reprint and credit card chargeback fees; results of participant evaluations, and a narrative report on the status of research in progress.

Other Reports

NSC shall work with the Court to determine reporting needs and shall develop the report necessary to fulfill that need. Reports shall be exported in a format as requested by the County.

Program Fees

Fees to NSC for Program services are paid solely by the Program participants, collected by the Clerk of the Circuit Court on behalf of NSC or by the NSC directly, depending on the nature of the fee. Neither the Court, nor Cook County shall provide compensation to NSC for these services. Fees for services shall be included in the proposal for each of the eight Program years and must be reasonable to accomplish Program public safety goals, consistent with NSC's not-for-profit tax-exempt status.

In addition to basic course fees, the Provider may charge Program participants additional fees for a variety of other processing services, outlined below. These fees are generally collected directly by the Provider from the participants. NSC may outline its proposed fees as currently construed, or differently, as it believes appropriate.

- Certificate Reprint Fee: Processing additional copies of the Traffic Safety Course Program Completion Certificates.

- Credit Card Chargeback Fee: Processing additional transactions if the original charge is subsequently reversed.

- Ineligibility Fee: Processing ineligible course sign-up requests.

- Reenrollment Fee: Processing reassignment requests for changes in course date, time, and location after a referral fails to complete a scheduled course within the time allotted by the Court.

- Rescheduling Fee: Rescheduling occurs when a Program participant requests a change in assigned course date, time and/or location. A rescheduling fee may be charged when a participant requests reassignment of a course date, time, and/or location less than 14 days from their scheduled course date. Fees may be waived if circumstances dictate.

NSC shall consider the following points in proposing Program fees: 4

National Safety Council shall receive payment on a monthly basis for its services from the Clerk of the Circuit Court, which acts as the depository on behalf of the Court for basic course fees collected from defendants. By the 20th working day following the end of each calendar month during the entire term of this contract, the Clerk shall disburse funds to NSC in amounts representing course fee collections of the previous months, as determined by the Clerk. If an overpayment should occur, NSC will immediately

reimburse the excess to the Clerk or the Clerk will later deduct the excess from amounts due in later periods, as the OCJ shall determine.

Through the Court Diversion Envelope Program or through Court order, the Clerk periodically collects course fees from defendants who are not eligible to participate. For all defendants, NSC will be required to conduct tests of eligibility by matching the Referral documentation received from the Clerk to NSC's database. If the search indicates that the defendant is not eligible, NSC must prepare and deliver a notice to the defendant with a copy of such notice to the Court and the Clerk.

From time-to-time, defendants are ordered by the Court to attend a Program course at no cost or at a cost that is less than the established course fees. NSC shall provide services to\ these defendants, indigent or otherwise at no cost or at the lesser cost as ordered by the Court.

Subject to the limitations and adjustments outlined in the Schedule of Compensation, NSC shall reimburse the Court for program costs incurred by the County, the Court, and the Clerk of the Circuit Court, in amounts based on Registration volume as determined each quarter. These costs include, but are not limited to: Program staff salaries, payroll fringe benefits, supplies, information technology, other equipment, utilities, office space, and indirect overhead costs incurred to operate the Program. Such reimbursements shall be made quarterly and made payable to Cook County.

Audit, Quality Control, Social Service Reporting

NSC shall provide and pay for an annual audit of all Program receipts, expenditures and Program activities by an independent certified public accountant and resulting reports shall be shared with the Court. In addition, NSC shall provide the Court with any management letter reports received from their independent auditors concerning the Program, by the end of each fiscal year during the term of the contract.

In accordance with Section 34-146, of the Cook County Procurement Code, NSC shall submit an annual performance report to the Court that includes relevant Program statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract and programmatic outcomes.

NSC shall allow all classes and on-line programs to be monitored by representatives of the Court at its request.

NSC shall continue to maintain an effective internal control structure to ensure that audits can be conducted to this program level to ensure the program standards are met. This structure consists of organizational arrangements with clearly defined lines of responsibility and delegation of authority, and comprehensive systems and control procedures.

