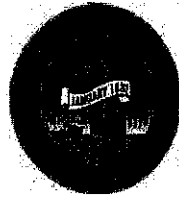


Contract No. 1530-15177

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL AUDITING SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE COMPTROLLER

AND

RSM US LLP

CONTRACT NO. 1530-15177

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

OCT 26 2016

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Evidence of Insurance
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Electronic Payables Program
Exhibit 8	Cook County Transportation Expense Reimbursement and Travel Regulations Policy
Exhibit 9	Board Authorization Approval

List of Attachments

Attachment 1	Economic Disclosure Statement and Execution Document
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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 RSM US LLP, doing business as a Limited Liability Partnership of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 26, 2016, as evidenced by Board Authorization Approval attached hereto as EXHIBIT "9".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Professional Auditing Services. 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 and Attachment are made a part of this Agreement:

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	Evidence of Insurance
Exhibit 6	Certification for Consulting or Auditing Services
Exhibit 7	Electronic Payables Program
Exhibit 8	Cook County Transportation Expense Reimbursement and Travel Regulations Policy
Exhibit 9	Board Authorization Approval

List of Attachments

Attachment 1 Economic Disclosure Statement and Execution Document

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. Disagreement with Consultant's Independent Auditor's Report opinion shall not constitute grounds for rejection, so long as opinion is provided according to industry professional standards. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the

it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of

staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice, and as allowable by industry professional standards, 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

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

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

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

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

i) Insurance Coverages To Be Provided

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (a) All premises and operations;

- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Umbrella/Excess Liability**

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

Each Occurrence:	\$2,000,000
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(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. Additional insureds included via a blanket endorsement.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

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

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

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

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

g) **Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The

Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided. Consultant's liability for all claims, damages and costs of the County arising under this Agreement is limited to three times the amount of fees paid by the County to Consultant for the services rendered under this Agreement, except indemnification or damages related to a material misstatement or omission caused by the intentional acts, recklessness or gross negligence of Consultant. This provision shall not require Consultant to indemnify the County for damages, losses or cost to the extent that occurs through deliberate fraud on the part of by the County.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. A representative of a regulator of the County and its designees shall be afforded full access to the Documents and the work at all times. It is agreed that at all times Consultant's workpapers shall remain the sole property of Consultant and do not constitute a Document or Deliverable under the terms of this Agreement, but shall made available as required under the terms of Exhibit 1, Scope of Services.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these

Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the

nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

D) Professional Social Services

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 20, 2016 ("**Effective Date**") and continue until December 19, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b 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. Notwithstanding the terms of this section, the Parties agree that any delays caused by the County impacting Consultant's ability to timely supply Deliverable under this Agreement, shall constitute changed circumstances, and reasonable changes to the terms of this Agreement shall be negotiated to the satisfaction of the Parties.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for to two (2) additional one (1)-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables,

including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

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

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the

dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Subject to Article 10, Section (d), the decision of the Chief Procurement Officer will be a final and binding administrative resolution. 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, and to the extent allowable by industry professional standards, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

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

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) **Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) **Business Documents**

At the request of the County, Consultant must provide copies of its latest Secretary of State file-stamped 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, as deemed reasonably necessary to determine actual conflicts involving the County, and subject to any pre-existing Confidentiality agreements in place, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or

indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

- (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any singular change in ownership or control amounting to 5% (five percent) or higher change in Consultant's makeup without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted,

a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all Deliverables accumulated in the performance of this Agreement, whether completed or in the process, to the County. The Auditor will be required to make working papers available as set forth under the terms of Exhibit 1, Scope of Services. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable Remedy; specific performance being subject to any restrictions necessitated by industry professional standards, specifically the AICPA Code of Professional Conduct and Bylaws, Sections 0.300.050 and 1.200.001 ;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition

to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

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

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

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

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

Consultant shall be afforded early termination provisions of this Section as required by law, statute, industry professional standards, or changed circumstances such that continuation with this Agreement is no longer reasonable.

d) Suspension

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

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

e) Right to Offset

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

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for

any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

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

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

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

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

d) **Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to

the Contract, shall be litigated only in state or federal district courts within Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

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

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the

performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

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

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods,

supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

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

ARTICLE 11) NOTICES

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

If to the County: Office of the Comptroller
 118 N. Clark, Room 500
 Chicago, Illinois 60602
 Attention: Department Director

and

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

If to Consultant: RSM US LLP
 20 North Martingale Road
 Schaumburg, IL 60173
 Attention: Linda Abernethy, Partner

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1
Scope of Services

**Scope of Services
Professional Auditing Services
for
Cook County Government**

The Auditor (or "Consultant") shall meet all the requirements listed in the scope of services, including specific requirements for certain County agencies. However, it is understood that other agencies for which details are not provided may require auditing services. It is also understood that competitive rates will be provided taking into consideration of overall volume of business when other departments or units of government are identified later in the process or after contract award for auditing services regarding special projects as a result of changing regulations.

Cook County Background

Cook County Government is a home rule county pursuant to Article VII, Section 6 of the Illinois State Constitution and is governed by a 17-member Board of Commissioners that is elected from single-member districts. The Commissioners and a County Board President are elected to four-year terms by the citizens of the County.

Cook County represents one of the major metropolitan areas in the state and nation, and contains 132 municipalities, including the City of Chicago, 30 townships, 240 special districts, and 161 school districts. With a population of approximately 5.2 million people, Cook County is the most populous county in Illinois, the second most populous county in the nation (2010 US Census), and the nineteenth largest government in the United States.

The County's fiscal year begins on December 1 and ends on November 30. As mandated by state law, the County has principal responsibility for the protection of persons and property, the operation of public health services, the administration of the property tax levy, assessment, collection and distribution process, and the maintenance of County highways.

The obligation to protect persons and property, commonly called public safety, is fulfilled by the provision of County judicial and law enforcement services. The Cook County Circuit Court, which is the second largest unified court in the nation and the Cook County Department of Corrections, which is the largest single-site jail in the nation, are solely the responsibility of Cook County Government.

The obligation to provide public health services is fulfilled by the operation of a comprehensive network of medical facilities for the citizens of the County, and provision of services regardless of their ability to pay. The Cook County Health and Hospitals System (CCHHS) consists of John H. Stroger, Jr. Hospital of Cook County, Provident Hospital of Cook County, Oak Forest Health Center, the Ambulatory and Community Health Network of Cook County, Cermak Health Services of Cook County, the Bureau of Health Services, CountyCare (a managed care program for County residents), the Ruth M. Rothstein CORE Center and the Cook County Department of Public Health. The Cook County Board of Commissioners established the Cook County Health and Hospitals System Board (CCHHS Board) in 2008 to provide independent oversight of health care operations. The CCHHS Board is accountable to the Cook County Board of Commissioners. CCHHS is included in the reporting entity of Cook County, Illinois as an enterprise fund. As an enterprise fund, CCHHS financial statements are prepared using proprietary fund accounting that focuses on the determination of changes in net assets, financial

position, and cash flows in a manner similar to private sector businesses. Financial statements are prepared on an accrual basis of accounting

Cook County Bureau of Finance

The Office of the Chief Financial Officer (CFO) is responsible for the financial management of Cook County Government. This includes managing the activities of the Bureau of Finance in a manner that insures Cook County Government is financially sound and maintains strong bond ratings. The CFO manages the Bureau of Finance to ensure financial integrity and consistency, to engage in endeavors and practices that position Cook County as a leader in fiscal management and efficient, streamlined governance. The CFO coordinates and supervises all financial activities of the County, monitors the expenditures of each budgetary unit, and issues general obligation bonds to support capital needs and economic development. The CFO is responsible for the strategic direction and management of the following departments that comprise the Bureau of Finance: Revenue, Risk Management, Budget and Management Services, Comptroller, Contract Compliance, Enterprise Resource Planning and Procurement.

The accounting and financial reporting functions of the County are organized as follows:

- Governmental Fund Types and Pension Trust Funds - Functions maintained primarily in the Cook County Comptroller's Office.
- Enterprise (Health) Fund - Functions maintained at John H. Stroger, Jr. Hospital of Cook County, Provident Hospital of Cook County, Oak Forest Health Center, the Ambulatory and Community Health Network of Cook County, Cermak Health Services of Cook County, the Bureau of Health Services, CountyCare (a managed care program for County residents), the Ruth M. Rothstein CORE Center, and the Cook County Department of Public Health.
- Agency Funds - Functions maintained at approximately twenty-eight (28) individual County offices.

Cook County Bureau of Finance Requirements

The County desires the Auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its aggregate discretely presented component units, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The Auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the Auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit the introductory section of the report or the statistical section of the report.

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

Additionally, the Auditor will be responsible for performing audit procedures to Federal grant program transactions, for purposes of issuing auditor's reports in accordance with the single audit concept under the provisions of U.S. Office of Management and Budget (OMB) 2 CFR Part-2, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards ("*Super Circular*") and the U.S. General Accountability Office's *Government Auditing Standards* (2011 Revision). These reports will be

issued separately from the auditor's opinion on the County's basic financial statements and will be referred to as the OMB Super Circular Report.

In accordance with State of Illinois Public Acts 90-350 and 90-655, an audit of the Clerk of the Circuit Court will be performed by the licensed public accounting firm. The audit shall consist of a letter report that expresses an opinion on the financial statements of the Circuit Clerk, a letter report that expresses an opinion on internal controls of the Circuit Clerk, a letter report on the Circuit Clerk's compliance with applicable statutes, rules, regulations, and procedures relating to assessment, collection, and distribution of funds, including the timeliness of those actions, any documentation or statements necessary to support the findings and opinions of the auditors, and any supplemental schedules or other documents required by the audit guidelines. A listing of applicable legal requirements shall be compiled by the Administrative Office of the Illinois Courts and made available to auditors for their compliance testing.

Cook County Bureau of Finance Auditing Standards

The financial audit shall be conducted by the Auditor in accordance with auditing standards generally accepted in the United States of America. and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. The Single Audit shall be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the provisions of U.S. Office of Management and Budget (OMB) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("*Super Circular*").

Cook County Bureau of Finance Required Reports

Following the completion of the audit of the County's financial statements, the Auditor shall issue the following reports:

- Independent Auditor's Report on the Basic Financial Statements contained in the County's comprehensive annual financial report.
- Basic Financial Statements and Required Supplementary Information, Independent Auditor's Report on the Basic Financial Statements and Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- The auditor must issue separate report on: a) the County Health and Hospitals System combined financial statements, and b) the Cook County Clerk of the Circuit Court Agency Fund.

In addition to the reports listed above, the auditor shall issue the following reports as part of OMB's 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("*Super Circular*"):

- Independent Auditor's Report on Schedule of Expenditures of Federal Awards.
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance with OMB's Super Circular.
- Independent Auditor's Report on Internal Control Over Financial Reporting, Compliance and Other Matter Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

In addition, the County may be required to submit to the Illinois Department of Human Services (DHS) an Annual Financial Report (AFR) and a Consolidated Financial Report (CFR) for each DHS-funded program. The auditor shall issue an "Independent Auditor's Report on Applying Agreed-Upon Procedures" for both the AFR and CFR if required by DHS. Please refer to the DHS website <http://www.dhs.state.il.us/page.aspx?item=55866> for further information on the reporting requirements. If required, these services will be the subject of a contract modification via an amendment. Any changes which impact the budget or materially modify the scope of services shall require an amendment to the Contract as set forth in Article 10) c) Contract Amendments of the Professional Services Agreement.

Additionally, the Auditor shall issue the following reports as part of the audit of the Clerk of the Circuit Court Agency Fund in accordance with the audit requirements of 705 ILCS 105/27.8, and State of Illinois Administrative Office of the Illinois Courts Reporting Requirements by April 15, 2016:

- Independent Auditor's Report on the Statement of Changes in Assets and Liabilities of the Agency Fund
- Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- Independent Auditor's Report on Compliance with Applicable Legal Requirements

Cook County Bureau of Finance Findings Reporting

The Auditor shall communicate in a letter to management any significant deficiency, material weakness, or other control deficiency found during the audit.

A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. In addition, the following conditions shall be reported:

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the President of the Cook County Board of Commissioners.

Reporting to the Audit Committee. Auditors shall assure themselves that the County's Audit Committee is informed of certain matters required by professional standards to be communicated to them in their oversight responsibility for the County's financial reporting process, including of each of the following:

1. The auditor's responsibility under generally accepted auditing standards

2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Auditor's judgment about the quality of the County's accounting principles.
6. Other information in documents containing audited financial statements
7. Disagreements with management
8. Management consultation with other accountants
9. Major issues discussed with management prior to retention
10. Difficulties encountered in performing audit

Special Considerations

It is required that the Auditor fully understands and considers the following information when performing the above listed requirements.

