

AMENDMENT NO. 6

This Amendment modifies Contract No. 10-41-14, for Operation of the Juvenile Court Clinic by and between the County of Cook, Illinois, herein referred to as "County" and Northwestern University, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on November 18, 2009, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide the Operation of the Juvenile Court Clinic (hereinafter referred to as the "Services") from June 1, 2009 through May 31, 2012, in an amount not to exceed \$4,691,070.00; and

Whereas, Amendment # 1 was executed on June 1, 2012 for a six (6) month contract extension from June 1, 2012 through November 30, 2012; and

Whereas, Amendment # 2 was executed on November 13, 2012 for a one (1) month contract extension from December 1, 2012 through December 31, 2012 and an increase in the amount of \$120,000.00; and

Whereas, Amendment #3 was approved by the County Board on December 18, 2012 for a six (6) month contract extension from January 1, 2013 through June 30, 2013 and an increase in the amount of \$720,000.00; and

Whereas, Amendment #4 was approved by the County Board on May 29, 2013 for an eighteen (18) month contract extension from July 1, 2013 through December 31, 2014 and an increase in the amount of \$1,831,393.00; and

Whereas, Amendment #5 was approved by the County Board on December 17, 2014 for a twelve (12) month contract extension from January 1, 2015 through December 31, 2015 and an increase in the amount of \$1,257,000.00; and

Whereas, the Contract will expire December 31, 2015, and the agreed upon Services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, an increase in the amount of \$2,655,988.29 is required for the continuation of Services; and

Whereas, the County and Contractor desire to extend the Contract for twenty-four (24) months beginning on January 1, 2016 through December 31, 2017.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through December 31, 2017.
2. The Contract is increased by \$2,655,988.29 and the Total Contract Amount is revised to \$11,275,451.29.

3. General Condition GC-06, Payment, of the Contract is deleted in its entirety and replaced with the following:

"All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract 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 invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor 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. Contractor 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 Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor 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 Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor 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 Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

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

4. General Condition GC-16, Modifications and Amendments, of the Contract is deleted in its entirety and replaced with the following:

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board,

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

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

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

5. The following clause is hereby incorporated into the Contract's General Conditions as GC-39, Performance and Accountability:

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

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

6. The Economic Disclosures Statement and MBE/WBE Utilization Plan forms in Attachment 1 are incorporated and made a part of this Contract.
7. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 6 to be executed on the date and year last written below.

County of Cook, Illinois

Northwestern University

By: *John E. M.*
Chief Procurement Officer

J. Thennes Delegate for:
Signed

By: *[Signature]*
State's Attorney (if applicable)

Type or print name
David E. Lynch
Executive Director
Northwestern University
Office for Sponsored Research

Date: 31 December 2015

Title _____
Date: 11/23/15

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

PH 5P0006239

DEC 16 2015

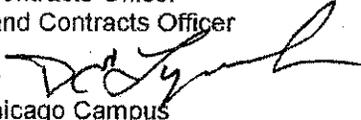
OSR Office for Sponsored Research
Northwestern University
Rubloff Building, 7th Floor
750 North Lake Shore Drive
Chicago, IL 60611-4579
Phone 312-503-7955
Fax 312-503-2234



NORTHWESTERN
UNIVERSITY

December 30, 2015

To: Pamela Hawkins, Senior Grants and Contracts Officer
Jen Thennes, Senior Grants and Contracts Officer
Michael Ferguson, Senior Grants and Contracts Officer

From: David E. Lynch, Executive Director 
Office for Sponsored Research, Chicago Campus

Re: Signature Authority for Sponsored Research

This will confirm your authority to submit and accept sponsored research documents on behalf of Northwestern University. This authority is limited to business activities conducted by the Office for Sponsored Research - Chicago campus. You continue to be responsible for the activities which correspond to your job title and work assignments in the context of Northwestern University Research Policy, regulatory and sponsor requirements. Authority does not extend to other business offices, nor to those matters in which you have a potential or actual conflict of interest. This delegation of authority applies to the following:

1. Paper and electronic research proposals and other external requests, including federal system-to-system transactions, various foundation and other sponsor systems, progress reports, those submitted directly to eRA Commons and all other electronic proposal receiving portals. This authority includes related documents and activities, and is applicable at all times.
2. Acceptance of standard award terms/conditions and modification of existing agreements by rebudgeting, changing the period of performance, changing personnel, and other administrative matters related to the extramural support of Northwestern University projects.

