

PROFESSIONAL SERVICES AGREEMENT

**LABOR CONSULTATION AND REPRESENTATION SERVICES
NON-TARGET MARKET**

BETWEEN



COOK COUNTY GOVERNMENT

AND

HINSHAW & CULBERTSON LLP

AGREEMENT NO. 2308-02061C
PURCHASE ORDER NO. 70000314512

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 6	Electronic Payables Program
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Board Authorization
Exhibit 9	Sample Business Associate Agreement
Exhibit 10	Certification for Consulting or Auditing Services
Exhibit 11	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 12	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 Hinshaw & Culbertson LLP, doing business as a Partnership of the State of IL hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 13, 2024, as evidenced by Board Authorization letter attached hereto as EXHIBIT "8".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Labor and Employment Consultation and Representation Services. Responses were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the qualifications 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.

“Deliverables” means documents, in any format (electronic or hardcopy) requested by the Using Agency that the Consultant is required to provide under this Agreement or Letter of Engagement, or that the Consultant would generally provide pursuant to the Illinois Supreme Court Rules or the Illinois Code of Civil Procedure, and may include status reports, briefs, pleadings, discovery, abstracts, motions and memorandum, contracts, agreements, written recommendations and analyses.

"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.

“Letter of Engagement (LOE)” means a document issued by the County identifying the contracting parties, spelling out the subject matter of the agreement and its objectives, and summarizing the essential terms of the agreement. The LOE must be signed by the contracting parties.

"Services" means, those legal services generally described in the RFQ, and Article 3 of this Agreement, and those services specifically described in the Letter of Engagement, which the Consultant shall perform and complete in accordance with the standard of performance required in this Agreement.

"Subcontractor" or **“Subconsultant”** means any person or entity, but shall not include any other attorney or law firm which is not designated in or a part of the Letter of Engagement, with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"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 Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Sample Letter of Engagement
Exhibit 4	Certificate of Insurance
Exhibit 5	Cook County Travel Policy
Exhibit 6	Electronic Payables Program
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Board Authorization
Exhibit 9	Sample Business Associate Agreement
Exhibit 10	Certification for Consulting or Auditing Services
Exhibit 11	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 12	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency:

Exhibit 1	Scope of Work
Exhibit 2	Schedule of Compensation
	Executed Business Associate Agreement
	Executed Letters of Engagement
Exhibit 4	Certificate of Insurance
Exhibit 5	Cook County Travel Policy
Exhibit 6	Electronic Payables Program
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Board Authorization
Exhibit 10	Certification for Consulting or Auditing Services
Exhibit 11	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 12	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Process for Selecting Law Firm(s) or Attorney(s) on Specific Projects

Once firm(s) and/or attorneys(s) are awarded agreements(s), they will perform services based upon projects, which will vary in scope and size and will be assigned on an as needed basis by the County. The County and the firm(s) and/or attorneys will negotiate project-specific Letters of Engagement (Exhibit 3) which will be the following: a statement of work and any required deliverables; a list of key personnel; a budget or schedule of compensation which will include the hourly rates; a defined term or start and end date for the services; conflict of interest verifications; evidence of insurance; and any other information deemed appropriate by the Head of the Bureau or Department of the Using Agency requesting the services.

In selecting which firm to engage with respect to a given project, the County shall take into consideration multiple factors including but not limited to:

- the firm's hourly rates;
- whether the firm has unique knowledge and/or experience relevant to a given project (e.g. whether the firm has represented clients regarding similar issues and/or has a course of dealing with a particular union);
- the firm's demonstrated competency and responsiveness on any recent or past projects (e.g. successful results in bargaining, litigation, and/or a track record of meeting the County's expectations);
- the gravity and scope of the project compared to the anticipated bandwidth of the firm (e.g. whether key personnel has the availability to fit the work into their schedule); and
- any potential conflicts of interest.

If a consideration of these factors strongly favors a specific firm, such firm shall be chosen amongst the prequalified pool. Otherwise, project requests shall be rotated between the Target Market and Non-Target Market pools within each project category one at a time.

The County shall also make a good faith effort to equitably distribute projects amongst qualified firms to the extent feasible, giving consideration to both operational needs and the interest of broad participation amongst qualified firms.

Upon request some categories of legal practice may require the completion of the Business Associate Agreement (Exhibit 9).

The terms of the letter of engagement must conform to the terms and conditions of the Professional Services Agreement. However, any specific letter of engagement may include lower hourly rates than those rates as set forth in Exhibit 2. If both partners and associates are approved as key personnel for the project specific letter of engagement, the letter of engagement must state why any portion of the services will be performed(s) by partners for the proposed engagement. Costs associated with negotiating and executing the letters of engagement are not compensable and the County is not liable for any additional costs.

The letter of engagement shall be executed by the firm and the Head of the County Bureau or Department requesting the services. The County Using Agency shall provide a copy of the final and approved copy of the letter of engagement to the Chief Procurement Officer. The letter of engagement shall become the basis for creating the Purchase Order Release by the Using Agency. The law firm may not commence services until it receives the executed Letter of Engagement and the Purchase Order Release issued by the Using Agency.

b) 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 Work and as specifically described in the Letter of Engagement. A sample Letter of Engagement is attached hereto as Exhibit 3.

c) Letter of Engagement

The County may reject Deliverables or Services that do not meet the standard of performance as stated in Section 3(d) herein, or do not meet the standards, stated purposes, or satisfy the scope of work set forth in the Letter of Engagement, include relevant information or data, or do not include all documents or other materials specified in this Agreement, or Letter of Engagement, 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.

d) 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 attorneys performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement and Letter of Engagement. 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, and shall observe all Illinois Supreme Court Rules and common-law concerning "attorney-client privilege".

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 shall be licensed to practice law in Illinois and 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.

e) **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.e(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 Work.

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.

f) 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 7. 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.

g) Insurance

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

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

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

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

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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	\$1,000,000
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, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$2,000,000 per accident.

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant'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 Consultant'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 Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) Network Security & Privacy Liability (Cyber)

The Consultant 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 Consultant 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 Consultant'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 Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure

replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute 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 Consultant'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.

h) 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 Agreement 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.

i) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Agreement 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 Agreement or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable laws and Illinois Supreme Court Rules and common-law concerning "attorney-client privilege" 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 Agreement and Letter of Engagement (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 Agreement 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.

j) 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.

k) 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 Agreement, 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 Agreement, 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 Agreement.

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 Agreement.

In the event the Consultant receives payment under the Agreement, 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 Agreement 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.

l) Subcontracting or Assignment of Agreement or Agreement Funds

Once awarded, this Agreement 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. The Consultant shall not subcontract any services set forth in the Letter of Engagement to any outside attorney or law firm which is not a party of the Letter of Engagement. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any Agreement 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 Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement 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 Agreement, or the commencement of Services pursuant to the Letter of Engagement, 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 Agreement 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 Agreement. Consultant shall incorporate into all subcontracts all of the provisions of the Agreement 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.

m) Professional Social Services

Intentionally Omitted.

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 June 1, 2024 ("**Effective Date**") and continue until May 31, 2027 or until this

Agreement is terminated in accordance with its terms, whichever occurs first. The term to provide the Services shall be set forth in the Letter of Engagement issued by the County.

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, or as negotiated in the Letter of Engagement.

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 Agreement 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

Payments under this Agreement must not exceed the not to exceed fees in Exhibit 2 without a written amendment in accordance with section 10.c. The Consultant shall comply with all billings, guidelines, budgets and not to exceed fees set forth in the Letter of Engagement.

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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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) **Agreement Amendments**

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

In the case of Agreements not approved by the Board, the Chief Procurement Officer may

amend a contract provided that any such amendment does not extend the Agreement 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 Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement 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 Agreement. Any amendments to this Agreement made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

This Agreement 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 Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, 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 Agreement.

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 Agreement (i.e., comparable government procurement). Each entity wishing to reference this Agreement 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 Agreement.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Agreement 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 United 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 adaptations 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.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Human Resources
118 N. Clark Street, Room 834
Chicago, Illinois 60602
Attention: Human Resources Bureau Chief

and

Cook County Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: Hinshaw & Culbertson LLP
151 N. Franklin, Suite 2500
Chicago, IL 60606
Attention: Robert T. Shannon, Managing Partner

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 Work

Scope of Services

Consultant shall provide legal consultation and representation services for the Cook County Bureau of Human Resources, and various County Agencies, on labor and employment matters. Consultant shall be asked to provide legal consultation and representation services in all the areas in which it is pre-qualified.

Consultant will work closely with in-house counsel, staff, and hired experts to provide services to the County.

Consultant shall be financially solvent and each of its members or partners, its employees or agents shall be competent to perform the services required under this Contract. Consultant shall not be a party to or represent any individual or entity that has pending litigation, claim, dispute or protest adverse to the County bureaus, agencies, and offices of elected officials as well as the Forest Preserve District and Cook Health and Hospital System.

Pre-Qualified Categories of Legal Practice

Category I

Union Contract Negotiations

- Representing clients with a staff of over 2,500 unionized employees, civilian and/or sworn public safety, in formulating collective bargaining strategies and negotiating collective bargaining agreements with union counterparts;
- Negotiating labor management healthcare cooperatives for employers with more than 2,500 unionized employees;
- Negotiating public sector collective bargaining agreements (“CBA”s) with unions that represent civilian and/or sworn public safety employees;
- Assisting in the formulation of Employer bargaining positions and strategies, and in certain negotiations, act as chief spokesperson for represented groups as directed;
- Advising executive staff on the status of collective bargaining including preparation of detailed ongoing status reports;
- Representing the Employer in interest arbitration;
- Consulting and devising strategy for strike planning; and
- Working closely with in-house counsel and consultants on issues related to benefits design and the Affordable Care Act.

Category II

Collective Bargaining Agreement (CBA) Contract Interpretation and Implementation

- Advising on interpretation of CBAs and implementation of policy and initiatives within the parameters of CBA;
- Providing counsel regarding grievances and arbitrations;
- Drafting objective memoranda and recommendations;
- Briefing labor arbitration cases; Representing the Employer with respect to the using department in litigation related to the collective bargaining process including the duty to bargain in good faith,

contract violations, and disciplinary matters as well as grievances and arbitrations resulting therefrom; and

- Consulting and devising strategy for strike planning.

Category III

Labor Relations Board Matters

- Interpreting a wide array of applicable federal, state, county, and local laws, rules and regulations of the Illinois Labor Relations Board and may be available to represent the Employer in matters before such Boards when needed;
- Appearing before the Illinois Labor Relations Board on matters involving union certification petitions, representation petitions, unit clarification petitions, unfair labor practice charges, and all other matters ancillary to bargaining;
- Appearing before the Illinois Labor Relations Board on matters involving strike investigations, impasse proceedings, declaratory judgments, and injunctive and equitable relief; and
- Consulting and devising strategy for strike planning.

Category IV

Employment Law

- Interpreting a wide array of applicable federal, state, county, and local laws, rules and regulations relative to employment law and be available to represent the Employer in matters when needed;
- Litigating employment law matters in state and federal courts as well as before administrative agencies such as the U.S. EEOC, Illinois Department of Human Rights, U.S. Department of Labor, Illinois Department of Labor, and the Cook County Employee Appeals Board;
- Working under federal consent decrees and with court ordered external monitors; and
- Providing advice and counsel on employment related laws, policies, and matters such as the Family and Medical Leave Act, Equal Employment Opportunity laws, Fair Labor Standards Act, Illinois Wage Payment and Collection Act, Workers' Compensation Act, the Older Workers Benefit Protection Act, or any other federal, state, or local human rights, civil rights, wage-hour, pension, or labor laws, rules and/or regulations, public policy, contract or tort law, etc.
- Experience performing audits and/conducting analysis as it pertains to employment law related matters.

Category V

Employee Benefits and Pension

- Work closely with in-house counsel on implementation of the Affordable Care Act and benefit plan designs (health care, pension, and other post-employment benefits ("OPEB"));
- Experience working with public employer pension funds and negotiating changes to applicable Illinois pension laws with unions; and
- Working closely with in-house counsel and consultants on issues related to benefits design and the Affordable Care Act.

Category VI

Employment of Foreign Nationals

- Experience in successfully preparing and filing visa petitions on behalf of employers.
- Advising on policy, procedures and guidelines governing the employment of foreign nationals in specialty occupations such as IT and medicine, which require theoretical and/or technical expertise. This includes, but is not limited to, ensuring compliance with federal regulations governing the employment of foreign nationals, preparing immigrant and non-immigrant visa petitions or applications on behalf of employers, recommending post-employment procedures and guidelines to ensure compliance with federal requirements.



Robert T. Shannon

Managing Partner

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Robert Shannon represents corporate clients in litigation and regulatory matters. He has significant trial experience on high-profile issues and was honored by the Jury Verdict Reporter for obtaining one of the top defense verdicts for one of his long-time clients, the Chicago White Sox.

Bob also represents well-known business and lobbying clients in governmental ethics, compliance, and enforcement matters.

Beyond his business counsel, Bob concentrates his government litigation practice counseling elected officials, public entities, and political action committees. He currently serves as Special Assistant State's Attorney.

Bob is the firmwide managing partner of Hinshaw. Before being named managing partner in 2016, he was the firm's Government Practice Group leader. He also currently serves on Hinshaw's Executive Committee.

Prior to joining Hinshaw in 1999, Bob was a prosecutor with the City of Chicago's Special Prosecutions Division, where he gained significant trial experience in the Cook County criminal court system.

After serving as a prosecutor, Bob defended the City of Chicago in federal civil rights litigation. He also advised the Chicago Police Department on arrest and First Amendment issues.

Bob entered public service as an assistant to former U.S. Senator Alan J. Dixon in both the Senator's Chicago and Washington, D.C. offices. He subsequently worked as a legislative assistant to U.S. Representative Charles Hatcher, focusing on the Congressman's domestic legislative positions.

He was on the Loyola University School of Law faculty for three years, teaching first-year law students legal writing and oral advocacy.