1. The financial statements of the Cook County Forest Preserve District ("District") and the Cook County Emergency Telephone System ("System") are discretely presented component units in the financial statements of the County. Currently, the District and System are audited by other auditors who are contractually obligated to provide information needed for the audit of the County.
2. The financial statements of the County's Employees' and Officers' Annuity and Benefit Fund are treated as Fiduciary Funds (Pension Trust and Other Post-Employment Benefits Trust) within the County's Financial Statements. The Pension Trust and Other Post-Employment Benefits Trust Funds are audited by another auditor who is contractually obligated to provide information needed for the audit of the County.
3. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program.
4. The County of Cook may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters." If required, these services will be the subject of a contract modification via an amendment. Any changes which impact the budget or materially modify the scope of services shall require an amendment to the Contract as set forth in Article 10) c) Contract Amendments of the Professional Services Agreement.
5. The County has determined that the United States Department of Housing and Urban Development will function as the cognizant agency in accordance with the provisions of the Single Audit Act amendments of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("*Super Circular*").

6. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

Working Paper Retention and Access to Working Papers

The Auditor will be expected to retain all working papers and reports at the Auditor's expense, for a minimum of seven (7) years, unless the Auditor is notified in writing by the County of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

- The County
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as part of an audit quality review process

Inquiries

Auditor will be required to respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Audit Schedules

Auditor will be required to schedule for the 2016 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years if the County exercises its option for additional audits).

Detailed Audit Plan

The Auditor shall provide County by December 12, 2016 both a detailed audit plan and a list of all schedules to be prepared by the County.

Fieldwork

The Auditor shall complete all fieldwork by April 21, 2017 for the County. The completion of field work by this date assumes the County provides the audit firm all audit schedules by the agreed upon dates and without significant errors.

Conferences

The Auditor shall conduct Entrance, Progress Reporting, Audit Status and Exit Conferences with the offices and/or personnel listed below at similar time schedules that will be developed for audits of future fiscal years if the County exercises its option for additional audits. Conferences will be held on dates to be arranged and agreed on by the County following the negotiation and execution of a contract.

Entrance Conference with the listed County Offices and/or Personnel will be held to discuss prior audit problems, establish overall liaison for the audit and make work space and any other arrangements the auditor may find necessary to provide the services required.

County Offices and/or Personnel

Chief Financial Officer, Bureau of Finance, County Auditor, Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer and other key finance personnel; additionally, department heads of other key offices or programs

Progress Conference with the listed County Offices and/or Personnel will be held to summarize results of the preliminary review and to identify the key internal controls or other matters that need to be analyzed and tested.

County Offices and/or Personnel

Chief Financial Officer, Bureau of Finance, County Auditor, Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer and other key finance personnel; additionally department heads of other key offices or programs.

The Audit Status Conference with the listed County Offices and/or Personnel will be held to provide weekly status updates on testing and request for data or documents necessary to complete fieldwork and discuss the status of fieldwork to determine if additional work is necessary to ensure an efficient and complete audit.

County Offices and/or Personnel

Chief Financial Officer, Bureau of Finance, Comptroller, and other designated Bureau of Finance personnel.

Exit Conference with the listed County Offices and/or Personnel will be held to summarize the results of the fieldwork and to review any and all significant findings which have been discovered through the audit.

County Offices and/or Personnel

Chief Financial Officer, County Auditor, Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer and key Finance personnel as necessary.

Progress Reports

The auditor shall provide weekly reports on the progress of the audit.

Draft and Final Reports

The Auditor shall provide all draft Financial Statements and Supplemental Information to the Comptroller Office by April 17, 2017 and final Financial Statements and Supplemental Information no later than April 30, 2017 for the following entities:

- The Cook County Treasurers' Office
- The Cook County Health and Hospitals System
- The Clerk of the Circuit Court

The adherence to these deadlines assumes that all draft financial statements are provided to the auditors by the agreed upon dates and without significant errors. The Comptroller shall provide the Auditor for review a draft comprehensive annual financial report ("CAFR") by April 30, 2017. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Comptroller by May 8, 2017. A revised CAFR, including a draft auditor's report shall be delivered to the Comptroller by May 15, 2017. The County Chief Financial Officer, County Auditor, Comptroller, and the Chief Financial Officer of the Cook County Health and Hospitals System will complete their review of the draft CAFR as expeditiously as possible. It is not expected that this process should exceed one

week. During that period, the auditor should be available for any meetings that may be necessary to discuss the CAFR and or audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered by the auditor to the County's Comptroller within 5 business days. It is anticipated that this process will be completed and the final printed CAFR will be issued by May 31, 2017. The final printed CAFR report and 100 signed copies, including a CD ROM in Adobe PDF format should be delivered to the Comptroller, County of Cook, 118 N. Clark Street, Room 500, Chicago, Illinois 60602.

The Comptroller shall provide the Auditor for review a draft of The OMB 2 CFR Part 200 ("*Super Circular*") Report by April 30, 2017. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Comptroller by May 8, 2017. A Super Circular report, including a draft auditor's report shall be delivered to the Comptroller by May 15, 2017. The County Chief Financial Officer and Comptroller will complete their review of the draft Super Circular report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss Super Circular and or audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered by the auditor to the County's Comptroller within 5 business days. It is anticipated that this process will be completed and the final printed Super Circular report will be issued by May 31, 2017. The final printed Super Circular report and 100 signed copies, including a CD ROM in Adobe PDF format, of each should be delivered to the Comptroller, County of Cook, 118 N. Clark Street, Room 500, Chicago, Illinois 60602.

Management Letter

The auditor shall provide for discussion a preliminary management letter indicating findings and recommendations to the County's Chief Financial Officer, Comptroller and Cook County Health and Hospitals System's Chief Financial Officer by May 31, 2017. The final management letter shall be issued by June 9, 2017. In addition, 100 copies of the final management letter should be delivered to the Comptroller, County of Cook, 118 N. Clark Street, Room 500, Chicago, Illinois 60602.

The Auditor may be asked to perform a Potential External Quality Assessment Review (QAR) in 2018 for the Office of the County Auditor's internal quality control system in accordance with Government Auditing Standards and The Institute of Internal Auditors Standards (IIA).

An external quality assessment review of the Office of the County Auditor's internal quality control system is required in accordance with Government Auditing Standards (GAS) and The Institute of Internal Auditors Standards (IIA). The GAS requires a QAR every three years. The Office of County Auditor's last external quality assessment review was performed as of April 20, 2015.

An external quality assessment review of the Office of the County Auditor's internal quality control system is required in accordance with Government Auditing Standards and The Institute of Internal Auditors Standards (IIA). The Office of County Auditor's last external quality assessment review was performed as of April 20, 2015.

Cook County Treasurer's Office

In Cook County, the County Treasurer oversees the second-largest property tax collection and distribution system in the United States. The Cook County Treasurer's office has the primary goals of mailing real estate tax bills, collecting, safe guarding, investing and distributing all real estate taxes for the County of Cook. Twice a year, the Treasurer's office prints and mails the real estate tax bills to the

taxpayers of record on more than 1.8 million of taxable parcels. The due dates for payment of real estate taxes are generally March 1st and again on August 1st. The annual collection of real estate taxes is approximately \$12 billion and it's distributed to approximately 2,200 taxing agencies. The Treasurer's Office also collects / distributes various fees for the State of Illinois and court ordered deposits / escrows. The Treasurer maintains various banking relationships for the County of Cook and is responsible for the safeguarding and prudent investment of public funds. The Office maintains the following systems: PCI cashiering, JD Edwards's general ledger and accounts payable modules, Treasury Cash Management and various refund/customer service databases. The general ledger is closed by the Accounting Department on a monthly basis, usually by the fifth business day of the following month which such closing process includes procedures to prepare, analyze and record applicable adjustments.

The Treasurer's financial statements are prepared using the accrual basis of accounting applicable to agency funds. The Treasurer intends on having records ready for audit and meeting with the Auditor by January 20, 2017. A draft of the financial statements, footnotes and Management Discussions & Analysis (MD&A) will be completed by the Office and provided to the Auditor by February 2, 2017 for the fiscal year 2016 audit.

It is the intent of the Office of the Treasurer to ensure competent, complete and cost efficient auditing services, therefore the following will be provided: Office staff will be available during the audit to assist by providing information, documentation, and explanations: prepared working trial balance for the "A" and "D" funds and the Cash "A" and "D" Funds Bank Reconciliations by January 20, 2017, reasonable work space(s), desks and chairs, access to telephone lines, shared photocopying facilities and fax machines for limited use. Additionally, clerical support staff will be made available when possible for the preparation of routine confirmations. The Treasurer's Accounting Supervisor or Assistant Chief Financial Officer shall coordinate any assistance for the Auditor to the extent reasonably necessary to perform the services required.

Cook County Treasurer's Requirements

Audit the financial statements of the Cook County Treasurer's "A" and "D" funds for the fiscal years ending November 30, 2016, 2017 and 2018 and at the option of the Treasurer and subject to approval by the Cook County Board of Commissioners to audit the "A" and "D" fund financial statements for fiscal years 2019 and 2020.

Audits are to be performed in accordance with the provisions required. The Office requires the auditor to express an opinion on the fair representation of the "A" and "D" fund financial statements in conformity with accounting principles generally accepted in the United States. Fund "C" which includes all monies belonging to the County in its corporate capacity and is included in Cook County's basic financial statements will be audited as part of the County's CAFR.

The Auditor shall be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. Audits shall be performed in accordance with auditing standards generally accepted in the United States as set forth by the American Institute of Certified Public Accountants and the standards applicable to

financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Cook County Treasurer's Required Reports

Following the completion of each audit of the Treasurer's "A" and "D" fund financial statements the Auditor shall issue the following reports:

- Report on the fair presentation of the "A" and "D" fund financial statements in conformity with GAAP;
- Report on Internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. Additionally such report shall communicate any deficiencies in internal control over financial reporting that are considered to be significant deficiencies or material weaknesses.
- Separate management letter of recommendation for suggested improvements in financial and accounting procedures, organizational structure, internal controls and other matters which may come to the Auditor's attention.
- Irregularities and illegal acts or indications of illegal acts of which must be immediately brought to the attention of the Treasurer.

Reporting to the Audit Committee. Auditors shall assure themselves that the County's Audit Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Auditor's judgment about the quality of the Treasurer's accounting principles.
6. Other information in documents containing audited financial statements
7. Disagreements with management
8. Management consultation with other accountants
9. Major issues discussed with management prior to retention
10. Difficulties encountered in performing audit

Cook County Treasurer's Audit Timeline

The Auditor must complete the audit by the end of April following the fiscal year end in order that the Treasurer's audited financial information can be used in completing the County's CAFR. The fiscal year 2016 audit must be completed by April 30, 2017.

Cook County Treasurer's Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years unless the firm is notified in writing by the Treasurer of the need to extend the retention period.

Cook County Treasurer's Access to Working Papers

The Auditor will be required to respond to inquiries regarding the audit made by the Treasurer and provide support for proposed journal entries. In addition, the Auditor

shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The Auditor will be expected to retain all working papers and reports at the Auditor's expense, for a minimum of seven (7) years, unless the Auditor is notified in writing by the County of the need to extend the retention period.

Cook County Treasurer's Fund Structure

The Auditor must have a complete understanding of the below listed fund types that the Treasurer's Office uses in its financial reporting:

Fund Type	Description	Number of Individual Reconciled Fund Bank Accounts
"A" Funds	All taxes and special assessments received by the County Treasurer and held by the Treasurer pending distribution.	5
"D" Funds	All other County Monies not including monies belonging to the County in its corporate capacity.	20

Cook County Treasurer's Detailed Audit Plan

The Auditor must provide the Treasurer by February 6, 2017 a detailed audit plan that includes procedures to be completed and dates by which those procedures will be completed and a list of all schedules to be prepared by the Treasurer. A similar time schedule will be developed for audits of future fiscal years if the Treasurer exercises the option for additional audits.

Cook County Treasurer's Fieldwork

The Auditor is required to complete all fieldwork by April 10, 2017. The completion of field work by this date assumes the Treasurer's staff provides the audit firm all audit schedules by the agreed upon dates and without significant errors.

Cook County Treasurer's Draft Financial Reports

The Auditor shall have drafts of the audit reports and recommendations to management available for review by the Treasurer and the Chief Financial Officer or designees by April 17, 2017. The adherence to these deadlines assumes that all draft financial statements are provided to the auditors by the agreed upon dates and without significant errors.