NSC shall retain an independent certified public accounting firm to audit NSC consolidated financial statements and provide management assessments to ensure the effectiveness of the internal control over financial reporting. The auditors must be fully separate and independent of the NSC staff and report directly to the Finance and Audit Committee of the NSC Board of Directors. The independent certified public accounting

firm must not provide consulting services to NSC. Results of the final audit must be presented to the NSC full Board of Directors for final approval.

Upon request, NSC shall retain an independent certified public accounting firm to conduct a separate annual audit of the receipts, expenditures, and program activities for the TSS. NSC would provide a copy of the audit and any management letter reports received from the independent certified public accounting firm related to this Traffic Safety School upon completion of the audit.

Upon request, NSC shall provide copies of the required reports immediately upon completion of the annual audit as of its year end, June 30. NSC also agrees to submit, upon request, an annual performance report to the Court that includes relevant TSS program statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract and programmatic outcomes.

NSC welcomes the Court's designated representatives monitoring classroom and online programs. Upon request, NSC will provide the necessary details to facilitate all requests.

Traffic Safety Program Cost Reimbursement to County

Pursuant to Illinois Supreme Court Rule 529(c) and in compliance with Conference of Chief Circuit Court standards, contractor shall reimburse the court quarterly for program costs incurred by the County, the court and the Clerk of the Circuit Court. Cost reimbursements for the term of the contract are estimated at $500,000.00. Costs include, but are not limited to, staff salary and fringe benefits, supplies, Information technology, equipment, utilities, office space and indirect overhead costs incurred by the County to operate the Traffic Safety Program.

EXHIBIT 2

Schedule of Compensation

Traffic Safety Program (TSP) enrollment has dropped from over 90,000 in 2007 to 42,669 in 2017 to an estimated 17,000 in 2021. Anticipating a continued downward trend in registrants into the foreseeable future, NSC shall pay Cook County $20 for each registration fee collected as reimbursement for the court and county program costs, to be paid at the end of each quarter. Based on Cook County's estimate of total anticipated Registrants of 33,120 in 2022, NSC would pay Cook County $662,400 per year.

If the registration volume were to decline, due to a continuation of downward law enforcement ticketing trends, reimbursements to Cook County for program costs would decline proportionally.

TSP course fees and other fees collected from program registrants listed below for services rendered shall become effective upon execution of the Contract and shall be in force and effect during the entire term of the contract, and, subject to renegotiation at certain defined points in time and if certain conditions are met as described below. All course and other fees are subject to reduction at the discretion of the trial judges for up to 1,000 indigent referrals annually as described below.

All fees shall apply regardless of whether the registrant is referred to a TSP course by court order or if the referral registers by way of self-election. In the event a registrant does not attend nor complete a course, NSC shall retain all registrant fees.

Note: Any Quarter (three consecutive months) with under 1,000 registrants, NSC would require an immediate negotiation with the county to potentially ramp down and discontinue TSP.

I. Transition Period:

The period between execution of the contract and the distribution of updated TSP ticket and court diversion materials to the various law enforcement agencies in Cook County will be known as the Transition Period. The Clerk of the Circuit Court of Cook County shall revise and distribute the new TSS materials (envelope, web pages) to reflect updated pricing and course locations without delay. The updating and distribution of the materials is expected to take 90 days from the Effective Date of the contract. If the County is unable to implement the updated materials within 90 days of the executed contract date, for each Referral processed, NSC will reduce their scheduled reimbursement to the Court by the difference between the former and the new pricing detailed below. Overall, however, the reductions may not exceed 100% of the Program Cost Reimbursements otherwise due to the Court for each quarter.

TSS materials shall at all times be consistent with the below Course Fees and Other Fees detailed below.