Professional Affiliations

- Loyola University Chicago School of Law, Board of Governors
- Chicago Inn of Court
- The Economic Club of Chicago
- Illinois Restaurant Association, Advisory Council

Practices

Commercial Litigation
Regulatory Investigations and Compliance Counseling
Government
Municipal and Licensing
Civil Rights and Constitutional Litigation
Sustainability & ESG

Education

J.D., Loyola University Chicago School of Law, 1995
B.A., Indiana University, 1991

Admissions

Illinois
U.S. District Court for the Northern District of Illinois



Honors & Awards

- Recipient of the 2014 *Jury Verdict Reporter* Award for Trial Lawyer Excellence in the category of "Outstanding Defense Verdict in a Premises Liability Case"
- Selected by his peers and named by the *Chicago Daily Law Bulletin* and *Chicago Lawyer Magazine* as one of the top "40 Illinois Attorneys Under Forty to Watch," 2003
- Recognized as a Leading Lawyer in the categories of Governmental, Municipal, Lobbying & Administrative Law, and Commercial Litigation

Representative Matters

Throughout his career, Bob has been involved in several high-profile cases, including:

- As lead attorney, defended the Cook County Jail's COVID mitigation policies against federal constitutional attack by the Northwestern University MacArthur Justice Center.
- Defense of Michael J. Madigan in Federal lawsuit *Gonzalez v. Madigan* (2017); *et al.*
- Successful prosecution of effort to prevent an unconstitutional petition for an amendment to propose an alternative method for the Illinois redistricting process in *Hooker et al., Appellees, v. Illinois State Board of Elections et al.* (Support Independent Maps, Appellant). 63 NE3d 824 and 407 Ill.Dec. 392 (2016)
- Successfully defended the Cook County Sheriff's office against a constitutional class action by Northwestern University MacArthur Justice Center against Cook County Jail practices in *Hudson, et al. v. Cook County Sheriff.*
- Successful trial defense of Chicago White Sox security policies in *Uhler v. Chicago White Sox.*
- Successful trial defense of Chicago police officer in federal civil rights lawsuit *Buchanan v. Officer Hammermeister.*
- Represented two U.S. Congressmen in a lawsuit by Illinois Republicans challenging the congressional map drawn by Illinois Democrats in *Judy Biggert, et al. v. Illinois State Board of Elections, et al.*
- Lead attorney representing Cook County Sheriff in the well-known lawsuit *Michael Shakman v. Democratic Party of Cook County.*
- Represented Cook County Recorder of Deeds in *Michael Shakman v. Democratic Party of Cook County.*
- Defended the Cook County Sheriff as lead attorney in the wrongful death lawsuit *Michael Chambers v. Sheriff Sheahan*, arising from a wedding brawl at the Countryside Holiday Inn. Crain's Chicago Business identified this lawsuit as one of its most significant cases in 2007.
- Defended the State of Illinois highway construction program for minority and disadvantaged businesses against federal constitutional attack in *Northern Contracting v. IDOT.*
- Defended the Illinois State Treasurer in a constitutional class action lawsuit in *Canel v. Rutherford.*
- Lead attorney representing the Chicago White Sox in a lawsuit brought by former Kansas City Royals coach Thomas Gamboa and based upon an attack by father and son spectators during a game at U.S. Cellular Field.
- Defended the White Sox in the Illinois Appellate Court in both *Mazin v. Chicago White Sox* and *Marianne Fricano v. Chicago White Sox, et al.*
- Lead trial attorney successfully defending White Sox ballpark security practices in *Shugrue v. Chicago White Sox.*
- Trial attorney in the successful defense of the State of Illinois Sexually Violent Persons Commitment Program against constitutional attack brought by the American Civil Liberties Union (ACLU) in *Hargett v. Department of Human Services.*

Publications

- "Finding the Fun at the Firm," *Chicago Lawyer Magazine*, July 2015
- "Rules of the Game: For Running Back, Court Appeal Is 4th-and-Long," *Chicago Lawyer Magazine*, February 2015



- "Rules of the Game: Caffeine Buzz More Than a Pick-Me-Up – New Forms of the Drug May Bring Much-Needed Regulation," *Chicago Lawyer Magazine*, October 2014
- "Rules of the Game: Pot and Professional Sports?," *Chicago Lawyer Magazine*, April 2014
- "Rules of the Game: Vegas, Baby - States Want Sports Betting," *Chicago Lawyer Magazine*, September 2013
- "Garden State Fights for Sports Betting," *Chicago Daily Law Bulletin*, April 23, 2013
- "Rules of the Game: Consequences of Armstrong's 'Confession'," *Chicago Lawyer Magazine*, March 2013
- "Armstrong Fallout Affects Many Areas," *Chicago Daily Law Bulletin*, December 4, 2012
- "Rules of the Game: Concussion Lawsuits Face Court Hurdles," *Chicago Lawyer Magazine*, November 2012
- "Rules of the Game: Vilma May Shed Light on NFL Investigation," *Chicago Lawyer Magazine*, July 2012
- "NCAA Reacts to Social Media Reality," *Chicago Daily Law Bulletin*, July 10, 2012
- "Rules of the Game: Bounty Program Increases Focus on Injuries," *Chicago Lawyer Magazine*, May 2012
- "Saints Get Hit With New Allegations," *Chicago Daily Law Bulletin*, May 8, 2012
- "Concussion Controversy May Play Out in the Legal System," *Chicago Daily Law Bulletin*, March 13, 2012
- "Rules of the Game: Different Takes on Toradol," *Chicago Lawyer Magazine*, March 2012
- "Hurd's Arrest May Lead to Larger Fallout of Other NFL Players, Teams," *Chicago Daily Law Bulletin*, January 10, 2012
- "NBA Players, Owners Prepare to Salvage Season With New Agreement," *Chicago Daily Law Bulletin*, November 29, 2011



Aimee E. Delaney

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151 North Franklin Street
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Aimee Delaney counsels employers on all aspects of the employment relationship. She is passionate about working with her clients to provide strategic, tailored solutions for their employee-related issues. Aimee has assisted human resources professionals, managers, and in-house counsel on matters spanning from hire through termination, including:

- leave and disability considerations;
- misclassification issues;
- employee misconduct;
- and other disciplinary matters.

Aimee also defends employers in litigation based on claims arising under a number of state and federal statutes, including:

- Title VII of the Civil Rights Act of 1964;
- the Americans with Disabilities Act (ADA);
- the Age Discrimination in Employment Act (ADEA);
- the Family and Medical Leave Act (FMLA);
- the Fair Labor Standards Act (FLSA); and
- the Illinois Human Rights Act.

Aimee's traditional labor law practice includes representing management in labor negotiations, grievances and labor arbitrations, and labor board proceedings.

With her extensive experience in the area of labor and employment, Aimee also develops and provides management and employee training programs. Focused on minimizing potential employment liability and ensuring compliance with state and federal laws governing the workplace, the programs cover anti-harassment and anti-discrimination, as well as a variety of other employment law-related topics.

In addition to being a member of Hinshaw's Executive Committee, she was appointed to the firm's Management Committee in 2019. She also served as the leader of Hinshaw's Labor and Employment Practice Group from 2014 to 2019.

A graduate of Loyola University Chicago School of Law, Aimee has been an adjunct professor at her alma mater for more than a decade, where she teaches Employment Law and Labor Law.

Practices

Business & Commercial Transactions
Commercial Litigation
Government
Labor & Employment
Private Equity

Industries

Aging Services
Education

Education

Cornell University Labor Relations Certificate, Collective Bargaining, 2015

J.D., Loyola University Chicago School of Law, 1998

B.A., University of Iowa, 1995

Admissions

Illinois

U.S. Court of Appeals for the Seventh Circuit

U.S. District Court for the District of Colorado

U.S. District Court for the Central and Northern Districts of Illinois

U.S. District Court for the Southern District of Texas

U.S. District Court for the Eastern District of Wisconsin



Professional Affiliations

- Illinois Counsel of School Attorneys

Honors & Awards

- Recognized on the Super Lawyers list by *Illinois Super Lawyers* magazine, 2014 – 2024
- Named among the 25 Notable Attorneys of Illinois by *Attorney Intel*, 2023
- Recognized as a "Salute! Women in Law" honoree by the *Chicago Daily Law Bulletin* and *Chicago Lawyer*, 2021
- Recognized as a "Notable Gen X Leader in Law," by *Crain's Chicago Business*, 2019
- Recognized by her peers as a "Leading Lawyer" in the area of Employment Law, 2013 – 2015
- Recognized on the Rising Stars list by *Illinois Super Lawyers* magazine, 2008 – 2010, 2012 – 2013
- Recipient of the *Jury Verdict Reporter* "Trial Lawyer Excellence Award," 2012
- Selected by her peers and named by the *Chicago Daily Law Bulletin* and *Chicago Lawyer Magazine* as one of the top "40 Illinois Attorneys Under Forty to Watch," 2011

Presentations

- Co-Presenter, "Tumult at the National Labor Relations Board (NLRB)," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Co-Presenter, "The Labor & Employment Law Year in Review," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Co-Presenter, "Documentation & Investigation," LeadingAge Illinois Senior Living Conference, Naperville, Illinois, October 3, 2023
- Panelist, "Using SNF and ALF Contracts As Both a Shield And Sword in Illinois Litigation," 2023 LeadingAge Illinois Annual Meeting and Expo, Schaumburg, Illinois, March 8, 2023
- Panelist, "State and Federal SNF Surveys – Yearly Update," 2023 LeadingAge Illinois Annual Meeting and Expo, Schaumburg, Illinois, March 8, 2023
- Panelist, "Labor & Employment Update 2023: What You Need to Know to be Compliant," 2023 LeadingAge Illinois Annual Meeting and Expo, Schaumburg, Illinois, March 8, 2023
- Co-Presenter, "State of Surveys," Skilled Nursing Facilities Survey Symposium, LeadingAge Illinois, Woodridge, Illinois, November 10, 2022
- Co-Presenter, "Panel Discussion on OSHA Surveys," Skilled Nursing Facilities Survey Symposium, LeadingAge Illinois, Woodridge, Illinois, November 10, 2022
- Co-Presenter, "Union Activity and Labor Organizing in the Current Environment," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022
- Co-Presenter, "The Labor & Employment Law Year in Review," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022
- Co-Presenter, "COVID-19 Litigation Update," LeadingAge Illinois Senior Living Conference, Woodridge, Illinois, October 6, 2022
- "The Ins and Outs of The American Disabilities Act: How to Hire Successfully," Chemical Industry Council of Illinois (CICI) Safety & Security Subcommittee Meeting, Webinar, August 2, 2022
- Co-Presenter, "Arbitration Agreements: A Revisit to the Importance These Arguments can Play in Litigation," LeadingAge Illinois Annual Meeting & Expo, Schaumburg, Illinois, May 17, 2022
- Co-Presenter, "State Survey Pitfalls: A Case Study," LeadingAge Illinois Annual Meeting & Expo, Schaumburg, Illinois, May 18, 2022
- Co-Presenter, "Unique Employment Considerations for the Aging Services C-Suite," LeadingAge Illinois Annual Meeting & Expo, Schaumburg, Illinois, May 18, 2022



- Co-Presenter, "Big Issues to Owning: Strategic, Ethical and Legal Ways to Expand and Grow," Illinois HomeCare & Hospice Council Annual Conference, Naperville, Illinois, April 7, 2022
- Co-Presenter, "Labor and Employment During the Teacher Shortage," Illinois Association of School Administrators, Legal Workshop, April 4, 2022
- Co-Presenter, "Legal Hot Topics," Illinois Association of School Personnel Administrators (IASPA) Fifteenth Annual Conference, Lisle, Illinois, January 21, 2022
- Co-Presenter, "Supporting LGBTQ+ Employees," Illinois Association of School Personnel Administrators (IASPA) Fifteenth Annual Conference, Lisle, Illinois, January 21, 2022
- "Labor Law Update," Home Care Association of America Illinois Chapter Conference, Lisle, Illinois, November 9, 2021
- Co-Presenter, "Litigation in the Post-COVID Setting," LeadingAge Illinois 2021 Annual Meeting & Expo, Virtual Event, June 23, 2021
- Co-Presenter, "Mental Illness and Related Disabilities in the Senior Living Workplace: Strategies for Legal Compliance," LeadingAge Illinois 2021 Annual Meeting & Expo, Virtual Event, June 23, 2021
- Co-Presenter, "Proactive Updates – A Look at Best Practices for Updating Employee Training to Best Prevent Risk," LeadingAge Illinois 2021 Annual Meeting & Expo, Virtual Event, June 22, 2021
- Panelist, "What's Keeping General Counsel Awake at Night," LMRM Conference, Virtual Event, March 3, 2021
- Co-Presenter, "COVID-19 Vaccines in Senior Living: Understanding Liability and Employment Impacts," Assurance Agency, Ltd.'s Assurance University, Virtual Event, January 13, 2021
- Co-Presenter, "The Labor & Employment Year in Review: Is It Over Yet?" Midwest Session, Hinshaw's 25th Annual Labor & Employment Seminar, Virtual Event, October 26, 2020
- "Common Sense in the Workplace: Sexual Harassment Prevention," Virtual Midwest Podiatry Conference 2020, October 31, 2020
- Co-Presenter, "Litigation Trends in the Home and Community Based Services Space," 2020 Illinois Home Care Services Bootcamp, Virtual Event, September 16, 2020
- Co-Presenter, "COVID-19 Return to Work: Best Practices and Policies and Procedures for Aging Services Providers Returning Employees to Work During the COVID-19 Pandemic," LeadingAge Illinois Human Resources Virtual Workshop, July 29, 2020
- "Changing Employment Regulations and Guidance During the COVID-19 Pandemic," LeadingAge Illinois Human Resources Virtual Workshop, July 28, 2020
- Panelist, "COVID-19 Updates," Home Care Association of America Illinois Chapter Meeting, Webinar, May 19, 2020
- Co-Presenter, "COVID-19 Chapter II: Developments and Front Line Stories to Help Successfully Navigate the Dynamic Landscape," LeadingAge Illinois, Webinar, May 6, 2020
- Co-Presenter, "Coronavirus in the Senior Living Workplace: Fast Breaking Issues," LeadingAge Illinois, Webinar, March 25, 2020
- Co-Presenter, "Managing COVID-19 in the At-Home Setting: Maintaining Compliance with the Evolving State and Federal Regulations for In-Home Care," Illinois Home Care and Hospice, Webinar, March 23, 2020
- "Employment and Labor Law Update 2020," LeadingAge Illinois, Webinar, January 15, 2020
- Co-Presenter, "Illinois Compliance Update: Medical and Recreational Marijuana," Illinois Homecare & Hospice Council, Webinar, January 10, 2020
- "What Keeps Employers Up At Night? A Wage and Hour Review for the Home Care Provider," LeadingAge Illinois Annual Meeting & Expo, April 4, 2019
- Co-Presenter, "LGBTQ Residents and Employees in Long-Term Care," LeadingAge Illinois Annual Meeting & Expo, April 3, 2019
- "Joint Employers, Misclassification and Related Risks for Employers," LeadingAge Illinois Annual Meeting & Expo, April 2, 2019
- "Employment and Labor Law Update 2019," LeadingAge Illinois, Webinar, January 16, 2019
- "Parting is Such Sweet Sorrow: Navigating the Risks of Employee Termination," Illinois Home Care Services Bootcamp, Chicago, Illinois, November 7, 2018



- Co-Presenter, "Hot Topics in Employment and Resident Driven Risks," LeadingAge Illinois Senior Living Conference, Lisle, Illinois, October 4, 2018
- Co-Presenter, "Mitigating Risk and Client Driven Litigation for the Homecare Provider," Private Duty Symposium, Tinley Park, Illinois, September 12, 2018
- Co-Presenter, "Defensive Documentation," Private Duty Symposium, Tinley Park, Illinois, September 12, 2018
- "Navigating Third-Party Credentialing Systems in Assisted Living Centers and Other Facilities," Home Care Association of America, Webinar, March 6, 2018
- "The Labor & Employment Year in Review," Hinshaw's Annual Labor & Employment Seminar, Hilton Chicago-Northbrook, Northbrook, Illinois, October 12, 2017
- "Navigating the Changing Landscape of Corporate Diversity," Citywide Pride Event, Chicago, Illinois, September 14, 2017
- "Defensive Documentation," Home Care Association of America, Elmhurst, Illinois, April 18, 2017
- "Anti-Harassment and Inclusion Training Program," Hinshaw University an In-house Program, Chicago, Illinois, February 2, 2017
- "Final Ruling to New Beginnings," in-house program, Chicago, Illinois, January 19, 2017
- "The Labor & Employment Year in Review," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2016
- "Employment Law Update 2016: New Rules, New Challenges," 2016 Illinois Private Duty Fall Symposium, Normal, Illinois, September 15, 2016
- "New DoI Overtime Rules Workshop," Illinois Restaurant Association, Chicago, Illinois, June 21, 2016
- "The Labor & Employment Year in Review," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2015
- "Legal Issues in Hiring — A Workshop," Office of the Illinois Attorney General, Chicago, Illinois, May 2015
- "2015 Health Care and Employment Law Update" College of Imaging Administrators, Lisle, Illinois, May 2015
- "Brave New World: Employee Access to Employer Email Systems," Hinshaw & Culbertson LLP, Webinar, February 2015
- "What to Expect When Your Employee's Expecting in 2015: Important New Rules for Illinois Employers," Hinshaw & Culbertson LLP, Webinar, December 2014
- "The Labor & Employment Year in Review," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2014

Publications

- Co-Author, "More than empty promises," *HomeCare Magazine*, April 20, 2021
- "COVID-19 Vaccine: Liability and Employment Considerations for Senior Living Operators," *Assurance Blog*, December 31, 2020
- Co-Author, Chapter 5 "Age Discrimination," IICLE's *Employment Discrimination: Unlawful Grounds and Prevention* 2019 Edition, December 2018
- "Criminal Background Checks a Dilemma For Employers," *Today's General Counsel*, October 2015
- Co-Author, Chapter 13 "How an Employer Can Minimize Employment Discrimination Risks," IICLE's *Employment Discrimination 2014 Edition*, June 2014



Tom H. Luetkemeyer

Partner

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Tom Luetkemeyer concentrates his practice in the areas of labor and employment law and corporate health care law.