Cook County Treasurer's Conferences

The Auditor will conduct entrance, progress and exit conferences with the Chief Financial Officer and Key Finance Department Personnel for the same purpose and in the same manner as required by the Cook County Bureau of Finance.

Cook County Treasurer's Final Reports for Fiscal Year 2016 Audit

The Auditor shall provide all recommended adjustments to the "A" and "D" fund Financial Statements to the Chief Financial Officer by April 3, 2017. Draft Financial Statements and Supplemental Information, including a draft of the required auditor reports with all of the auditor's proposed recommendations shall be delivered to the Chief Financial Officer by April 17, 2017. The Treasurer, Chief Deputy Treasurers, Chief Financial Officer and key Finance Department personnel will complete their review of the draft report as expeditiously as possible. During that period, the Auditor shall be available for any meetings that may be necessary to discuss the audit report. Once all issues for discussion are resolved the final printed Financial Statement report and 50 signed copies should be delivered to the Chief Financial Officer 118 N. Clark Street, Room 212 Chicago, Illinois 60602 by April 30, 2017.

Cook County Treasurer's Report Preparation

All report preparation including but not limited to typesetting, graphics and photo reproduction, proofing, editing and all other printing shall be the sole responsibility of the Auditor. However, the Treasurer's Office will provide an initial draft in Microsoft word of the financial statements including MD&A and footnotes to the Auditor by February 2, 2017.

Additional Audit Requirements

From time to time, local, state or federal regulatory agencies may require Cook County to conduct additional audits and/or procedures. The Auditor will be required to perform these services and any additional services deemed necessary by the County to comply with these requirements.

EXHIBIT 2

Schedule of Compensation

Schedule of Compensation

The total not-to-exceed amount of this contract is **\$4,998,720.00**. See following Price Proposal Charts for additional Schedule of Compensation breakdown.

Pricing Proposal Form

GRAND TOTAL FOR THREE (3) YEAR BASE TERM:	\$4,998,720.00
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[illegible]

Audit for Cook County CAFR Staffing Base Term	\$2,447,540.00
Grand Total:	

\$1,037,480.00

**Pricing Proposal Form
A-133 Audit**

Partner	500	285	\$25,650.00	90	578	288	\$25,920.00	Partner	50	806	291	\$26,180.00	Partner	90	637	295	\$26,550.00	Partner	90	669	298	\$26,820.00
Manager	510	295	\$89,250.00	Manager	510	310	\$90,780.00	Manager	510	325	181	\$92,310.00	Manager	510	341	185	\$94,350.00	Manager	510	359	188	\$95,880.00
Supervisory	400	210	\$48,800.00	Supervisory	400	221	\$50,400.00	Supervisory	400	232	128	\$51,200.00	Supervisory	400	243	131	\$52,400.00	Supervisory	400	255	134	\$53,600.00
Staff	1100	180	\$121,000.00	Staff	1100	189	\$123,100.00	Staff	1100	198	115	\$126,500.00	Staff	1100	208	117	\$128,700.00	Staff	1100	219	120	\$132,000.00
Other	CLERICAL/OTHER		\$300.00	Other	CLERICAL/OTHER		\$400.00	Other	CLERICAL/OTHER			\$800.00	Other	CLERICAL/OTHER			\$450.00	Other	CLERICAL/OTHER			\$200.00
(Specify)	2100		\$285,000.00	(Specify)	2100		\$290,700.00	(Specify)	2100			\$296,500.00	(Specify)	2100			\$302,450.00	(Specify)	2100			\$308,500.00
Subtotal				Subtotal				Subtotal					Subtotal					Subtotal				

A-133 Audit Staffing Base Term Grand Total: \$872,200.00

Pricing Proposal Form									
Audit for Clerk of the Circuit Court (CCC)									
Position	Count	Rate	Amount	Position	Count	Rate	Amount	Position	Count
Director	1	\$11,000.00	\$11,000.00	Director	1	\$11,000.00	\$11,000.00	Director	1
Manager	1	\$10,000.00	\$10,000.00	Manager	1	\$10,000.00	\$10,000.00	Manager	1
Supervisory	1	\$9,000.00	\$9,000.00	Supervisory	1	\$9,000.00	\$9,000.00	Supervisory	1
Staff	1	\$8,000.00	\$8,000.00	Staff	1	\$8,000.00	\$8,000.00	Staff	1
Other	1	\$7,000.00	\$7,000.00	Other	1	\$7,000.00	\$7,000.00	Other	1
Subtotal			\$44,000.00	Subtotal			\$44,000.00	Subtotal	
Clerical/Other	1	\$6,000.00	\$6,000.00	Clerical/Other	1	\$6,000.00	\$6,000.00	Clerical/Other	1
Subtotal			\$6,000.00	Subtotal			\$6,000.00	Subtotal	
Grand Total: \$50,000.00									

Audit for Clerk of the Circuit Court (CCC) Audit	\$46,000.00
Setting Base Term Grand Total:	\$50,000.00

Audit for Clerk of the Circuit Court (ccc) Audit	
Staffing Base Term Grand Total:	\$269,350.00

Pricing Proposal Form					
External Quality Assessment Review (QAR)					
Partner	20	606	300		\$6,000.00
Manager	25	325	208		\$5,125.00
Supervisory					
Staff	55	232	160		\$8,800.00
	50	198	120		\$6,000.00
Other (Specify)	CLERICAL/OTHER				\$75.00
Subtotal	150				\$26,000.00

External Quality Assessment Review (QAR) Staffing Base
Term Grand Total: \$26,000.00

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan

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 goal for this Agreement is 35% overall participation.** 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



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

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16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

October 11, 2016

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

Re: Contract No. 1530-15177
Professional Auditing Services
Office of Cook County Comptroller

Dear Ms. Andrews:

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

Bidder: RSM US LLP
Contract Value: \$4,998,720.00
Contract Goal: 35% MWBE overall participation

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Benford Brown & Associates, LLC	MBE (6)	City of Chicago	1.53% Direct
E.C. Ortiz & Co., LLP	MWBE (8)	City of Chicago	3.73% Direct
Prado & Renteria CPAs, P.C.	MWBE (9)	Cook County	12.40% Direct
Washington, Pittman & McKeever, LLC	MBE (6)	City of Chicago	17.45% Direct
			35.11% Direct

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/la

Cc: John Schick, Office of the Cook County Comptroller

Enclosure: Revised Letter of Intent

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Washington, Pittman & McKeever

Certifying Agency: City of Chicago

Contact Person: Lester McKeever

Certification Expiration Date: January 15, 2017

Renewal in Process

Address: 819 S. Wabash Avenue, Suite 600

Ethnicity: African American

City/State: Chicago, IL Zip: 60605

Bid/Proposal/Contract #: 1530-15177

Phone: 312.786.0330

Fax: _____

FEIN #: 36-4189747

Email: lmckeever@wpmk.com

Participation: ☒ Direct ☐ Indirect

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

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

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

Provide single audit, sign opinion and issue reports required for the single audit.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$872,200 17.45% Terms - net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Lester H. McKeever, Jr.
Signature (M/WBE)

Lester H. McKeever, Jr.

Print Name

Washington, Pittman & McKeever, LLC

Firm Name

October 4, 2016

Date

Subscribed and sworn before me

this 4 day of October, 2016

Notary Public Antoinette Y. Moody Sims



Linda S. Abernathy
Signature (Prime Bidder/Proposer)

Linda S. Abernathy

Print Name

RSM US LLP

Firm Name

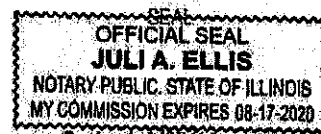
October 11, 2016

Date

Subscribed and sworn before me

this 11 day of October, 2016

Notary Public Juli A. Ellis



MBE/WBE UTILIZATION PLAN - FORM 1

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

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

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountylil.gov/contractcompliance)
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: E.C. Ortiz & Co., LLP
Address: 333 S. Des Plaines Street, Suite 2-N, Chicago, IL 60661
E-mail: LNrodrigo@ecortiz.com
Contact Person: Leilani Rodrigo Phone: 312.876.1900
Dollar Amount Participation: \$ 186,257
Percent Amount of Participation: 3.73% %
*Letter of Intent attached? Yes X No
*Current Letter of Certification attached? Yes X No

MBE/WBE Firm: Washington, Pittman & McKeever, LLC
Address: 819 S. Wabash Avenue, Suite 600, Chicago, IL 60605
E-mail: lmckeever@wpmk.com
Contact Person: Lester McKeever Phone: 312.786.0330
Dollar Amount Participation: \$ 872,200
Percent Amount of Participation: 17.45% %
*Letter of Intent attached? Yes X No
*Current Letter of Certification attached? Yes X No

Attach additional sheets as needed.

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

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountylil.gov/contractcompliance)
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II: ☒ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Prado & Renteria CPAs

Address: 8137 South Michigan Avenue, Chicago, IL 60616

E-mail: mprado@pradorenteria.com

Contact Person: Maria de J. Prado Phone: 312.567.1330

Dollar Amount Participation: \$ 619,840

Percent Amount of Participation: 12.40% %

*Letter of Intent attached? Yes X No

*Current Letter of Certification attached? Yes X No

MBE/WBE Firm: Benford Brown & Associates

Address: 8334 S. Stony Island Avenue, Chicago, IL 60617

E-mail: twatson@benfordbrown.com

Contact Person: Timothy Watson Phone: 773.731.1300

Dollar Amount Participation: \$ 76,253

Percent Amount of Participation: 1.53% %

*Letter of Intent attached? Yes X No

*Current Letter of Certification attached? Yes X No

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Prado & Renteria CPAs Certifying Agency: City of Chicago
 Contact Person: Maria de J. Prado Certification Expiration Date: 04/15/2019
 Address: 1837 South Michigan Avenue Ethnicity: _____
 City/State: Chicago, IL Zip: 60616 Bid/Proposal/Contract #: 1530-15177
 Phone: 312.567.1330 Fax: 312.567.1360 FEIN #: 36-3705616
 Email: mprado@pradorenteria.com
 Participation: ☒ Direct ☐ Indirect

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

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

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

Perform audit procedures required for compliance audit of the Clerk of the Circuit Court, sign opinion and issue report. Provide other assistance with procedures at the Treasurer's Office, health system or other County offices, as needed.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$619,840 12.40% Terms - net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Maria de J. Prado
 Signature (M/WBE)

Maria de J. Prado
 Print Name

Prado & Renteria CPAs
 Firm Name

10/14/16
 Date

Subscribed and sworn before me

this 4th day of OCTOBER, 2016.

Notary Public: Hilda S. Renteria



Linda S. Abernethy
 Signature (Prime Bidder/Proposer)

Linda S. Abernethy
 Print Name

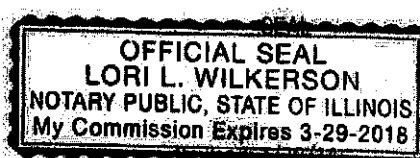
RSM US LLP
 Firm Name

10/15/2016
 Date

Subscribed and sworn before me

this 5th day of October, 2016.

Notary Public: Lori L. Wilkerson





DEPARTMENT OF PROCUREMENT SERVICES

APR 24 2014

CITY OF CHICAGO

Maria de J Prado
Prado & Renteria Certified Public Accountants, Prof. Corp.
1837 South Michigan Avenue
Chicago, IL 60616-1601

Dear Ms. Prado:

We are pleased to inform you that **Prado & Renteria Certified Public Accountants, Prof. Corp.** has been recertified as a **Minority Business Enterprise ("MBE")** and **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **04/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/15/2015, 04/15/2016, 04/15/2017, and 04/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541211 - Offices of Certified Public Accountants

541213 - Tax Return Preparation Services

541611 - Administrative Management Consulting Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** and **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Jamie L. Rhee *R3*
Chief Procurement Officer

JLR/sl

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Washington, Pittman & McKeever
 Contact Person: Lester McKeever
 Address: 819 S. Wabash Avenue, Suite 600
 City/State: Chicago, IL Zip: 60605
 Phone: 312.786.0330 Fax: _____
 Email: lmckeever@wpmk.com

Certifying Agency: City of Chicago
 Certification Expiration Date: January 15, 2017
 Ethnicity: African American
 Bid/Proposal/Contract #: 1530-15177
 FEIN #: 36-4189747

Renewal in
Process

Participation: ☒ Direct ☐ Indirect

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

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

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

Provide single audit, sign opinion and issue reports required for the single audit.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$872,200 17.45% Terms - net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

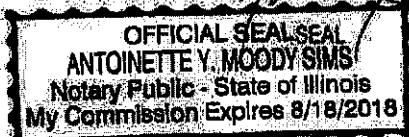
Lester H. McKeever, Jr.
 Signature (M/WBE)
Lester H. McKeever, Jr.
 Print Name
Washington, Pittman & McKeever, LLC
 Firm Name
October 4, 2016
 Date

 Signature (Prime Bidder/Proposer)
Linda S. Abernethy
 Print Name
RSM US LLP
 Firm Name

 Date

Subscribed and sworn before me

this 4 day of October, 2016
 Notary Public *Antoinette Y. Moody Sims*



Subscribed and sworn before me

this ____ day of _____, 20____
 Notary Public _____

SEAL



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

October 4, 2016

Mr. Lester M. McKeever
Washington, Pittman & McKeever, LLC
819 South Wabash Avenue, Suite 600
Chicago, IL 60605

Dear Mr. McKeever:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE)** until **January 15, 2017**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman", written over the word "Sincerely,".

