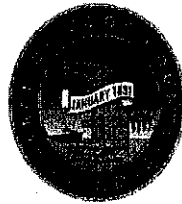


PROFESSIONAL SERVICES AGREEMENT

TRAFFIC SAFETY SCHOOL

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY CIRCUIT COURT

AND

NATIONAL SAFETY COUNCIL

CONTRACT NO. 1490-13846

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 08 2016

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services.....	3
b) Deliverables.....	3
c) Standard of Performance.....	4
d) Personnel.....	4
e) Minority and Women Owned Business Enterprises Commitment.....	5
f) Insurance.....	6
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	9
k) Subcontracting or Assignment of Contract or Contract Funds.....	10
l) Professional Social Service.....	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	12
c) Agreement Extension Option.....	12
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	13
c) Funding.....	13
d) Non-Appropriation.....	14
e) Taxes.....	14
f) Price Reduction.....	14
g) Consultant Credits.....	14
ARTICLE 6) DISPUTES.....	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS.....	15
ARTICLE 8) SPECIAL CONDITIONS.....	15
a) Warranties and Representations.....	15
b) Ethics.....	16
c) Joint and Several Liability	17
d) Business Documents	17
e) Conflicts of Interest.....	17
f) Non-Liability of Public Officials.....	18

ARTICLE 9)	EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION	
	18	
	AND RIGHT TO OFFSET	18
a)	Events of Default Defined	18
b)	Remedies.....	20
c)	Early Termination	21
d)	Suspension.....	22
e)	Right to Offset.....	223
g)	Prepaid Fees.....	23
ARTICLE 10)	GENERAL CONDITIONS	23
a)	Entire Agreement	23
b)	Counterparts.....	24
c)	Contract Amendments	24
d)	Governing Law and Jurisdiction.....	24
e)	Severability.....	25
f)	Assigns.....	25
g)	Cooperation.....	25
h)	Waiver.....	25
i)	Independent Consultant	26
j)	Governmental Joint Purchasing Agreement	26
k)	Comparable Government Procurement.....	26
l)	Force Majeure	26
ARTICLE 11)	NOTICES.....	27
ARTICLE 12)	AUTHORITY	28

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Identification of Sub-Contractors/Suppliers/Sub-Consultant Form
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and National Safety Council "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 8, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

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

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Identification of Sub-Contractors/Suppliers/Sub-Consultant Form
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

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

b) **Deliverables**

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

[INTENTIONALLY OMITTED]

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The Consultant must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, reasonable 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, or subconsultants of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this 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 or as required by applicable law. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party except as required by applicable law. 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, created as a result of the performance of the Agreement that Consultant and the County expressly agree is included as part of the Deliverables (the "Documents") 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, unless it is in furtherance of the Services. During the performance of the Agreement, 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 at all times.

i) Patents, Copyrights and Licenses

[INTENTIONALLY OMITTED]

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the 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 any reimbursable out of pocket 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.

The County shall provide no less than seven days' prior written notice for all audits of Consultant and/or its Subcontractors and may not audit any person or entity more than twice per year.

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.

k) 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. 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, 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.

l) Professional Social Services

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental

health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin June 9, 2016 ("**Effective Date**") and continue until June 8, 2021 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for Services shall include itemized entries indicating the date or time period in which the Services were provided, the amount of time spent performing the Services, and a detailed description of the Services provided during the period of the invoice. All 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 Agreement 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 other appropriate information necessary to validate reimbursement to the County. 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 Agreement, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar

amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Agreement. 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 Agreement for the duration of the Agreement 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 Agreement, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant and County 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 the names of any clients with whom it has an ongoing relationship and in which Consultant knows that there exists a conflict of interest with. 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 or the Chief Procurement Officer may elect to terminate this Contract.
- 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, which has not been cured to the reasonable satisfaction of the County within thirty days after notice detailing such failure, as provided in subpart (b), Remedies, of this Article;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer which has not been cured to the reasonable satisfaction of the County within thirty days after notice detailing such material failure, or inability to perform the Services reasonably satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors, as provided in subpart (b), Remedies, of this Article;
 - (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, which has not been cured to the reasonable satisfaction of the County within thirty days after notice detailing such failure, as provided in subpart (b), Remedies, of this Article.
- 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 shall, as provided above, or 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 due to the fact that the default is incurable, 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) [INTENTIONALLY OMITTED]
- 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, including but not limited to actual, indirect, incidental, special or consequential damages, provided that, money damages shall not exceed Two Million Dollars (\$2,000,000) in any one contract year;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement for the deficient Services;
- 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; provided, however, the County shall provide Consultant no less than 60 days notice. 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 which are owned by the County, 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 Agreement.

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) (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 Consultant or the County by a proper authority waives the other party'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 Consultant or the County may have waived the performance, requirement or condition. Such waivers must be provided to the other party 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.

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: Office of the Chief Judge
 Circuit Court of Cook County
 50 West Washington Street, Room 2600
 Richard J. Daley Center Chicago, IL 60602
 Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Agreement Number on all notices)

If to Consultant: National Safety Council
 1121 Spring Lake Drive
 Itasca IL 6014
 Attention: CFO

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 1

SCOPE OF SERVICES

National Safety Council (NSC) shall operate a Traffic Safety Program (TSP) pursuant to the authority granted in Illinois Supreme Court Rule 529(c) in compliance with the Conference of Chief Circuit Judges standards for the Circuit Court of Cook County, Illinois (Court). NSC shall manage all aspects of the Traffic Safety Program including course instruction, course scheduling, record keeping, and reporting, staffing, management, budget, finance, curriculum, research, training, and other duties in accordance with the Scope of Services. NSC shall, in all respects, provide the services and meet the requirements of the standards set forth in the Professional Services Agreement. NSC shall be compensated for performing the services required of this contract with course and other fees collected from participants specified. All aspects of the Traffic Safety Program shall be conducted and performed in accordance with the Traffic Safety Program Standards adopted by the Conference of Chief Circuit Judges, currently dated February 15, 2008.

I. DEFINITIONS

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

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

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

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

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

Eligibility for 4-hour Online or Classroom Defensive Driving course:

- Must be age 15 or older; and
- Has not completed any Circuit Court of Cook County TSS or had a previous TSS program completion for a traffic citation dated more than 365 days prior to date of the new enrollment.

Eligibility for 4-hour classroom Alive at 25 Course:

- Under age 25
- Has not completed the Alive at 25 Circuit Court of Cook County TSS or had a previous Alive at 25 TSS program completion for a traffic citation dated more than 365 days prior to date of the new enrollment.

Eligible for 8-hour classroom Attitudinal Dynamics course:

- Has completed any Circuit Court of Cook County TSS program for a traffic citation dated less than 365 days prior to date of the new enrollment; and
- At the discretion of the court. NSC would encourage judges to place anyone in their court that needs the driver's behavior to change.

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

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

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

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

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

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

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

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

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

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

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

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

Transition Period: The period, between execution of the contract and the completion and distribution of updated TSP ticket and court diversion materials to the various law enforcement agencies in Cook County. The Clerk of the Circuit Court of Cook County shall process changes to the materials to reflect updated contract pricing and course locations without delay.

II. TRAFFIC SAFETY PROGRAM

A. Transition Period

The Court shall transition the administration of the TSP to NSC immediately upon contract execution or the date of approval by the Cook County Board of Commissioners, whichever date is later. NSC will perform all activities and tasks necessary to assume operational control the Court's TSP. NSC shall be properly staffed and operational by September 1, 2016. NSC shall be prepared to begin offering Traffic Safety Courses no later than September 1, 2016. NSC will work very closely with key court personnel while hiring and building out their NSC operations and IT infrastructures. A comprehensive "Key Milestone Plan" has been shared and agreed to by NSC, the OCJ, and Clerk's Office with the highest level of these milestones detailed below.

Key Milestones for Traffic Safety Program Implementation
NU ceases visits to District locations
NSC submits letter to County for approval that NSC will mail to referrals
CC notifies Districts of shift to NSC visiting Districts weekly
Data transfer testing - E-Plea
NSC starts snail mailing ALL "new" referrals (court pickups and e-plea) of extension
Court orders new tickets for agencies to implement Sep 1
Court begins sending the daily e-Plea files to NSC
Court modifies daily Return Dates
NSC begins visiting districts to process ticket registrations
NU ceases hosting classroom and online classes

NSC DDC Cook County System fully operational (w/ web enrollment)
NSC data build... processes backlog Referral data from June - Aug
Court distributes to agencies 1) new tickets 2) NSC's judge ordered forms 3) NSC's District cards
NSC completes location contracts and develops classroom schedule
NSC hosts Instructor Training for all NSC programs.
DDC4, Alive25, and DDC-ADD translated into Polish
Reconciliation (joint NSC and Court effort to ensure no open Referrals fell thru cracks)
NU provides 1) final daily completer file AND 2) one last file containing all "unreported Referrals" of any status to Cook County
NSC 1) classroom courses go-live 2) online courses go-live 3) Customer Service Center go-live
Agencies and Courts begin using new tickets, registrations, and forms
Last NU completion file from NU to Cook

B. TSP Course Enrollment Processing

Referrals opting for the TSP are placed on court supervision and given approximately four months to complete the required course. NSC shall initiate and complete registration of a referral into a TSP course within four weeks of the Court's payment date. NSC shall schedule the referral into a TSP course within 6 weeks from the NSC registration date.

NSC shall develop a Cook County Traffic Safety School course registration system that will allow NSC to manage eligibility verification, course registration, rescheduling, and reenrollment.

