

**PROFESSIONAL SERVICES AGREEMENT**

**HEALTH & GROUP BENEFITS CONSULTING**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**Department of Risk Management & Bureau of Human Resources**

**AND**

**PRICEWATERHOUSECOOPERS LLP**

**CONTRACT NO. 1430-13181**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUL 23 2014**

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# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
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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 PricewaterhouseCoopers 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 \_\_\_\_\_, 2014 as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Health & Group Benefits Consulting. 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.*

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 Department require the approval of the Chief Procurement Officer and Consultant in a written modification 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.

**"Department"** means the Cook County Using Department.

**"PwC Subcontractors"** means the third parties described in Article 3(k) of this Agreement

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

**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 table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

### ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

#### a) Scope of Services

Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide are 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, specifically identified in Exhibit 1 such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

As provided below, 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.

Receipt of a Deliverable occurs when the Deliverable is provided to the County. Absent written notification of non-acceptance from the County within thirty (30) days of receipt, Deliverables will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such Deliverable has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Consultant to determine why such Deliverable is unacceptable, Consultant may request in writing that the County provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such Deliverable by the County. Within fifteen (15) days' of receipt of the County's notice, Consultant shall, at its option, either correct the problems in such Deliverable or present the County with a plan to fix such problems within a reasonable period of time under the circumstances. The Deliverable shall be deemed accepted by the County after comments have been incorporated and the Deliverable re-submitted. Acceptance by the County shall not be unreasonably withheld. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

#### c) Standard of Performance

Consultant shall perform the Services under this Agreement in a professional manner in accordance with the applicable American Institute of Certified Public Accountants ("AICPA") guidelines.

Consultant has the professional experience and expertise to provide the necessary services and perform in accordance with the terms and conditions as set forth in this Agreement. All Deliverables must be prepared in a form and content satisfactory to the Department 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. 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 Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

**iii) Salaries and Wages**

Consultant and Subcontractors 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's 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. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, 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 Section 1 of the Economic Disclosure Statement.

**f) Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement. Consultant will maintain the following policies of insurance at its own expense with insurers maintaining an AM Best Rating of A- VIII or higher (all amounts are in US dollars):

- i) Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.
- ii) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- iii) Business Automobile Liability Insurance for non-owned and hired automobiles with combined single limits of \$1,000,000; and
- iv) Professional Indemnity (errors & omissions) Insurance with limits of \$2,000,000 per claim and in the aggregate.

Consultant agrees to name the County as an additional insured on the commercial general liability policy. The commercial general liability and business automobile liability policies will be primary and non-contributory to any insurance coverage carried by the County for claims that arise out of Consultant's negligence. Consultant will submit certificates of insurance to the County prior to beginning work. Consultant will endeavor to provide County with 30 calendar days' prior notice of cancellation to the policies listed above.

**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 amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property arising out of or incident to the performance or nonperformance of the Agreement by the Consultant, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any 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.

Such indemnification shall be conditioned upon the County promptly notifying the Consultant, in writing, of any such claim, permitting the Consultant the sole authority to settle or defend the claim (including selection of defense counsel) and reasonably cooperating with the Consultant in the defense and settlement thereof.

**h) Confidentiality and Ownership of Documents**

The Consultant and any PwC Subcontractors shall comply with the following confidentiality obligations. "Confidential Information" means non-public information marked "confidential" or "proprietary" or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by the County or on its behalf. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Contract or may be lawfully obtained by a party from a non-party; or (v) is required to be disclosed pursuant to the Freedom of Information Act, 5 ILCS 140/1. Consultant and any PwC Subcontractors will protect Confidential Information using reasonable measures commensurate with those that the Consultant uses to protect its own confidential information. Consultant and any PwC Subcontractors may use or disclose the Confidential Information to perform the Services, or as permitted in this Agreement, or as requested or directed by the County, or as required by applicable law, statute, rule, regulation or professional standard. Consultant and any PwC Subcontractors will not otherwise disclose Confidential Information to third parties without the County's prior consent. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of

process), or by professional standards, the party to which the request for disclosure is made shall (other than in connection with government audits, investigations, or supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the County with prior written notice (to the extent permissible by law) thereof and, if practicable under the circumstances, allow the County to seek a restraining order or other appropriate relief.