George Coleman
Deputy Procurement Officer

GC/cm

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: E.C. Ortiz & Co., LLP

Certifying Agency: City of Chicago

Contact Person: Leilani Rodrigo

Certification Expiration Date: 04/15/2019

Address: 333 S. Des Plaines Street, Suite 2-N

Ethnicity: _____

City/State: Chicago, IL Zip: 60661

Bid/Proposal/Contract #: 1530-15177

Phone: 312.876.1900 Fax: 312.876.1911

FEIN #: 43-1886718

Email: LNRodrigo@ecortiz.com

Participation: ☒ Direct ☐ Indirect

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

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

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

Audit assistance with the County audit

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$186,257 3.73% Terms - net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Leilani Rodrigo

Linda S. Abernethy

Print Name

Print Name

E.C. Ortiz & Co., LLP

RSM US LLP

Firm Name

Firm Name

10/4/16
Date

10/5/2016
Date

Subscribed and sworn before me

Subscribed and sworn before me

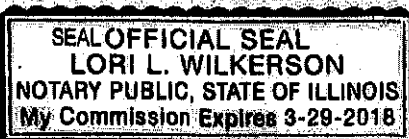
this 4th day of October, 2016
Notary Public [Signature]

this 5th day of October, 2016
Notary Public [Signature]

SEAL



M/WBE Utilization Commission Expires 12/15/18



Revised: 1/29/14



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 24 2014

Edilberto Calalang Ortiz
E.C. Ortiz & Co., LLP
333 S. DesPlaines Street
Chicago, IL 60661-5514

Dear Mr. Ortiz:

We are pleased to inform you that E.C. Ortiz & Co., LLP has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **04/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by **04/15/2015, 04/15/2016, 04/15/2017, and 04/15/2018**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541211 - Offices of Certified Public Accountants

541213 - Tax Preparation Services

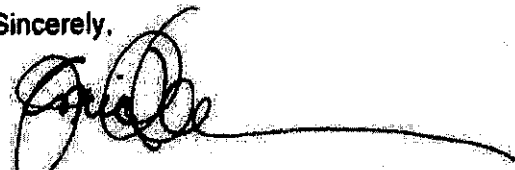
541214 - Payroll Services

541219 - Other Accounting Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/sl

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Benford Brown & Associates, LLC

Certifying Agency: City of Chicago

Contact Person: Timothy Watson

Certification Expiration Date: 10/21/2016

Address: 8334 S. Stony Island Avenue

Ethnicity: _____

City/State: Chicago, IL Zip: 60617

Bid/Proposal/Contract #: 1530-15177

Phone: 773.731.1300 Fax: _____

FEIN #: _____

Email: twatson@benfordbrown.com

Participation: ☒ Direct ☐ Indirect

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

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

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

Provide audit assistance with the Health System audit and the County Audit.

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

\$76,253 1.53% Terms - net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) [Signature]

Signature (Prime Bidder/Proposer) [Signature]

Timothy S. Watson
Print Name

Linda S. Abernethy
Print Name

Benford Brown & Associates, LLC
Firm Name

RSM US LLP
Firm Name

Date

10/5/2016
Date

Subscribed and sworn before me

Subscribed and sworn before me

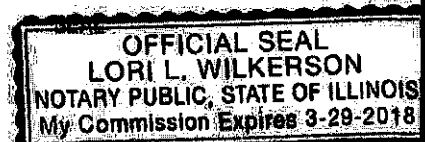
this 4th day of October, 2016.

this 5th day of October, 2016.

Notary Public [Signature]

Notary Public [Signature]

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 19 2013

Ms. Kimi Ellen
Benford Brown & Associates, LLC.
8334 S. Stony Island
Chicago, IL 60617

Dear Ms. Ellen:

We are pleased to inform you that **Benford Brown & Associates, LLC.**, has been recertified as a **Minority Business Enterprise ("MBE")** and **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **10/21/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **10/21/2014** and **10/21/2015**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/21/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **8/21/2016**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

du.
R

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s)

541211 – Certified Public Accounting Services

541211 – Auditing Services

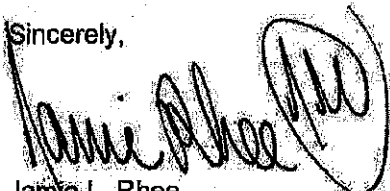
541213 – Income Tax Return Preparation Services

541219 – Other Accounting Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise and Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm



Contract No. 1530-15177

EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant 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.: 1530-15177	Date: October 4, 2016
Total Bid or Proposal Amount: \$4,998,720	Contract Title: Contract for Professional Auditing Services
Contractor: RSM US LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: Washington, Pittman & McKeever
Authorized Contact for Contractor: Linda S. Abernethy	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lester McKeever
Email Address (Contractor): Linda.abernethy@rsmus.com	Email Address (Subcontractor): lmckeever@wpmk.com
Company Address (Contractor): One South Wacker Drive	Company Address (Subcontractor): 819 South Wabash Avenue Suite 600
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60605
Telephone and Fax (Contractor): P: 847.413.6248 F: 847.517.7067	Telephone and Fax (Subcontractor): P: 312.786.0330
Estimated Start and Completion Dates (Contractor): 11/1/2016 to 6/30/2019	Estimated Start and Completion Dates (Subcontractor): 11/15/2016 to 6/30/2019

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>
Provide single audit, sign opinion and issue reports required for the single audit	\$872,200

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 RSM US LLP

Name Linda S. Abernethy, Partner

Title

Prime Contractor Signature

Date

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.: 1530-15177	Date: October 4, 2016
Total Bid or Proposal Amount: \$4,998,720	Contract Title: Contract for Professional Auditing Services
Contractor: RSM US LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: E.C. Ortiz & Co.
Authorized Contact for Contractor: Linda S. Abernethy	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Leilani Rodrigo
Email Address (Contractor): Linda.abernethy@rsmus.com	Email Address (Subcontractor): LNrodrigo@ecortiz.com
Company Address (Contractor): One South Wacker Drive	Company Address (Subcontractor): 333 South Des Plaines Street Suite 2-N
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60661
Telephone and Fax (Contractor): P: 847.413.6248 F: 847.517.7067	Telephone and Fax (Subcontractor): P: 312.876.1900 F: 312.876.1911
Estimated Start and Completion Dates (Contractor): 11/1/2016 to 6/30/2019	Estimated Start and Completion Dates (Subcontractor): 12/1/2016 to 5/31/2019

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>
Audit assistance with the County audit	\$186,257

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 **RSM US LLP**

Name **Linda S. Abernethy, Partner**

Title *Linda S. Abernethy* *10/5/2016*
 Prime Contractor Signature Date

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.: 1530-15177	Date: October 4, 2016
Total Bid or Proposal Amount: \$4,998,720	Contract Title: Contract for Professional Auditing Services
Contractor: RSM US LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: Prado & Renteria, CPAs
Authorized Contact for Contractor: Linda S. Abernethy	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Maria de J. Prado
Email Address (Contractor): Linda.abernethy@rsmus.com	Email Address (Subcontractor): mprado@pradorenteria.com
Company Address (Contractor): One South Wacker Drive	Company Address (Subcontractor): 1837 South Michigan Avenue
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60616
Telephone and Fax (Contractor): P: 847.413.6248 F: 847.517.7067	Telephone and Fax (Subcontractor): P: 312.567.1330 F: 312.567.1360
Estimated Start and Completion Dates (Contractor): 11/1/2016 to 6/30/2019	Estimated Start and Completion Dates (Subcontractor): 11/15/2016 to 6/30/2019

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Perform audit procedures required for compliance audit of the Clerk of the Circuit Court, sign opinion and issue report. Provide other assistance with procedures at the Treasurer's Office, health system or other County offices, as needed.	\$619,840

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 RSM US LLP

Name Linda S. Abernethy, Partner

Title *Linda S. Abernethy*
 Prime Contractor Signature

Date *10/5/2016*

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.: 1530-15177	Date: October 4, 2016
Total Bid or Proposal Amount: \$4,998,720	Contract Title: Contract for Professional Auditing Services
Contractor: RSM US LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: Benford Brown & Associates, LLC
Authorized Contact for Contractor: Linda S. Abernethy	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Timothy Watson
Email Address (Contractor): Linda.abernethy@rsmus.com	Email Address (Subcontractor): twatson@benfordbrown.com
Company Address (Contractor): One South Wacker Drive	Company Address (Subcontractor): 8334 South Stony Island Avenue
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60617
Telephone and Fax (Contractor): P: 847.413.6248 F: 847.517.7067	Telephone and Fax (Subcontractor): P: 773.731.1300
Estimated Start and Completion Dates (Contractor): 11/1/2016 to 6/30/2019	Estimated Start and Completion Dates (Subcontractor): 12/1/2016 to 5/31/2019

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>
Provide audit assistance with the Health System audit and the County audit.	\$76,253

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 **RSM US LLP**

Name **Linda S. Abernethy, Partner**

Title

Linda S. Abernethy *10/5/2016*

Prime Contractor Signature

Date

Contract No. 1530-15177

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2016

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 Aon Risk Services Northeast, Inc. 199 Water Street, 9th Floor New York, N.Y. 10038	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: North American Capacity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED RSM US LLP 331 West Third Street, Suite 200 Davenport, IA 52801	NAIC #	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Miscellaneous Professional Liability Insurance			FIP0008227 03	01-Jul-16	01-Jul-17	Not less than US\$2,000,000 any one claim and in the aggregate.

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

CERTIFICATE HOLDER

CANCELLATION

County of Cook
Office of the Chief Procurement Officer
118 N. Clark Street, 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

Aon Risk Services Northeast, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2016

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 Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 Attn: KansasCity.CertRequest@marsh.com Fax: 212-948-0015 090915 Bice		CONTACT NAME: PHONE: (A/C, No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Sentry Insurance A Mutual Company</td><td>24988</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER D: Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Sentry Insurance A Mutual Company	24988	INSURER B: Federal Insurance Company	20281	INSURER C: Liberty Mutual Fire Insurance Company	23035	INSURER D: Sentry Casualty Company	28460	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	
INSURED RSM US LLP One South Wacker Drive, Suite 800 Chicago, IL 60606																	

COVERAGES**CERTIFICATE NUMBER:**

CHI-006420694-06

REVISION NUMBER:4

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		90-18524-04	11/30/2015	11/30/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	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 - COMP/OP AGG	\$	2,000,000		\$	
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A 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		90-18524-01 (AOS) 90-18524-02 (WI)	11/30/2015 11/30/2015	11/30/2016 11/30/2016	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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C	Property		YU2-L9L-460316-015	11/30/2015	11/30/2016	<table border="1"><tr><td>Blanket Limit:</td><td></td><td>1,000,000</td></tr><tr><td>Deductible:</td><td></td><td>SEE ATTACHED</td></tr></table>	Blanket Limit:		1,000,000	Deductible:		SEE ATTACHED															
Blanket Limit:		1,000,000																									
Deductible:		SEE ATTACHED																									

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

County of Cook is named as Additional Insured (except Workers Compensation) if required to be so by written contract. Coverage shown is primary and non-contributory if required to be so by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Cook 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 of Marsh USA Inc. Keith A. Stiles 
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED RSM US LLP One South Wacker Drive, Suite 800 Chicago, IL 60606
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

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

Property Deductible:

\$25,000 For each and every loss or damage to covered property to all location,
except \$100,000 minimum for Earthquake, Flood in all states except Florida
or Wind associated with a named windstorm.
Windstorm 5% subject to \$250K minimum.

Other property deductibles may apply as per policy terms and conditions.