Tom represents management employers around the country in the full range of labor and employment matters. His practice includes work before federal administrative agencies such as the EEOC, the U.S. Department of Labor, the OFCCP and OSHA. He regularly appears before state agencies with jurisdiction over employers, including the Illinois Department of Human Rights and other similar state agencies with responsibility for enforcing laws prohibiting discrimination in the work place. He regularly defends employment litigation matters, and has defended complex discrimination class actions and wage/hour collective actions.

Tom also is involved with state departments of labor and other similar agencies. He represents employers in a variety of union-related concerns, including organization drives, collective bargaining, strikes, secondary boycotts, decertification and administrative hearings before the National Labor Relations Board.

In his health care practice, Tom regularly represents hospitals, group practices and individual physicians in general corporate matters. He advises clients on organizational and structural issues concerning joint ventures, sales of operating entities, physician recruitment, fraud and abuse, Stark I and II, tax exemption issues, shareholder relations and executive compensation. Tom frequently appears before a variety of Illinois administrative agencies, including the Illinois Department of Professional Regulation, the Illinois Department of Public Aid and the Illinois Department of Public Health.

Professional Background

Tom is an Adjunct Professor at Loyola University of Chicago School of Law and teaches labor law, employment law and employment discrimination.

Tom joined Hinshaw & Culbertson LLP in January 1985. He serves as the in-house counsel on the firm's employment matters.

Practices

Labor & Employment

Industries

Health Care

Education

J.D., Loyola University Chicago School of Law, 1982

B.S., *magna cum laude*, Loyola University Chicago, 1979

B.A., *magna cum laude*, Loyola University Chicago, 1979

Admissions

Illinois

U.S. District Court for the Central, Northern, and Southern Districts of Illinois

U.S. District Court for the Northern District of Indiana



Professional Affiliations

- Chicago Bar Association
- Illinois State Bar Association

Honors & Awards

- Selected by his peers for inclusion in *The Best Lawyers in America*® for Employment Law - Management, 2023 – 2024
- Recognized on the Super Lawyers list by *Illinois Super Lawyers* magazine, 2005 – 2023
- Received the Francis J. Rooney / St. Thomas More Award from Loyola University School of Law, an annual award given to an alumnus for outstanding loyalty and dedicated service to the school, October 2012
- Recognized by his peers as a "Leading Lawyer" in the area of Employment Law: Management
- Holds the AV® Peer Review Rating from Martindale-Hubbell, its highest rating for ethics and legal ability

Presentations

Tom frequently speaks to educational, business, legal, and professional association audiences on labor and employment and health care topics, including wage and hour issues and sexual harassment. He also speaks on the impact of other state and federal laws affecting the employee-employer relationship. His presentations over the past 10 years have included:

- "Illinois Paid Leave for All Workers Act," Hinshaw & Culbertson LLP, Webinar, December 6, 2023
- Co-Presenter, "Tumult at the National Labor Relations Board (NLRB)," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Co-Presenter, "The Impact of *Students for Fair Admissions, Inc.* on Affirmative Action and Diversity, Equity, and Inclusion Initiatives," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Co-Presenter, "Lessons from Ethics Counsel," Family Business General Counsel Seminar, Chicago, Illinois, June 22, 2023
- Co-Presenter, "Union Activity and Labor Organizing in the Current Environment," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022
- Co-Presenter, "Arbitration Developments: State Legislation, Policy Considerations, and Waivers," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022
- Co-Presenter, "Supreme Court Decision on OSHA ETS and CMS Interim Rule: What Are the Practical Ramifications?," Hinshaw & Culbertson LLP, Webinar, January 19, 2022
- Co-Presenter, "Wage & Hour Issues in the Equine Industry," *35th Annual National Conference on Equine Law* Presented by The University of Kentucky's Rosenberg College of Law, Virtual Event, April 29, 2021
- "Medical Facts and Legal Options: COVID-19 Vaccine Initiatives in the Workplace," Hinshaw L&E Presentation, Virtual Event, February 3, 2021
- Co-Presenter, "Whistleblower and Retaliation Claims in the COVID Era," Hinshaw's 25th Annual Labor & Employment Seminar, Virtual Event, October 27, 2020
- "When the ADA and ADEA Collide," EEOC TAPS Conference, Lombard, Illinois, August 28, 2018
- "Navigating Troubled Waters: Dealing With the Impaired Lawyer," 2018 Legal Malpractice & Risk Management Conference, Chicago, Illinois, March 5, 2018
- Moderator "Behind the Curtain: A Panel Discussion with Plaintiffs' Employment Counsel," Hinshaw's Annual Labor & Employment Seminar, Hilton Chicago-Northbrook, Northbrook, Illinois, October 12, 2017
- "Conducting an Effective Internal Investigation," Equal Employment Opportunity Commission EXCEL Conference, Chicago, Illinois, June 2017



- "The First 100 Days—The Trump Administration and Labor and Employment Law," Hinshaw University, Chicago, Illinois, June 2017
- "Antitrust Issues in Labor Law for Law Firms," General Counsel Roundtable, Chicago, Illinois, May 2017
- "Future of Class Action Waivers in Arbitration Agreements," Chicago Kent School of Law, Chicago, Illinois, March 2017
- "A Discussion with the Agencies Focus, Initiatives and Guidance," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2016
- "Employment Law Update 2016: New Rules, New Challenges," 2016 Illinois Private Duty Fall Symposium, Normal, Illinois, September 15, 2016
- "Radiology Legal Update 2016," College Of Imaging Administrators, Eighteenth Annual Spring Assembly, Lisle, Illinois, May 5, 2016
- "Fly on the Wall: A Conversation Among L&E Lawyers," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2015
- "Pregnancy Discrimination: The Intersection of Title VII and the ADA," 2015 EEOC Chicago Area Seminar, Chicago, Illinois, August 5, 2015
- "Appellate Issues in Administrative Review," 6th Annual Illinois Administrative Law Conference, Chicago, Illinois, June 2015
- "Legal Issues in Hiring — A Workshop", Office of the Illinois Attorney General, Chicago, Illinois, May 2015
- "2015 Health Care and Employment Law Update", College of Imaging Administrators, Lisle, Illinois, May 2015
- "Workplace Discrimination: Current Issues in Employment Law," Illinois State Bar Association / Taft Stettinius & Hollister LLP, Chicago, Illinois, April 2015
- "Gov. Rauner's Executive Order & Public Unionism," Loyola University School of Law, Chicago, Illinois, April 2015
- "Brave New World: Employee Access to Employer Email Systems," national webinar, Hinshaw & Culbertson LLP, February 2015
- "Valuing Employment Cases: Plaintiff and Defense Perspectives," National Employment Lawyer's Association Seventh Circuit Conference, Chicago, February 2015
- "When the Lawyer Is a Creditor and the Client Is the Debtor -- The ethical and legal considerations of collecting fees," Sixth Annual Saint Ignatius Law Society Continuing Legal Education Course, Chicago, Illinois, November 2014
- "The Labor & Employment Year in Review," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2014
- "What Practitioners want ALJs and Hearing Officers to Know," Chicago Bar Association, Chicago, Illinois, June 2014
- "Documentation, Discipline and Discharge," Community Bankers Association of Illinois Employee Benefits Seminar, Lisle, Illinois, June 2014
- "Interpreting and Negotiating Employment and Compensation Contracts," American Gastroenterological Association Annual Meeting, Chicago, Illinois, June 2014
- "Legal Update," Annual Meeting of the College of Imaging Administrators, Lisle, Illinois, May 2014
- "The Ethical and Legal Implications of Implicit Bias," Fifth Annual Saint Ignatius Law Society Continuing Legal Education Course, Chicago, Illinois, November 2013
- "An Ounce of Prevention Beats a Pound of Cure," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2013
- "Evidentiary Issues Pertaining to Expert Witness Testimony," 4th Annual Illinois Administrative Law Conference, Chicago Bar Association, Chicago, Illinois, June 2013
- "Legal Update," Fifteenth Annual Spring Assembly of the College of Imaging Administrators, Lisle, Illinois, April 2013
- "Lessons from Sandusky/Internal Investigations," Fourth Annual St. Ignatius Law Symposium, November 2012
- "Oversight Responsibility and Liability for Corporate Officers and Directors," Hinshaw's Annual Health Care Conference, Lisle, Illinois, November 2012
- "Systemic Discrimination in the Workplace," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2012



- "Evaluation of Witness Credibility and Effective Witness Presentation," 3rd Annual Administrative Law Conference, Chicago Bar Association and the State of Illinois Office of the General Counsel's Administrative Hearings Review Committee, Chicago, Illinois, June 2012
- "Deposition of the Imaging Center Administrator," a workshop and mock deposition, College of Imaging Administrators, Lisle, Illinois, April 2012
- "Ownership Transition: Passing the Torch Without Getting Burned," Illinois Society of Professional Engineers, live webinar, January 2012
- "Collective Actions Against Hospitals and Large Providers Under the FLSA," Hinshaw's Annual Healthcare Conference, Lisle, Illinois, November 2011
- "Emerging Legal and Ethical Issues in Law Firm Management," Saint Ignatius Law Society's 3rd Annual CLE Course, Chicago, Illinois, November 2011
- "Old Timers vs. Newbies: Collaboration-Based Solutions for Ownership Transition," American Institute of Architects— Illinois Chapter's 2011 Annual Meeting, Lisle, Illinois, November 2011
- "FLSA Collective Actions & Rule 23," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, October 2011
- "Deposition of the HR Professional," an interactive workshop session, Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, October 2011
- "Mediating Workplace Discrimination Disputes," and "The Deposition of the Human Resources Professional," United States Equal Employment Opportunity Commission TAPS Seminar, Lincolnshire, Illinois, August, 2011
- "Impact of *Walmart Stores v. Dukes*," Hinshaw Executive Briefing, Chicago, Illinois, July 2011
- "Legal Update for Imaging Centers," College of Imaging Administrators, Downers Grove, Illinois, April 2011

Publications

- Co-Author, "How To Evaluate and Investigate a Discrimination Case from the Plaintiff and Defense Perspectives," Chapter 5, *Employment Discrimination: Practice and Procedure 2022 Edition*, Illinois Institute of Continuing Legal Education, April 2022
- Co-Author, "New EEOC Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions," *Illinois Banker*, August 2012
- Chapter Author, "Employment Discrimination and Discharge," IICLE's *Handbook on Employment Termination*, May 2002



V. Brette Bensinger

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Brette Bensinger advises employers on new and evolving federal, state, and local employment laws. She partners with her clients to defend, guide, and counsel them on difficult employment matters, ranging from employee disputes to Equal Pay Act requirements.

Brette's practice also includes handling wage and hour compliance matters, consulting on medical accommodations, conducting internal investigations, performing training, and creating workforce policies and employee handbooks.

Having litigated multi-plaintiff lawsuits in court and defended employers before governmental agencies at the federal, state, and local levels, she uses her knowledge of the law to anticipate problems and offer practical solutions before they develop into litigation. If litigation becomes necessary, Brette calls upon her advocacy skills, which have been recognized by attorneys and business leaders in both the private and public sector, to best represent her clients.

Brette joined Hinshaw as an associate in September 2005. Previously, she was a law clerk with the firm.

During law school, Brette clerked in the Crime Victims Division of the Office of the Illinois Attorney General and in Preliminary Hearings at the Cook County State's Attorney Office.

Prior to her legal career, Brette was a project manager for an event marketing company, handling corporate sponsorship programs and contracts for music festivals nationwide.

Honors & Awards

- Recognized by her peers as a "Leading Lawyer" in the area of Employment Law: Management, 2018 – 2022
- Named to the "40 Under Forty" list by the *Chicago Daily Law Bulletin* and *Chicago Lawyer Magazine*, 2017
- Recognized as an "Emerging Lawyer" by *Leading Lawyers Magazine*, 2012 – 2017

Practices

Civil Rights and Constitutional Litigation
Government
Labor & Employment
Municipal and Licensing
White Collar Defense & Internal Investigations

Education

J.D., Chicago-Kent College of Law at Illinois Institute of Technology, 2005
B.A., English, Northwestern University, 2000

Admissions

Illinois
U.S. District Court for the Northern District of Illinois

Languages

Spanish



Presentations

Brette's presentations include:

- Co-Presenter, "Equal Pay Act and Protecting the Workplace from Claims," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Moderator, "Joint Employment, Wage and Hour, and Other Legislative News," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022
- Co-Presenter, "Employer Compliance and COVID-19: Paid Sick Leave, Furloughs, and Layoffs," Chicago Bar Association CLE, Webinar, April 23, 2020
- "Spoliation of Evidence: Prevention and Consequences," American Bar Association Committee on Litigation - Trial Evidence, Chicago, Illinois
- "Chicago Bar Association's New Partner Panel," Chicago Bar Association, Chicago, Illinois
- "Chicago Committee on Minorities in Large Law Firms: Law Firm Boot Camp on Professional Development" Sidley Austin LLP, Chicago, Illinois
- "Fair Labor Standards Act Recurring Issues," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois
- "Employer's Guide to Overtime and Tip Credit Regulations," Illinois Restaurant Association, Chicago, Illinois
- "No Electronics in the Classroom," Edward J. Lewis II Lawyers in the Classroom Program, Constitutional Rights Foundation Chicago, Chicago, Illinois
- "Discrimination Law 101: Evidence and Burdens of Proof in Discrimination and Retaliation Cases," Hinshaw's 2010 Annual Labor & Employment Seminar, Hoffman Estates, Illinois
- "Stop Unauthorized Overtime: How to Implement and Effective, Legally Sound Tracking and Discipline Program," Business & Legal Reports, Inc., Audio Conference
- "Payroll Basics: What HR Professionals Need to Know About Payroll Administration; Get Up to Speed Now," Business & Legal Reports, Inc., Audio Conference

Community/Civic Activities

- Ann & Robert H. Lurie Children's Hospital of Chicago
 - Public Policy Committee of the Board of Directors
 - Founders' Board
 - Advocacy Committee Chair
 - Executive Committee
- Illinois Constitutional Rights Foundation, Lawyers in the Classroom Program, Law Firm Facilitator
- Illinois Judges Foundation, Auxiliary Board Member
- Federal Bureau of Investigation Citizens Academy, Alumni Member



James M. Lydon

Partner
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James Lydon is an experienced and accomplished trial lawyer with a broad-based litigation practice. He has tried numerous cases to verdict in both state and federal courts. James' areas of practice include professional liability, healthcare, government, business and employment litigation.