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 Contractor 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 Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

Notwithstanding the prior requirements, the Consultant will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, methodologies, tools, techniques or other intellectual property (including a non-client specific version of any reports) which the Consultant may have discovered or created as a result of the Services

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor 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.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, 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 Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

Should the County's use of Deliverables be determined to have infringed, or if, in Consultant's judgment, such use is likely to be infringing, Consultant may, at its option: (i) procure for the County the right to continue using such Deliverables provided, or (ii) replace or modify the Deliverables to make their use non-infringing while yielding substantially equivalent results. This

infringement indemnity does not cover claims arising from: (i) the combination of Deliverables with products or services not provided by Consultant; (ii) the modification of Deliverables by any person other than Consultant; (iii) Deliverables complying with or based upon information, specifications or designs provided by or at the County's direction; or (iv) use of Services and/or Deliverables in a manner not permitted under the Agreement.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor'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 Contractor 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 Agreement, have access and the right to examine the timesheets, expense reports, and additional expense documentation that support Consultant's billings as well as any Deliverables or documents relied on by Contractor to develop its Deliverables. The Contractor 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 the timesheets, expense reports, and additional expense documentation that support subcontractor's billings as well as any records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor 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 Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor 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 Contractor 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, Contractor 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**

Except as provided below, this Agreement once awarded shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, and such approval shall not be unreasonably withheld.

In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor 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 Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor 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. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor 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 Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor 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 Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor'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 Contractor is

uncertain whether a disclosure is required under this Section, the Contractor 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 contractors and subcontractors of the Contractor 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.

Consultant is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of Consultant, the "Other PwC Firms"). Consultant may draw on the resources of and/or subcontract to its subsidiaries and the Other PwC Firms in support of the Services and/or third party contractors and subcontractors for internal, administrative and/or regulatory compliance purposes, within or outside of the United States (each, a "PwC Subcontractor"). The County agrees that Consultant may provide information Consultant receives in connection with this Agreement to the PwC Subcontractors for such purposes. Consultant will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. Amounts billed for services performed by Consultant or the PwC Subcontractors shall be considered fees and not expenses and will be billed at rates determined by Consultant based upon experience, skill and other factors or as otherwise agreed by the parties. The PwC Subcontractors and their and Consultant's respective partners, principals or employees (collectively the "Beneficiaries") shall have no liability or obligations arising out of this Agreement. The County agrees to: (i) bring any claim or other legal proceeding of any nature arising from the Services against Consultant and not against the Beneficiaries. Consultant disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While Consultant is entering into this Agreement on its own behalf, this section also is intended for the benefit of the Beneficiaries.

#### **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 August 1, 2014 ("**Effective Date**") and continue until July 31, 2017 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 the failure of Consultant to comply with the time limits described in this Agreement may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or 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. Provided, however, that the parties will use their best efforts to mutually agree to an equitable extension of time for delivery of the Consultant's Services and Deliverables.

##### **c) Agreement Extension Option**

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

#### **ARTICLE 5) COMPENSATION**

##### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached

Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the price provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**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-9998-2013-05.

**f) Price Reduction  
(Intentionally Removed)**

**g) Contractor Credits**

To the extent the Contractor 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 department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

In the event of any dispute or claim arising under or in connection with the Agreement, including a dispute regarding an alleged breach of the Agreement, one party shall notify the other party in writing of the dispute (the "*Dispute*"). The parties shall work together in good faith first to resolve informally the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.

Bona fide disputes shall be subject to the following. The dispute shall be filed by the complaining party in writing with the first tier and, unless resolved, will be escalated according to the time frame below.

<u>CONSULTANT</u>	<u>CUSTOMER</u>	<u>TIME TO ADDRESS</u>
Business Unit Leader	Chief Procurement Officer	30 days
Engagement Leader	Chief Procurement Officer	15 days

If no resolution can be mutually agreed to, the complaining party may then avail themselves of any remedies in law or as set forth in this Agreement. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Agreement. Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in this Agreement during any dispute resolution proceeding unless otherwise mutually agreed to by the parties in writing

**ARTICLE 7) COMPLIANCE WITH ALL LAWS**

The Contractor 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 Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor 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 have 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  
(Intentionally Omitted)**

d) **Business Documents  
(Intentionally Omitted)**

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) Consistent with Consultant's proposal, the Consultant principal signing below covenants that, to the best of her knowledge upon reasonable investigation, Consultant and its Subcontractors (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will promptly disclose to the County 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) 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.

iv) 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.

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

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

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

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

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

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

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

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

#### **b) Remedies**

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right to withhold twenty-five (25) percent of future payments to Consultant under this Agreement pending final adjudication of the dispute;
- iv) 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.