Contract No. 1530-15177

EXHIBIT 6

Certification for Consulting or Auditing Services

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

This Certification is made and required pursuant to Section 34-193 (a) of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County. For purposes of this Certification, "County" shall mean the offices which are administered by the President of the County Board. Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: RSM US LLP

ADDRESS: One South Wacker Drive, Chicago, IL 60606

TELEPHONE: 312.634.3400

CONTACT NAME: Linda S. Abernethy

CONTACT EMAIL: Linda.abernethy@rsmus.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean a person or "Entity" that directly or indirectly controls the Contractor, is controlled by it, or with the Contractor, is under common control of another person or entity. For purposes of this Certification, "Entity" shall mean 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.

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1530-15177
- b. The Contractor is providing the following type of Services: ☒ Auditing or ☐ Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Office: Bureau of Finance
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County under any other Contracts? ☐ Yes or ☒ No.

If yes, please state the other Contract Number(s) and the Nature of Services.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

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

Linda S. Abernethy
Signature

Linda S. Abernethy
Name (Type or Print)

Partner
Title

May 18, 2016
Date

Contract No. 1530-15177

EXHIBIT 7

Electronic Payables Program

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

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

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

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

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

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

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

2. One-Time Use Credit Card – "SUGA" Settlement

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

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Contract No. 1530-15177

EXHIBIT 8

Cook County Transportation Expense Reimbursement and Travel Regulations Policy



COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT AND TRAVEL REGULATIONS POLICY

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I

TRAVEL EXPENSES

- A.** Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II

RESPONSIBILITY OF DEPARTMENT HEAD

- A.** The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B.** All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C.** Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D.** The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III

ALLOWABLE TRANSPORTATION EXPENSE

- A.** Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B.** All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII

LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

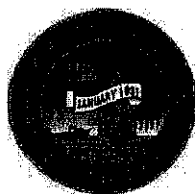
D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

Contract No. 1530-15177

EXHIBIT 9

Board Authorization Approval



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 16-5933 **Version:** 1 **Name:** RSM US, LLP, Chicago, Illinois
Type: Contract **Status:** Approved
File created: 10/13/2016 **In control:** Board of Commissioners
On agenda: 10/26/2016 **Final action:** 10/26/2016
Title: PROPOSED CONTRACT

Department(s): Office of the County Comptroller

Vendor: RSM US, LLP, Chicago, Illinois

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

Good(s) or Service(s): Professional Auditing Services

Contract Value: \$4,998,720.00

Contract period: 12/20/2016 - 12/19/2019 with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2017, \$1,624,900.00; FY 2018, \$1,657,320.00; and FY 2019 \$1,716,500.00

Accounts: 490-265

Contract Number(s): 1530-15177

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: The Comptroller's Office is requesting authorization for the Chief Procurement Officer to enter into and execute a contract with RSM US, LLP. This contract request will allow the County to complete the Comprehensive Annual Financial Report and A-133 Single Audit Report timely for the fiscal years ending 2016 through 2019.

The contract is awarded through the Request for Proposals (RFP) process in accordance with the Cook County Procurement Code. RSM US, LLP was selected based on established evaluation criteria. ...end

Sponsors:

Indexes: LAWRENCE WILSON, County Comptroller

Code sections:

Attachments: 1. Form E RSM Contract

Date	Ver.	Action By	Action	Result
10/26/2016	1	Board of Commissioners		

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Contract No. 1530-15177

ATTACHMENT 1

Economic Disclosure Statement and Execution Document

**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 State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

None

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

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

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

Yes: _____ No: 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) X 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:

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

Name RSM US LLP

D/B/A: RSM

FEIN NO.: 42-0714325

Street Address: One South Wacker Drive

City: Chicago

State: IL

Zip Code: 60606

Phone No.: 847.413.6248

Fax Number: 847.517.7067

Email: Linda.abernethy@rsmus.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
No individual holds more than 5%		

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
See attached partner list			

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

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.

RSM Partner Listing
As of October 1, 2016

Name	Region	Title	Name	Region	Title
Abeles, Randy D	Great Lakes Region	Principal	Bendels, Denise B	Central Region	310
Abernethy, Linda S	Great Lakes Region	Partner	Bender, Michael W	Southeast Region	520
Ackerman, Brian	Great Lakes Region	Partner	Beneventi, Thomas John	Client Svc Support	952
Adams, Joseph M	Firm Management	Partner	Benfatti, Joseph James	West Region	154
Adinolfi, Jonathan D	Central Region	Partner	Benjamin, Ian J	Northeast Region	500
Adkisson, Jay	Great Lakes Region	Partner	Berger, Benjamin Aaron	Southeast Region	520
Affonso, Dale	West Region	Principal	Berger, David J	Northeast Region	500
Ahlheim, John	Central Region	Partner	Bergthold, Joseph	Great Lakes Region	541
Albano, Richard	Northeast Region	Partner	Berman, Daniel	Northeast Region	185
Alexander, Jason	Southeast Region	Principal	Bernstein, Bruce	Northeast Region	500
Almonte, Ernest	Northeast Region	Partner	Best, Robert	West Region	392
Alston, Tim V	Central Region	Partner	Billig, Robert H	Southeast Region	304
Altshuler, Jeffrey M	West Region	Partner	Bird, John	Great Lakes Region	541
Alzfan, Alan D	Northeast Region	Partner	Blacklaw, Brian N	Great Lakes Region	541
Anderson, Chad	Central Region	Partner	Blakey, Paul	Great Lakes Region	541
Anderson, Christopher V	Central Region	Partner	Blanton, Claire	National Practices	
Anderson, Jeff C	Central Region	Partner	Blaze, Thomas	Great Lakes Region	541
Anderson, Kelly L	Southeast Region	Partner	Bloom, Mark L	Great Lakes Region	541
Anderson, Mark	Central Region	Partner	Boehrer, Terry W	Central Region	308
Anderson, Michael	Southeast Region	Partner	Boelter, Angela D	Central Region	073
Andrews, David M	Great Lakes Region	Partner	Bonnette, Daniel	Northeast Region	185
Ansah, Will	Northeast Region	Partner	Borrelli, Adam	Northeast Region	
Antman, Marvin R	Northeast Region	Partner	Borgman, Sequoya	Great Lakes Region	553
Antonopoulos, Nikolaos George	Great Lakes Region	Partner	Bosman, Andrew	Firmwide Resources	711
Arata, James L	Northeast Region	Partner	Bolzis, Michael	Southeast Region	120
Archer, John	Southeast Region	Partner	Bova, Nicholas	Southeast Region	184
Archer, Michael	Northeast Region	Partner	Bowman, Karen A	Southeast Region	108
Atwell Jr, Alan George	Client Svc Support	Partner	Brackett, John	Southeast Region	103
Aubrey, Nancy L	Northeast Region	Partner	Bradford, Christopher M	Great Lakes Region	561
Avakian, Norik L	West Region	Principal	Bredvica, Matthew L	West Region	038
Awdeh, Lutof	Northeast Region	Principal	Brady, Peter	Northeast Region	500
Azbell, Kerry B	Central Region	Partner	Bravo, Carlos	Southeast Region	104
Bachman, Dennis M	Northeast Region	Partner	Briggs, Todd	Great Lakes Region	541
Backos, Gavin	Southeast Region	Principal	Brisbois, Girard C	Northeast Region	185
Bailliz, Owen	Firmwide Resources	Partner	Broberg, Brad W	Central Region	014
Baker, Jeffery C	Central Region	Partner	Brock, Lisa L	Southeast Region	121
Bakker, Christie	Client Svc Support	Partner	Brunk, Martin P	Southeast Region	520
Baldowski, Patricia A	Northeast Region	Partner	Budnik, Gregory	Northeast Region	324
Banse, Christopher E	Central Region	Partner	Burdino, Theresa A	Southeast Region	507
Barries, Stephen J	Southeast Region	Partner	Burger, Jon I	Client Svc Support	951
Barsky, Scott A	Northeast Region	Partner	Burgess, Tim	Southeast Region	
Bartak, Edward J	Central Region	Partner	Burkamper, Laura Ann	Central Region	051
Bartlett, Patrick	Southeast Region	Partner	Burke III, Robert M	Northeast Region	Partner
Bertman, Jean C	Central Region	Partner	Burke, Janette D	Southeast Region	Partner
Bartucca, Michael A	Northeast Region	Partner	Burquest, Patricia	Client Svc Support	Principal
Bassett, Scott A	Northeast Region	Partner	Burr, Tracy	Central Region	Partner
Beacom, Michael J	Central Region	Partner	Burner, Thomas	Southeast Region	Partner
Beal, James A	Central Region	014	Butler, Kerensa	Southeast Region	Partner
Beasley, Tyrone W	Central Region	307	Byman, James F	Northeast Region	Partner
Beck, Ronald Alan	Central Region	309	Cacurak, Scott	West Region	Partner
Becker, Brian J	Client Svc Support	953	Cadden, John D	Southeast Region	Partner
Becker, Maria	Client Svc Support	951	Caforio, Jonathan R	Great Lakes Region	Principal
Beelendorf, Douglas	Client Svc Support	951	Caicedo, Angelika M	West Region	Partner
Behringer, John	Great Lakes Region	541	Cain, Paul G	Central Region	Partner
Beil, Daniel	Southeast Region	520	Calafell, Robert	Northeast Region	Principal

Name	Region	Title	Name	Region	Title
Calamita, Paul L	Northeast Region	Partner	Davis, Keith J	Great Lakes Region	Partner
Callens, Robert J	Southeast Region	Partner	Davis, Susan L	Client Svc Support	Partner
Camacho, Ramon	Client Svc Support	Principal	Davissou, Richard A	Client Svc Support	Partner
Cannon, Wm Louis	Southeast Region	Partner	Dawson, Harold W	Firmwide Resources	Partner
Capistrano, Andrew C	Central Region	Partner	Day, Richard D	Client Svc Support	Partner
Cappelloni, Albert J	Northeast Region	Partner	de la Fe, Sergio	Southeast Region	Partner
Cardinal, Troy	Firmwide Resources	Principal	Decileo Jr, Joseph E	Northeast Region	Partner
Carney, Pat	West Region	Partner	Decker, Charles E	Client Svc Support	Partner
Carney, Shawn P	Great Lakes Region	Partner	DeFilio, Scott D	Northeast Region	Partner
Carr, Charles	Southeast Region	Partner	DeGrandis, Ron	Great Lakes Region	Partner
Carr, Robert	Southeast Region	Partner	DeHart, Charles J	Northeast Region	Partner
Carroll, Eric	Northeast Region	Partner	Dehner, Linda C	West Region	Partner
Carroll, Zachary	Central Region	Partner	Deiso, Phyllis	Southeast Region	Partner
Carter, James W	Central Region	Partner	Del Core, Thomas A	Central Region	Partner
Caruso, James J	Northeast Region	Partner	Del Ra, Catherine	Northeast Region	Partner
Casey, George	West Region	Principal	DeLuca, Albert J	Southeast Region	Partner
Cashin, James L	Northeast Region	Partner	Dempsey, Gregory	Northeast Region	Partner
Castle, Dara F	Southeast Region	Partner	Denney, James Jay	Central Region	Partner
Cataldo, Joseph	Great Lakes Region	Partner	Dennis, Mark	Southeast Region	Partner
Caturano, Richard	Firm Management	Partner	Denny, James H	Central Region	Partner
Cavallo, Christopher M	Northeast Region	Partner	DePhillips, Keith	Northeast Region	Principal
Ceci Jr., Anthony D	Northeast Region	Partner	Devine, Martin F	Great Lakes Region	Partner
Chabanel, Andre	Northeast Region	Partner	Devino, Gregory L	Southeast Region	Partner
Chaberski, Mark P	Great Lakes Region	Partner	DeWulf, Craig R	Central Region	Partner
Chaffin, Kenneth W	Central Region	Partner	DiGiusto, David A	Northeast Region	Partner
Chance, Mary Catherine	Central Region	Partner	Dimick III, William E	Central Region	Partner
Christner, Charles J	Great Lakes Region	Partner	Dimino, Thomas J	Northeast Region	Partner
Chugh, Gireesh	Northeast Region	Partner	Dingwall, Michael	Great Lakes Region	Partner
Churchill, Christina	Central Region	Principal	Dobranic, David M	Great Lakes Region	Partner
Chyllinski, Patrick	West Region	Principal	Doggett, Ty P	Central Region	Partner
Claraham, James D	Client Svc Support	Partner	Dombrowski, Robert A	Client Svc Support	Partner
Clark (Bistola), Christa	Northeast Region	Partner	Donaldson, Aaron R	Central Region	Principal
Clark, Joseph F	National Practices	Principal	Donatell, Hank	Central Region	Partner
Clontz Jr, Charles E	Southeast Region	Partner	Douvis, George	Great Lakes Region	Partner
Coakley, Terrence	Great Lakes Region	Partner	Dow, Stacy E	Northeast Region	Partner
Coffey, Allen R	Central Region	Partner	Draxler, Steven	Central Region	Partner
Coffland, Matthew	Southeast Region	Partner	Drollinger, Lenore L	West Region	Partner
Cohen, Allan H	Firmwide Resources	Partner	Dubois, Dominic S	Southeast Region	Partner
Coker, Angela E	Southeast Region	Partner	Dunlap, Randall W	Great Lakes Region	Partner
Cole, Monique L	Client Svc Support	Principal	Dunn, John A	Southeast Region	Partner
Collins, Korey Lee	Southeast Region	Partner	Dykes, Arthur J	Southeast Region	Partner
Complani, Frank T	Southeast Region	Partner	Eash, Robert E	Southeast Region	Partner
Condon III, Richard J	Client Svc Support	Partner	Edelhelt, Richard	Great Lakes Region	Partner
Conner, James R	Central Region	Partner	Edgar, Cameron M	Central Region	Partner
Conroy, Patrick J	Northeast Region	Partner	Edwardson, John M	Firmwide Resources	Partner
Corns, Steven	Southeast Region	Partner	Egbert, Allison H	Northeast Region	Partner
Couch, Michael George	Client Svc Support	Partner	Erin, Steven R	Northeast Region	Principal
Cowhey, Gregory	Northeast Region	Principal	Eto, Dwayne S	West Region	Partner
Cox, Lance S	Central Region	Partner	Evans, Edward W	Southeast Region	Partner
Craft III, H. Charles	Southeast Region	Partner	Evans, John F	Central Region	Partner
Creavy, LeeAnne W	National Practices	Principal	Evans, Joseph J	Great Lakes Region	Partner
Croft, Brenda M	West Region	Partner	Even, Loras Raymond	West Region	Principal
Cronauer, James J	Great Lakes Region	Partner	Fanelli, Michael	Northeast Region	Partner
Cummings, Richard M	Northeast Region	Partner	Farrell, Thomas M	Great Lakes Region	Partner
Curtright, Vincent A	Great Lakes Region	Partner	Feldman, David N	Northeast Region	Partner
Daeschner, Richard A	Great Lakes Region	Partner	Feldmann, Robert Raymond	Southeast Region	Partner
Dahl, Shawn	Northeast Region	Principal	Fell, Travis	Central Region	Partner
Davenport, Sam D	Great Lakes Region	Partner	Fennessy, Jason	Northeast Region	Principal