Signature authority is reserved for the Executive Director and Senior Grants and Contracts Officers. You have the responsibility to recommend signature by including your initials and SP number just below the NU signature block. Doing so will indicate that you have reviewed the sponsor requirements and that the request is complete, accurate and that you are recommending approval; the equivalent of an attestation.

Waivers and reductions of facilities and administrative costs must be processed according to standard OSR procedure and approved by Rex Chisholm, PhD, Associate Vice President for Research and Feinberg School of Medicine Vice Dean for Scientific Affairs and Graduate Education.

PI eligibility must be approved by Lew Smith, MD, Associate Vice President for Research.

Commitments of University cost sharing and reductions in Facilities and Administrative costs must be authorized by the account owner, department chair/chief and Rex Chisholm, PhD, prior to OSR endorsement.

This authorization shall remain in effect for as long as you remain in your current position in OSR or until revoked.



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

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16th District

SEAN M. MORRISON

17th District

December 1, 2015

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

Re: Contract No. 10-41-14 (Amendment No. 6)
Operation of Juvenile Court Clinic
Office of the Chief Judge

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises Ordinance. After careful review it has been determined that, this amendment is responsive to the Ordinance.

Bidder: Northwestern University
Original Contract Amount: \$4,691,070.00
Contract Extension: 6 months (Amendment No. 1)
New Contract Term: June 1, 2012 through November 30, 2012
Increase Amount: \$120,000.00 (Amendment No. 2)
New Contract Amount: \$4,811,070.00
Contract Extension: 1 month
New Contract Term: December 1, 2012 through December 31, 2012
Increase Amount: \$720,000.00 (Amendment No. 3)
New Contract Amount: \$5,531,070.00
Contract Extension: 6 month
New Contract Term: January 1, 2013 through June 30, 2013
Increase Amount: \$1,831,393.00 (Amendment No. 4)
New Contract Amount: \$7,362,463.00
Contract Extension: 18 months
New Contract Term: July 1, 2013 through December 31, 2014
Increase Amount: \$1,257,000.00 (Amendment No. 5)
New Contract Amount: \$8,619,463.00
Contract Extension: 12 months
New Contract Term: January 1, 2015 through December 31, 2015
Increase Amount: \$2,655,988.29 (Amendment No. 6)
New Contract Amount: \$11,275,451.29
Contract Extension: 12 months
New Contract Term: January 1, 2016 through December 31, 2017
Contract Goal: 35% MBE/WBE

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16th District

SEAN M. MORRISON
17th District

Contract No. 10-41-14 (Amendment No. 6)

Full MBE/WBE Waiver Granted: The specifications and necessary requirements for performing the sole source contract make it impossible or economically in-feasible to divide the contract to enable the utilize MBEs and/or WBEs in accordance with the applicable participation.

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

Sincerely,

Jacqueline Gomez
Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Richard Sanchez, OCPO
James Anderson, OCJ

10-01-14 11:01:14 AM

COOK COUNTY JUVENILE COURT CLINIC
A PARTNERSHIP BETWEEN COOK COUNTY AND NORTHWESTERN UNIVERSITY

2245 West Ogden Avenue, 5th Fl.
Chicago, Illinois 60612



Phone: (312) 433-6686
Fax: (312) 433-6851

Re: MBE/WBE Participation
Contract 10-41-14
Amendment #6

Dear Sir or Madam,

I am the Principal Investigator for the project funded by the above-mentioned contract between Cook County and Northwestern University (NU). The Office of the Chief Judge is requesting to extend the contract for 24 months beginning January 1, 2016. As part of the extension process, the Office of Contract Compliance has asked for information regarding compliance with the County's MBE/WBE participation goals.