In the area of professional liability litigation, James regularly defends physicians, hospitals, and other healthcare professionals in medical negligence matters. He also handles employment related matters, including defending discrimination, retaliation, and wrongful termination lawsuits.

In governmental practice, James has frequently been appointed as Special Assistant Corporation Counsel and Special State's Attorney to represent the City of Chicago and Cook County in a variety of civil litigation matters, including civil rights defense. These appointments have additionally included administrative hearing and internal investigation engagements.

James has further represented corporate clients in business disputes, including breach of contract, tortious interference with business relationships, Whistleblower Act, and false claim/*qui tam* actions. He is also experienced in white collar criminal matters and has defended clients in fraud and other financial related cases.

Before joining Hinshaw, James served as an Assistant State's Attorney in Cook County, where he tried 30 jury trials and hundreds of bench trials. As a member of the Felony Review Unit, he participated in hundreds of felony investigations.

Professional Affiliations

- Society of Trial Lawyers
- Chicago Inn of Court
- Federal Defender Program in the U.S. District Court, Panel Attorney

Honors & Awards

- Holds the AV® Peer Review Rating from Martindale-Hubbell, its highest rating for ethics and legal ability
- Recognized by his peers as a "Leading Lawyer" in the areas of: Commercial Litigation; Employment Law; and Professional Malpractice Defense

Practices

Civil Rights and Constitutional Litigation
Commercial Litigation
Government
Labor & Employment
Professional Liability
White Collar Defense & Internal Investigations

Industries

Health Care
Health Care Defense

Education

J.D., Chicago-Kent College of Law at Illinois Institute of Technology, 1992

B.A., University of Michigan, 1988

Admissions

Illinois

U.S. Court of Appeals for the Seventh Circuit

U.S. District Court for the Central and Northern Districts of Illinois



Representative Matters

James has extensive trial experience in both federal and state courts. A selection of his successful results includes the following:

- Obtained defense verdict on behalf of geriatric physician in medical malpractice wrongful death jury trial involving allegations of abuse and neglect, where plaintiff sought \$6 million plus in damages.
- Obtained defense verdict on behalf of ER physician in medical malpractice wrongful death jury trial involving allegation of failure to diagnose an aortic dissection, where plaintiff sought \$2.1 million in damages.
- Obtained favorable nominal verdict on behalf of hospital in medical malpractice wrongful death jury trial involving allegations of nursing staff's failure to properly treat and medicate psychiatric patient who died from a cardiac arrhythmia at hospital.
- Obtained defense verdict on behalf of numerous deputy sheriffs with the Cook County Sheriff's Office in a high profile civil rights case arising from a jail riot.
- Obtained defense verdict on behalf of a Chicago police officer in federal civil rights jury trial involving allegations of excessive force, false arrest and malicious prosecution, where plaintiff sought in excess of \$1 million.
- Obtained defense verdict on behalf of hospital in premises liability jury trial where plaintiffs sought \$2.5 million.
- Obtained defense verdict on behalf of hospital in premises liability jury trial where plaintiff sought in excess of \$1 million.
- Successfully defended client in federal firearms case. Jury was hung (10-2, not guilty), resulting in dismissal of indictment against client.
- Successfully defended the Cook County Sheriff's Office in a high-profile, two month preliminary injunction hearing in a federal class action case alleging constitutional rights violations at the Cook County Jail.
- As Special Assistant Corporation Counsel for the City of Chicago, obtained guilty decision against police officer charged with misconduct, after an administrative evidentiary hearing before the Chicago Police Board, resulting in employment discharge.
- As Special Assistant Corporation Counsel for the City of Chicago, conducted internal investigation regarding alleged Ethics Ordinance violations by a City contractor.
- Obtained summary judgment on behalf of hospital in wrongful death medical malpractice lawsuit involving a plaintiff's decedent who died as result of a kyphoplasty procedure.
- Obtained summary judgment on behalf of hospital alleged to have violated the Illinois Mental Health and Developmental Disabilities Confidentiality Act causing plaintiff's employment termination.
- Obtained summary judgment on behalf on the Chicago White Sox in a malicious prosecution and false arrest case where plaintiff's demand was \$1 million. Affirmed on appeal.
- Obtained dismissal on behalf of a commercial real estate company sued for fraud, negligent representation and breach of fiduciary duty.
- Obtained favorable low and nominal settlement on behalf of a large accounting firm sued in *qui tam* False Claims Act case involving allegations of tax fraud.
- After a successful appeal before the U.S. Court of Appeals for the Seventh Circuit, secured a large settlement on the eve of trial on behalf of a film producer in a breach of contract, fraud and defamation case that client brought against a Canadian film company and bank.
- Negotiated a \$1.6 million settlement for a commercial real estate company in a breach of contract case brought by client against a manufacturer that failed to pay fees for public incentive benefits negotiated and secured by client.

Community/Civic Activities

- Constitutional Rights Foundation's "Lawyers in the Classroom" Program, Volunteer



Anthony E. Antognoli

Partner

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Anthony Antognoli focuses his business practice on the representation of large and mid-size clients in the areas of employee benefits, state and federal taxation, executive compensation, and tax-exempt organization matters.

Tony advises employers on the design and drafting of qualified retirement plans, nonqualified deferred compensation plans, equity compensation plans and welfare benefit plans. He also regularly counsels employers on a broad range of related issues, including multiemployer pension plan withdrawal liability, employee stock ownership plans (ESOPs), employee benefit plans of tax-exempt or governmental employers (including school district 403(b) plans), educational assistance and other fringe benefit programs, and requirements for the investment of plan assets. He has devoted a substantial portion of his practice to advising employers on complying with 2010's health care reform legislation and related guidance.

He primarily counsels clients on transactional matters, focusing on issues arising in mergers and acquisitions. Tony has served as lead ERISA counsel in a \$320 million acquisition of an industrial firm, as co-tax and ERISA counsel in the \$90.5 million sale of a managed care firm, and as co-tax and ERISA counsel in the acquisitions of many health care practices.

He also has represented clients in controversies before the Internal Revenue Service, the U.S. Department of Labor and various State Departments of Revenue, and in litigation in the United States Tax Court and the United States District Court for the Northern District of Illinois.

He continues to serve as an Adjunct Professor of Tax Law at Loyola University Chicago School of Law (Taxation LL.M. program) since 2007.

Honors & Awards

- Selected by his peers for inclusion in *The Best Lawyers in America*® for Employee Benefits (ERISA) Law, 2024
- Recognized as a Leading Lawyer in Employee Benefits Law by *Leading Lawyers* magazine, 2018 – Present
- Recognized as an Emerging Lawyer by *Leading Lawyers* magazine, 2015 – 2016
- Recognized on the Rising Stars list by *Illinois Super Lawyers* magazine, 2012 – 2015

Practices

Business & Commercial Transactions

Employee Benefits

Employee Stock Ownership Plans (ESOPs)

Labor & Employment

Life, Health, Disability & ERISA Litigation

Private Equity

Tax

Transactional Insurance

Industries

Education

Education

J.D., Certificate in Tax Law,
Loyola University Chicago
School of Law, 2000

B.S., Finance, University of
Illinois at Urbana-Champaign,
1997

Admissions

Illinois

U.S. Tax Court

U.S. District Court for the
Northern District of Illinois



Presentations

- "Feeling Secure with SECURE 2.0," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Co-Presenter, "Update on Employee Benefit Plans," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022
- "Defining Health Plan Eligibility in an Evolving Landscape," 2022 Reta Trust Annual Meeting, Las Vegas, Nevada, October 20, 2022
- "What's on the Legal Horizon for Catholic Health Plans and Entities," Board of Trustees Meeting for the Reta Trust. San Francisco, California, December 10, 2021
- Co-Presenter, "Insights and Practical Considerations for Business Owners and Lenders Navigating the COVID-19 Pandemic," seminar and webcast of the State Bar of Wisconsin, April 17, 2020
- Co-Presenter, "[Navigating the COVID-19 Pandemic: Insights and Practical Considerations for Business Owners and Lenders](#)," Hinshaw webinar, March 31, 2020
- "Update on Fringe Benefits," Hinshaw's Annual Labor & Employment Seminar, Hilton Chicago-Northbrook, Northbrook, Illinois, November 7, 2019
- "Storms on the Horizon: Issues of Rising Concern in Employee Benefits Law," Hinshaw's Annual Labor & Employment Seminar, Hilton Chicago-Northbrook, Northbrook, Illinois, October 17, 2018
- Co-Presenter, "Hinshaw Employment Webinar Series: Employer-Assisted Student Loan Repayment Programs," Hinshaw webinar, March 8, 2018
- "Employee Benefits Law – Policy, Trends and Key Issues to Consider in the Trump Era," Hinshaw's Annual Labor & Employment Seminar, Hilton Chicago-Northbrook, Northbrook, Illinois, October 12, 2017
- "Illinois Secure Choice Act Requirements and Association Retirement Plans," Technology and Manufacturing Association, Schaumburg, Illinois, February 9, 2017
- "What to Do When the Wolf Comes Knocking: Anticipating and Surviving IRS and DOL Investigations of Employee Benefit Plans," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2016
- "Group Health Plans in the ACA World," College Of Imaging Administrators, Eighteenth Annual Spring Assembly, Lisle, Illinois, May 5, 2016
- "Avoiding Fiduciary Pitfalls and Tar Pits: Best Practices for Retirement Plans," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2015
- "Practical Tips for Navigating the Latest Challenges in Employee Benefits Law," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2014
- "Health Care Reform Update," DuPage Society for Human Resource Management Legislative Update, Lisle, Illinois, March 20, 2014
- "A to Z for Bank ESOPs," Community Bankers Association of Illinois Seminar for the Community Bank Attorney, Springfield, Illinois, November 15, 2013
- "The Employer Mandate Under Health Care Reform: Take a Deep Breath and Get Ready for 2015," Annual Hinshaw L&E seminar, Hoffman Estates, Illinois, October 2, 2013
- "Countdown to 2014 — Offering Health Care Coverage to Employees: Who, What, How, and When?" Hinshaw breakfast briefing and national webinar, Chicago, Illinois, June 27, 2013
- "Health Care Reform Update: DuPage SHRM Legislative Update," DuPage Society for Human Resource Management, Lisle, Illinois, March 21, 2013
- "Labor and Employment Law Update for Health Care Employers," Hinshaw's Annual Health Care Conference, Lisle, Illinois, November 2012
- "Affordable Care Act After the Supreme Court Decision," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2012
- "Health Care Reform: It's Alive (for Now)," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2012



- "The Affordable Care Act: A Primer," Significant Recent Legal Changes Impacting Wisconsin Businesses seminar, Brookfield, Wisconsin, September 2012
- "Employee Stock Ownership Plans as a Business and Tax Planning Vehicle," Strafford Publications, live webinar, January 2012
- "Using Leveraged ESOPs," Northern Trust, Chicago, Illinois, May 2011
- "The Evolving Look of Health Care Reform," DuPage Society for Human Resource Management, Lisle, Illinois, April 2011
- "Health Care Reform: Where We Are Now," Illinois Association of School Boards' Joint Annual Conference, Chicago, Illinois, November 2010
- "Perspectives on Health Care Reform," Hinshaw's 2010 Health Care Conference, Lisle, Illinois, November 2010
- "Health Care Reform: Where We Are Now," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2010
- "Health Care Reform," Hinshaw Breakfast Briefing, Chicago, Illinois, April 2010
- "Health Care Reform: The Uncertain Shape of Things to Come," DuPage SHRM Legislative Update Meeting, Naperville, Illinois, April 2010
- "Employee Benefits Update – Health Care Reform," Hinshaw's Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 2009
- "Mediation Skills and Strategies," Illinois Institute of Continuing Legal Education, 12th Annual Employment Labor Law Update, Champaign, Illinois, March 2009
- "Annual Employee Benefits Update," Hinshaw's Annual Labor & Employment Seminar, Oak Brook, Illinois, November 2008
- "Wellness Programs: Navigating the Waters," Mid American Group, Inc. 2008 Employee Benefits Seminar and Luncheon, Oak Brook, Illinois, May 2008
- "Keeping Up with 403(b) Compliance," Professional Development Alliance of Will County Boards of Education, Joliet, Illinois, January 2008
- "Employee Benefits Issues in Individual and Mass Terminations," Hinshaw's *Effectively Dealing with Current Labor & Employment Issues* seminar, Chicago, Illinois, September 2007
- "Retaining Employees Through Employee Benefit Programs," Life Services Network, 2007 Annual Convention & Exposition, Chicago, Illinois, March 2007
- "Selected Provisions of the Pension Protection Act of 2006," Hinshaw's *Effectively Dealing with Current Labor & Employment Issues* seminar, Lisle, Illinois, November 2006
- "The Latest Regulatory and Legislative Changes Affecting Employee Benefits," Hinshaw's *Effectively Dealing with Current Labor & Employment Issues* seminar, Chicago, Illinois, September 2005; Lisle, Illinois, November 2005

Publications

- Author, "Special Employee Plan Issues Arising in Reduction in Force or the Sale of the Employer," Chapter 8, *Employment Termination: Procedures, Grounds, and Challenges*, Illinois Institute of Continuing Legal Education, 2011, 2013, 2018, and 2022 Editions
- Quoted in "Debt Busters," an article published in the June-July 2020 edition of *PLANSPONSOR* magazine
- Quoted in "7th Circuit leaves EEOC concerns about employer wellness program unaddressed," an article published in the February 28, 2017 issue of *Westlaw Journal: Employment*, a publication of Thomson Reuters
- Quoted in "Is your business ready to prevent workplace violence?," an article published in a September 6, 2014 edition of *Crain's Chicago Business*
- Quoted in "Weighed in the Balance," an article published in the October/November 2013 national edition of *Poder* magazine
- Quoted in "Big suburban firms joining private health exchanges," an article published in the September 9, 2013 *Daily Herald*



- Quoted in "Fiduciaries Take the Heat," an article published in the August 2009 edition of *Human Resource Executive* magazine

His other publications include:

- Co-author of comments to the Internal Revenue Service of the Chicago Bar Association's Employee Benefits Committee regarding future of the Employee Plans determination letter program, August 2003
- "State Taxation of Business Trusts: Limits, Concerns and Opportunities," co-author, *Journal of Multi-State Taxation* in February 2000 and reprinted by *Business Entities*, September/October 2000
- "Fiduciary Duties Under the 'Serious Consideration' Standard," co-author, *DC Plan Investing*, November 2000



William B. Schiller

Partner

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William Schiller represents individuals, corporate, and university clients in a broad array of immigration matters. Many of the clients he represents are professors, researchers, scientists and post-doctoral scholars who apply for permanent residence as outstanding researchers and professors, and via national interest waiver and extraordinary ability immigration petitions. In addition, William's law practice involves the representation of highly-skilled professionals and individuals in a wide range of non-immigrant visa matters, as well as family-based immigration involving applications for permanent residence in the United States, asylum matters, removal, naturalization, consular processing, and other complex areas of immigration law.