Name	Region	Title
Ferraro, Michael	Northeast Region	Partner
Ferreira, Thomas H	Northeast Region	Partner
Fesnak, Robert W	Northeast Region	Partner
Fields, Kathleen K	Central Region	Partner
Fischer, Charles J	Great Lakes Region	Partner
Fischer, Frederick L	Central Region	Partner
Flemmer, Jeffry D	Central Region	Partner
Fletcher, Michael	Southeast Region	Partner
Fleura, Shawn	Great Lakes Region	Partner
Foley, Charles M	Great Lakes Region	Partner
Foraste, Michael C	Northeast Region	Partner
Forde, Mark W	Southeast Region	Partner
Fortsch, Zachary A	Great Lakes Region	Partner
Foster, Rodney D	Central Region	Partner
Fox, Julie A.	Central Region	Partner
Fox, Michael	Great Lakes Region	Partner
Fraga, Santos Jr	Central Region	Partner
Frankel, David	Northeast Region	Partner
Franken, Galen Ross	Central Region	Partner
Frattasio, Robert A	Northeast Region	Partner
Friedman, Brett	Southeast Region	Partner
Frisbie, Hugh D	Central Region	Partner
Furmanski, Neil	Great Lakes Region	Partner
Furst, Kenneth W	Central Region	Partner
Gaffey, Daniel J	Northeast Region	Partner
Gaines, Mark	Great Lakes Region	Partner
Galivan, Karen	Great Lakes Region	Partner
Gallagher, Timothy M	Great Lakes Region	Partner
Gallegra, Vincent	Northeast Region	Partner
Gansen, Bryan R	Central Region	Partner
Garcia, Leslie G	Central Region	Partner
Gay, Mark	Southeast Region	Partner
Geopfert, Daimon	Client Svc Support	Principal
George, John	Great Lakes Region	Partner
Geschke, Steven J	Central Region	Partner
hazi, Tauseef	Central Region	Principal
Gibson, Kristina	Central Region	Partner
Gibson, Michael J	Central Region	Partner
Gidlow, Eric A	Central Region	Partner
Gilbert, Meredith A	Central Region	Partner
Gillespie, Patrick G	Northeast Region	Partner
Ginsburg, Noah	Great Lakes Region	Partner
Glazik, Robert Anthony	Great Lakes Region	Partner
Glynn, Robert	Great Lakes Region	Partner
Godwin, Armand A	Southeast Region	Partner
Goguen, Christopher	Northeast Region	Principal
Golebiowski, Rich	Northeast Region	Partner
Gorman, William J	Firm Management	Partner
Gradi, Steven	West Region	Partner
Graham, James G	Great Lakes Region	Principal
Greehan, Katie	Client Svc Support	Partner
Green, Thomas	Great Lakes Region	Partner
Greenwell, David T	Central Region	Partner
Greer, Michael S	West Region	Partner
Greif, Martin	Northeast Region	Partner
Greisch, James R	Central Region	Partner
Grell, Jeffrey	West Region	Principal
Griffin, David H	West Region	Partner

Name	Region	Title
Griffith, Steven R	Central Region	Partner
Gross, Guy M	Great Lakes Region	Partner
Grossman, Michael A	Central Region	Partner
Grossman, Michael J	Northeast Region	Principal
Grubb, Elizabeth B	Great Lakes Region	Partner
Gruidl, Nicholas P	Client Svc Support	Partner
Guill, Andrew	Central Region	Partner
Guirovich, Paul J	Northeast Region	Partner
Guo, Michael	Central Region	Partner
Haase, Phillip	Great Lakes Region	Principal
Hague, John T	Great Lakes Region	Partner
Haigler, Christopher S	Central Region	Partner
Hailey, Richard Wallace	Southeast Region	Partner
Haikitis, Michael J	Great Lakes Region	Partner
Hallemeier, Adam	National Practices	Partner
Hallick, Michael T	Central Region	Partner
Hanover, Christine A	Great Lakes Region	Partner
Harder, John	Southeast Region	Partner
Harp, Melissa A	Central Region	Principal
Hartema, Brett M	Central Region	Partner
Harvey, Mark	Great Lakes Region	Partner
Harvey, Matthew C	Central Region	Partner
Hasan, Hussain T	Great Lakes Region	Principal
Hassett, William	Great Lakes Region	Partner
Hawkins, Bert	West Region	Partner
Hayes, Vince	West Region	Partner
Head, Daniel	Southeast Region	Principal
Healey, Kathryn	Central Region	Partner
Hedden, Dale K	West Region	Partner
Heidt, Robert H	Southeast Region	Partner
Hemelt, Matthew E	Southeast Region	Partner
Hendren, Roger L	Central Region	Partner
Henson, Jeremy Steven	West Region	Partner
Hernandez, Carlos	Southeast Region	Partner
Hershberger, Brad L	Central Region	Partner
Hill, Bjorn S	Central Region	Principal
Hill, David	West Region	Partner
Hill, Jeffery A	Central Region	Partner
Hill, Tammy M	Great Lakes Region	Partner
Hillmann, Jon P	Central Region	Partner
Hirsh, Lawrence Mark	Great Lakes Region	Partner
Hirsh, Mitchell	Great Lakes Region	Partner
Hobkirk, Heidi	Central Region	Partner
Hoff, Melanie S	Northeast Region	Partner
Hoffman, Ryan J	West Region	Partner
Holland, Troy D	Great Lakes Region	Partner
Holmberg, Martin R	Great Lakes Region	Partner
Holmes, Brian D	Great Lakes Region	Principal
Homan, Brian	Southeast Region	Principal
Horaney, Michelle	Client Svc Support	Partner
Horn, William K	Central Region	Partner
Houle, Julie M	Northeast Region	Partner
Howard, Hugh R	Great Lakes Region	Partner
Hren, Brian	Central Region	Partner
Hudson, Melvin E	West Region	Partner
Humphries, John B	National Practices	Principal
Hurley, J. Ryan	Northeast Region	Partner
Hutter, Christian	Central Region	Principal

Name	Region	Title	Name	Region	Title
Isaac, Elliot	Northeast Region	Partner	Klintworth, David J	Great Lakes Region	Partner
Iyer, Kesavan R	Southeast Region	Principal	Knudson, James R	Central Region	Partner
Jackson, Todd A	Central Region	Partner	Koch, Timothy J	Great Lakes Region	Partner
Jacobson, Robert W	West Region	Principal	Kolodkin, Ronald	West Region	Partner
Jenkins, Andrew	Great Lakes Region	Partner	Koltun, Steven M	Great Lakes Region	Partner
Jenkins, Gary	Southeast Region	Partner	Kondisetty, Sudhir K	Northeast Region	Principal
Jenkins, Kenneth J	Great Lakes Region	Partner	Kopew, Steven P	Northeast Region	Partner
Ji, Yang Frank	Great Lakes Region	Partner	Kostick, Tasha Rae	West Region	Partner
Jirsa, Robert J	Southeast Region	Partner	Kot, Stan	Great Lakes Region	Partner
Joaquin, C Dean	West Region	Partner	Kothari, Kitesh	Northeast Region	Partner
Johannessen, Jeffrey	Client Svc Support	Partner	Kothmann, William S	Central Region	Partner
Johnson, Elizabeth	Central Region	Principal	Kracunas, William J	Northeast Region	Principal
Johnson, James	West Region	Partner	Kral, Mark E	Southeast Region	Partner
Johnson, Randolph L	Central Region	Partner	Kramer, Gary M	West Region	Partner
Johnson, Steven	Great Lakes Region	Partner	Kreiner, Chaim H	Great Lakes Region	Partner
Johnson, Steven R	Central Region	Partner	Krezek, James A	Central Region	Partner
Jones, Brandon K	Central Region	Partner	Kruse, Ross	Southeast Region	Principal
Jones, Christopher	Central Region	Principal	Kultgen, Mark	Great Lakes Region	Partner
Jones, Paul R	Great Lakes Region	Partner	Kurek, Karen L	Great Lakes Region	Partner
Jong, Karen W	West Region	Partner	Kwiatek, Harlan J	Northeast Region	Partner
Jorth, Bruce J	Firmwide Resources	Partner	LaDue, Christopher K	Northeast Region	Principal
Jugan, Steve	Northeast Region	Partner	LaFrance, Steven W	Great Lakes Region	Partner
Juliana, Michele	Northeast Region	Principal	Lambrix, Gary R	West Region	Partner
Kaczmarek, Joe	Great Lakes Region	Partner	Lamkin, Kathleen P	Firmwide Resources	Principal
Kadavy, James M	Firm Management	Partner	Lamothe, Marc P	Northeast Region	Partner
Kain, Theresa A	West Region	Principal	Landau, Gerald	Northeast Region	Partner
Kaiser, John	Great Lakes Region	Partner	Langley Jr, Robert P	Northeast Region	Partner
Kalic, Loraine A	Great Lakes Region	Partner	Lanza, John	Northeast Region	Partner
Kalla, Jennifer A	Central Region	Partner	Lapidus, Carol C	Northeast Region	Partner
Kastenschmidt, Robert	Client Svc Support	Partner	Lauritsen, Kaye A	West Region	Partner
Kathe, Shari L	Great Lakes Region	Partner	Le Bihan, Franck	Client Svc Support	Principal
Katz, Jen	Northeast Region	Partner	Leblanc, Larry L	Great Lakes Region	Partner
Kaufman, Gabrielle	Southeast Region	Partner	Lee, Jr., Ronald Wendell	Southeast Region	Partner
Kautler, David	Client Svc Support	Partner	Lee, Peter	West Region	Partner
Kawecki, Richard	Southeast Region	Principal	Lee, Susan	West Region	Partner
Keating, Sean	Northeast Region	Partner	Leffler, William H	Southeast Region	Partner
Kelley, Steve	Great Lakes Region	Principal	Leitzen, Valerie	Great Lakes Region	Partner
Kellogg, Jason J	Central Region	Partner	Lemke, Eric	Great Lakes Region	Partner
Kelly, Raymond	Northeast Region	Partner	LeMond, Ryan T	West Region	Partner
Keninger, Korey C	Central Region	Partner	Lemons, Dean M	Central Region	Principal
Kennedy, Krisli	Central Region	Partner	Lenz, Thomas C	Great Lakes Region	Partner
Kenney, Matthew A	Central Region	Principal	Levenson, Daniel F	Great Lakes Region	Partner
Kent, Ronald D	West Region	Partner	Leyden, Thomas	West Region	Partner
Kessel, Morton	Great Lakes Region	Partner	Li, Virginia Way-Jen	Central Region	Partner
Kettler, Joshua N	Central Region	Principal	Lidel, Jamie	West Region	Partner
Keyler, Lawrence	Great Lakes Region	Partner	Lindamood, Alex	Southeast Region	Partner
Kiehl, Gregg	Southeast Region	Partner	Linders, Martina	Great Lakes Region	Partner
Kiel, Paul F	Northeast Region	Partner	Lipari, Donald	Northeast Region	Partner
Kiley Jr., Paul C	Northeast Region	Partner	Lisi, John	Southeast Region	Partner
Kimball, J. Scott	Great Lakes Region	Partner	Lockwood, Debra K	Southeast Region	Partner
Kinslow, Joseph S	Southeast Region	Partner	Logan, Marc	Northeast Region	Partner
Kirkell, Brian	Client Svc Support	Principal	Logan, Robert M	Central Region	Partner
Kirley, Thomas Michael	Firm Management	Partner	Lonsdale, Patrick M	Central Region	Partner
Kirn, Steven	Northeast Region	Partner	Lord, Sara	Client Svc Support	Partner
Kirsh, Michael A	Northeast Region	Partner	Lorusso, Mark	Northeast Region	Partner
Kissell, Gerald B	Central Region	Partner	Loudermilk, Jay	Great Lakes Region	Partner
Kitchen, Patrick	Great Lakes Region	Partner	Lundberg, Michael D	Client Svc Support	Partner
Klimkowski, James	Great Lakes Region	Principal	Luzi, David S	Great Lakes Region	Partner