Please consider this letter a revision of the previous submission and a request for partial or full waiver of the MBE/WBE Participation under sections A. and B. (1), (2), and (4) of EDS-3.

The majority of the Juvenile Court Clinic's service and supply expenses are for entities Northwestern designates as Preferred Vendors. Preferred Vendors provide discounts to Northwestern which result in significant cost savings that contribute to the Juvenile Court Clinic's cost-effectiveness. As described on the enclosed web pages, NU is committed to developing relationships with small, minority-owned and women-owned businesses and numerous Preferred Vendors are in fact certified MBE or WBE. In addition, NU's commitment is explicit in its Statement on Supplier Diversity and implicit in membership in organizations such as the Women's Business Development Center and the Chicago Minority Business Opportunity Center (see enclosed web pages). Unfortunately, only one of NU's MBE or WBE certified Preferred Vendors meets the service and supply needs of the Juvenile Court Clinic. It is important to recognize, however, that although the Juvenile Court Clinic's vendors do not have official MBE or WBE designations, many have a demonstrated commitment to MBE and WBE goals. **Based on past expenditures, the following vendors account for approximately 37% of service and supply expenses:**

CDW-G: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

Ph: 847-371-5000

Commitment to MBE and WBE demonstrated by the following memberships and/or affiliations (see web page, attached):

- National Minority Supplier Development Council, Inc. (NMSDC) & regional affiliate
- Women's Business Enterprise National Council (WBENC)
- Women's Business Development Center (WBDC)
- ATHENA PowerLink (Lake County, IL)
- National Association of Women Business Owners

Office Depot/OfficeMax: 263 Shuman Blv., Naperville, IL 60563

Ph: 630-438-7800

- Employs a diverse workforce reflective of the communities in which they do business
- Commitment to supplier diversity (see web page, attached)
- Supports minority-owned suppliers to assist their growth

PAR: 16130 N. Florida Ave., Lutz, FL 33549

Ph: 800-331-8378

Commitment to WBE demonstrated by the following memberships and/or affiliations (see web page, attached):

- Vice President and Co-Founder, Cathy Smith
- Community partner with PACE Center for Girls, Inc.; organization that "focuses on quality, gender-responsive, school-based programs for at-risk girls that produce life-changing opportunities."

SHI International Corp: 290 Davidson Ave., Somerset, NJ 08873

Ph: 888-764-8888

Commitment to MBE/WBE demonstrated by the following memberships and/or affiliations (see web page, attached):

- Largest Minority and Woman-owned Business Enterprise in the United States (see web page, attached)

Please note we had tried purchasing computer supplies from TIG, a Preferred Vendor designated MBE. Unfortunately, we could not continue a relationship with TIG due to an overall lack of timeliness in filling our orders.

The Juvenile Court Clinic's budget includes expenses for interpreters and various consultants. The following vendors account for approximately 37% of consultant expenses during the past 24 months:

Harold Fuentes, Multicultural Psychology Solutions P.C.

- Dr. Fuentes is Hispanic and the sole owner and operator of Multicultural Psychology Solutions.

Karla Anderson, Chicago Psychologist P.C.

- Dr. Anderson is a Hispanic female and the sole owner and operator of Chicago Psychologist P.C.

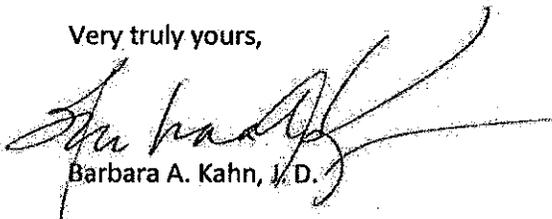
InterpreNet, LTD: 27 N. Wacker Drive Suite 270, Chicago IL 60606

Ph: 312-928-1188

- InterpreNet is co-owned by two male Hispanics. See (see web page, attached).