1. Processing Referrals to Traffic Safety Program

a. Referrals via Court Diversion Envelopes

- i. Referrals who receive the diversion envelopes from a law enforcement officer and wish to take a traffic safety course can mail the diversion envelope to the court or use the Court's Online Ticket Traffic System, E-Plea, to enter their plea.
- ii. Diversion envelopes that are returned to the Clerk are handled by Clerk personnel who enter plea detail, document receipt of the ticket fines, traffic safety program requests, and related course fees into the Court's Online Ticket Traffic System.

- iii. Motorists who use the Court's Online Ticket Traffic System enter their own plea detail, pay their ticket fines, enter their traffic safety program request, and pay their related course fees into the Court's Online Ticket Traffic system.
 - iv. The Court electronically sends NSC a data file each business day of referrals that elected Traffic Safety School using the online method via the Clerk. The data file contain will contain referrals' course preference detail.
- b. Referrals via Court Order
- i. For motorists who are ordered to attend the TSP by a judge, Court personnel will enter the plea detail, document receipt of the ticket, fines, traffic safety program referral, and related course fees into the Court's Online Ticket Traffic System.
 - ii. Referrals fill out the Cook County Traffic Safety School Registration Request form and place it in the appropriate drop box at each district court.
 - iii. NSC staff will retrieve the registration request forms during routine visits conducted at a minimum once a week to each district court. NSC will document the notice of enrollments and reenrollments on the referral's record in NSC's computer system for reporting purposes.

2. Referral Eligibility Processing

Upon NSC's processing of the court diversion envelopes, registration request forms and/or the electronic file from the Court's Online Ticket Traffic System, NSC's computer system will perform an eligibility check for each motorist. NSC shall compare the Court records with the NSC database for previous enrollments and completions. NSC will process the daily electronic records received from the Clerk of the Circuit Court each business day.

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

Eligibility for 4-hour Online or Classroom Defensive Driving course:

- Under 18 years of age, court appearance with a Parent/ Legal guardian and ordered by a judge

- 18 years of age or older and has not completed a 4-hour Online or Classroom TSS course for a traffic citation dated more than 365 days prior to date of the new enrollment

Eligibility for 4-hour classroom Alive at 25 Course:

- Under 18 years of age, court appearance with a Parent/ Legal guardian and ordered by a judge
- 18 to 24 years old and has completed a 4-hour Online or Classroom TSS course for a traffic citation dated more than 365 days prior to date of the new enrollment

Eligible for 8-hour classroom Attitudinal Dynamics course:

- 25 years of age or older and has completed a 4-hour Online or Classroom TSS course for a traffic citation dated more than 365 days prior to date of the new enrollment; or,
- at the discretion of the court

If the referral is found to be ineligible, NSC will prepare and deliver notice to the referral indicating that the referral is ineligible for a TSP course and that the referral will receive a refund of the TSP course fee, less the ineligible referral processing fee and any other applicable TSP program fees, from the Clerk's Office.

3. Referral Registration:

- i. NSC will assign the referral to the appropriate online course or classroom course based on eligibility status and referral preferences, after a motorist is determined eligible for TSP.
- ii. NSC will (e) mail the motorist a class confirmation document.
 - For online courses the URL for the 4-Hour DDC Online course site as well as the referral's unique access code will be included in the confirmation document. The referral must enter the access code and creates a unique user id and password prior to starting the course.
 - For classroom courses, the confirmation document will clearly indicate the class location address, class date, class time, room number, NSC's Classroom Code of Conduct, and any pertinent location details such as parking requirements. If the referral is receiving the confirmation document via email, a MapQuest link may be provided as a courtesy

for driving directions

a. Rescheduling:

- i. Rescheduling: NSC shall be entitled to charge motorists a rescheduling fee when motorists reschedule less than fourteen (14) days before their scheduled classroom course date. NSC shall advise motorists in their confirmation notice of the last date to reschedule without the imposition of a rescheduling fee.
- ii. Motorists have two options to reschedule:
 - **Go to the online registration** site, pull up their current registration, and click on “reschedule.” If rescheduling is being done 14 or more days before their scheduled classroom course, the student may select another class and incur no fee. If rescheduling is done less than 14 days before their scheduled classroom course date, a rescheduling fee will be charge. The student may pay through the online registration site via a credit card. The rescheduling fee must be paid prior to NSC assigning a new course date.
 - **Call the NSC Traffic Safety Program customer service center** and request to be rescheduled. If rescheduling is being done 14 or more days before their scheduled classroom course, the student may select another class and incur no fee. If rescheduling is done less than 14 days before their scheduled classroom course date, a rescheduling fee will be charged. The student may provide a credit card number to the customer service center. The rescheduling fee must be paid prior to NSC assigning a new course date.
 - If the motorist needs to mail in a cashier’s check or money order, instructions will be provided. No personal checks will be accepted. The rescheduling fee must be paid prior to NSC assigning a new course date.

b. Reenrollment:

Referrals who fail to complete the traffic safety school course within the timeframe allowed by the Court may have a conviction entered against their driving record. In such cases, the referral may petition the court to request an extension of the time available to complete traffic safety school and have the conviction removed. If such a request is

granted, this would be considered a reenrollment.

- NSC will be notified of reenrollments by picking up the judge ordered forms at the various districts during weekly visits. The referral file and/or ticket itself will clearly note the judge's handwritten orders for reenrollment. Court personnel will have entered the reenrollment orders into the Clerk's Traffic Records Information Management System (TRIMS).
- Referrals fill out the Cook County Traffic Safety School Registration Request form and drop it off at the district drop box. The return date is set four months from the date the referral pays the fees and TSP payment to the Court for reenrollment.
- NSC will document the notice of reenrollment on the referral's record in NSC's computer system for reporting purposes.
- NSC will assign the referral into another TSP course based on the judge's orders, the referral preferences, and the new return date. NSC will send the referral a confirmation document via (e)mail.

c. TSP Course Completion Reporting Process

Each business day NSC will send an electronic list of referral completion data to the Clerk's Office in a file layout determined by the Clerk's Office. Such list shall include whether each referral on the file successfully completed the TSP course, failed to successfully complete the TSP course, or was found ineligible. Referrals are placed on the list no less than ten (10) calendar days prior to their return date.

C. Fixed Standards

1. Accessible Class Facilities

NSC shall ensure that all classroom facilities used for TSP classes are accessible to people with disabilities. In addition to disability-accessible facilities, NSC shall ensure classrooms are conveniently located and provide adequate parking, are clean, well-lighted, heated, and ventilated, and free from any visual and/or auditory distractions. Facilities must also provide ample seating and be equipped with suitable projection equipment, screens, writing boards or paper tear charts, which are clearly visible from all seating areas. NSC must have processes in place to accommodate motorists with special needs, assisting them in meeting the court, state, or client's requirements in spite of their medical, physical, or learning limitations.

The course instructors will focus discussion on violations specific to the drivers in the class and if necessary issues specific to older people and people with disabilities. NSC

shall ensure that the courses remain ADA and §508 compliant. The course will also remain readable with a JAWS reader or mouth-stick.

2. Annual Audit

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

NSC must retain an independent certified public accounting firm to audit NSC consolidated financial statements and provide management assessments to ensure the effectiveness of the internal control over financial reporting. The auditors must be fully separate and independent of the NSC staff and report directly to the Finance and Audit Committee of the NSC Board of Directors. The independent certified public accounting firm must not provide consulting services to NSC. Results of the final audit must be presented to the NSC full Board of Directors for final approval.

NSC must retain an independent certified public accounting firm to conduct a separate annual audit of the receipts, expenditures and certificates for the TSP. NSC will provide the Court with the required special purpose statements for the TSP. NSC must provide a copy of the audit and any management letter reports received from the independent certified public accounting firm related to this Traffic Safety Program upon completion of the audit and within 30 days of NSC receipt of the audit.

NSC must provide copies of the required reports immediately upon completion of the annual audit as of their year-end, June 30th.

3. Denial of Benefits

NSC must adhere to the Equal Employment Opportunity Policy, which ensures that any referral, employee, or applicant for employment shall not be denied participation in the courses and/or employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, or sex. This policy also details that evaluation and treatment of employees, applicants for employment and contractors are free from such discrimination.

4. Online Administrative Access

NSC shall provide the Court with access to monitor the DDC Online program provided under this contract, which will allow the Court Administrator to do inquiries, run reports, and support other data management functions. This system allows for automated or on demand reporting, standard reports or customized reports. Should the Court require modification to the system, NSC will work with the Court to follow a change management procedure, agreed upon in writing by both parties.

D. Program Courses

NSC will keep its courses and materials up to date with industry standards. As each course is updated, NSC will submit the updated materials to the Circuit Court of Cook County. The Circuit Court of Cook County reserves its right to choose the Edition to be taught in the TSP. NSC will provide the materials and audio visuals in closed-captioned, English, and Spanish.

1. In-Person Class Size

NSC shall limit classroom attendance to no more than 35 students for the DDC 4 and to no more than 25 students for the DDC Alive at 25 and DDC Attitudinal Dynamics of Driving courses. These limits are necessary to maximize the effectiveness of these programs.

2. Class Sessions

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

3. Convenient Locations in Cook County

NSC shall provide a minimum of four (4) locations geographically positioned, including locations in North, South, and West Cook County, and Downtown Chicago. NSC may pursue classroom options to secure NSC-leased space in suitable locations conveniently located in Cook County. Every effort shall be made to secure locations accessible by public transportation.