II. Course Fees:

4-Hour Defensive Driving Online Course (DDC Online)	$69.00 / $79.00 (yrs. 6-8)
4-Hour Defensive Driving Classroom Course (DDC 10th Edition)	$69.00 / $79.00 (yrs. 6-8)
4-Hour Defensive Driving Alive at 25 Classroom Course (DDC Alive at 25)	$69.00 / $79.00 (yrs. 6-8)
8-Hour Defensive Driving Course Attitudinal Dynamics of Driving (DDC-ADD)	$69.00 / $79.00 (yrs. 6-8)

III. Other Fees:

Fees collected from students, other than the course fees described above, for rescheduling, reenrollment, certificate reprints, and credit card chargebacks will be collected directly by NSC from the student and shall be retained in their entirety by NSC. If the Clerk collects any such fees on the behalf of NSC, the Clerk shall remit such collections to NSC within 60 days of receipt from students/referrals. Other fees shall be collected from students, both during and after the transition period:

Course Rescheduling Fee	$29.00 (no change from current fee)
Course Reenrollment Fee	$69.00 / $79.00 (matches new course fee)
Certificate Reprint Fee	$10.00 (no change from current fee)
Credit Card Chargeback Fee	$20.00 (no change from current fee)
Ineligibility Fee	$29.00 (no change from current fee)

If the referral is determined to be ineligible for TSP, NSC shall deliver notice to the defendant indicating that they are ineligible for a course and that the defendant will receive a refund of the course fee, less any ineligible referral processing fees and any other applicable Program fees. If the referral is ineligible due to requesting a TSP course option for a third time within a 12-month period, NSC will deliver notice to the defendant indicating that they are ineligible for TSP and the referral will receive a refund of the course fee paid, less any ineligible referral processing fees and any other applicable Program fees. In the event the Clerk collects a Reenrollment Fee, the Clerk shall provide NSC the Fee collected.

IV. Traffic Safety Program (TSP) Fee Collection and Processing

NSC shall receive payment on a monthly basis from the Clerk of the Circuit Court of Cook County, which acts as a depository on behalf of the Court for basic TSP course fees collected from students, either from the court diversion envelope process or in-person registration. The Clerk's Office shall disburse funds to NSC for all TSP course fees collected from the students during a calendar month no later than the 20th working day of the following month. If the Clerk's Office overpays NSC, NSC will immediately reimburse the overage to the Clerk's Office or the Clerk's Office will deduct the excess payments from amounts due in a later month, as the Court shall determine.

By the 60th day following the end of each calendar month during the entire term of this contract, the Clerk's Office shall provide to NSC, a Course Fee Collections Report (CFC) in both hard copy and electronic form. The CFC Report shall include a record of TSP course fee collections of the previous month. NSC shall reconcile its accounting records with those of the Clerk's Office. The CFC shall include at a minimum: the name of the referral, court date, cash amount received, and the ticket number.

The Chief Financial Officer of the Office of the Chief Judge, Circuit Court of Cook County, or his/her designee shall be the final authority in resolving any discrepancies related to payments, fees, and/or reimbursements, which might arise between the Clerk of the Circuit Court and NSC. Both the Clerk's Office and NSC shall disburse funds within 30 days of receiving OCJ's written determination of any discrepancy.

V. Indigent Referrals

NSC shall provide services to not more than 1,000 registrants per year ordered by the Court to attend TSP at no cost or at a cost less than the established fees set forth herein.

VI. Court Diversion Envelope Materials

NSC urges Cook County to allow NSC to propose a simplified Court Diversion Envelope that would be more understandable for all Cook County residents. NSC would be prepared to share our proposed Court Diversion Envelope within 30 days of request by the County. NSC would consider baring the cost of producing these envelopes should the county accept this recommendation. The current envelope could be considered overly complex and not easily understandable and NSC would like to help resolve.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

OFFICE OF CONTRACT COMPLIANCE
Nicole Mandeville
DIRECTOR
69 W. Washington Street, George W. Dunne, Cook County Building, Suite 3000 ● Chicago, Illinois 60602 ● (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