For the reasons stated above we request a full or reduced waiver of MBE/WBE participation.

Very truly yours,



Barbara A. Kahn, J.D.

Enclosures

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

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

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

Bid/RFP/RFQ No.: 10-41-14	Date: 11/19/2016
Total Bid or Proposal Amount: \$2,655,988.29	Contract Title: Operation of Juvenile Court of Clinic
Contractor: Northwestern University	Subcontractor/Supplier/ Subconsultant to be added or substitute: None
Authorized Contact for Contractor: Pamela Hawkins Nadine Killick	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): p-hawkins@northwestern.edu n-killick@northwestern.edu	Email Address (Subcontractor):
Company Address (Contractor): 750 N. Lake Shore Drive 7th floor	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60611	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 312-503-7955	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 01/01/2016 - 12/31/2017	Estimated Start and Completion Dates (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

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

Contractor Northwestern University

Name David E. Lynch *D. Hennes, Delegate for D.E. Lynch*

Title Executive Director, Office for Sponsored Research

Prime Contractor Signature _____ Date 11/23/15

PH 5P0006039

SECTION 2

CONTRACT NO.:

104114

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

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

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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

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

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

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

633 Clark Street

Evanston, IL 60208

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

See Attached

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 PINs

Contract 10-41-14

PIN

17-10-201-052-8001
17-10-201-052-8001
17-10-200-045-0000
17-10-200-050-0000
17-10-200-045-0000
17-10-200-045-0000
17-10-200-050-0000
17-10-200-045-0000
17-10-200-050-0000
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17-10-200-050-0000
17-10-200-045-0000
17-10-200-050-0000
17-10-200-057-0000
17-10-201-055-8001
17-10-200-045-0000
17-10-200-050-0000
17-10-201-017-0000
17-10-201-040-0000
17-10-201-052-8001
17-10-201-053-8001
17-10-201-054-8001
17-10-201-055-8001
17-10-204-008-8001

17-10-204-009-
8001
17-10-204-011-
0000
17-03-228-036-
8001
PIN
05353100070000
05353100150000
05353100190000
05353100200000
05353100220000
05353180150000
05354010268001
05354010268002
05354100030000
05354100040000
05354100190000
05354100210000
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11072020010000
11072040030000
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11182000190000
11182000200000
11182000210000
11182000220000
11182010260000
11182020070000
11182020190000
11182020200000
11182020210000
11182020260000
11182020330000
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11183000090000
11183060228001
11184010110000
11184010120000
11184010130000
11184040100000

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information: Northwestern University

Name _____

D/B/A: _____ FEIN NO.: 36-2167817

Street Address: 633 Clark Street

City: Evanston State: IL Zip Code: 60208

Phone No.: 312-503-7955 Fax Number: _____ Email: osr-chicago@northwestern.edu

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

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

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

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			

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.

NORTHWESTERN UNIVERSITY
633 Clark Street
Evanston, Illinois 60208

Officers of the University
2014 - 2015

- President Morton O. Schapiro
- Provost Daniel I. Linzer
- Executive Vice President Nimalan Chinniah
- Vice President of Global Marketing and Chief Marketing Officer Mary L. Baglivo
- Vice President of Human Resources Pamela S. Beemer
- Vice President and General Counsel Thomas G. Cline
- Vice President for University Relations Alan K. Cubbage
- Vice President for Facilities Management John L. D'Angelo
- Vice President for Budget and Planning James M. Hurley
- Vice President for Administration and Planning Marilyn McCoy
- Vice President and Chief Investment Officer William H. McLean
- Vice President for Alumni Relations and Development Robert E. McQuinn
- Vice President for Medical Affairs Eric G. Neilson
- Vice President for Athletics and Recreation James J. Phillips
- Vice President and Chief Information Officer Sean B. Reynolds
- Vice President for Finance Operations and Treasurer Ingrid S. Stafford
- Vice President for Student Affairs Patricia Telles-Irvin
- Vice President for Research Joseph T. Walsh Jr.