During the term of this contract, NSC shall continually evaluate and analyze its classroom locations and may adjust by adding or eliminating locations as needed to accommodate student volumes. NSC would submit any new locations to the Court for their approval prior to scheduling the first class at that location as well as notify the Court within two-weeks of learning or determining that a location will be discontinued.

4. Languages

All of the TSS courses available pursuant to this contract must be available in English, Spanish, and Polish languages. NSC will complete translation of its courses into the Polish language within 120 days from the date of contract award. The court will make an effort to accommodate the needs of persons with Limited English Proficiency.

5. Sign Language Interpreters

NSC must provide professional sign language interpreters as requested by deaf or hearing-impaired student referrals. To allow adequate time for the NSC to coordinate sign interpreters for the class, NSC shall receive a minimum of two-week's notice in order to schedule interpreters for deaf or hearing-impaired student.

NSC must provide closed-captioning of the all TSS courses. NSC shall contract with two (2) interpreters for each four (4) hours of class time limiting each interpreter to 20 to 30-minute periods of interpretation. Any deaf or hearing-impaired students will be advised of these options.

6. Number of Classes

NSC shall hold a sufficient number of classes to allow a traffic violator to schedule and complete the required course within four months (with exception to the transition period) as assigned by the Court or NSC.

E. Overview of Courses

NSC shall provide the following courses: 1) a 4-hour classroom course currently named Defensive Driving Course 4 (DDC 4); 2) a 4-hour classroom course for youth drivers currently named Defensive Driving Alive at 25 Course; 4-hour online course currently named 4-Hour Defensive Driving Course Online; and an 8-hour classroom alternative course currently named Defensive Driving Course Attitudinal Dynamics of Driving (DDC ADD). NSC may develop additional driver safety courses for the purposes of the contract.

The four-hour courses are designed to be 240 minutes in length, including discussion and breaks. The eight-hour courses are designed to be 480 minutes in length including discussions and breaks. The parties agree that the courses will be based on an instructor-led, classroom-based model and will provide participants with NSC's best practices combined with a new creative blended approach to training. The interactive design shall integrate classroom-based activities presented in reader-friendly and graphically-rich materials (Instructor Manual and participation Course Guide) with an on-screen "Guide", video, frontline perspectives and hazard-based scenarios presented in an innovative multimedia product that is displayable/fully functional on a DVD/TV with a remote control system OR computer with projection unit.

The course materials shall portray various driving scenarios to give participants knowledge they can use in real life situations, and the interactive "guide" will walk participants through hazards clips and videos, checks knowledge of materials, and reconfirms definitions, techniques, and skills. The instructor presentation and instructor-led group discussions will be used to further engage participants while the written materials and activities will further solidify key driver concepts. Group discussions will also be used to encourage participants to problem solve and share ideas while multiple testing strategies ensure participants reach a desired level of competency. The synopses provided include topics and estimates of time delineated for each topic. There is some flexibility built into each course to allow for robust meaningful discussion

and class participation.

1. Defensive Driving Classroom Course 4 (DDC 4)

NSC shall provide the most updated edition of its Defensive Driving Course 4 (DDC 4). The course was designed to be 240 minutes in length, including 30 minutes for breaks. The sixth edition also includes an additional 60 minutes of content designed in six 10-minute additional lessons. These additional lessons would not be used unless the Court requests and agrees to either substitute topics or eliminate one or more of the three 10-minute breaks.

A synopsis of topics and estimates of time delineated for each topic is included below.

Defensive Driving Classroom Course 4 (DDC 4) Course Synopsis		
Session 1 – Driving Defensive in Our Roadway Community		
Session Purpose	This session starts with overall course requirements, expectations, and objectives. Participants are introduced to defensive driving and our roadway community. They learn about collisions, ways to prevent a collision and how to apply the DDC Collision Prevent Formula. The session concludes with emphasis on the message that safety is everyone's responsibility and it includes the benefits of occupant	
Agenda Items	1-1. Course Introduction 1-2. Three Stages of a Collision 1-3. Defensive Driving 1-4. Safety is Everyone's Responsibility 1-5. Occupant Protection Systems BREAK (Optional) Session Total Time Additional: Vehicle Maintenance (+10 min) Additional: Vehicle Malfunction (+10 min)	10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 60 minutes
Session 2 – Driving Defensive in Our Roadway Community		
Session Purpose	This session covers some of the key distractions in our roadway community today. Participants learn that cell phones and texting do not mix with driving. We discuss the legal responsibilities of drivers and potential risks and impacts of driving impaired or fatigued. Participants discuss strategies for eliminating distractions and hazards.	

Agenda Items	2-1. Cell Phones and Driving 2-2. Texting and Other Distractions 2-3. Fatigued Driving 2-4. Responsibilities of Drivers 2-5. Consequences of Impaired Driving BREAK (Optional) Session Total Time Additional: Distracted/Impaired Driver Activity (+10 min)	10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 60 minutes
Session 3 – Conditions in our Roadway Community		
Session Purpose	This session covers various conditions in our roadway community including drivers, the road, work zones, light, weather, and aggressive drivers. We take a closer look at the other members of our roadway community and circle back to preventing a collision by reducing risks and hazards.	
Agenda Items	3-1. Physical Conditions 3-2. Light and Weather 3-3. Other Users in Our Roadway Community 3-4. Aggressive Driving 3-5. Prevent a Collision BREAK (Optional) Session Total Time Additional: Parking Lots (+10 min)	10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 60 minutes
Session 4 – Fatal Four Driving Behaviors		
Session Purpose	This session covers the “fatal four” driving behaviors: speeding, right of way, driving left of center and tailgating. These are the top four violations leading to collisions and incidents. We will discuss ways to prevent these four in our roadway community. At the end of the session, there is a final exam, covering Session 1 through 4, where participants demonstrate what they learned.	
Agenda Items	4-1. Speeding 4-2. Right of Way 4-3. Driving Left of Center 4-4. Tailgating/Following Too Closely 4-5. Occupant Protection Systems Exam Session Total Time Additional: More on Roadway Markings (+10 min)	10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 10 minutes 60 minutes

2. 4-hour Defensive Driving Alive at 25 Classroom Course (DDC Alive at 25)

The 4-hour Defensive Driving Alive at 25 Classroom Course (DDC Alive at 25) specifically targets drivers between the ages of 15 and 24. This highly interactive four-hour program focuses on the unique challenges faced by young drivers and shows them how to take greater responsibility for their behavior in driving situations and to adopt safer driving practices. DDC Alive at 25 focuses on behavior, judgment, decision making, and consequences, and provides tools for making positive choices. This course is designed to give the participants opportunities to learn from their past driving experiences and to incorporate defensive driving skills into their future driving experiences.

A synopsis of topics and estimates of time delineated for each topic is included below.

DDC Alive at 25 Course Synopsis		
Session 1 – Are You a Potential Statistic?		
Session Purpose	<p>The purpose of this session is to relax the participants and create an environment in which they will be comfortable sharing their point of view. The instructor facilitates some brief introductions during which participants are asked to share what they feel is the most difficult thing about being a good driver. Participants are then shown a video that shows how their age group represents a disproportionate number of traffic violations, collisions, and fatalities.</p> <p>After the video, the facilitator uses open and non-threatening discussion to encourage participants to examine both their attitudes and behaviors towards driving. They are asked to discuss why they take risks when they drive.</p> <p>Then the instructor leads participants to conclude that their age group is often vulnerable to peer pressure, inexperience, distractions, and a tendency to underestimate risk. Finally, the facilitator introduces the defensive driving collision prevention formula as a method for handling all types of hazards, including those not caused by the driver.</p>	
Agenda Items	<ol style="list-style-type: none">1. Registration and Administrative Tasks2. Introductions and Objectives3. Video: Driver Statistics4. Group Discussion: Why do people in Group 1 drive in an unsafe manner?5. Introduction to defensive driving BREAK (Optional) <p>Session Total Time</p>	<p>10 minutes</p> <p>10 minutes</p> <p>5 minutes</p> <p>25 minutes</p> <p>5 minutes</p> <p>10 minutes</p> <p>65 minutes</p>
Session 2 – Recognize the Hazard		

Session Purpose	In this session, the instructor introduces two types of hazards that drivers encounter: those that the driver creates with his or her own behavior and those that are in the environment. A short video introduces participants to the several deadliest hazards caused by the driver. After the video, the facilitator leads a discussion in which the class identifies hazards they do not cause. A short video shows a variety of situations in which participants are asked to identify the hazards.	
Agenda Items	Discussion: Two Types of Hazards 2. Video and Discussion: Driver Hazards 3. Activity: Driving Hazards 4. Video and Activity: Recognize the Hazards Discussion: Know Your State Laws BREAK (Optional)	5 minutes 25 minutes 10 minutes 10 minutes 5 minutes 10 minutes Session Total Time 65 minutes

Session 3 – Understand the Defense		
Session Purpose	<p>In this session, participants examine the issue of control, which is an important part of understanding the defense. The instructor begins by having participants define control, then having them name driving situations in which they feel they could lose control. Participants analyze a case study that shows them how they have choices when they drive. The instructor shows participants how they often perceive their driving mishaps as “not being their fault.” Through guided discussion, the instructor helps participants recognize that mishaps often happen to them because they have relinquished control and allowed the situation to control them.</p> <p>Participants are then given techniques for gaining and keeping control in driving situations and for managing peer pressure. In small groups, participants analyze a situation in which their control is threatened, and then determine what they should do and say to stay in control. The session ends with a video that shows the devastation of two families who have lost their loved ones in a crash. Prior to the video, participants are asked to think of two important people in their lives, then to imagine if</p>	
Agenda Items	1. Group discussion: Who is in Control? 2. Activity – Keeping Control 3. Video: Two Friends BREAK (Optional) Session Total Time	10 minutes 30 minutes 10 minutes 50 minutes
Session 4 – Act Correctly, in Time		