June 23, 2022

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street
George W. Dunne
County Building-Room 3000
Chicago, IL 60602

Re: Contract No. 2108-18660
Traffic Safety School
Office of the Chief Judge

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE and 0% WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Desiree Smith

Desiree Smith
Contract Compliance Officer

cc: Anneice Owens, OCPO
Lanice Mitchell, Office of the Chief Judge

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

[X] **FULL MBE WAIVER** [X] **FULL WBE WAIVER**

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

____% of Reduction for MBE Participation
____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

[ ] (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

[ ] (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

[ ] (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

[X] (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

NSC has been providing the Cook County Traffic Safety School since 2016. At this time NSC does not require the use of additional subcontractors to continue providing Traffic Safety School services under any future contracts. In addition NSC understands that the County has established an ideal goal that Minority and/or Women owned business enterprise firms retained as subcontractors receive a minimum of 0% of the overall estimated expenditures for this procurement.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

[ ] (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

[ ] (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

[ ] (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

[ ] (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

[X] (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

Where applicable, NSC will work with additional subcontractors and will make good faith efforts to engage MBEs for participation.

D. OTHER RELEVANT INFORMATION

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

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	**Goals**	
	MBE	**WBE**
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 0%.** 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 that 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
69 West Washington Street, Suite 3000
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 4

Identification of Sub-contractors/Suppliers/Sub-Consultant Form

Contract #: 2108-18660

OCPO ONLY:
☐ Disqualification
☐ Check Complete

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

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.: 2108-18660	Date: 11/2/2021
Total Bid or Proposal Amount: None/revenue generating	Contract Title: Traffic Safety Program
Contractor: National Safety Council	Subcontractor/Supplier/ Subconsultant to be added or substitute: SafetyServe LLC
Authorized Contact for Contractor: Sherry Sylvester	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Pete Schwartz
Email Address (Contractor): sherry.sylvester@nsc.org	Email Address (Subcontractor): pschwartz@safetyserve.com
Company Address (Contractor): 1121 Spring Lake Drive	Company Address (Subcontractor): 34505 West 12 Mile Road Suite 170
City, State and Zip (Contractor): Itasca, IL 60143	City, State and Zip (Subcontractor): Farmington Hills, MI 48331
Telephone and Fax (Contractor): 315.385.0048 / 315.453.7932 fax	Telephone and Fax (Subcontractor): 800.775.1484 / 248.686.1337 fax
Estimated Start and Completion Dates (Contractor): 9/9/2022 – 9/8/2027	Estimated Start and Completion Dates (Subcontractor): 9/9/2022 – 9/8/2027

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

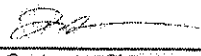
Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
To host the online Traffic Safety School and provide student support	$250,000.00 / year

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.**

National Safety Council
Contractor

SafetyServe, Pete Schwartz
Name

Vice-President & General Manager
Title



Prime Contractor Signature

11/2/2021
Date

EXHIBIT 5

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2022

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
Risk Strategies Company
750 Third Avenue 15th Floor
Suite 2700
New York, NY 10017

CONTACT NAME: Sandra Carey
PHONE (A/C, No, Ext): 212-867-3632 FAX (A/C, No):
E-MAIL ADDRESS: scarey@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B : Berkley Assurance Company	39462
INSURER C : Illinois Union Insurance Company	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Safety Council
1121 Spring Lake Drive
Itasca IL 60143

COVERAGES **CERTIFICATE NUMBER:** 68943211 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions)			P-001-000267206-02	4/1/2022	4/1/2023	Limit Retention (per claim)	$5,000,000 $100,000
B	Cyber Liability (Layer 1)			BCRS1RS-300045-02	3/31/2022	3/31/2023	Limit / Retention	$3,000,000/$50,000
C	Cyber Liability (Layer 2)			G70853310 001	3/31/2022	3/31/2023	Limit	$3,000,000

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

County of Cook, Cook County, Office of the Chief Procurement Officer is named Additional Insured as respects to claims arising out of the negligence of the Insured and as required by written contract. Waiver of subrogation is included where required by written contract.