Name	Region	Title
Machara, Joseph	Great Lakes Region	Partner
Mack, Christine T	Central Region	Partner
Mackenzie, Christopher J	Northeast Region	Partner
Mackey, Scott	Northeast Region	Partner
Macora, Stanley	Northeast Region	Partner
Maddux, Gregory A	Central Region	Partner
Maginley, Donovan	Southeast Region	Partner
Mahoney Jr., Joseph E	Northeast Region	Partner
Mahoney, William III P	Northeast Region	Partner
Majer, John	Southeast Region	Partner
Malone, Andrew J	Northeast Region	Partner
Mansk, James Kenneth	Great Lakes Region	Partner
Mantas, John H	Northeast Region	Partner
Marcotte, Milton J	Client Svc Support	Partner
Mardis, Jeffrey T	Southeast Region	Partner
Margolis, Barry H	Central Region	Partner
Margossian, Raffi	West Region	Partner
Marinacci, Thomas P	Northeast Region	Partner
Marker, Jeffrey	Central Region	Principal
Marrano, Brian C	Great Lakes Region	Partner
Marshall, Brian	Client Svc Support	Partner
Marshburn, Morris R	Southeast Region	Partner
Martin, Garrick L	Southeast Region	Partner
Martin, Jerome J	Central Region	Partner
Matinelli, Susan	Northeast Region	Partner
Marvel, Paul J	Northeast Region	Partner
Mascareno, Samuel	West Region	Partner
Mason, Craig J	Southeast Region	Partner
Massmann, Lance Walter	Central Region	Partner
Matheny, James Stephen	Southeast Region	Partner
Matson, Patricia	National Practices	Principal
Matthys, Ryan	Great Lakes Region	Partner
Matz, Randy	Client Svc Support	Principal
Maves, Brandon M	Central Region	Partner
Mayhew, Keith R	Southeast Region	Principal
Mazza, Joseph D	West Region	Partner
McAuliffe, R Bruce	Great Lakes Region	Partner
McCann, Steven J	Central Region	Partner
McCarragher, Joseph D	Central Region	Partner
McClelland, Stephen	Northeast Region	Partner
McConnell, Paige M	West Region	Partner
McCourt, John G	Southeast Region	Partner
McDonald, Robert Joseph	Northeast Region	Partner
McLemore, Lisa A	Northeast Region	Principal
McNeal, Timothy D	Central Region	Partner
McParland, John	Northeast Region	Partner
Meconi, Will	Northeast Region	Partner
Megahee, Laura	Southeast Region	Partner
Meier, Kurt	Central Region	Principal
Menaker, Steven Alan	Southeast Region	Partner
Meritt, Brian S	Southeast Region	Partner
Metzger, Moshe	Northeast Region	Partner
Meyer, Joel	Great Lakes Region	Partner
Milewski, Thomas A	Great Lakes Region	Partner
Miller, Brad	Great Lakes Region	Partner
Miller, Faye	Client Svc Support	Partner
Miller, Jon	Southeast Region	Principal
Miller, Kenneth L	Central Region	Partner

Name	Region	Title
Millmann, Daniel C	Great Lakes Region	Partner
Miskell, Mark W	Great Lakes Region	Partner
Moeller, Jay J	Great Lakes Region	Partner
Moenck, Jan M	National Practices	Principal
Monaghan, Michael P	Southeast Region	Partner
Moore, Jim	Central Region	Partner
Moore, Robert B	Great Lakes Region	Partner
Morgan, Bryce W	West Region	Partner
Moritz, Timothy E	Great Lakes Region	Partner
Morton, James F	Client Svc Support	Partner
Mulloy, Patrick	Northeast Region	Partner
Mulvey, Peter T	Great Lakes Region	Partner
Muratovic, Haslan	Northeast Region	Partner
Murphy Hirata, Patricia	West Region	Partner
Murphy, Christopher M	Great Lakes Region	Partner
Murphy, Craig A	Central Region	Partner
Musi, Gennaro	Northeast Region	Partner
Nafziger, Michael	Central Region	Principal
Nahom, Robert	West Region	Partner
Nahorski, James R	Central Region	Partner
Natalucci, Gregory P	Northeast Region	Partner
Natenstedt, Donald E	Client Svc Support	Partner
Nedder, Ernest J	Client Svc Support	Partner
Nelson, Bryan	Central Region	Principal
Nelson, Michael V	Central Region	Partner
Neumann, Roger L	Central Region	Partner
Newman, Phillip	Southeast Region	Partner
Nichols, K. Michael	Great Lakes Region	Partner
Nichols, Martin	Central Region	Principal
Nichols, Richard	Northeast Region	Partner
Nickel, Jamie S	Central Region	Partner
Nicolopoulos, John	Northeast Region	Partner
Niden, Henry	Southeast Region	Partner
Nietzel, Terri L	Great Lakes Region	Partner
Nilges, Dennis P	Central Region	Partner
Nockels, Paul J	Great Lakes Region	Partner
Noonan, David	Client Svc Support	Principal
Norfleet, James	Northeast Region	Partner
Notley, Robert M	Central Region	Partner
Nudelman, Mendel	Client Svc Support	Partner
Nunez, Alfonso	West Region	Partner
O'Brien, Michael W	Central Region	Partner
O'Brien, William J	Great Lakes Region	Partner
O'Connor, Douglas J	Great Lakes Region	Partner
Oeth, David R	Central Region	Partner
O'Hare, Ken	West Region	Partner
Ohliger, Teri A	Northeast Region	Partner
O'Leary, Richard A	West Region	Partner
O'Leary, Thomas	Southeast Region	Partner
Opheim, Douglas W	Firm Management	Partner
Opland, Gordon L	Central Region	Principal
Parish, Steven	Southeast Region	Principal
Passaglia, Linda	Great Lakes Region	Partner
Paul, Alan D	Northeast Region	Partner
Pavano, Carrie A	West Region	Partner
Peikes, Rebecca	Northeast Region	Partner
Peltz, Scott	Client Svc Support	Partner
Perez, Eric	Northeast Region	Partner

Name	Region	Title
Perez, Joel	Central Region	Partner
Perez, Patricio J	Southeast Region	Partner
Peterson, David B	Great Lakes Region	Partner
Petrus, William J	Great Lakes Region	Partner
Phipps, Jeannette I	Central Region	Partner
Pierce, Christopher M	Central Region	Partner
Pierson, Ronald G	West Region	Partner
Pleiman, Todd P	Great Lakes Region	Partner
Plutzer, Robert	Northeast Region	Partner
Pornoy, Karen	Great Lakes Region	Partner
Pottratz, Michael	Great Lakes Region	Partner
Price, Dean R	Central Region	Partner
Prien, Kevin K	Central Region	Partner
Prillaman, Jacquelyn	Southeast Region	Partner
Prophet, Melissa G	Central Region	Partner
Prough, Roger L	Great Lakes Region	Partner
Radford, Michael	Southeast Region	Partner
Radke, Craig T	Southeast Region	Partner
Ragan, Randy A	Great Lakes Region	Partner
Randles, Gary R	Great Lakes Region	Partner
Rale Jr, Richard A	Southeast Region	Partner
Reagan, Kevin	West Region	Partner
Reffner, Karen L	West Region	Partner
Reimann, Rod	National Practices	Principal
Rennie, Marcia	Northeast Region	Partner
Reto, Joyce	Southeast Region	Partner
Ricchezza, Joseph R	Northeast Region	Partner
Richardson, James L	Southeast Region	Partner
Richardson, James M	Central Region	Partner
Riddle, Steven D	Central Region	Principal
Ridenour, Craig	Southeast Region	Partner
Rilling, John	Northeast Region	Partner
Rios, Raul	Central Region	Partner
Ritchie, Scott	West Region	Partner
Ritsche, Mark A	Central Region	Partner
Roeder, Susan L	Northeast Region	Partner
Romano, John J	Central Region	Partner
Romano, Michael T	Northeast Region	Partner
Rominger, Jack L	Client Svc Support	Partner
Roozeboom, Douglas T	Central Region	Partner
Rosenfeld, Diego	Northeast Region	Principal
Rosenthal, Barry	Great Lakes Region	Partner
Ross, Jeffrey A	Southeast Region	Partner
Rolla, Matthew Joseph	Great Lakes Region	Partner
Rourick, Thomas J	Central Region	Partner
Routh, Daniel James	Central Region	Partner
Rubischko, Jeremy D	Central Region	Partner
Rucker, Brandon T	Southeast Region	Partner
Ruey, Nathaniel J	Great Lakes Region	Partner
Russell, Tod	Southeast Region	Partner
Salmons, James B	Central Region	Partner
Sancewich, Wendy M	West Region	Partner
Sanders, Jamie	Central Region	Partner
Sanderson, Colin	Northeast Region	Partner
Sandler, Eric	Northeast Region	Partner
Sannella, Louis J	Northeast Region	Partner
Santori, Mary Beth	Central Region	Partner
Sasse, Danise A	Great Lakes Region	Partner

Name	Region	Title
Saunders, Rodney L	Southeast Region	Partner
Savva, Elisavet M	Southeast Region	Partner
Scalliti, Matthew	Northeast Region	Partner
Scharenbroch, Carl L	Great Lakes Region	Partner
Schena, Robert J	Northeast Region	Partner
Schmidt, Robert	West Region	Principal
Schneidman, Byron	Great Lakes Region	Partner
Schnell, Thomas M	Great Lakes Region	Partner
Schoenauer, Steven R	Central Region	Partner
Schoster, Kenneth J	Great Lakes Region	Partner
Schroeder, Kathleen O	Central Region	Partner
Schulman, Jay	Great Lakes Region	Principal
Schulte, Jon P	Central Region	Partner
Schwartz, Michael A	Great Lakes Region	Principal
Schwartz, Terry	West Region	Partner
Sciarappa, Donna M	Great Lakes Region	Partner
Score, Douglas O	Central Region	Partner
Scudder, David	Firm Management	Partner
Seaton, Jennifer	Great Lakes Region	Partner
Sedwick, Melna Lynn	Southeast Region	Partner
Seidel, Jeffry B	Client Svc Support	Partner
Seiler, David J	Great Lakes Region	Partner
Seitz, Kate	Great Lakes Region	Partner
Sekhri, Vikas	Northeast Region	Partner
Sengstock, Dean A	Southeast Region	Partner
Sevier, Jason	Southeast Region	Partner
Sewell, Marc D	Central Region	Partner
Shah, Kislay	Northeast Region	Partner
Shaker, Christopher	Northeast Region	Partner
Shamon, Joel F	Northeast Region	Partner
Sharique, Nazif	Central Region	Partner
Sharp, Kristi	Central Region	Partner
Shaw, Patrick T	Great Lakes Region	Partner
Shaw, Thomas J	Great Lakes Region	Partner
Shear, Eugene	Northeast Region	Partner
Sheeley, Stacey	Northeast Region	Partner
Sheridan, Rebecca T	Central Region	Partner
Shlinger, Harry	Northeast Region	Partner
Shriner, Richard	Southeast Region	Principal
Shumovich, Daniel G	West Region	Principal
Sibley, Jason A	Central Region	Partner
Siebrasse, Paul B	Central Region	Principal
Siegel, Charles Mitchell	Northeast Region	Partner
Siegel, Terri T	Central Region	Partner
Silver, David	Southeast Region	Partner
Simms, George	Southeast Region	Partner
Simonson, Beryl D	Northeast Region	Partner
Sims, Leslie A	Central Region	Partner
Singer, Cristin	Northeast Region	Partner
Sink, James L	Southeast Region	Principal
Sisler, Melissa R	Central Region	Partner
Sjoholm, Joseph P	Northeast Region	Partner
Sloan, Kirk	West Region	Principal
Smaroff, Duke G	Great Lakes Region	Partner
Smith, David N	Southeast Region	Partner
Smith, Debra	Central Region	Principal
Smith, James M	Central Region	Partner
Smith, Kevin M	Central Region	Partner