Session Purpose	<p>In this session, participants learn skills and techniques for making wise driving choices. The session begins with participants reflecting on the video from the previous session. They are asked to think about how it would be for their loved ones if they were killed in a crash.</p> <p>The facilitator then has participants identify their positive characteristics, and leads a discussion in which participants determine how they can use their positive characteristics to make safe driving decisions. The facilitator acknowledges that perhaps the hardest part of making good driving decisions is in knowing what to say to people who are trying to prevent them from making good choices. A video shows actors responding to unsafe driving situations. Participants are asked to analyze how effective the actors were in handling their situations. Then they role-play some responses of their own. A video at the end of the program shows young drivers making positive statements about safe driving. Participants are asked to write and share statements about what they will do to make positive driving choices in the future.</p>	
Agenda Items	<ol style="list-style-type: none"> 1. Discussion: Taking Positive Action 2. Video and Discussion: Improv Jam 3. Activity: Role Play 4. Video and Activity: Don't Drive Stupid 	<p>10 minutes</p> <p>10 minutes</p> <p>25 minutes</p> <p>5 minutes</p> <p>Session Total Time 50 minutes</p>

3. 4-hour Defensive Driving Course Online (DDC Online)

For the four-hour Traffic Safety Course–Online, NSC shall present its Defensive Driving Course Online (DDC Online) 9th edition or later. The DDC Online course presents real-life driving situations and hazards, reeducates numerous key fundamental driving skills, and motivates drivers to change their behind-the-wheel behaviors and attitudes. The course instructors will focus discussion on violations specific to the drivers in the class and if necessary issues specific to older people and people with disabilities. NSC shall ensure that the course remain ADA and §508 compliant. The course will also remain readable with a JAWS reader or mouth-stick.

The DDC Online course shall be sound narrated; utilizing animations, full motion video, and graphics; and shall require continuous user interactivity to maximize comprehension and retention. The DDC course will require participants to pass each of the six (6) session quizzes before proceeding to ensure ongoing comprehension of vital safe driving concepts. The DDC course participant must also pass a Post Test to successfully complete the program.

A synopsis of topics and estimates of time delineated for each topic is included below.

DDC Online Course Synopsis	
Course Introduction & Navigation	
Session Purpose	The purpose of this session is to introduce participants to the DDC Online course, provide information on course navigation and features, assist with connection speed (if necessary), explain the session review exercises, and provide an overview of the course.
Agenda Items	<ol style="list-style-type: none"> 1. Course Welcome 2. Course Navigation & Features 3. Course Overview <p style="text-align: right;">Session Total Time – 10 minutes</p>
Course Introduction & Navigation	
Session Purpose	The purpose of this session is to introduce participants to the DDC Online course, provide information on course navigation and features, assist with connection speed (if necessary), explain the session review exercises, and provide an overview of the course.
Agenda Items	<ol style="list-style-type: none"> 1. Course Welcome 2. Course Navigation & Features 3. Course Overview <p style="text-align: right;">Session Total Time – 10 minutes</p>
Session 3 – Don't Add Insult to Injury	
Session Purpose	The purpose of Session 3 is to educate participants about the dangers of driving while affected by alcohol, drugs, distractions, and stress.
Agenda Items	<ol style="list-style-type: none"> 1. Session Objectives 2. Let's Get Personal 3. Impaired Driving 4. Distracted Driving 5. Fatigued Driving 6. Aggressive Driving 7. Summary & Quiz Challenge <p style="text-align: right;">Session Total Time – 40 minutes</p>
Session 4 – Success on the Road	
Session Purpose	The purpose of Session 4 is to make participants aware of the six most unsafe driving behaviors and to identify and use safer alternatives to those behaviors.
Agenda Items	<ol style="list-style-type: none"> 1. Session Objectives 2. The Six Most Unsafe Driving Behaviors <ul style="list-style-type: none"> • Improper speed • Violating right of way • Driving left of center • Turning improperly • Passing improperly • Following too closely 3. Summary & Quiz Challenge <p style="text-align: right;">Session Total Time – 40 minutes</p>

Session Purpose	The purpose of Session 5 is to get participants to recognize and respond to hazards using the DDC Collision Prevention Formula. Participants will also review the “What If?” strategy and apply it to everyday driving scenarios.
Agenda Items	<ol style="list-style-type: none"> 1. Session Objectives 2. DDC Collision Prevention Formula 3. “What If?” Strategy 4. Video Activity: Recognize the Hazard 5. Road Sign Colors and Shapes 8. Preventable Collisions 9. Summary & Quiz Challenge <p style="text-align: right;">Session Total Time – 15</p>
Session 6 – Driving For Life	
Session Purpose	The purpose of Session 6 is to review the course and recap the habits that participants need to form to be defensive drivers.
Session 6 – Driving For Life	
Session Purpose	The purpose of Session 6 is to review the course and recap the habits that participants need to form to be defensive drivers.

4. **8-hour Classroom Defensive Driving Course Attitudinal Dynamics of Driving (DDC ADD)**

NSC shall offer a Defensive Driving Course Attitudinal Dynamics of Driving (DDC ADD) 4th edition or later. DDC ADD will provide an instructional intervention course for repeat traffic offenders and both non-driving while intoxicated or driving under the influence (DWI/DUI) offenders. During the DDC ADD course, participants will be actively involved in evaluating their driving habits and making decisions and choices about their driving behaviors. Because participant involvement is necessary to ensure the success of this course, instructors will use multiple tactics to help participants commit and become involved in the course.

The course will The course addresses the behavioral change described in the course goal by giving participants the opportunity to:

- Identify behaviors that resulted in their traffic violation or collision
- Identify problems caused by their driving habits and behaviors
- Discover the “whys” of their behaviors
- Understand that behaviors are a matter of choice
- Identify behaviors that can be controlled

- Identify and choose responsible, effective behaviors
- Create an effective system for changing problem driving behaviors
- Plan to change their problem driving behaviors
- Identify the personal positive consequences of choosing effective behaviors
- Identify the personal negative consequences of choosing ineffective behaviors

A synopsis of topics and estimates of time delineated for each topic is included below.

8-hour Classroom Defensive Driving Course Attitudinal Dynamics of Driving (DDC ADD)		
Session 1 – In the Driver’s Seat		
Session Purpose	<p>The purpose of Session 1 is to allow participants to reflect on their most recently traffic violation or collision, explain why they chose the specific behavior that resulted in their traffic violation or collision, and identify problems that are caused by their driving habits. In addition, they learn how a license suspension differs from a revocation and examine the costs associated with their current actions behind the wheel.</p> <p>The purpose of the “What do you know?” section is to remove the “I-didn’t-know-I-was-breaking-a-law” excuse from participants’ reasons for being in the course. Participants take part in an activity to create self-awareness about traffic legality and to discuss the reasons why drivers do or do not choose to obey traffic laws. An important principle in the application of Reality Therapy and Choice Theory is not to accept excuses, but rather to focus on behaviors. The instructor facilitates and directs the discussion toward the behaviors that have resulted in a traffic violation or collision.</p>	
Agenda Items	1. Course Introduction and Objectives	5 minutes
	2. My Current Driving Behaviors	20 minutes
	3. What Do You Know About Your State Laws?	25 minutes
	BREAK	5 minutes
	4. Suspended vs. Revoked	10 minutes
	5. Driving History and Cost Consequences	20 minutes
	BREAK	5 minutes
	Session Total Time	90 minutes
Session 2 – Your Needs Drive You		
Session Purpose	<p>The purpose of this session is to present the five basic human needs and help participants recognize the connection between these needs and their current driving behavior. Participants will have the opportunity to complete a driving self-assessment profile that will help them better understand their behind-the-wheel driving behaviors and attitudes.</p>	

Agenda Items	1. Session Introduction and Objectives 2. What Drives You? 3. Activity: What Do I Need? 4. What Drives My Behavior Behind the Wheel 5. The Self-Assessment Profile Session Total Time	5 minutes 20 minutes 15 minutes 15 minutes 60 minutes 115 minutes
Session 3 – Change Your Behavior		
Session Purpose	The purpose of this session is to help participants recognize that they have the ability to choose what they do. The session begins with a discussion of the results of the Self-Assessment Profile and a look at the four components of human behavior. After viewing driving situations in a video, participants will evaluate the driving behaviors that they saw. Finally, they will be asked to examine their commitment to changing their current behavior behind the wheel.	
Agenda Items	1. Session Introduction and Objectives 2. What the Self-Assessment Profile Tells Me About My Driving Behavior BREAK 3. The Four Components of Behavior 4. Choosing Our Behavior 5. Video: Taking Responsibility 6. My Commitment to Change 7. SAMRIC Plans BREAK Session Total Time	5 minutes 25 minutes 5 minutes 5 minutes 10 minutes 20 minutes 20 minutes 10 minutes 15 minutes 5 minutes 120 minutes
Session 4 – My Action Plan		
Session Purpose	The purpose of this session is to guide participants through the process of turning their commitment to change into an action plan. Each participant creates a SAMRIC action plan for changing his or her current driving behaviors. Each participant then presents this action plan to the class for evaluation and feedback.	
Agenda Items	1. Session Introduction and Objectives 2. Developing a Practice Plan 3. My Own SAMRIC Plan BREAK 4. Evaluating Your Plan: Is It SAMRIC? 5. Video: Daily Decisions... Lifelong Consequences! Drugs & Alcohol 6. Personal Evaluation 7. Course Conclusion Session Total Time	5 minutes 15 minutes 15 minutes 5 minutes 25 minutes 40 minutes 10 minutes 5 minutes 120 minutes

5. Other Courses

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

i. Motorcycle Drivers:

2-hour Defensive Driving Course Online Motorcycle Safety Course (DDC-MC) Coupled with a 2-hour Defensive Driving Course Online

The 2-hour course is based on the Motorcycle Safety Foundation's curriculum and covers vital safe-riding information for educating the novice and experienced rider. This course includes segments on understanding riding risks, preparing to ride, street riding strategies, and a skills review. The DDC-MC shall also feature interactive exercise, full motion video, and complete audio narration. Motorcyclists must also complete a 2-hour online course.

ii. Professional Truck Drivers:

- **4-hour Defensive Driving Classroom Course Professional Truck Driver (DDC PTD)**

The DDC PTD course shall focus on collision prevention through hazard recognition and application of collision avoidance techniques for commercial vehicles. This course focuses on the needs of the professional drivers and the requirements for driving commercial vehicles.