CONTRACT NO. 10-41-14

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Signature

E-mail address

NORTHWESTERN UNIVERSITY

By: Joseph T. Walsh, Jr. *JTW*

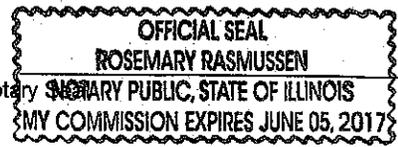
Vice President for Research

Date: 25 NOV 15

Subscribed to and sworn before me
this 25 day of NOVEMBER 2015.

My commission expires: JUNE 5, 2017

X Rosemary Rasmussen
Notary Public Signature



Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

**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: Northwestern University - Barbara A. Kahn

Address of Person Doing Business with the County: 2245 W. Ogden Avenue - 5th floor, Chicago, IL 60612

Phone number of Person Doing Business with the County: 312-433-6640

Email address of Person Doing Business with the County: b-kahn@northwestern.edu

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:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

Contract No. 10-41-14 _____

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$2,655,988.29

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Richard Sanchez, Senior Contract Negotiator, 312-603-2374

James Anderson, Executive Officer, 312-603-4583

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: James Anderson, Executive Officer, 312-603-4583

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**

CONTRACT NO. 10-41-14

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

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

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

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

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

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

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

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

SEE ATTACHED STATEMENT

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.

NORTHWESTERN UNIVERSITY
 By: Joseph T. Walsh, Jr. son
 Vice President for Research
 Date: 25 Nov 15

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.

10-41-14

Statement regarding Cook County Board of Ethics Familial Relationship Disclosure Form

EDS-11

Applicant statement that no Northwestern University employee in the Juvenile Court Clinic unit who will be directly engaged in contractual work with the County on behalf of the business entity for this contract has any familiar relationships to disclose under the Ordinance. In addition, Applicant states that the university as a whole has more than 6,100 trustees, officers, and full time employees, and cannot further verify whether such relationships exist. Should such relationships exist, however, it is the Undersigned's policy to diligently investigate conflicts or concerns, and promptly resolve any allegations or findings, and at all times comply in good faith with legal requirements.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

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

I. Contract Information:

Contract Number: 10-41-14

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Northwestern University

Substantial Owner Complete Name:

FEIN# 36-2167817

Date of Birth: E-mail address:

Street Address: 633 Clark St. Evanston

City: State: IL Zip:

Home Phone: Driver's License No:

III. Compliance with Wage Laws:

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

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

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

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

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

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: _____ By: Joseph T. Walsh, Jr. Date: 25 Nov 15

Name of Person signing (Print) Joseph T. Walsh, Jr.
Vice President for Research SEW

Subscribed and sworn to before me this 25th day of NOVEMBER, 20 15

X Rosemary Rosmussen
Notary Public Signature

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



CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

NORTHWESTERN UNIVERSITY

Corporation's Name

President's Printed Name

By: *[Signature]*
Joseph T. Walsh, Jr.
Vice President for Research

Telephone

Email

25 NOV 15

[Signature]
Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

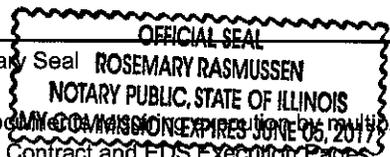
Subscribed and sworn to before me this

25 day of NOVEMBER, 20 15.

My commission expires: JUNE 5, 2017

[Signature]
Notary Public Signature

Notary Seal



*If the operating agreement, partnership agreement or governing document provides for multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.