As universities, medical centers, international students, faculty and postdoctoral scholars face increasingly complex and evolving immigration policies, William also leads Hinshaw's Higher Education Immigration Team.

William lectures and publishes extensively on immigration law, and his client base is national and worldwide. He is an adjunct professor at Northwestern University, where he teaches a senior-level course on international human rights and U.S. refugee law.

Professional Affiliations

- American Immigration Lawyers Association
- Atlantic Council
 - Experts' Coalition
- Chicago Bar Association
 - Immigration and Nationality Law Committee, Former Co-Chair
- Illinois State Bar Association

Honors & Awards

- "Pro Bono Leadership" Award, Midwest Immigrant & Human Rights Center (now NIJC) and the American Bar Association
- Recognized as a "Superb Attorney" by *Avvo*
- Recipient of "Client Choice" Award, *Avvo*
- Recognized by his peers as a "Leading Lawyer," in the areas of Immigration Law: Employment and Immigration Law: Individual, 2013 – 2023

Practices

Immigration
Labor & Employment

Industries

Education

Education

LL.M., International Business Law, King's College London, 1991

J.D., Loyola University Chicago School of Law, 1987

B.A., University of Illinois at Urbana-Champaign, 1984

Admissions

Illinois

U.S. Court of Appeals for the Seventh Circuit

U.S. District Court for the Northern District of Illinois



- Recognized on the Super Lawyers list by *Illinois Super Lawyers* magazine, 2005 – 2024

Presentations

- Co-Presenter, "LIVE WEB - 2024 Immigration Law Update: Effectively Representing Immigration Clients and Analyzing Immigration Matters in a Volatile World," Illinois State Bar Association, Webinar, January 16, 2024
- Co-Presenter, "The Garage" – Northwestern University's Program for Entrepreneurs, Northwestern University, Chicago, Illinois, November 15, 2023
- "Immigration Pathways for Students and Scholars," University of Missouri, Columbia, Missouri, November 14, 2023
- "Pathways to Permanent Residence," Kansas State University, Manhattan, Kansas, November 2, 2023
- Co-Presenter, "Immigration Year in Review," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023

Publications

- Co-Author, "Employment-Based Immigration: The First Three Preferences," Navigating the Fundamentals of Immigration Law, 2022 – 2023 Ed., 2020 – 2021 Ed., 2019 – 2020 Ed., 2018 – 2019 Ed., 2017 – 2018 Ed.

Community/Civic Activities

- Immigration Equality, Pro Bono Attorney
- Immigration Project, Former Vice President and Board Member
- Leadership Council of the National Immigrant Justice Center (NIJC), Former Member and Co-Chair



Ian D. Wagreich

Partner

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Ian Wagreich handles business-related immigration law for multinational corporations, hospitals, nonprofit arts institutions, universities, athletic organizations, and individual investors and entrepreneurs. A passionate advocate for a more just and humane immigration system, Ian is committed to helping his clients navigate each step of an increasingly complex process.

In addition to providing counsel on nonimmigrant working visas, employment-based permanent residence, and labor certification, Ian advises clients on investment-related immigration and employer sanctions. Ian effectively assists a wide variety of clients in meeting their business immigration needs. This includes managing the paperwork required for hiring highly skilled workers, advising on the international transfer of personnel, leading corporate compliance initiatives, and assisting employees with obtaining U.S. permanent residence and citizenship.

Recognized as a leading voice on immigration law topics nationwide, Ian frequently speaks about immigration issues on campuses and continuing legal education seminars. He also provides commentary in print media and television news programs. You can follow Ian on Twitter at [@IanDWagreich](#).

Ian's legal career spans more than 25 years practicing in Chicago. This includes nearly a decade at a firm where he was a founding shareholder. While there, he focused entirely on business-related immigration and nationality law issues.

Professional Affiliations

- American Immigration Lawyers Association (AILA)
- Illinois State Bar Association
- International Medical Graduate Taskforce

Honors & Awards

- Selected by his peers for inclusion in *The Best Lawyers in America*® for Immigration Law, 2023 – 2024
- Selected by *National Law Journal* as a 2023 Immigration Law Trailblazer
- Named to the *Law360* 2023 Immigration Editorial Advisory Board
- Selected for inclusion in Lexology's International "Who's Who Legal" guides

Practices

Immigration
Labor & Employment

Industries

Education

Education

J.D., Loyola University Chicago
School of Law, 1995

B.S., University of Wisconsin-
Madison, 1990

Admissions

Illinois



- Recommended in "Corporate Immigration," 2016 – Present
- Thought Leader in "Thought Leaders – USA – Corporate Immigration," 2023 – Present
- Thought Leader in "Thought Leaders – Corporate Immigration," 2023 – Present
- Recognized on the Super Lawyers list by *Illinois Super Lawyers* magazine, 2016 – 2022
- "Sam Williamson Mentor Award," AILA, 2022
- President's Commendations, AILA, 2011, 2014, 2015
- Joseph Minsky Beacon of Light Award, Chicago Chapter of AILA, 2014
- Holds the AV® Peer Review Rating from Martindale-Hubbell, its highest rating for ethics and legal ability

Representative Matters

- Successfully litigated immigration-related matters, including mandamus actions against U.S. Citizenship and Immigration Services and U.S. Department of State.
- Represented an intellectual property law firm in obtaining H-1B petition approval and permanent residence for employees, including associates and law clerks.
- Represented a large public university in obtaining permanent residence for researchers and scholars.
- Represented individuals in National Interest Waiver and Outstanding Researcher self-petitions.
- Obtained approvals of complex L-1A Managerial and L-1B Specialized Knowledge petitions for large chain of retail stores.
- Counsel to large health care organization in complex compliance matters.
- Assisted professional athletes in obtaining temporary work authorization and U.S. permanent residence.
- Assisted investors in obtaining approval of EB-5 petitions, often involving complex source of funds tracing.
- Represented world-renowned symphony in obtaining O-1 extraordinary ability visas for performers.
- Assisted small business owners in obtaining E-2 Treaty Investor Status to allow them to direct and manage their businesses in the U.S.

Presentations

- Panelist, "Tastes Like Home: Bridging the Immigration Gap through Food," South By Southwest (SXSW) Conference 2024, Austin, Texas, March 10, 2024
- Co-Presenter, "Welcome and Remarks," American Immigration Lawyers Association (AILA) Investors and Entrepreneurs Conference, New Orleans, Louisiana, February 19, 2024
- Moderator, "Out in Rugby: A Conversation with Nich McCarthy," Hinshaw & Culbertson LLP, Chicago, Illinois, January 18, 2024
- Co-Presenter, "LIVE WEB - 2024 Immigration Law Update: Effectively Representing Immigration Clients and Analyzing Immigration Matters in a Volatile World," Illinois State Bar Association, Webinar, January 16, 2024
- Co-Presenter, "The Garage" – Northwestern University's Program for Entrepreneurs, Northwestern University, Chicago, Illinois, November 15, 2023
- "US Immigration Options for International Faculty, Students, and Postdoctoral Scholars," University of Wisconsin – Madison Postdoctoral Association International Committee, Madison, Wisconsin, October 26, 2023
- Co-Presenter, "Immigration Year in Review," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Panelist, "Representing the Exceptional and Extraordinary: EB-1 and NIW Cases," American Immigration Lawyers Association (AILA) 2023 Annual Conference, Orlando, Florida, June 23, 2023
- Co-Presenter, "Immigration Law Update," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022



- Moderator, "To Immigrate or Not to Immigrate: That Is the Question," American Immigration Lawyers Association (AILA) 75th Annual Conference, Javits Center, New York, New York, June 17, 2022
- Panelist, "Full STEM Ahead: Biden-Era Immigration Options Beyond the H-1B Cap," Exigent Group, Webinar, April 19, 2022
- Co-Presenter, "To Green Card or Not to Green Card? Strategies and Considerations Regarding Applying for Permanent Residency," American Immigration Lawyers Association Fall Conference and Webcast, Las Vegas, Nevada, October 12, 2021
- Faculty, "Reading the Tea Leaves: Recent Adjudicatory Trends and Challenges," AILA Rome District Chapter of the EMEA 2021 Virtual Spring Conference, Virtual Event, April 28, 2021
- Panelist, "PERM Session," AILA Chicago Spring Conference, Virtual Event, April 9, 2021
- "New Horizons: Advanced Strategies in Immigration Law in the Biden and COVID Era," 2021 AILA NE Conference, Virtual Event, March 4, 2021
- Panelist, "Perspectives from Practice: Immigration Reform Under President Biden," University of Chicago Webinar, February 24, 2020
- Co-Presenter, "Recent Updates in Employment-Related Immigration: Gazing into the Crystal Ball at the Year Ahead," Hinshaw's 25th Annual Labor & Employment Seminar, Virtual Event, October 28, 2020
- "Professional Visas: Overview of the H-1B and the Alternatives," American Immigration Lawyers Association Virtual Online Conference, July 21, 2020
- "Immigration Options for International Students, Faculty, and Staff," University of Wisconsin Madison, Madison, Wisconsin, May 29, 2020
- "Immigration Information Session on Permanent Residency not Requiring Labor Certification and Hot Topics in Immigration Law," Kansas State University, Manhattan, Kansas, April 29, 2020
- "Dealing with the Worst of Bureaucracy – When Red Tape Hinders Good-Faith Efforts to Normalize Status," American Immigration Lawyers Association Annual Conference, San Francisco, California, June 16, 2018
- "Effects of the Trump Administration's Travel Ban," *CBS Morning News*, January 30, 2017
- "Establishing the Employer-Employee Relationship in NIV Third-Party Placements," American Immigration Lawyers Association Annual Conference, New Orleans, Louisiana, June 23, 2016

Publications

- "Visa Waiver Program and the Use of the B Visa for Athletes, Entertainers, and Artists," *Immigration Options for Artists, Entertainers & Athletes*, Third Edition, 2020
- "Employment-Based Immigration: The First Three Preferences," *Navigating the Fundamentals of Immigration Law*, 2022 – 2023 Ed., 2020 – 2021 Ed., 2019 – 2020 Ed., 2018 – 2019 Ed., 2017 – 2018 Ed.
- "RFEs & NOIDS: Templates vs. Special Unicorns," *Immigration Practice Pointers: Tips for Handling Complex Cases*, 2019 – 2020 Ed.
- "Service Center Processing: U.S. Applications," *Illinois Institute for Continuing Legal Education, Immigration Law*, 2019 Ed.

Personal

Ian is a somewhat average bicyclist who has ridden across Iowa six times (and counting) in search of grilled corn, pork chops on a stick, and live music. In a former life, he played and coached rugby and has played on every continent except for Antarctica and South America. Ian is also an avid gardener, and he and his wife would welcome you to take some of their garden's chilis, tomatoes, or zucchini off of their hands.



Community/Civic Activities

- American Immigration Council
 - Ambassador's Committee, Former Chair
 - Board of Trustees, Former Member



Jack Shadid

Associate

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Jack Shadid focuses his practice on the complex legal regimes that govern commerce in the United States economy. Leveraging his knowledge of sophisticated regulatory frameworks such as the U.S. Bankruptcy Code, the Internal Revenue Code, the Employee Retirement Income Security Act, and state insurance codes, Jack helps businesses resolve disputes related to contract issues, employee benefit plans, real estate transactions, bankruptcy and restructuring proceedings, and renewable energy development incentives.

When conflict and uncertainty place businesses in suboptimal decision-making environments, Jack's knowledge of complex regulatory systems serves as a guide for his clients. He equips them with the information and perspective they need to navigate their legal and economic circumstances effectively. To the extent that written laws and legal concepts govern his clients' economic problems, Jack helps his clients comprehend the options available to them, expeditiously resolve conflicts, and advance toward prosperity.

Alongside his litigation practice, Jack also advises renewable energy companies on the tax credit provisions included in the 2022 Inflation Reduction Act and on the programs created under the Illinois Climate & Equitable Jobs Act.

Since joining Hinshaw in 2022, Jack has been active in the firm's Retirement Plans Committee and serves on the firm's Generative AI Committee. He was also appointed to the board of directors of the Peoria Black Business Alliance.

Jack began his legal career as an advisor to the Illinois Senate President's Office, where he drafted and negotiated legislation amending the Illinois Insurance Code and the Illinois Pension Code and advised lawmakers on policy issues concerning health care and employee benefit plan administration, complex insurance business transfer and corporate division mechanisms, insurance guaranty fund risk-based capital considerations, and public use concerns related to private real estate development.

As a law student, Jack served as a judicial law clerk at the U.S. District Court for the Northern District of Illinois and the Cook County Chancery Court. He also interned with the Chicago-Kent College of Law Environmental Law Clinic and the Greater Chicago Legal Clinic, where he focused on issues related to the City of Chicago's zoning and land use ordinances.

Practices

Business & Commercial Transactions

Bankruptcy, Restructuring & Workouts

Commercial Litigation

Corporate Transparency Act Compliance

Environmental

Government

Labor & Employment

Life, Health, Disability & ERISA Litigation

Sustainability & ESG

Transactional Insurance

Industries

Cannabis

Construction

Education

J.D., Chicago-Kent College of Law at Illinois Institute of Technology, 2020

B.A., Political Science, Government, and Pre-Med Studies, University of Notre Dame, 2014

Admissions

Illinois

U.S. District Court for the Northern District of Illinois



Professional Affiliations

- Black Business Alliance – Peoria Chapter, Board Member
- Chicago Bar Association
- Central Illinois Women’s Bar Association
- Arab American Bar Association of Illinois

Honors & Awards

- Chicago-Kent College of Law
 - Dean’s List

Presentations

- Co-Presenter, "Louisiana’s Advancements in CSS Projects via the Intersection of Primacy, the Inflation Reduction Act (IRA), and Other Legislative Incentives," Webinar, September 26, 2023
- "Personal Finance," Hinshaw University, CLE Webinar, September 13, 2023

Publications

- Co-Author, Chapter 5, *Dramshop Act Practice*, Illinois Institute for Continuing Legal Education, 2024 Edition



Amanda Tzivas

Associate

151 North Franklin Street
Suite 2500
Chicago, IL 60606
312-704-3003
atzivas@hinshawlaw.com

Amanda Tzivas assists employers throughout every stage of the litigation process in labor and employment matters. She represents them in both state and federal courts, as well as before state and federal agencies such as the Equal Employment Opportunity Commission, Illinois Department of Human Rights, Illinois Human Rights Commission, and the Department of Labor in claims related to unlawful discrimination, harassment, retaliation, failure to accommodate, minimum wage or overtime pay violations, unequal pay, and more. She also represents employers before the Immigration and Customs Enforcement (ICE) in connection with I-9 enforcement activities and counsels them in obtaining permanent residence for their employees through the permanent labor certification requirements (PERM) process. In addition to handling traditional labor and employment law litigation, she provides counseling on workplace benefits, safety, restrictive covenants, internal investigations, contracts, executive compensation, training, and employee handbooks. Amanda also advises clients on regulatory updates from the Occupational Safety and Health Administration (OSHA).