Notwithstanding any other provision in this Agreement and except to the extent finally determined to have resulted from Consultant's gross negligence or intentional misconduct or under its indemnification obligations in Article 3(g), Consultant's aggregate liability for all claims, losses, liabilities or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to the greater of no more than two (2) times the total amount of fees paid to Consultant for the particular service giving rise to the liability under the Agreement or \$1,000,000.00 (USD). In addition, Consultant will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Any damages assessed against the County in a court of competent jurisdiction caused by Consultant shall be deemed direct damages for purposes of this provision. Also, Consultant shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by the County.

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) **Right to Offset  
(Intentionally Omitted)**

f.) **Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. Neither party shall be liable to the other for any delay or failure to perform the Services nor obligations set forth in this Agreement due to causes beyond its reasonable control.

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, Contractor 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: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) 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) Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and 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 County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or 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 Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

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 contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor 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.
- iii) 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.

**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: Cook County Department of Risk Management  
118 North Clark Street, Room 1072  
Chicago, Illinois 60602  
Attention: Department Director

Cook County Bureau of Human Resources  
118 North Clark Street, Room 834  
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: PricewaterhouseCoopers LLP  
One North Wacker  
Chicago, IL 60606  
Attention: Theresa Gee, Principal

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**

# PwC Scope of Services & Deliverables Pertaining to Cook County RFP No. 1430-13181 for Health & Group Benefits Consulting

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## ***Category 1: Risk Management Services***

### ***1.1 Collaborative Development of three (3) to five (5) year Health & Group Benefits Strategy***

PwC will support the County in developing its three (3) to five (5) year health & group benefits strategy, considering emerging health care “mega-trends” in the employer marketplace such as:

- **Next-generation health and productivity programs**
- **Value-based plan designs**
- **Return on Investment (ROI)-focused vendor performance management**
- **Health delivery**
- **Increased compliance focus**
- **Defined contribution and other cost management alternatives**

The six-step process PwC will utilize to assist the County’s development of a comprehensive long-term health care strategic plan is as follows:

1. **Health benefit program diagnostic** – The diagnostic is an initial assessment of the health care benefits, strategies, and practices currently in place. Elements include:
  - Data and information gathering, including interviews of key Risk Management and Human Resources leaders
  - Current-state assessment
    - Current strategies
    - Administrative processes
    - Vendors
    - Union considerations/restrictions
    - Cost-sharing levels
    - Premium sharing
    - Health improvement programs
    - Consumerism
    - Clinical management
    - Supply chain
  - Risk management and compliance
  - Member engagement
2. **Plan experience and cost-driver analysis** – An analysis of plan experience data and vendor arrangements to determine baseline costs, population health status, and utilization patterns – essentially to determine the cost levels and drivers of costs and trends. This is a critical process in helping identify areas for health improvement and cost reduction. Data to be analyzed includes:
  - Demographics
  - Medical/pharmacy claims

# PwC Scope of Services & Deliverables Pertaining to Cook County RFP No. 1430-13181 for Health & Group Benefits Consulting

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- Health risk assessments (if available)
  - Biometric & other healthcare data (if available)
3. **Actuarial modeling** – PwC’s actuarial models will be used to estimate the cost impact of several scenarios of contemplated program changes over the next five years. The models will be customized for Cook County and will estimate the impact under different program configurations and assumption sets. Program cost savings will be measured as the difference between “status quo” projections and “what if” scenarios. Measured impacts will include employer benefit costs, member costs (premium and plan cost sharing), administrative expenses, cash flow, productivity, and other business measures.
  4. **Visioning sessions** – With the results of the prior three steps in hand, the visioning session will be a collaborative development of long-term goals and objectives envisioned for the health care benefits programs and tailored to the specific circumstances of Cook County. PwC will challenge past decisions and gain an understanding of any “sacred cows.” The objective of the visioning sessions is to determine what Cook County’s ultimate programs / plans or sets of several possible scenarios will look like and what goals will be accomplished.
  5. **Long-term strategy development** – The next step will be to determine how to achieve the ultimate goals established in the visioning sessions – when will various milestones be reached, what year-by-year changes need to occur, etc. Updates to the initial actuarial modeling are also completed at this time. The end result is a high-level schedule of expected changes that will occur as well as a summary work plan that describes the steps and decisions needed along the way. A three- to five-year horizon will be used. The work plan will be segmented by different areas of responsibility, including administration, cost management, vendor management, union considerations, risk management/compliance, and member engagement.
  6. **Business case for change** – The health care strategy will be documented in a management report that summarizes the prior steps/decisions in the strategy development process and how success will be measured – essentially developing a business case for all the changes that have been envisioned.