Name	Region	Title
Smith, Michael D	Northeast Region	Partner
Smith, Roger K	Central Region	Partner
Sneeringer, Thomas J	Southeast Region	Partner
Snyder, Mark L	Southeast Region	Partner
Sobhy, Mohamed	West Region	Partner
Sokolowski, Christopher J	Great Lakes Region	Partner
Spencer, Margaret C	National Practices	Principal
Spigelman, Alan Howard	Great Lakes Region	Partner
Spizman, William D	Great Lakes Region	Partner
Sponsel, Elizabeth	Central Region	Partner
Sprague, David B	Central Region	Partner
Spreitzer, James B	Central Region	Partner
Sprenger, Steven S	Central Region	Principal
Sproull, John Patrick	Southeast Region	Partner
Sprouse, Lester F	Central Region	Partner
St. Germain, Jim E	Northeast Region	Principal
Stackpole, Leslie B	West Region	Partner
Stallard, Justin D	Great Lakes Region	Partner
Steinberg, Joel	Client Svc Support	Partner
Sterling, David A	Great Lakes Region	Partner
Steward, Daniel P	Great Lakes Region	Partner
Stewart, Stephen S	Southeast Region	Partner
Stilo, V Todd	Northeast Region	Partner
Stocks, James	Great Lakes Region	Principal
Stoettner, Robert E	Great Lakes Region	Partner
Stoneburner, Keith Lee	Central Region	Partner
Strauss, Amanda Claire	Central Region	Partner
Strimber, Mark	Northeast Region	Principal
Strype, Michael P	Northeast Region	Partner
Stuart, Richard	Client Svc Support	Partner
Sturisky, Gary	Client Svc Support	Partner
Sunder Raj, Kartik	West Region	Partner
Susswein, Donald Benjamin	Client Svc Support	Principal
Swanson, Andrew C	Central Region	Partner
Sweeney, James P	Southeast Region	Partner
Talcoff, Mathew D	Northeast Region	Partner
Tambor, Yaakov	Northeast Region	Partner
Tasel, Murat	Southeast Region	Partner
Tassitano, Tamara K	Southeast Region	Partner
Taub, Stuart	Northeast Region	Partner
Ten Pas, Harlan M	Great Lakes Region	Partner
Thomas-beck, Kathleen M	Southeast Region	Partner
Tickner, Benjamin	Northeast Region	Principal
Ticknor, Matthew M	Central Region	Partner
Tiefenthaler, Tim J	West Region	Partner
Tomaw, Mark A	Great Lakes Region	Partner
Topinka, Jolene A	Central Region	Principal
Topp, Corey A	Central Region	Partner
Tracy, Mitchell P	National Practices	Principal
Trager, Michael H	Northeast Region	Partner
Tramp, Chad P	Central Region	Partner
Tritabaugh, Adam W.	Central Region	Partner
Tucker, Richard J	Southeast Region	Partner
Tunning, Marty J	Central Region	Partner
Tutor, Matt	West Region	Partner
Umphress, Victoria Y	West Region	Partner
Underwood, Douglas W	Central Region	Principal
Urban, Anthony A	Central Region	Principal

Name	Region	Title
Valderrama, James	Great Lakes Region	Partner
Valentine, Gretchen L	West Region	Partner
Van Wat, David	West Region	Partner
Vance, Patrick M	Central Region	Principal
Vandenberghe, Daniel A	Central Region	Partner
VanDyre, Rochelle Ann	Firmwide Resources	Partner
Vanlandingham, Scott D	Southeast Region	Principal
Vannucci, Kevin T	Northeast Region	Partner
Varga, Gerald	West Region	Partner
Verdick, Martin E	Great Lakes Region	Partner
Vergo, Michael J	Southeast Region	Partner
Vetter, Greg	Northeast Region	Principal
Vial, Paul R	Central Region	Partner
Vitale, Leslie P	Northeast Region	Partner
Vogelsang, William	West Region	Partner
Voigt, Lee A	Central Region	Principal
Volpe, Ralph A	Northeast Region	Partner
Wagner, Jr, Horace	Southeast Region	Partner
Wagner, Robert E	Southeast Region	Partner
Walch, James M	Client Svc Support	Partner
Walker, Patrice	West Region	Principal
Wall, Daniel M	Great Lakes Region	Partner
Wallace, Keith T	Southeast Region	Partner
Wailgren, Donald	Central Region	Partner
Walzl, Scott	Great Lakes Region	Partner
Warley, Carol G	Central Region	Partner
Warren, Andrew	Northeast Region	Partner
Wasserman, Philip M	Northeast Region	Partner
Waterman, Jonathan A	Great Lakes Region	Partner
Waters, Sarah	Great Lakes Region	Partner
Watkins, Larry W	Southeast Region	Partner
Watson, James A	Southeast Region	Partner
Watson, Michael P	Great Lakes Region	Principal
Wax, Laurie F	Northeast Region	Partner
Webber, Lacey, Sara	National Practices	Principal
Weber Jr, Eugene A	Southeast Region	Partner
Weber, John	Client Svc Support	Partner
Weber, Michael B	Northeast Region	Partner
Weber, Ryan J	Central Region	Partner
Wehrheim, Richard D.	Central Region	Partner
Weil, Lyne	Great Lakes Region	Partner
Wells, William E	West Region	Partner
Wernimant, Chad M	Central Region	Partner
West, John C	Southeast Region	Partner
Wetzel, Daniel	Central Region	Partner
Wheador, Daniel J	Northeast Region	Partner
Wheat, Mandy	Southeast Region	Partner
Whelan, Daniel	Southeast Region	Partner
Whetstone, Tracy	Client Svc Support	Partner
Wickwire, Craig D.	West Region	Partner
Wilgenbusch, Scott	Great Lakes Region	Partner
Wilkins, Thomas Lee	Southeast Region	Partner
Wilks, Skad W	Southeast Region	Partner
Williams, Colleen A	Northeast Region	Partner
Williams, Dana C	West Region	Partner
Williams, Jeffrey G	Southeast Region	Partner
Williams, Michael F	Central Region	Partner
Wilson, Jerry	Southeast Region	Partner

Name	Region	Title
Wilson, Lisa T	West Region	Partner
Wilson, Peter S	Firmwide Resources	Partner
Wilson, Scott H.	Southeast Region	Partner
Wilson-Jones, Darcella A	West Region	Partner
Wiltgen, Karen	Great Lakes Region	Principal
Windlinger, John R	Great Lakes Region	Partner
Windram, Thomas	Client Svc Support	Partner
Wingata, Martin	Southeast Region	Partner
Wischmeyer Jr, Thomas A	Great Lakes Region	Partner
Wiskus, Jennifer	West Region	Partner
Woell, James M	Central Region	Partner
Wood, Anthony	Client Svc Support	Principal
Wood, Christian	Client Svc Support	Principal
Wood, David	Great Lakes Region	Partner
Woodworth, William J	West Region	Partner
Worden, Clay	Southeast Region	Partner
Wories, Craig	Great Lakes Region	Partner
Wozniczka, John	Great Lakes Region	Partner
Wright, John E	Central Region	Partner
Wright, Rodlee J	Northeast Region	Partner
Wright, Thomas M	Central Region	Partner
Wright, Tom D	Central Region	Partner
Wunder, Nichole	Northeast Region	Partner
Yager, Jeffrey H	Northeast Region	Partner
Yonowitz, Arthur	Southeast Region	Partner
York, Sherri Holbrook	Southeast Region	Partner
Zabel, Jeremy D	Central Region	Partner
Zagar, Teresa	Great Lakes Region	Partner
Zalick, John P	Great Lakes Region	Partner
Zell, Bryan A	West Region	Partner
Zanderson, Jason V	Central Region	Partner
Zompa, Nicole	Northeast Region	Partner
Zwart, Jeremy D	Central Region	Partner

Name	Region	Title
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COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Linda S. Abernethy

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

Signature

Linda.abernethy@rsmus.com

E-mail address

Partner

Title

Date

847.413.6248

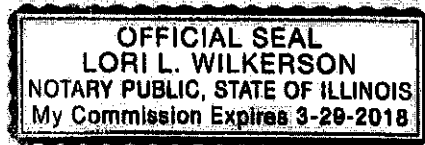
Phone Number

Subscribed to and sworn before me
this 5th day of Oct, 2016

My commission expires:

x Lori L Wilkerson
Notary Public Signature

3-29-2018
Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

CONTRACT NO. 1530-15177

**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: Linda S. Abernethy

Address of Person Doing Business with the County: One South Wacker Drive, Chicago, IL 60606

Phone number of Person Doing Business with the County: 847.413.6248

Email address of Person Doing Business with the County: Linda.abernethy@rsmus.com

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

Linda S. Abernethy, Partner 847.413.6248 Linda.abernethy@rsmus.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1530-15177

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4,998,720

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: _____

Nicole Large, Senior Contract Negotiator 312.603.6831 Nicole.large@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Lawrence Wilson, Comptroller 312.603.5621 Lawrence.wilson@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

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

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

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.

Ynda S. Apurthy
Signature of Recipient

10/4/2016
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: 1530-15177

County Using Agency (requesting Procurement): Comptroller's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): RSM US LLP

Substantial Owner Complete Name: No substantial owners

FEIN# 42-0714325

Date of Birth: _____

E-mail address: _____

Street Address: One South Wacker Drive

City: Chicago

State: IL Zip: 60606

Home Phone: (847) 517 - 7070

Driver's License No: _____

III. Compliance with Wage Laws:

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

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

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

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

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

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: Linda S Abernethy Date: 10/15/2016

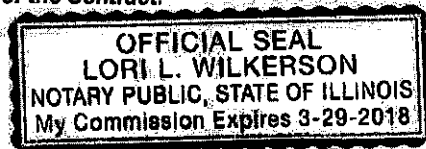
Name of Person signing (Print): Linda S. Abernethy Title: Partner

Subscribed and sworn to before me this 5th day of October 2016

x Lori L Wilkerson
 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 COPIES

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

Execution by Corporation

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

Execution by LLC

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

Execution by Partnership/Joint Venture

RSM US LLP	Linda S. Abernethy <i>Linda S Abernethy</i>
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
10/5/2016	847.413.6248 Linda.abernethy@rsmus.com
Date	Telephone and Email

Execution by Sole Proprietorship

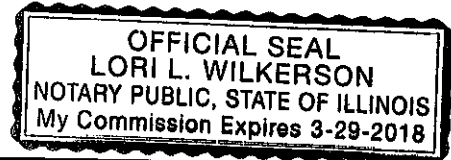
Printed Name and Signature	Date
Telephone	Email

Subscribed and sworn to before me this
 5th day of October, 2016.

Lori L Wilkerson
 Notary Public Signature

My commission expires:
 3-29-18

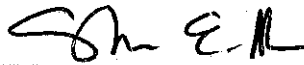
Notary Seal



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 1 DAY OF November, 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

1530-15177

OR

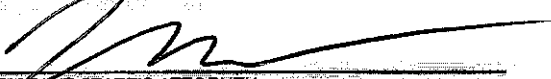
ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 4,998,720

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

10/21/16

Date

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 26 2016