Amanda represents schools and school districts in investigations conducted by the U.S. Department of Education's Office for Civil Rights regarding claims of disability discrimination or retaliation against students and parents.

Prior to joining Hinshaw, Amanda was a judicial law clerk to the Honorable Jerry A. Esrig in the Commercial Law Division of the Circuit Court of Cook County as well as to the Honorable Daniel A. Trevino in the Motions Section. She also served as a judicial pool law clerk to the Motions Section of the Circuit Court of Cook County.

During law school, Amanda was a member of the Bartlit Center Trial Team and participated in the Midwest and National Labor Law competitions. She earned first place in the American Bar Association's 2017 Midwest Regional Labor Law competition and went on to compete in the national championship.

Professional Affiliations

- Hellenic Bar Association of Illinois
- Women's Bar Association of Illinois

Practices

Labor & Employment
Immigration

Industries

Education

Education

J.D., Northwestern University
School of Law, 2019

B.S., Political Science and
Government, Saint Xavier
University, 2015

Admissions

Illinois

U.S. District Court for the
Northern District of Illinois

Languages

Greek



Honors & Awards

- Northwestern University Pritzker School of Law
 - John C. Kulis Charitable Foundation Scholarship, 2018
 - Dean's List

Presentations

- Co-Presenter, "Equal Pay Act and Protecting the Workplace from Claims," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- Co-Presenter, "Employee Mental Health Issues and the Duty to Accommodate," Hinshaw's 26th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 27, 2022

Community/Civic Activities

- Northwestern University Pritzker School of Law
 - Bartlit Center for Trial Advocacy, Mentor, 2021 – 2022



Daniel L. (D.L.) Morriss

Partner

151 North Franklin Street
Suite 2500
Chicago, IL 60606
312-704-3298
dmorriss@hinshawlaw.com
Alternate Office: New York - 212-471-6200

D.L. Morriss concentrates his practice on the representation and defense of regional and nationwide financial institutions in commercial litigation claims involving tort, contract and statutory violations involving complex commercial foreclosure, guaranty and loan liability actions, as well as post-judgment collections. He also has handled matters involving UCC litigation, contract disputes and bankruptcy and creditors' rights.

D.L. also regularly represents companies in general litigation matters, such as commercial landlords and tenants in property management disputes; and corporations facing internal management disputes as well as contract and tort claims.

In addition to his practice, D.L. serves as the [Diversity, Equity and Inclusion](#) Partner of Hinshaw & Culbertson LLP, where he oversees the firm's culture groups and civic engagements.

In 2015, D.L. was selected as a participant for the Leadership Greater Chicago Class of 2016 Fellowship. In 2013, he was selected as a participant for the Chicago Committee's inaugural "Rate My Pitch" program.

Professional Background

D.L. joined Hinshaw & Culbertson LLP as an associate in September 2008. Previously he was a summer associate with the firm during the summer of 2007 and a law clerk since September 2007.

In addition to clerking at Hinshaw, D.L. was a law clerk for one year with the Office of the General Counsel at DePaul University.

Among his law school achievements, D.L. was a member of the Black Law Student Association and a recipient of a CALI Award for Judicial & Scholarly Writing.

During his undergraduate studies, he was a teaching assistant in the areas of social and cross-cultural psychology. He was also the President of the William Osborne Society of Wheaton College from 2002 to 2003.

Practices

Bankruptcy, Restructuring & Workouts

Commercial Litigation

Directors & Officers Liability

Fidelity

Professional Liability

Sustainability & ESG

Education

J.D., DePaul University College of Law, 2008

- Recipient, Black Law Student Association Scholarship and Law Achievement Scholarship

- Member, Dean's List

B.A., Psychology, Wheaton College, 2005

Admissions

Illinois

New York

U.S. Court of Appeals for the Seventh Circuit

U.S. District Court for the Northern District of Illinois



Professional Affiliations

- Leadership Council on Legal Diversity (LCLD), Fellow
- The Economic Club of Chicago, Member, 2019 – Present
- The Joffrey Ballet, Board of Directors, 2016 – Present
- Leadership Greater Chicago, Fellow, 2016
- Chicago Bar Association, Judicial Evaluation Committee, 2014 – 2016
- Chicago Chamber of Commerce, Emerging Leaders, 2014 – Present
- Chicago Inn of Court, Member, 2014 – Present

Honors & Awards

- Recognized as a "Notable Leader in Diversity, Equity and Inclusion" by *Crain's Chicago Business*, 2023
- Recognized as a "Notable Black Leader and Executive" by *Crain's Chicago Business*, 2021
- Recognized as a "Notable Minority Lawyer" by *Crain's Chicago Business*, 2018
- Recognized as an "Emerging Leader" by *Leading Lawyers Magazine*, 2015 – 2019

Representative Matters

A selection of D.L.'s representative matters includes:

- Obtained summary judgment and affirmed on appeal in defense of contested foreclosure action in which borrower challenged the authority of the foreclosing mortgagee based on claims of fraud, invalid assignment of mortgage and improper foreclosure.
- Obtained summary judgment in defense of contested foreclosure action in which borrower alleged deficiencies in notice of default as condition precedent to foreclosure.
- Obtained dismissal of claims against lender by bankrupt debtor asserting lack of standing and asserting rights under pooling and servicing agreement.
- Successfully defended lender interests following foreclosure deed in tax petition dispute.
- Successfully defended lender in dispute with condominium association on liability for outstanding assessments following foreclosure.
- Obtained high value judgments in large, contested, commercial foreclosure actions.
- Defends and has obtained dismissal of lender liability cases involving claims of tort, contract and UCC violations.
- Assisted a *pro se* criminal defendant and argued before the U.S. Court of Appeals, Seventh Circuit in a case involving allegations of mail fraud and arson.

Presentations

- Moderator, "ESG, DEI, Marriage Equality, and Human Rights in Japan," Japan Chapter of the New York State Bar Association International Section, Webinar, January 24, 2024
- Co-Presenter, "The Impact of *Students for Fair Admissions, Inc.* on Affirmative Action and Diversity, Equity, and Inclusion Initiatives," Hinshaw's 27th Annual Labor & Employment Seminar, Hoffman Estates, Illinois, October 19, 2023
- "Race and Bias in the Law," New York Law School, 2023
- Moderator, "Mindfulness and Mental Health: Expanding the Concept of Inclusion in the Legal Profession and Representation," New York State Bar Association Annual Meeting 2023, New York, New York, January 18, 2023
- Moderator, "The Emperor Has no Clothes: Reimagining DEI Initiatives in the Legal Industry Through Mindfulness," 2022 London Global Conference, London, UK, November 30, 2022



- Co-Presenter, "Looking Ahead in 2023: The Brazilian Black Legal Experience," Brazil Chapter of New York State Bar Association International Section, Virtual Event, November 17, 2022
- Panelist, "By Rule or Relationship: Exploring International Initiatives to Advance Diversity and Inclusion," New York State Bar Association's International Section Spring Meeting, Madrid, Spain, April 29, 2022
- Panelist, "Is Your Company Developing an Inclusive Culture?," From Day One Chicago 2022 Conference, Chicago, Illinois, March 29, 2022
- Co-Presenter, "Love and Let Love: Breaking Down the Barriers to LGBTQ Equality," NYSBA's International Section Webinar, June 24, 2021
- Panelist, "Mindfulness as a DEI Strategy," Chicago Bar Association, Virtual Event, May 14, 2021
- Moderator, "A Breath of Fresh Air: 2020's Impact on Diversity, Equity and Inclusion | How the Global Legal Community Has Been Impacted and is Responding to Proactively Advance the Landscape and Promote Inclusion," NYSBA Webinar, Virtual Event, January 27, 2021
- Panelist, "How Employee Resource Groups Drive Diversity," From Day One Webinar, May 28, 2020
- Co-Presenter, "Updates on U.S. v. South Africa Experience of COVID-19," NYSBA Webinar, April 22, 2020
- Panelist, "Should Lady Justice Be Blind," NYSBA International Section's Global Conference 2019, Tokyo, Japan, November 8, 2019
- "The ROI on D&I," Mortgage Bankers Association Legal Issues and Regulatory Compliance Conference, New Orleans, Louisiana, May 6, 2019
- "Hot Topics in Lending," Commercial Loans - Planning for Summer Heat Seminar, Video Conference, July 2013
- "Without A Leg To Stand On: Establishing Standing in Illinois Commercial Foreclosures," In-house Client Presentation, Ft. Lauderdale, Florida, March 2013
- "Checks, Fraud and the UCC," In-house Client Presentation, Dallas, Texas, February 2012

Publications

D.L. has written publications including:

- "The Diversity Conundrum: A Discussion on DEI Following the *USSC SFFA v. Harvard, et al. Decision*," *New York Law Journal*, August 30, 2023
- "Shooting for Stars: How to Build Relationships," *The Voice*, November 2021
- Co-Author, "Diversity & Inclusion: Harnessing Tomorrow's Opportunities," White Paper, presented at the NYSBA International Section's Global Conference 2019, November 8, 2019
- Co-Author, "Key Issues With Employee Dishonesty and Employee Theft Coverage," White Paper, presented at the *Fidelity Bond & Crime Coverage Conference*, December 2004

Community/Civic Activities

- Dr. Martin Luther King, Jr. Boys & Girls Club
 - Board Member (2010 – 2013)
 - Programming Chair (2013)
- Breakthrough Young Professionals
 - Board Member (2015 – Present)
 - Events Committee

EXHIBIT 2

Schedule of Compensation



Price Proposal Prepared for Cook County [CONFIDENTIAL]

Respondent (Name of Firm/Individual): Hinshaw & Culbertson LLP

Category and Pricing Form

PRICING:

CATEGORY I: Union Contract Negotiations			
	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 435	\$ 305	\$ 175

CATEGORY II: Contract Interpretation and Implementation			
	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 435	\$ 305	\$ 175

CATEGORY III: Labor Relations Board Matters			
	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 435	\$ 305	\$ 175

CATEGORY IV: Employment Law			
	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 400	\$ 275	\$ 160

CATEGORY V: Employee Benefits and Pension			
	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 455	\$ 325	\$ 190

CATEGORY VI: Employment of Foreign Nationals			
	Hourly Rate		
	Partner	Associate	Paralegal
	\$ 435	\$ 305	\$ 175

NOTE: The hourly rates proposed above are for the key team assigned to handle labor and employment related matters for the County as identified within the scope of the RFQ. These rates are consistent with rates charged to Cook County entities and include a discount off our standard hourly rates. While these rates are specific to the key team identified within our proposal, additional attorneys may be engaged if outside the scope depending upon the knowledge and specialized skills needed for a particular matter—and in accordance with a project plan approved by the County. Based on where your needs arise and the complexities of a particular matter or project, we will always endeavor to use the most efficient staffing and resources to help you manage your costs.

EXHIBIT 3

Sample Letter of Engagement

[Date]

[Law Firm]

Dear:

This is to advise you that your law firm has been selected from among the successful respondents under Request for Qualifications No. 2308-02061 to represent the County in Labor and Employment Consultation and Representation. Pursuant to the Request for Qualifications, your firm submitted a response to Cook County which delineated the qualification, ability, and commitment of your firm to undertake the necessary representation and provide the requisite legal services. The terms of the Professional Services Agreement executed by your law firm and Cook County pursuant to the Request for Qualifications are incorporated herein. The purpose of this letter is to describe the additional terms of your retention for **[SELECT FROM CATEGORIES I-VI]**.

Scope of Work

[INSERT SCOPE OF WORK HERE]

Staffing

Outside counsel is strongly encouraged to staff these assignments in a cost effective and efficient manner. Generally your firm will not be expected to have more than one attorney directly involved unless authorized by the County's authorized representative, although outside counsel is encouraged to utilize junior partners, associates and paralegals to perform appropriate bargaining-related follow-up tasks and tasks related to ancillary litigation to the maximum extent possible.

While the County recognizes that counsel within the firm will at times be required to meet (either in person or otherwise) to discuss the status of ongoing assignments, only one attorney's time should be billed for those conferences and the County will only pay the firm for the time of one attorney. If more than one attorney's time is billed for attendance at a meeting, the County will compensate the firm at the lowest billing rate of those attending the meeting or otherwise engaging in a conference about ongoing work.

Billing Rates and Submission of Statements

Statements must be submitted monthly reflecting work performed by your firm for the preceding month. Each separate project shall be billed as a separate matter; ancillary litigation assigned to counsel will likewise be billed as a separate matter. The matter description shall be sufficiently clear to apprise the County's authorized representative of the matter being billed.

Statements of work performed shall be sufficiently detailed to apprise the County of the work performed and the person by whom it was performed. Outside counsel should not engage in single day "block billing" of services performed by an individual, but must specify the time spent on each task performed that day.

The County will only reimburse outside counsel for expenses directly related to the representation of the County in the matter. The County will not reimburse outside counsel for the following expenses: secretarial services, facsimile charges, in-house photocopying, in-house "messenger service" for delivery of documents between attorney offices, the cost of computerized legal research (e.g., accessing databases such as westlaw or lexis/nexis), meals or refreshments of any type, mileage or other reimbursement for travel and any other like expenses. The County should also be directly billed for all court reporter fees and for fees in connection with service of process, and the firm should not seek reimbursement for these services directly unless so authorized by the County.

The County reserves the right to review all statements and to reject payment of any fees or costs deemed not reasonably necessary to outside counsel's performance of the engagement or not in compliance with the terms of this retention letter.

Billing statements should be mailed to the following address:

Attn: Billing
Bureau of Human Resources
118 N. Clark Street, Room 840
Chicago, IL 60602

The sum total of all billing under this agreement including for services and for reimbursement shall in no way exceed \$_____ without advance written authorization from the County's Authorized Representatives (currently the Bureau Chief of Human Resources and the Deputy Chief of Human Resources – Director of Labor Relations).

Billing rates for counsel shall be as follows:

[TBD FROM FIRMS PROPOSAL FOR SCOPE OF WORK]

If these terms are agreeable to you, please indicate your assent by counter-signing two copies of the document in the space indicated and returning them. The principal directly responsible for the work must sign this retention letter. Please provide all contact information (including cell phone, office phone, fax and e-mail) for the attorneys who will be engaged in representation of the County. The original of this letter is for your records.

Thank you again for your interest in representing Cook County in this matter. We look forward to working with you in the coming months and years.

Sincerely,

I agree to the terms set forth above and Understand that the firm is an independent Contractor, terminable at-will as the County deems appropriate.