- **4-hour Defensive Driving Online Course Professional Truck Driver (DDC PTD Online)**

DDC PTD Online course is based on the same content and learning objectives as the four-hour DDC PTD instructor-led course. This course focuses on the needs of the professional drivers and the requirements for driving commercial vehicles.

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

- **Defensive Driving Classroom Course 8 (DDC8)**

The Defensive Driving Classroom Course 8 focuses on teaching referrals how to recognize both potential and immediate hazards, how to avoid collisions in a variety of driving conditions, and how to choose safe and legal driving behaviors. The 8-hour course also addresses common driving violations that result in collisions and how to change driving habits to eliminate moving violations. The course also focuses on identifying and choosing safe and legal behind-the-wheel

behaviors and actions.

A synopsis of topics and estimates of time delineated for each topic is included below.

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

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

6. Certificate of Completion

Immediately following completion of the classroom course, instructors will provide students with a certificate of completion. The DDC Online program shall allow the student to immediately print a plain paper Certificate of Completion for the course upon successful completion of the course. The completion certificate form shall include the traffic citation number and the citation issue date.

NSC shall provide a reprint of the Certificate of Completion at the student's request, either in a plain paper form or in an official, watermarked, and serialized format.

F. Key Personnel

1. Staffing

NSC shall provide qualifications and resumes of all "Key Personnel" to the Court. NSC must provide necessary staff resources necessary for this project. NSC shall provide qualified personnel to ensure the contract transition deadlines are met and program standards maintained.

NSC must provide a Senior Director to administer the TSP. The Senior Director shall serve as an executive liaison ensuring that executive management and Court management is kept informed of NSC's progress and ensuring that adequate resources are dedicated to this program. This person shall ensure that all goals and objectives of the TSP are being met. The Court approved members of the NSC key personnel are listed in Attachment 2. All changes in Key Personnel must first be approved in writing by the Court.

The NSC team shall consist of five teams that will be under the NSC Senior Director of the TSP as follows:

a. Program Team Leaders

NSC must provide a primary contact person for the transition project and program. NSC shall assign a dedicated Transition Team Leader that will serve as the point of contact for Cook County during the contract, implementation, parallel processing, and in the early stages of NSC providing the full services for the Traffic Safety Program. The Transition Team Leader will be a key part of all court meetings and courthouse observations that have been incorporated into the transition plan. This person will be accountable for the overall delivery of this contract to Cook County and the Court.

NSC shall assign a person as the Supervisor of State DDC Programs. This role shall assist the Transition Team Leader in leading the transition plan team during the contract, implementation, parallel processing, and ongoing support of the full services to the Traffic Safety Program.

b. Information Technology Team (IT)

NSC shall assign a team lead responsible for the overall delivery of the IT segment of this project including development of the front and backend systems that will be used to manage the course, class, and student records for this project. NSC shall assign additional IT staff to the IT team as follows to provide transition and the overall delivery of this contract to Cook County and the Court.

NSC shall assign a Manager of IT Infrastructure and Operations on the transition team, who will be accountable for the system interoperability with other sub-systems as needed, as well as any .NET development assistance that may be needed.

NSC shall assign a Systems Manager for the NSC online training portion of the transition team, who will be responsible for the overall delivery of the web-based project management, including web-based course development and the learning management system design.

NSC shall assign a System Programming Manager for the transition team and who be responsible for Learning Management System development, database management, business applications, scheduling systems and e-commerce websites.

NSC shall assign a Web Design Manager for the transition team with responsibility for designing and developing the web pages for user and administrator interface supporting the new application.

NSC shall assign a Manager of Business Applications for the NSC IT Group, accountable for the management of the project task list, ensuring the timeline and costs are met.

NSC shall assign a Manager of NSC Business Systems responsible for the content of NSC landing pages and testing of all systems developed under this team. In addition, this person will support the implementation of the team's digital telephone support system.

c. Data Management and Customer Service Center Team

NSC shall assign a Data Management Center Director to be the lead for the majority of the day-to-day operations of this project. The person in this role will be accountable for the development and documentation of all processes and procedure related to the actual delivery of this project. This person will be a key part of the courthouse observations that are planned.

NSC shall assign a Manager of the NSC Customer Contact Center, who will support the development and documentation of the processes and procedures and will assist in training the customer service staff that will support this program. This person's role will include working with the staff at the courthouses to document procedures and processes and in the testing, implementation, and training of NSC developed procedures and processes. This person shall assign additional staff persons from their customer contact center to this project as needed to complete the transition project and objectives of the program on an ongoing basis.

d. Training Team

NSC shall assign a State Program Supervisor responsible for the overall coordination of all instructor hiring, classroom location contracts, instructor development schedules, classroom scheduling, instructor assignments, and coordination of instructor development courses. This person will support the development of the program processes and procedures related to the actual delivery of this program.

NSC shall assign a Program Coordinator responsible for managing all instructor employment paperwork, post-training instructor certifications, instructor timecards, reporting of completions, instructor assignments, and training material product orders.

e. Curriculum Development Team

NSC shall assign a Senior Director Training & Development to serve as the Lead Curriculum Manager for this transition team. This person will be responsible for the delivery of all classroom course content.

NSC shall assign an Online Curriculum Manager responsible for the integration and delivery of the web-based course content.

NSC shall assign a Director of Driver Safety Program Development to serve as the Subject Matter Expert for this transition team. This person will be responsible for the content of all classroom and web-based courses.

NSC shall assign a Manager, Product Development, to manage the oversight, design, development, and evaluation of the classroom course materials.

NSC shall assign a Project Manager responsible for development of the classroom course materials.

2. Instructor Recruitment

NSC shall maintain a program faculty of high quality, both in terms of knowledge and experience in accordance with the NSC instructor training standards. Any changes in these standards must first be approved in writing by the Court. NSC shall recruit an adequate number of certified instructors who are qualified, dedicated, and enthusiastic to meet the objectives of the program.

All resumes of prospective instructors will be reviewed by NSC Human Resource specialists to ensure they comply with NSC minimum standards for its instructors. All resumes that pass the initial selection process will be forwarded to program staff to review and to make the initial contact regarding mandatory training requirements and discuss the candidate's qualifications in more detail. The candidate's references will be checked and the candidate will be scheduled for the appropriate instructor-training program.

NSC supervisory staff shall attend the instructor-training program and assist the candidates with completion of all employment paperwork including authorization to conduct a driver's license check. NSC shall perform background checks to include criminal and sexual offender record information.

NSC shall require that all candidate instructors complete a certified Instructor Development Course (IDC) with an NSC-certified Instructor-Trainer for each program they will teach. Following completion of the IDC, each new-instructor is monitored by NSC for their first two actual classes. NSC shall provide additional monitoring or mentoring if necessary to ensure the candidate-instructor understands the concepts of the course they are teaching and that they conduct the course in accordance with NSC requirements. In some cases, additional monitoring or mentoring may be necessary to ensure the candidate-instructor understands the concepts of the course they are teaching and that they conduct the course in accordance with NSC requirements.

3. Minimum Requirement for Instructors

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

- a. Associate Degree required; Bachelor Degree or higher preferred
- b. Background in Sociology/Psychology/Education/Law Enforcement (dependent on individual State Program and curriculum affiliated with state program)

c. Minimum of 2-5 years previous work experience including:

- Strong background in classroom instruction or DDC facilitation
- Two to five years previous work experience in a teaching environment preferred
- Excellent written and verbal communications skills required
- Must be a self-starter with the ability to work independently
- Ability to ensure data integrity and an ability to teach the course as it is written is necessary
- Must be highly detail-oriented and possess good time management and organizational skills
- Ability to communicate with and rely on information provided by remote staff to make quick and effective classroom decisions

4. Quality of Instructors

NSC shall ensure that instructors are well organized, enthusiastic, and dedicated to giving quality presentations as well as following the Instructor Manual provided to the instructor at their Instructor Development Course.

NSC shall ensure quality presentations by keeping their instructors up-to-date on traffic safety issues. This is accomplished through a variety of means including the annual subscriptions each instructor is issued upon renewal of their credentials.

NSC shall conduct periodic monitoring of its instructors through a variety of methods to ensure its instructors continue to be well organized, enthusiastic and dedicated to giving quality presentations.

5. Quality of Instruction

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

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

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

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

NSC shall conduct periodic monitoring of its instructors through a variety of methods to ensure the instructor is teaching the course to the standards expected by NSC. Instructors are encouraged to attend and participate in continuing education and update seminars to stay in-tune with driving trends. NSC shall provide every participant with an evaluation form to complete. These are mailed directly to NSC to allow the student to freely express their opinions.