CERTIFICATE HOLDER

NSC0015

County of Cook, Cook County
Office of the Chief
Procurement Officer
69 West Washington Street, Suite 3000
Chicago IL 60602-4053

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
RSC Insurance Brokerage

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Beth Sole PHONE (A/C, No, Ext): 630-285-4095 FAX (A/C, No): E-MAIL ADDRESS: Beth_Sole@ajg.com
INSURED National Safety Council 1121 Spring Lake Drive Itasca IL 60143	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Insurance Corporation — 42404 INSURER B : Liberty Mutual Fire Insurance Company — 23035 INSURER C : LM Insurance Corporation — 33600 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 2119492471** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			TB7-Z41-435494-102	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS2Z41435494082	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $			TH7Z41435494122	3/1/2022	3/1/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5Z41435494082	3/1/2022	3/1/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

County of Cook, Cook County, Office of the Chief Procurement Officer is shown as an Additional Insured solely with respect to the General Liability and Automobile Liability coverages as evidenced herein as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of County of Cook, Cook County, Office of the Chief Procurement Officer is included as required by written contract.

CERTIFICATE HOLDER

Cook County, Office of the Chief Procurement Officer
69 West Washington Street, Suite 3000
Chicago IL 60602-4053

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

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EXHIBIT 6

Board Authorization

Legislation Details

File #:	22-3372	**Version:** 1	**Name:**	Traffic Safety School - National Safety Council
Type:	Contract		**Status:**	Approved
File created:	5/11/2022		**In control:**	Board of Commissioners
On agenda:	7/28/2022		**Final action:**	7/28/2022
Title:	PROPOSED CONTRACT			

Department(s): Office of the Chief Judge, Circuit Court of Cook County

Vendor: National Safety Council, Itasca, Illinois

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

Good(s) or Service(s): Administer the Circuit Court's Traffic Safety School Program

Contract Value: $0.00

Contract period: 9/9/2022 - 9/8/2027, with three (3) one-year renewal options

Potential Fiscal Year Budget Impact: $0, No-cost contract to the county, program fees paid by student participants; contract provides net cost reimbursements to Cook County

Accounts: 11100.1310.35095.580380, Appropriation Adjustments for Cost Reimbursements

Contract Number(s): 2108-18660

Concurrences:
The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: The Office of the Chief Judge is requesting authorization for the Chief Procurement Officer to enter into and execute a contract with the National Safety Council. The contract will be used for an independent, qualified organization to manage the Circuit Court of Cook County's Traffic Safety School Program. This contract will replace contract number 1490-13846, which expires in September 2022.

This program was established by the court in the 1980s, pursuant to Supreme Court Rule 529(c) and is managed in accordance with the Traffic Safety Program Standards, adopted by the Conference of Chief Circuit Judges. The program includes various course offerings available on-line and in-classroom. The program provides the court with constructive case disposition alternatives and serves thousands of drivers each year.

The costs of the program are funded entirely by fees paid by defendants charged with traffic violations in Cook County who receive Traffic Safety Program instruction as a sentencing option. Cook County receives a portion of those fees to offset its program costs.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. The National Safety Council was selected based on established evaluation criteria.

Sponsors:

powered by Legistar™

Indexes: TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/28/2022	1	Board of Commissioners	approve	Pass

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EXHIBIT 7

Economic Disclosure Statement

DocuSign Envelope ID: 7D1264C8-F0EE-4F23-BAF8-A94DA4D9F5E6

CONTRACT #: 2108-18660

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
6	Cook County Signature Page	EDS 16

DocuSign Envelope ID: 7D1264C8-F0EE-4F23-BAF8-A94DA4D9F5E6

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.

CONTRACT #: 2108-18660

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 cookcountyil.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.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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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 sub-paragraphs (1) through (6) above.

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

THE 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, 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.*

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.