[Law Firm Information]

By: _____
[Authorized Representative]

Date: _____

Received Fully Executed Agreement:

[Using Department's Representative]

Date: _____

EXHIBIT 4

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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, LLC 300 S Riverside Plaza STE 1500 Chicago IL 60606 License#: BR-724491 HINS&CU-01	CONTACT NAME: PHONE (A/C No., Ext): 312-704-0100 FAX (A/C, No): 312-803-7443 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Hinshaw & Culbertson LLP 151 North Franklin St., Suite 2500 Chicago IL 60606	INSURER A: Columbia Casualty Company 31127	
	INSURER B: Coalition Insurance Solutions, Inc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

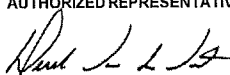
COVERAGES **CERTIFICATE NUMBER:** 326888037 **REVISION NUMBER:**

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Cyber Liability			596394758 C4LW/R083152CYBER2022	11/8/2023 11/8/2023	11/8/2024 11/8/2024	Aggregate Limit Retention \$5,000,000 \$250,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	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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Hinshaw & Culbertson

Certificate Attachment

December 9, 2023-2024

COVERAGE	LIMITS
POLICY TYPE: Lawyers Professional Liability CARRIER: Continental Casualty Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: 198276838	Per Claim Limit of Liability \$10,000,000 Aggregate Limit of Liability \$20,000,000 Deductible - Per Claim \$100,000
POLICY TYPE: Lawyers Professional Liability CARRIER: Ironshore Specialty Insurance Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: LPL7CACN97Z002	Per Claim Limit of Liability \$3,000,000 Aggregate Limit of Liability \$6,000,000 Deductible Per Claim - \$100,000
POLICY TYPE: Lawyers Professional Liability CARRIER: Vantage Risk Specialty Insurance Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: P03PL0000027871	Per Claim Limit of Liability \$2,000,000 Aggregate Limit of Liability \$4,000,000 Deductible Per Claim - \$100,000
POLICY TYPE: Lawyers Professional Liability CARRIER: Endurance American Specialty Ins Co POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: LPL30028227701	Per Claim Limit of Liability \$5,000,000 Aggregate Limit of Liability \$10,000,000 Deductible Per Claim - \$100,000
POLICY TYPE: Lawyers Professional Liability CARRIER: National Fire & Marine Insurance Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: 42-EPP-309586-05	Per Claim Limit of Liability \$5,000,000 Aggregate Limit of Liability \$10,000,000 Deductible Per Claim - \$100,000
POLICY TYPE: Lawyers Excess Professional Liability CARRIER: Ironshore Specialty Ins Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: LPL7CABWSMF005	Per Claim Limit of Liability \$5,000,000 Aggregate Limit of Liability \$10,000,000
POLICY TYPE: Lawyers Excess Professional Liability CARRIER: Old Republic Union Insurance Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: ORPRO 11 101008	Per Claim Limit of Liability \$4,000,000 Aggregate Limit of Liability \$25,000,000
POLICY TYPE: Lawyers Excess Professional Liability CARRIER: Starr Surplus Lines Insurance Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: SLSL-PRX-266304-23	Per Claim Limit of Liability \$5,000,000 Aggregate Limit of Liability \$10,000,000
POLICY TYPE: Lawyers Professional Liability CARRIER: Westfield Specialty Ins Co POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: ELP-000000KN-02	Per Claim Limit of Liability \$5,000,000 Aggregate Limit of Liability \$10,000,000

POLICY TYPE: Lawyers Professional Liability CARRIER: Travelers Excess and Surplus Lines Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: 107190537	Per Claim Limit of Liability \$3,500,000 Aggregate Limit of Liability \$25,000,000
POLICY TYPE: Lawyers Professional Liability CARRIER: QBE Specialty Insurance Company POLICY TERM: 12/9/2023 - 12/9/2024 POLICY NUMBER: 130006087	Per Claim Limit of Liability \$2,500,000 Aggregate Limit of Liability \$5,000,000

EXHIBIT 5

Cook County Travel Policy



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:
<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 1 of 21

I. GENERAL PROVISIONS

A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.¹ This policy sets forth the business and travel expense reimbursement policy for the County of Cook (“County”), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See* Related Policies below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. *See* Related Policies. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

¹ See Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:
<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 2 of 21

E. **Jurisdiction**

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services (“Budget”) and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

F. **Areas Affected**

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System (“CCH”), Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority (“Land Bank Authority”), and the Public Administrator (hereinafter, “Agencies” or “Agency”) who incur Necessary Business Expenses while conducting official business on behalf of the County.

G. **Nondiscrimination**

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

H. **Definitions**

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

Affidavit for Lost Receipts means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:
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Agency or Agencies means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

Alternative Worksite means an employee’s work location other than the County employee’s Official Worksite. This definition may include an Employee or Official’s residence when telecommuting or may include the location of a field assignment or 3rd party meeting in certain circumstances.

Appropriate Authorizing Party (or designee) means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

Appropriated Funds or Funding means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

Business and/or Travel Expense Reimbursement Form means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

Common carrier means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

Commuting means travel between the Official’s or Employee’s residence and the Official’s or Employee’s Official Worksite.

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.



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Local travel means travel within a 60-mile radius from the Official’s or Employee’s Official Worksite, for official County business.

Necessary Business Expenses mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can’t be procured under the County’s Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee’s or Official’s own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County’s negligence.

Non-local travel means travel in excess of a 60-mile radius from the Official’s or Employee’s Official Worksite, for official County business.

Personal leased vehicle means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County’s fleet.

Personally owned or Personal vehicle means travel by a vehicle that is personally owned by the Employee, Official, or similar.

Official Worksite means the worksite to which the Official or Employee is typically assigned.

Pre-Authorization Form means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

Public transportation means local travel by CTA, Pace, Metra, or similar.

Rental Car means travel by vehicle hired from a car rental agency for a short period of time during Non-local official County business.

Requester means the Employee or Official seeking reimbursement.

Ride share or ride sharing means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

Transportation Expense Voucher means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.



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I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller’s Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller’s Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County’s Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County’s Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these



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obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

J. Policy and Procedures

- 1. General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department’s budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, <https://www.gsa.gov/travel-resources>. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.
 - (a) *Appropriated Funding*. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department’s annual appropriation.
 - (b) *Grant requirements*. Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor’s requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County’s rate defined by this policy.
 - (c) *Appropriate Authorizing Party*. Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester’s:



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- (1) Department Head, if requested by an Employee within the Department Head’s Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;
- (2) Bureau Chief, if requested by a Department Head;
- (3) Chief of Staff, if requested by a Bureau Chief;
- (4) Employing Official, if requested by a Chief of Staff or
- (5) Where there is no person in a higher-level position within the Requester’s organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency’s Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency’s appropriated annual budget prior to approving the Pre-Authorization Form.

- (d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing taxexemptrequest@cookcountyil.gov. Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:



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- A. Expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;
- B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;
- C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;
- D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.
- E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;
- F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;
- G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;
- H. Lost or stolen cash or personal property;
- I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion



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expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

- J. Personal calls;
- K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;
- L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;
- M. Alcoholic beverages, tobacco products or controlled substances;
- N. Food, except as permitted pursuant to Sections III.A. and III.B. below;
- O. Supplies for office events;
- P. Sponsorships or donations;
- Q. Kitchen textiles (e.g. napkins, cups, utensils, etc.);
- R. Appliances (e.g. microwaves, refrigerators, toasters);
- S. Sporting goods;
- T. Flowers, gift cards, and gifts, or similar types of costs;
- U. Credit card or other late fees due to the Employee’s or Official’s actions;
- V. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance



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not within the Employee’s or Official’s own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

- W. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;
- X. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;
- Y. Flight insurance or other supplemental travel insurance;
- Z. Guest travel costs and expenses;
- AA. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;
- BB. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);
- CC. Upgrades, including but not limited to, special “club” floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,
- DD. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

- 1. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the objectives of the event is permissible.



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2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.
3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.
4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has been determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Employee morale events may be hosted occasionally and the cost of any such event is limited to \$20 per person.
5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

Registration Fees

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

Professional Licensing Fees and Certifications

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee's position may be



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reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

D. Travel Expenses

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County’s best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

- I. Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:
 - (a) Delivery of legislative testimony or address legislative agenda;
 - (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;
 - (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;
 - (d) Financial or tax audit;
 - (e) Site visit or operational evaluation related to Agency improvement efforts;
 - (f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.
 - (g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and



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- (h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.
- 2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).
- 3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.
- 4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.
- 5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
 - (a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.
 - (b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the metered fare, whichever amount is greater.
 - (c) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related



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transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the County’s Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (<https://apps.cookcountyil.gov/voucher/public/>). The voucher shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

- i. Normal commuting to and from the Employee’s or Official’s Personal residence and their Official Worksite or an Agency pre-approved Alternative Worksite is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess of their normal commute.
- ii. When approved Local Travel is required during the workday, the Employee or Official is entitled to reimbursement for the mileage to and from the Official Worksite or Alternative Worksite and the site(s) visited. Only the most direct route mileage (mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed in the mileage calculator) from the Official Worksite where applicable to the site(s) visited and back to the Official Worksite will be reimbursed.
- iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
- iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within



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their department. The Employee or Official’s personal insurance is primary in the event of an accident.

6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.

(a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the mileage calculator in the [Transportation Expense Voucher System \(TEVS\)](#), which shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

- i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
- ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.
- iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.

(b) *Travel by Rental Car*. Travel by Rental Car is limited to Non-local travel requiring an overnight stay and must be supported by an itemized receipt which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily



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rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

- (c) *Travel by Common Carrier.* Travel by common carrier is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler’s name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee’s or Official’s agenda.
- (d) *International travel.* All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee’s and Official’s shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at <https://www1.oanda.com/currency/converter/> must accompany all receipts.
- (e) *Meal and incidental expense reimbursement.* Meal and incidental expense reimbursements are limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee’s and Official’s will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity, which is capped at no more than 20% of cost of meal, published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed \$5.00 per handling. Reimbursement for meals and incidental



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expenses shall be limited to the expenses incurred during the time spent traveling for County business. 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days.

(f) *Lodging reimbursement.* Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler’s name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the increased rate is approved by the Appropriate Authorizing Party.

(g) *Reimbursement for taxi or ride share.* When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the ride - whichever amount is greater.

E. **Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology’s Concurrence Process or other similarly applicable policy.

F. **Miscellaneous.** Any other Necessary Business Expense or loss incurred within the Official’s or Employee’s scope of employment or related to telecommuting and directly related to services



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performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

IV. PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT

A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.

B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

1. Eligible Necessary Business Expenses other than travel.

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:

- i. the details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;
- ii. the reason and purpose of the purchase or expense; and



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

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iii. why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

(a) To request Local or Non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

(b) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. the expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;
2. the Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and
3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

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Effective: July 15, 2023

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D. Submission of Reimbursement Requests, Review and Approval.

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.
2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:
 - (a) A copy of the approved Pre-Authorization Form;
 - (b) Copies of itemized receipts for all expenses; and
 - (c) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.
3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.
4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

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this Policy. If approved, Budget will submit the reimbursement request to the Comptroller’s Office for payment and copy the Appropriate Authorizing Party regarding the payment request. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.

5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

E. Resources

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).

F. Related Policies

- The Cook County Procurement Code
- The County’s Vehicle Collision Policy
- The County’s Fuel Use Policy
- The County’s AVL GPS Policy
- The County’s Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County’s Ethics Ordinance

G. Non-Compliance

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

EXHIBIT 6

Electronic Payables Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller’s Electronic Payables Program (“E-Payables”).
If you wish to participate in E-Payables, please contact the Cook County Comptroller’s Office, Accounts Payable, 161 N. Clark Street, Suite 1900, Chicago, IL 60601.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County’s preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – “PULL” Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – “SUGA” Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 7

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

April 8, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark Suite 2300
Chicago, IL 60601

Re: Contract No. 2308-02061C
Labor Consultation and Representation Services Non-Target Market
Bureau of Human Resources
Contractor: Hinshaw & Clubertson LLP
Term: Three (3) Years Plus Three (3) One (1) Year Renewal Options
Contract Award Value: \$0.00 (Actual Value Will Be Based on Letters of Engagement Value)
RFQ – Professional Services
Goal: Zero MBE/WBE

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/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,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/db

CC: Anneice Owens (OCPO)
Nicole Riley (Human Resources)

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 zero percent (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
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	24-2121	Version:	1	Name:	Non target Market Professional services
Type:	Contract	Status:		Status:	Committee Reports
File created:	3/14/2024	In control:		In control:	Finance Committee
On agenda:	4/18/2024	Final action:		Final action:	6/13/2024
Title:	PROPOSED CONTRACT				

Department(s): Various Cook County Bureaus, Agencies, and Office of the Elected Officials

Vendor: Various Law Firms:

Franczek P.C., Chicago, Illinois

Hinshaw & Culbertson LLP, Chicago Illinois

Laner Muchin, Ltd. Chicago, Illinois

Robbins, Schwartz, Nicolas, Lifton, & Taylor Ltd. d/b/a Robbins Schwartz, Chicago, Illinois

Charles H. Wintersteen d/b/a Charles H. Wintersteen, P.C., Chicago, Illinois

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

Good(s) or Service(s): Labor Consultation and Representation Services (Non-Target Market) for six (6) categories of legal services:

Category I - Union Contract Negotiations,

Category II - Collective Bargaining Agreement (CBA) Interpretation and Implementation

Category III - Labor Relations Board Matters

Category IV - Employment Law

Category V - Employment Benefits and Pension

Category VI - Employment of Foreign Nationals

Contract Value: Program: \$4,100,000.00

Contract period: All Contracts: 6/1/2024 - 5/31/2027, with three (3), one (1) year renewal options

Potential Fiscal Year Budget Impact: NA

Accounts: Various - Countywide

Contract Number(s):

2308-02061A Laner Muchin, Ltd.

2308-02061B Franczek P.C.

2308-02061C Hinshaw & Culbertson LLP

2308-02061D Robbins, Schwartz, Nicolas, Lifton, & Taylor Ltd. d/b/a Robbins Schwartz

2308-02061E Charles H. Wintersteen d/b/a Charles H. Wintersteen, P.C.

Concurrences:

The Contract specific goal on this contract is Zero.

The Chief Procurement Officer Concurs.

Summary: The selected firms may provide legal consultation and representation services for various County bureaus, agencies, and offices of the elected officials.

These contracts are awarded through the Request for Qualifications (RFQ) process in accordance

with the Cook County Procurement Code.

Sponsors:

Indexes: VELISHA HADDOX, Chief, Bureau of Human Resources

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/13/2024	1	Board of Commissioners	approve	Pass
6/12/2024	1	Finance Committee		
5/15/2024	1	Finance Committee	recommend for approval as amended	Pass
5/15/2024	1	Finance Committee	reconsider	Pass
5/15/2024	1	Finance Committee	recommend for approval as amended	Fail
4/18/2024	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT

Department(s): Various Cook County Bureaus, Agencies, and Office of the Elected Officials

Vendor: Various Law Firms:

Franczek P.C., Chicago, Illinois

Hinshaw & Culbertson LLP, Chicago Illinois

Laner Muchin, Ltd. Chicago, Illinois

Robbins, Schwartz, Nicolas, Lifton, & Taylor Ltd. d/b/a Robbins Schwartz, Chicago, Illinois

Charles H. Wintersteen d/b/a Charles H. Wintersteen, P.C., Chicago, Illinois

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

Good(s) or Service(s): Labor Consultation and Representation Services (Non-Target Market) for six (6) categories of legal services:

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Category IV - Employment Law

Category V - Employment Benefits and Pension

Category VI - Employment of Foreign Nationals

Contract Value: Program: \$4,100,000.00

Contract period: All Contracts: 6/1/2024 - 5/31/2027, with three (3), one (1) year renewal options

Potential Fiscal Year Budget Impact: NA

Accounts: Various - Countywide

Contract Number(s):

2308-02061A Laner Muchin, Ltd.