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

NSC shall verify the instructor conducts the course in its entirety by conducting periodic monitoring of its instructors to include in-class monitoring, course evaluations, and random student surveys. NSC shall follow-up on any evaluation that raises a concern.

Instructors teaching at NSC-owned facilities shall be required to swipe a badge in the facility access system, which documents arrival and departure times. As this also links to the door locks for the facilities, they cannot enter or depart without swiping their badge. These systems are tied into the security system maintained at NSC corporate headquarters that is monitored by facilities management staff. NSC can also confirm our employee instructor's arrival at leased facilities through communication with our contacts at that facility.

6. Instructor Training

a. New Instructors

NSC shall require its candidate instructors' complete the NSC certified DDC Instructor Development Course (IDC) is to provide the candidate with both the technical information they will need to teach the specific DDC curriculum as well as effective facilitation methods and presentation techniques.

Upon completion of the After the Instructor Development Course, candidate instructors shall be scheduled for two probationary classes at which they will be monitored by a trained instructor. Once the candidate completes the two probationary classes, their credentials are finalized and they can be scheduled to teach.

An additional component is required for candidate instructors of the DDC-ADD course. They are required to pass a pre-certification test prior to taking the Instructor Development Course. NSC shall also provide its instructors with periodic continuing education, update seminars, and/or webcasts with its instructors. These sessions typically include an update on vehicle and traffic laws, administrative updates, and provide information on new teaching methods or pertinent or "hot" topics such as distracted driving.

b. Previous Instructors

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

- i. Attend a DDC course with a current certified instructor as a refresher,
- ii. Participate in an update seminar, or
- iii. Complete a new Instructor Development Course

c. Instructor Upgrades

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

Instructors who wish to be upgraded must hold current valid credentials and be competent in their base DDC program before being considered for upgrading. The upgrade candidate must successfully participate in and complete a class for the additional course taught by a certified Instructor so they can see how the course is to be taught. NSC shall monitor the instructor's first solo class in the upgraded course.

7. Monitoring of Classes and Instructors

a. Classroom Monitoring

NSC shall provide one full-time dedicated certified senior instructor to conduct the monitoring of its instructors. All classes taught by NSC instructors are subject to monitoring. NSC shall conduct monitoring of its instructors through a variety of methods to include in-class monitoring, course evaluations, and student surveys. In-class

monitoring may be initiated on a random basis, on a periodic basis, and on a for-cause basis. In any instance where the monitoring indicates a concern may exist, NSC will investigate the situation in detail and based on those findings may determine if additional action is warranted. Such actions may include providing the instructor with the tools and/or training necessary to correct area(s) of concern or to resolve any deficiencies. In certain cases, disciplinary action may be warranted, up to and including termination.

b. Course Evaluations

NSC shall provide course evaluations to be completed by the student and (e)mailed directly to NSC.

c. Random Surveys

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

d. Online Monitoring

NSC shall monitor online courses to ensure they are modified from time-to-time to reflect current statutes and to reflect best practices in educational methods. NSC has processes in place for such ongoing monitoring.

In order to monitor the online training programs for security and validation measures, NSC shall use the following measures:

- i. **Registration Validation**: During registration on the DDC Online Course website, the motorist will fill out several fields of personal information including certain identifying information that must match the underlying citation and enrollment forms as provided to NSC by the Circuit Court in the daily electronic record for program enrollment. NSC shall institute methods to validate a student's identity for online training programs.
- ii. **Email Enrollment Confirmation**: As a part of the registration process, the motorist will provide NSC with their email address. As a secondary level of security, after the registration is completed, the motorist will be sent a confirmation email. The email will include a hyperlink directly to the courseware. At the initial visit to the site, the motorist will be required to enter their login and password.

If the motorist does not have an email address, they will be notified by phone as an alternative identity validation method. The live phone operator will verify the

student's identity by asking questions regarding the student's personal information collected during the registration process.

- iii. **Attentiveness to Course Materials:** The DDC Online program shall be designed with multiple levels of user interactions to ensure that the user must pay attention to the course material and cannot progress in the course until they have heard all the narration on each page or completed all activities, exercises, or watched all videos. Those interactions include:

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

- iv. **Post-Test:** Post-Test: After the student has completed all of the interactivities and viewed the entire course content, they will proceed to a Post-Test. Access to the Post-Test shall be denied until all sessions have been completed. The Post-Test shall be taken in one sitting because the course shall not bookmark students in the middle of the test. If the student fails to achieve a score of 75% in their initial attempt, the student may elect to retake the test two additional times in an effort to achieve a score of 75%. In each of the two subsequent re-tests, the student will be given a test with 25 questions randomly taken from the bank of remaining questions that were not used in the preceding attempts. If the student fails all three attempts, they will have failed the course, will no longer have access to the course, and will not be listed as successfully completing the course. The NSC's post-test process may be modified to keep up to date with industry standards.

e. **Program Administration and Office**

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

i. **Student Record Inquiries**

NSC shall offer motorists multiple ways to contact its staff or to register for the class by telephone, by e-mail, by mail, or at a customized on-line registration site.

NSC shall provide a team of customer service representatives (CSR) that shall be available weekdays from 8:30 a.m. to 4:45 p.m. and from 8:00 a.m. to 12:00 p.m. on Saturdays, Central Standard Time zone. In addition, a dedicated email account will be available for student record inquiries. The CSRs shall handle the following

administrative and operational functions relating to student record inquiries:

- Updating of information in the DDC program registration websites, including class dates, times and locations
- Receiving and responding to telephone, mail, e-mail, or internet inquiries
- Assisting individuals in locating/selecting a class; assisting with reschedules, re-registrations, and upgrades to alternative programs
- Addressing a motorist's medical, physical, or learning disabilities, on an individual basis
- Registering individuals for their class, including collection of appropriate course fees
- Processing mail-in registration forms received daily from the Court in the six court locations
- Providing reprints of certificates upon request
- Resolving difficult or complex questions, problems, or concerns about the student's registration or course completion.

f. Technical Support of the DDC Online Program

NSC shall provide technical support for the DDC Online program to be available week days from 8:30 a.m. to 4:45 p.m. and from 8:00 a.m. to 12:00 p.m. on Saturdays, central time zone.

NSC shall provide a dedicated email account shall also be available for technical support. All email inquiries shall be responded to in less than 24 hours with the average response time being less than four hours. NSC shall provide a list of Frequently Asked Questions within 30 days of the contract award date.

i. Resolution of Procedural and Program Errors

NSC shall resolve all procedural and program errors within two (2) business days. Should the resolution require an additional length of time, NSC shall notify the Court with in two (2) business days and shall provide the Court with an estimated time for resolution. NSC shall notify the Court in writing when the issue has been resolved and describe the resolution.

ii. Complaint Processing Resolutions

NSC will provide a toll-free telephone number that is used exclusively for the Cook County Program. This number can be used by students to contact NSC with questions regarding eligibility, registration, or payment of course fees. Should the resolution require an additional length of time, NSC will advise the student and notify the Court with in two (2) business days and will provide the student and the Court with an estimated time for resolution.

g. Personnel at Courthouses

While permanent staffing to be stationed at the courthouses is not required, NSC shall provide periodic site visits by program staff.

8. Records and Reporting

a. Dedicated Relational Database

NSC shall use a relational database to maintain course requirement and completion data. As an additional feature, the database shall have the functionality to record and manage the certifications of students and instructors for multiple courses, in multiple jurisdictions, in multiple languages.

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

The computer programs shall be designed in such a manner as to provide an á la carte selection of functions and reports as to allow customization to meet the specific requirements of a given program. Additionally, the system shall be designed in a manner conducive to the addition of new capabilities and the expansion and modification of existing features.

Program record processing and reporting shall include:

- Utilize a unique identifier for each student to connect all training history;
- Track student profile information including but not limited to name, address, date of birth, driver's license number, contact information, etc.;
- Maintain referral entity information by student such as county/district, ticket, court, state, etc.;
- Attach required courses by eligibility, type and need-by dates;

- Track classes the students registered for and/or attended, grades for those classes including pass/fail;
- Manage financial payment information by class for each student or financial detail by a batch of students from an agency;
- Override fees by student as necessary for indigent participants that need a course at a lower fee or no fee;
- Manage payments to outside entities, including requiring entity, on behalf of that student/class;
- Issue mailings to students such as confirmations, certificates, requirement notices, ineligibility notices, etc., including attaching student payment, where applicable, for reprints requests;
- Retain record of all mailings distributed to a student and when including specific certificate numbers required by governing agency;
- Prepare all files in required export format for electronic communications to the state, court, county and student;
- Depict all actions processed for a particular student including automatic and manual text notes for all communication contacts;
- Track all class information for registration to include location, room, instructor, specific location directional notes;
- Maintain all instructor profile information and courses certified to teach and appropriate certification expiration dates;
- Process and track student evaluations;
- Allow for a myriad of reports that are vital to the day-to-day compliance activities & system users including but not limited to completion transmits, non-compliance and ineligibility reports, registration information, financials, program statistics, and monitoring reports around evaluations;
- Customize reporting developed for the system menu or ad-hoc reporting on demand. These could include state agency reports around reconciliation, financials, audits, etc.

Additionally, the system shall be designed to incorporate:

- Auditability – The system incorporates “tracking methods” with built-in edit checks to insure that all entries are complete and accurate. The system also stores

information pertaining to when a record was updated and who performed the update.