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

N/A

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: ☑

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: ☑

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.

CONTRACT #: 2108-18660

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): N/A

(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.

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CONTRACT #: 2108-18660

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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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 National Safety Council

D/B/A: _____ FEIN # Only: 36-2167809

Street Address: 1121 Spring Lake Drive

City: Itasca State: IL Zip Code: 60143-3201

Phone No.: (630) 285-1121 Fax Number: _____ Email: contracts@nsc.org

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) _____

CONTRACT #: 2108-18660

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
N/A		

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
N/A			

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.

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CONTRACT #: 2108-18660

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Lorraine M. Martin	President & CEO
Name of Authorized Applicant/Holder Representative (please print or type)	Title
Lorraine Martin	11/23/2021
Signature	Date
contracts@nsc.org	(630) 285-1121
E-mail address	Phone Number

Subscribed to and sworn before me
this 23 day of November 2021.

My commission expires:

X Jacqueline R. Pinkard — October 13, 2025

Notary Public Signature — Notary Seal

DocuSign Envelope ID: 7D1264C8-F0EE-4F23-BAF8-A94DA4D9F5E8

CONTRACT #: 2108-18660

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:

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

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CONTRACT #: 2108-18660

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: National Safety Council

Address of Person Doing Business with the County: 1121 Spring Lake Drive, Itasca, IL 60143

Phone number of Person Doing Business with the County: (630) 285-1121

Email address of Person Doing Business with the County: lorraine.martin@nsc.org

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:
National Safety Council Lorraine Martin, President & CEO, lorraine.martin@nsc.org

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 proceeding 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: 2108-18660

The aggregate dollar value of the business you are doing or seeking to do with the County: $**$0.00 RevenueGenerating**

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: Annalee Owens, Contract Negotiator, annalee.owens@cookcountyil.gov

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: Janice Mitchell, Chief Judge's Office, janice.mitchell@cookcountycourt.com

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.

☒ 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.

CONTRACT #: 2108-18660

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*
N/A			

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*
N/A			

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*
N/A			

Name of Person Responsible for the General Administration of the 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*
N/A			

Name of Agent Authorized to Execute Documents 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*
N/A			

Name of Employee of Business Entity Directly Engaged in 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*
N/A			

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Lorraine Martin
Signature of Recipient

11/23/2021
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2108-18660

County Using Agency (requesting Procurement): Cook County Circuit Court

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): National Safety Council

Substantial Owner Complete Name: _____

FEIN# 36-216-7809

Date of Birth: _____ E-mail address: contracts@nsc.org

Street Address: 1121 Spring Lake Drive

City: Itasca State: IL Zip: 60143-3201

Home Phone: [redacted]

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:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
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.**

CONTRACT #: 2108-18660

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:

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

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

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

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: Lorraine Martin Date: 11/23/2021

Name of Person signing (Print): Lorraine M. Martin Title: President & CEO

Subscribed and sworn to before me this 23 day of November, 20 21

X Jacqueline R Packard — October 13, 2025

Notary Public Signature **Notary Seal**

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

CONTRACT #: 2108-18660

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

National Safety Council	Lorraine Martin — Lorraine Martin
Corporation's Name	President's Printed Name and Signature
(630) 285-1121	lorraine.martin@nsc.org
Telephone	Email
Nicholas J. Sub	11/23/2021
Secretary Signature	Date

Execution by LLC

N/A	
LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

N/A	
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

	N/A
Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this
23 day of November, 20 21.

My commission expires:

Jacqueline R. Packard	October 13, 2025
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:

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2022.08.16 12:06:56 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

Assistant State's Attorney
(Required on contracts over $1,000,000

N/A

Date

CONTRACT TERM & AMOUNT

2108-18660

Contract #

September 9, 2022 through September 8, 2027

Original Contract Term

three (3) one-year renewal options

Renewal Options (If Applicable)

$0.00 revenue generating

Contract Amount

July 28, 2022

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 28 2022

COM