2308-02061B Franczek P.C.

2308-02061C Hinshaw & Culbertson LLP

2308-02061D Robbins, Schwartz, Nicolas, Lifton, & Taylor Ltd. d/b/a Robbins Schwartz

~~2308-02061E Charles H. Wintersteen d/b/a Charles H. Wintersteen, P.C.~~

Concurrences:

The Contract specific goal on this contract is Zero.

The Chief Procurement Officer Concurs.

Summary: The selected firms may provide legal consultation and representation services for various County bureaus, agencies, and offices of the elected officials.

These contracts are awarded through the Request for Qualifications (RFQ) process in accordance with the Cook County Procurement Code.

EXHIBIT 9

Certification for Consulting or Auditing Services



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

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

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

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

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

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

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

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: Hinshaw & Culbertson LLP

ADDRESS: 151 North Franklin Street, Suite 2500, Chicago, IL 60606

TELEPHONE: 312.704.3901

CONTACT NAME: Robert T. Shannon

CONTACT EMAIL: rshannon@hinshawlaw.com

SECTION 2: AFFILIATE INFORMATION

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

AFFILIATE 1:

AFFILIATE 2:

AFFILIATE 3:

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1944-17731E
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Bureau of Human Resources
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No
If yes, please state the other Contract Number(s) and the Nature of Services.

Hinshaw's open/active State of Illinois entity clients in excess of \$10,000 annual value include: University of Illinois; State's Attorney of Cook County; Office of the Illinois State Treasurer; Illinois House of Represe

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Robert T. Shannon

Name (Type or Print)

Managing Partner

Title

December 12, 2023

Date

EXHIBIT 10

Sample Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective _____, by and between Cook County State's Attorney's Office, hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

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

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

1. DEFINITIONS

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

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

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

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

- (a). For purposes of this Part 2, Business Associate shall ensure that any obligations, restrictions, or conditions set forth herein shall apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information. Business Associate shall not use any Subcontractor to assist Business Associate with the provision of services under the Master Agreement without the prior written consent of Covered Entity.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (c). Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and the HITECH Act.
- (d). Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

- (e). Business Associate must, following the discovery of any appearance of a Breach, non-permitted use or disclosure, security incident, or other incident affecting unsecured Protected Health Information, notify the CCH Corporate Compliance and Privacy Program without unreasonable delay, and no later than 5 days from the date that the Business Associate discovers such Breach, non-permitted use or disclosure, security incident, or other incident. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's discovery. On behalf of Covered Entity, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices as directed by the CCH Corporate Compliance and Privacy Program. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs. In the event of a disagreement, the final determination of whether a Breach occurred will be made by the CCH Corporate Compliance and Privacy Program.
- (f). If applicable, Business Associate shall provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or an individual's designee in order to meet the requirements under 45 C.F.R. 164.524.
- (g). Business Associate shall, when directed by Covered Entity, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.
- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by Covered Entity.
- (j). Business Associate shall provide to Covered Entity when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k). In order to monitor the privacy and security of its PHI, the Covered Entity may request, and Business Associate shall make available to Covered Entity, information regarding the Business Associate's HIPAA Privacy and/or Security program, including the most recent electronic Protected Health Information risk analysis, policies, procedures, Security Incident log and responses, and evidence of training, including training materials and training logs.
- (l). To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

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

- 3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information shall comply with the provisions set for herein.
- (a). Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in this Agreement.
 - (b). Business Associate may use or disclose Protected Health Information as Required by Law.
 - (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
 - (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth below in Section 3.1 (f), (g), and 3.2.
 - (e). Business Associate shall not, directly or indirectly, receive remuneration in exchange for any Protected Health Information unless the exchange qualifies as an exception to the HIPAA general rule, as outlined in the HIPAA regulations and is permitted by this Agreement and the Master Agreement.
 - (f). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).
 - (g). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (h). Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (i). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

3.2 **Data Ownership**

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

4. **OBLIGATIONS OF COVERED ENTITY**

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

- (a). Covered Entity shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b). Covered Entity shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c). Covered Entity shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- (d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate with Protected Health Information .

4.2 **Permissible Requests by Covered Entity**

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

5. **TERMINATION**

- (a). Term. This Agreement shall be effective as of the Effective Date, and shall either terminate when Covered Entity provides written notice to Business Associate or as provided in 5(b), Termination for Cause, below.

(b). Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

(c). Effect of Termination.

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, or maintained by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - a. Business Associate shall render all paper PHI unusable through an appropriate method, which may include shredding, pulverization or burning.
 - b. Business Associate shall render all ePHI unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS.
 - c. To the extent it is necessary for Business Associate to destroy any PHI, Business Associate shall provide a specific, detailed account of the destruction process if so account is requested by Covered Entity.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning or destroying it infeasible. If Covered Entity agrees that such return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. The provisions of this Section 5(c), Effect of Termination, shall survive the termination of this Agreement.

6. **MITIGATION**

- (a). **Mitigation.** To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of this Agreement. Business Associate agrees to establish procedures to investigate the PHI Incident, mitigate losses and protect against any future PHI Incidents, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

7. **MISCELLANEOUS**

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

SIGNATURE PAGE FOLLOWS

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

BUSINESS ASSOCIATE

COVERED ENTITY

TYPE OR PRINT YOUR NAME

TYPE OR PRINT YOUR NAME

TITLE

TITLE

SIGNATURE

DATE

SIGNATURE

DATE

EXHIBIT 11

Identification of Subcontractors/Supplier/Subconsultant Form

EXHIBIT 12

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

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

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, 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
None	
_____	_____
_____	_____
_____	_____

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

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

a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: _____

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

151 N. Franklin, Suite 2500

Chicago, Illinois 60606

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.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

D/B/A: Hinshaw & Culbertson LLP FEIN # Only: 36-2128133

Street Address: 151 N. Franklin, Suite 2500

City: Chicago State: IL Zip Code: 60606

Phone No.: _____ Fax Number: _____ Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
None		

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
NA		

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
NA			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached list of Hinshaw's capital partners.			

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.



Hinshaw Capital Partners (as of December 2023)

FIRST NAME	LAST NAME	TITLE	OFFICE
David	Alfini	Capital Partner	Chicago
Albert	Angelo	Capital Partner	Chicago
Anthony	Antognoli	Capital Partner	Chicago
Thomas	Beer	Capital Partner	San Francisco
Mark	Berhow	Capital Partner	Minneapolis
Samuel	Bodurtha	Capital Partner	Boston
Dan	Boho	Capital Partner	Chicago
Roy	Bossen	Capital Partner	Chicago
Lauren	Campisi	Capital Partner	Chicago
Peter	Carlson	Capital Partner	Chicago
Geoffrey	Coan	Capital Partner	Boston
Kevin	Coan	Capital Partner	Minneapolis
David	Creagh	Capital Partner	Chicago
Steven	Cronig	Capital Partner	Miami
April	Dahl	Capital Partner	Ft. Lauderdale
Aimee	Delaney	Capital Partner	Chicago
Patrick	Devine	Capital Partner	Northwest Indiana
Edward	Donohue	Capital Partner	San Francisco
Michael	Dowell	Capital Partner	Los Angeles - Downtown
John	Dubbs III	Capital Partner	Chicago
Barbara	Fernandez	Capital Partner	Miami
Andrew	Gordon	Capital Partner	Ft. Lauderdale
David	Grossbaum	Capital Partner	Boston
David	Hanus	Capital Partner	Milwaukee
Matthew	Henderson	Capital Partner	Chicago
Pedro	Hernandez	Capital Partner	Miami
Desmond	Hinds	Capital Partner	West Los Angeles
Michael	Iasparro	Capital Partner	Rockford
Anthony	Jacob	Capital Partner	Chicago
Rory	Jurman	Capital Partner	Ft. Lauderdale
Ronald	Kammer	Capital Partner	Miami
Jason	Kim	Capital Partner	Los Angeles - Downtown
Spencer	Kook	Capital Partner	Los Angeles - Downtown
Schuyler	Kraus	Capital Partner	New York
Philip	Kujawa	Capital Partner	Chicago
Tomislav	Kuzmanovic	Capital Partner	Milwaukee
Steven	Lehner	Capital Partner	Tampa
Craig	Liljestrand	Capital Partner	Chicago



Viviana	Loshak	Capital Partner	Ft. Lauderdale
Tom	Luetkemeyer	Capital Partner	Chicago
James	Lydon	Capital Partner	Chicago
Stephen	Malato	Capital Partner	Chicago
Brian	McGrath	Capital Partner	New York
Daniel	McGrath	Capital Partner	Chicago
Maura	McKelvey	Capital Partner	Boston
Stephen	Moore	Capital Partner	Rockford
Marcia	Mueller	Capital Partner	Rockford
Yvonne	Ocrant	Capital Partner	Chicago
Peter	Pederson	Capital Partner	Chicago
Justin	Penn	Capital Partner	Chicago
John	Pierce	Capital Partner	San Francisco
Richard	Porter	Capital Partner	Rockford
Steven	Puiszis	Capital Partner	Chicago
Maria	Quintero	Capital Partner	San Francisco
Benjamin	Raindorf	Capital Partner	New Jersey
Vaishali	Rao	Capital Partner	Chicago
Robert	Romero	Capital Partner	San Francisco
L.	Rotman	Capital Partner	Minneapolis
Daniel	Ryan	Capital Partner	Chicago
John	Ryan	Capital Partner	Chicago
Dawn	Sallerson	Capital Partner	Belleville
Melissa	Schafer	Capital Partner	West Los Angeles
David	Schultz	Capital Partner	Chicago
Scott	Seaman	Capital Partner	Chicago
Robert	Shannon	Capital Partner	Chicago
Eric	Simonson	Capital Partner	New Orleans
Stuart	Spielman	Capital Partner	Baton Rouge
Joshua	Vincent	Capital Partner	Chicago
Peter	Walsh	Capital Partner	Chicago
Matthew P.	Walsh, II	Capital Partner	Chicago
Todd	Young	Capital Partner	Chicago

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert T. Shannon

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

Managing Partner

Title

December 12, 2023

Date

312.704.3901

Phone Number

Signature

rshannon@hinshawlaw.com

E-mail address

Subscribed to and sworn before me
this 12th day of Dec, 2023

x

Mary C Roddy

Notary Public Signature

My commission expires 2-19-27





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: Hinshaw & Quilley LLP

Address of Person Doing Business with the County: 151 N. Franklin, Suite 2500, Chicago, IL 60606

Phone number of Person Doing Business with the County: 312-7043900

Email address of Person Doing Business with the County: _____

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:

Robert T. Shannon, Managing Partner, 312-704-3901 / rshannon@hinshawlaw.com

B. **DESCRIPTION OF BUSINESS WITH THE COUNTY**

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the 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: 2308-02061C

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ TBD upon execution of LOE

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: _____

Anneice Owens, Senior Contract Negotiator, anneice.owens@cookcountyll.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: _____

Nicole Riley, Business Manager, Bureau of Human Resources, nicole.riley@cookcountyll.gov

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.

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

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

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

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

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

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

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Familial Relationship Disclosures

Hinshaw Attorney: Anthony Jacob

Name of Related County Employee or State, County or Municipal Elected Official: Nicholas Helmer

Title and Position of Related County Employee or State, County or Municipal Elected Official:
Mayor, Prospect Heights

Nature of Familial Relationship: Mayor Helmer is Mr. Jacob's father-in-law.

Hinshaw Attorney: Maureen Lennon Zeeb

Name of Related County Employee or State, County or Municipal Elected Official: Marty Lennon

Title and Position of Related County Employee or State, County or Municipal Elected Official:
Acting Director of the Clerk of the Circuit Court of Cook County's Project Management Office

Nature of Familial Relationship: Mr. Lennon is Hinshaw partner Ms. Lennon Zeeb's brother.

Hinshaw Attorney: Peter Sullivan

Name of Related County Employee or State, County or Municipal Elected Official: Sharon Marie Sullivan

Title and Position of Related County Employee or State, County or Municipal Elected Official:
Judge, Circuit Court of Cook County

Nature of Familial Relationship: Judge Sullivan is Mr. Sullivan's sister.

Hinshaw Attorney: Chad Kasdin

Name of Related County Employee or State, County or Municipal Elected Official: Crystal Kasdin

Title and Position of Related County Employee or State, County or Municipal Elected Official: Cook County State's Attorney

Nature of Familial Relationship: Ms. Kasdin is Mr. Kasdin's wife.

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*
---	--	--	----------------------------------

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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*
--	--	--	----------------------------------

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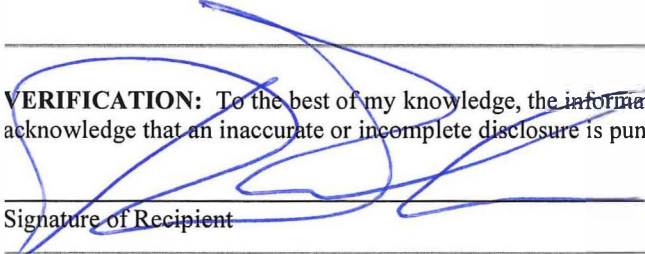
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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If 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.

Signature of Recipient



December 12, 2023

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: 2308-02061C

County Using Agency (requesting Procurement): Bureau of Human Resources

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Hinshaw & Culbertson LLP

Substantial Owner Complete Name: _____

FEIN# 36-2128133

Date of Birth: _____ E-mail address: _____

Street Address: 151 N. Franklin Street, Suite 2500

City: Chicago State: IL Zip: 60606

Home Phone: () _____ - _____

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**.

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: _____ Date: December 12, 2023

Name of Person signing (Print): **Robert T. Shannon** Title: **Managing Partner**

Subscribed and sworn to before me this 12th day of December, 2023

X Mary C Roddy
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

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

Execution by Partnership/Joint Venture

Hinshaw & Culbertson LLP	_____ *Partner/Joint Venturer Printed Name and Signature Robert T. Shannon (312.704.3901 / rshannon@hinshawlaw.com)
Partnership/Joint Venture Name	
December 12, 2023	_____ Telephone and Email
Date	

Execution by Sole Proprietorship

_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this
12th day of December, 20 23

Mary C Roddy

Notary Public Signature

My commission expires: 2-19-27

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: 2024.07.02 16:11:39 -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

2308-02061C
Contract #

June 1, 2024 through May 31, 2027
Original Contract Term

three (3) one-year renewal options
Renewal Options (If Applicable)

TBD Upon Execution of Letter of Engagement
Contract Amount

June 13, 2024
Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JUN 13 2024
COM _____**