- Access Security – No one can access the system without approved, secured authorization. Further, the system operates under three levels of internal access control: overall system access, application level (program level), and functional level (menu line). Each database is controlled entirely by the state program administrators at the Data Management Center. Data cannot be released without the express approval of the respective state agency.
- Maintenance – At the program administrator level, we have the ability to adjust programs without intervention of outside programmers.
- Communication – The system has the ability to easily & securely share completion records with the appropriate state agency or customer, as defined in each program contract.

NSC shall work with the Court to determine the communication options that proves most beneficial to the Court. NSC shall schedule communication to occur at any interval desired by the Court.

NSC's shall follow the following reporting guidelines:

a. Record Ownership and Retention

- i. The Court shall be the sole owner of any and all information, pertaining to the registration, eligibility, ineligibility, enrollment, reenrollment, TSS fees, and course completion of all referrals. NSC shall maintain the records. NSC shall provide the Court with a complete copy of all records within five (5) business days of a written request for all program records.
- ii. NSC shall ensure that all traffic safety course records, including completion records, course registrations, and personal and financial data, are backed up in an encrypted format and are stored offsite through a secured data storage vendor. All records shall be maintained for a minimum of four (4) years.

b. Management Reports

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

- iii. NSC shall use the DDC system for student eligibility, registration, and completion reporting and reports that are vital to the day-to-day activities of the system user. NSC shall prepare reports to provide details requested by the Court, including the number of referrals for each month by district and class statistics including the breakdown of foreign language classes.
- iv. NSC shall develop the unique reports necessary to provide the detail requested by the Court related to the match and mismatch items. NSC will use the record of TSP fees to be provided by the 60th day following the end of each calendar month from the Clerk of the Court to while conduction a financial reconciliation.
- v. NSC shall be prepared to report monthly on any element of data that would be beneficial to the Court including but not limited to the names of referrals, driver's license numbers, number of referrals, the date of the ticket, referrals per district, the number of court referrals, number of foreign language classes, results of student evaluations, numbers of re-enrollments, number of rescheduled students, number of classroom sessions, number of students, number of online classes and of that number, the success/fail rate. Reports shall be exported in either a Word or Excel format as requested by the Court.
- vi. NSC shall provide narrative reports on the status of any research in progress at the time of the management report.

c. Quarterly Written Reports

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

d. Research Reports as to Effect of the Program

NSC shall provide the Court with the periodic written research reports as to the benefits of the Traffic Safety Program to the participants, specifically as it relates to the reduction in traffic offenses and accident recidivism. The Court may also request NSC to conduct other research studies which studies shall be mutually agreed upon by NSC and the Court. All such research studies shall be provided to the Court but shall remain the property of NSC.

e. Other Reports

NSC shall work with the Court to determine reporting needs and shall develop the report necessary to fulfill that need. Reports shall be exported in either a Word or Excel format.

f. Other Requirements

i. Indigent Referrals

From time-to-time, defendants are ordered by the Court to attend TSP at no cost or at a cost that is less than the established Course Fees set forth herein. NSC shall provide services to no more than 1,000 indigent Referrals per year at no cost or at the lower cost as ordered by the court.

ii. Training

NSC will provide training to judges on the court diversion program and on the administrative and educational aspects of TSP. NSC shall advise the Court at least 30 days in advance of any training offer available to judges. NSC will provide no less than one session per year at each of the six districts. NSC shall provide such training services with no additional compensation for such services. NSC shall also prepare and provide a PDF document that provides a brief description of the courses as a reference of how they can be used by the courts for their defendants.

EXHIBIT 2

Schedule of Compensation

EXHIBIT 2

SCHEDULE OF COMPENSATION AND REIMBURSEMENT

The Traffic Safety Program (TSP) course fees and other fees collected from program students listed below for services rendered under the Contract shall become effective upon execution of the Contract and shall be in force and effect during the entire five year term of the contract, and, subject to renegotiation at certain defined points in time and if certain conditions are met as described below. All course and other fees are subject to reduction at the discretion of the trial judges for indigent referrals as described below.

All fees shall apply regardless of whether the student is referred to a TSP course by court order or if the student registers by way of self-election. No students shall be enrolled in any TSP course until program fees have been collected by the Clerk of the Circuit Court of Cook County, or by NSC, as applicable. In the event an enrolled student does not attend or complete a course, NSC shall retain all attendant fees.

I. Transition Period: The period between execution of the contract and the distribution of updated TSP ticket and court diversion materials to the various law enforcement agencies in Cook County will be known as the Transition Period. The Clerk of the Circuit Court of Cook County shall revise and distribute the new materials to reflect updated contract pricing and course locations without delay. The updating and distribution of the materials is expected to take 90 days from the Effective Date of the contract. If the county is unable to implement the updated materials by September 15, 2016, for each Referral processed, NSC can reduce their reimbursement to the Court by the difference between the "During" and "After" Transition Period Pricing detailed below. The reductions may not exceed 100% of the Program Cost Reimbursements set forth in Section VI.

During the period between execution of the contract and the completion and distribution of the updated course materials to the various law enforcement agencies in Cook County, the current materials shall be used, with pricing as noted below. Pricing for TSP courses shall at all times shall be consistent with the court diversion envelope materials (except when ordered by a Judge).

Course Fees During Transition Period:

4-Hour Defensive Driving Classroom Course (DDC 4)	\$27.00
4-Hour Defensive Driving Online Course (DDC Online)	\$27.00
4-Hour Defensive Driving Alive at 25 Classroom Course (DDC Alive at 25)	\$27.00
4-Hour Motorcycle Safety Course (DDC-MC)	\$27.00
4-Hour Defensive Driving Classroom Course Professional Truck Driver (DDC-PTD)	\$27.00
8-Hour Defensive Driving Course Attitudinal Dynamics of Driving (DDC-ADD)	\$46.00

II. Course Fees After Transition Period:

4-Hour Defensive Driving Classroom Course (DDC 4)	\$46.00
4-Hour Defensive Driving Online Course (DDC Online)	\$46.00
4-Hour Defensive Driving Alive at 25 Classroom Course (DDC Alive at 25)	\$46.00
8-Hour Defensive Driving Course Attitudinal Dynamics of Driving (DDC-ADD)	\$46.00
4-Hour Motorcycle Safety Course (DDC-MC)	\$46.00

EXHIBIT 2

SCHEDULE OF COMPENSATION AND REIMBURSEMENT

4-Hour Defensive Driving Classroom Course Professional Truck Driver (DDC-PTD) \$46.00

III. Other Fees

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

The following other fees shall be collected from students, both during and after the transition period:

Course Rescheduling Fee:	\$29.00
Course Reenrollment Fee:	\$46.00
Certificate Reprint Fee:	\$10.00
Credit Card Chargeback Fee:	\$20.00
Ineligibility Fee:	\$29.00

In the event a motorist is determined to be ineligible for TSP, NSC shall retain the ineligibility course fee. In the event the clerk collects any Other Fees, the clerk shall provide NSC with a report detailing all fees collected and forward the Other Fees collected to NSC.

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

NSC shall receive payment on a monthly basis from the Clerk of the Circuit Court of Cook County, which acts as a depository on behalf of the Court for basic TSP course fees collected from students, either from the court diversion envelope process or in-person registration. The Clerk's Office shall disburse funds to NSC for all TSP course fees collected from the students during a calendar month by the 20th working day of the following month. If the Clerk's Office overpays NSC, NSC will immediately reimburse the excess to the Clerk's Office or the Clerk's Office will deduct the excess payments from amounts due in a later month, as the Court shall determine.

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

In the event that a judge orders a motorist to attend TSP courses, such prospective students will not be enrolled until the fines, fees and costs ordered by the court are paid in full. The TSP

EXHIBIT 2

SCHEDULE OF COMPENSATION AND REIMBURSEMENT

course fee will be incorporated with the fine and court costs into a single payment made by the motorist directly to the Clerk's Office.

NSC shall collect and retain the 8-hour Defensive Driving Course Attitudinal Dynamics of Driving (DDC-ADD) alternative course fee directly from the students. Should the Clerk's Office collect such course fees, they shall be paid to NSC during the monthly reconciliation process.

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

V. Indigent Referrals

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

VI. Program Cost Reimbursements

Pursuant to Illinois Supreme Court Rule 529(c) and in compliance with the standards adopted by the Conference of Chief Circuit Judges, NSC shall reimburse the court quarterly for program costs incurred by the Circuit Court of Cook County and Cook County. Such reimbursements shall be made payable to Cook County and shall be addressed to "Chief Financial Officer, Office of the Chief Judge, the Circuit Court of Cook County, Richard J. Daley Center, 50 W. Washington Street, Suite 2604, Chicago, IL 60602". These costs include, but are not limited to the following: staff salaries, payroll fringe benefits, supplies, information technology, other equipment, utilities, office space, and indirect overhead costs incurred by to operate the TSS. The reimbursement rate shall be \$125,000 per quarter unless either party invokes the Adjustments to Program Fees and Program Cost Reimbursements clause noted below in section VII.

VII. Adjustments to Program Fees and Program Cost Reimbursements

NSC and the Court may adjust all fees and cost reimbursements twice within the contract term. Adjustments may take place within 30 days of the end of the 18th and 36th month of the contract term when based on the volume of enrollments and reenrollments completed in the preceding 12-month period. If the annual volume of course enrollments for the 12 month period immediately following the end of the 18th and 36th months of the contract term fall below 40,000 or exceed 50,000, contract pricing may be renegotiated by NSC and the Court. Any such renegotiated fees shall reasonably relate to the costs to operate Traffic Safety School and maintain the courses. Furthermore, at the end of the 18th and 36th months of the contract term program cost reimbursements may be adjusted to reflect changes in actual court costs to operate the program irrespective of course volumes. Adjustments to fees and program costs reimbursements shall be effective no more than 120 days from the date Cook County provides a written notification to

EXHIBIT 2

SCHEDULE OF COMPENSATION AND REIMBURSEMENT

NSC of a fee and/or a reimbursement adjustment. Both parties agree to negotiate in good faith and to expeditiously reach agreement on adjusted pricing.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I.

POLICY AND GOALS

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 0% MBE/WBE overall.** 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.cookcountyl.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.cookcountyl.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

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



JACQUELINE GOMEZ

DIRECTOR

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

June 2, 2016

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

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3rd District

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8th District

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9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

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

Re: National Safety Council
Contract No. 1490-13846
Traffic Safety School
Office of the Chief Judge

Dear Ms. Andrews:

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,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Tangela Malloy, OCPO
David Smid, OCJ

EXHIBIT 4

Identification of Sub-Contractor/Supplier/Sub-Consultant Form

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

OCPO ONLY:

☐ Disqualification
☐ 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.: 1490-13846	Date: 3/24/16
Total Bid or Proposal Amount: \$2.5 million/annually	Contract Title: Traffic Safety Program
Contractor: National Safety Council	Subcontractor/Supplier/ Subconsultant to be added or substitute: SafetyServe
Authorized Contact for Contractor: Jeffrey Hofstetter	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Wade Mezey
Email Address (Contractor): jeffrey.hofstetter@nsc.org	Email Address (Subcontractor): wmezey@pdanet.com
Company Address (Contractor): 1121 Spring Lake Drive	Company Address (Subcontractor): 3707 W. Maple Road
City, State and Itasca, IL Zip (Contractor): 60143	City, State and Zip (Subcontractor): Bloomfield Hills, MI 48301
Telephone and Fax (Contractor) 630.775.2008	Telephone and Fax (Subcontractor) 248.644.5800
Estimated Start and Completion Dates (Contractor) 9/1/2016 – 8/31/2020	Estimated Start and Completion Dates (Subcontractor) 9/1/2016 – 8/31/2020

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>
To host the online Traffic Safety School and provide student support	\$400,000/year

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

Contractor SafetyServe
 Wade Mezey

Name

President

Title

Prime Contractor Signature

3/29/2016

Date

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SC

DATE (MM/DD/YYYY)

05/27/2016

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

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

PRODUCER John Buttine, Inc. 33 E. 33rd St., Ste 506 New York, NY 10016 John M. Buttine	CONTACT NAME: Sandra Carey	
	PHONE (A/C, No, Ext): 212-697-1010	FAX (A/C, No):
	E-MAIL ADDRESS: sc@buttine.com	
	PRODUCER CUSTOMER ID #: 9NSC-01	
INSURED National Safety Council 1121 Spring Lake Drive Itasca, IL 60143	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AXIS Surplus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 26620	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.	X	X	ECN000058471601	03/01/2016	03/01/2017
	(Errors & Omission)					
						Limit 5,000,000
						Aggregate 5,000,000

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

County of Cook, Cook County, Office of the Chief Procurement Officer is named Additional Insured as respects to claims arising out of the negligence of the insured and as required by written contract. Waiver of subrogation is included in favor of the Certificate Holder. A sixty (60) day prior written notice of cancellation/material change is included.

CERTIFICATE HOLDER**CANCELLATION**

NSC0015

County of Cook, Cook County,
Office of the Chief
Procurement Officer
118 N. Clark St., Room 1018
Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2016

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
Two Pierce Place
Itasca IL 60143-3141

CONTACT NAME: Kelly Borzello**PHONE**
(A/C, No, Ext): 630-285-4462**FAX**
(A/C, No): 630-285-3922**E-MAIL ADDRESS:** kelly_borzello@ajg.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Federal Insurance Company

20281

INSURER B: Great Northern Insurance Company

20303

INSURER C: ACE Property & Casualty Insurance C

20699

INSURER D: Chubb Indemnity Insurance Company

12777

INSURER E:**INSURER F:**

INSURED
National Safety Council
1121 Spring Lake Drive
Itasca IL 60143

COVERAGES**CERTIFICATE NUMBER:** 1447842175**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35971701	3/1/2016	3/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73574091	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			M00582979003	3/1/2016	3/1/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	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 N/A		71742026	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Cook County is shown as an additional insured solely with respect to general liability and automobile liability coverage's as evidenced herein on a primary/non-contributory basis as required by written contract. A waiver of subrogation in favor of Cook County is included as required by written contract. The Producer will endeavor to mail 60 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER

Cook County
Office of the Chief Procurement Officer
118 N Clark St. Room 1018
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-1719	Version:	1	Name:	National Safety Council, Itasca, Illinois
Type:	Contract	Status:		Status:	Agenda Ready
File created:	2/11/2016	In control:		In control:	Board of Commissioners
On agenda:	6/8/2016	Final action:		Final action:	
Title:	PROPOSED CONTRACT				

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

Vendor: National Safety Council, Itasca, Illinois

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

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

Contract Value: \$0.00

Contract period: 6/9/2016 - 6/8/2021

Potential Fiscal Year Budget Impact: No cost contract; contract provides net cost reimbursements to Cook County, estimated \$500,000.00 each of five years, or \$2,500,000.00

Accounts: 310-819 for credits

Contract Number(s): RFP # 1490-13846

Concurrences:

The M/WBE participation goal for this contract was set at 0%.

The Chief Procurement Officer concurs.

Summary: A contract with National Safety Council is requested pursuant to a Request for Proposal (RFP) for an independent, qualified organization to manage the Circuit Court of Cook County's Traffic Safety School Program. This program was established by the court in the 1980s, pursuant to Supreme Court Rule 529(c) and is managed in accordance with the Traffic Safety Program Standards, adopted by the Conference of Chief Circuit Judges. The program includes various course offerings available on-line and in-classroom. The program serves approximately 50,000 drivers per year.

The costs of the program are funded entirely by fees paid by defendants charged with traffic violations in Cook County who receive Traffic Safety Program instruction as a sentencing option. Cook County receives a portion of those fees to offset its program costs, estimated at \$500,000.00 each year.

RFP procedures were followed in accordance with the Cook County Procurement Code. The National Safety Council was selected based on established evaluation criteria.

Sponsors:

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

Code sections:

Attachments:

EXHIBIT 7

Economic Disclosure Statement

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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 States 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

NA

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

See 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.

MBE/WBE Utilization Plan (Sections 1,2 and 3) -0% MBE/WBE minimum required
Affidavit of Child Support Obligations - Not-For-Profit Organization
Disclosure of Ownership Interest Statement - Not-For-Profit Organization
Ownership Interest Declaration - Not-For-Profit Organization

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, the 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 it only under Ownership Interest Declaration.

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

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

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name National Safety Council

D/B/A:

FEIN NO.: 36-2167809

Street Address: 1121 Spring Lake Dr.

City: Itasca

State: IL

Zip Code: 60143

Phone No.: 630-285-1121

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) NOT-FOR-PROFIT

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

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

Declaration (check the applicable box):

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

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

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

Declaration (check the applicable box):

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

[Signature]
Signature

debbie.hersman@nsc.org
E-mail address

CEO
Title

June 1, 2016
Date

(630) 775-2237
Phone Number

Subscribed to and sworn before me
this 1st day of June, 2016

x Martha C. Safranski
Notary Public Signature





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: Deborah A.P. Hersman

Address of Person Doing Business with the County: 1121 Spring Lake Drive

Phone number of Person Doing Business with the County: 630.285.1121

Email address of Person Doing Business with the County: debbie.hersman@nsc.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
National Safety Council

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: 1490-13846

The aggregate dollar value of the business you are doing or seeking to do with the County: \$2.5 million annually

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: Jeffrey Hofstetter, Senior Director of Driver Safety Programs, jeffrey.hofstetter@nsc.org, 630.775.2008

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: Sherry Sylvester, Director Driver Safety Programs, sherry.sylvester@nsc.org, 630.285.1121 x43047

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

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*

Susan Crotty

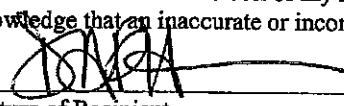
Susan Crotty

Naperville CUSD #203 Board of
Education

self

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

3/29/16
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.

I. Contract Information:

Contract Number: 1490-13846

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

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): National Safety Council

Substantial Owner Complete Name: _____

FEIN# 36-2167809

Date of Birth: _____

E-mail address: debbie.hersman@nsc.org

Street Address: 1121 Spring Lake Drive

City: Itasca

State: IL Zip: 60143

Home Phone: (630) 285-1121

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 or 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: [Signature] Date: 3/29/16

Name of Person signing (Print): Deborah A.P. Hersman Title: President and CEO

Subscribed and sworn to before me this 29 day of March, 20 16

x [Signature]
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

National Safety Council

Corporation's Name

Deborah A.P. Hersman

President's Printed Name and Signature

630.285.1121

Telephone

debbie.hersman@nsc.org

Email

P.T. [Signature] CFO

Secretary Signature

3/29/16

Date

Execution by LLC

N/A

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

N/A

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

N/A

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
29 day of March, 2016.

June M. Quercia
Notary Public Signature




My commission expires:

3-16-18
Notary Seal

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

SECTION 6
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 9 DAY OF June, 2016

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

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

1490-13846

OR

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

TOTAL AMOUNT OF CONTRACT: \$ REVENUE NEUTRAL
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 08 2016

Date: _____