Once the strategic business case for change is formally approved, we will work on specific program improvements and other changes identified, annually in support of the strategy.

## ***Deliverables:***

- ***Data request to gather current state program information to perform health program diagnostic and claims experience & cost driver analyses***
- ***Health benefit program diagnostic report***
- ***Plan experience & cost driver analysis report***
- ***Actuarial & financial modeling analyses***
- ***Educational information on best practices and industry trends related to various aspects of the health & group benefits program, including but not limited to plan design, delivery methods, regulatory issues, economic changes, clinical concerns and vendors***
- ***Discussion guides to facilitate visioning sessions & strategy development***
- ***Three to five year workplan in support of the strategy***
- ***Management report documenting health care strategy, development of such strategy, methodology for achieving desired goals and measurement of outcomes, as well as annual updates***

# PwC Scope of Services & Deliverables Pertaining to Cook County RFP No. 1430-13181 for Health & Group Benefits Consulting

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- 1.2 *Assessment of the County's current health and group benefit plans through competitive benchmarking to industry, demographic and geographic levels and practice. Analysis of the County's current health and group benefits plans, assessment of the extent to which they support the strategy, identification of gaps and recommendations of new offerings or plan designs or modifications.*

This process will be inherent within Scope Section 1.1 above and the findings incorporated into the development of the program strategy. Benchmarking will be performed on an annual basis to account for the County's program competitiveness in light of marketplace trends.

PwC will perform a benchmark competitiveness analysis of the County's benefit plans using the annual PwC Touchstone survey to uncover and keep track of key trends around benefit program strategy, design, and administration. The analysis will assess medical and prescription drug plan design, costs, COBRA rates, wellness and disease management programs, work-life programs, fringe benefits, future healthcare strategies, retirement benefits, and health reform.

We will evaluate the possible impact of up to five plan and program alternatives. We will compare benefit plan options, including the effects of different delivery systems and benefits programs for active and retiree populations.

As described in step 1.1 above, our approach to plan design analysis will begin with a review and analysis of plan experience over recent years to identify cost drivers and potential means for improving overall health benefits plan management. We will utilize our proprietary actuarial and financial model to allow us to incorporate claims and utilization data, by sub-group, from a variety of sources into a single financial model, thus capturing a full picture of the County's experience. To the extent the provided experience data allows, we will:

- Identify high-risk plan members
- Identify credible sub-groups with unique morbidity characteristics, targeting those that are likely to generate significant future claims
- Identify members with chronic conditions who will potentially benefit from a variety of care management programs
- Evaluate the effectiveness of current and potential plan design provisions and programs

As we review plan designs, we will also consider the following key parameters:

- Alignment of incentives for desired behaviors
- Appropriate steerage to efficient health providers
- Economic diversity of various member classes
- Financial equity across plans
- Potential member satisfaction issues
- Ability to achieve desired financial goals

Once we have an understanding of Cook County's sub-populations and their health plan experience, we will analyze Cook County's current plan design provisions and provide recommendations to further mitigate trends and improve population health. Our analysis will consider the potential of value-based benefits, including the use of incentives/penalties and consumerism. If Cook County is not amenable to larger, sweeping strategy and plan changes, we will offer more manageable design changes.

# PwC Scope of Services & Deliverables Pertaining to Cook County RFP No. 1430-13181 for Health & Group Benefits Consulting

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To the extent data is available, we will work with Cook County to provide an identification of “winners and losers” among the members, to assess the following:

- Which groups are potentially advantaged or disadvantaged by the design change?
- Is this change of sufficient magnitude (measured quantitatively, qualitatively, or both) that it may result in unexpected levels of adverse member reaction, leading to potential plan option migration that could impact future cost estimates?
- Are the results of the above questions acceptable? If not, how can the potential plan design changes be adjusted so as to continue to meet initial objectives while mitigating some of the adverse member reaction?

## ***Deliverables:***

- ***Annual competitive benchmarking report for the health & group program***
- ***Annual summary of identified gaps and recommendations for program changes***
- ***Annual actuarial & financial modeling/analysis of the impact of potential program changes***

### ***1.3 Identify options to accomplish necessary changes in plans, vendors, contracts, funding arrangements, billing and administrative processes.***

PwC will work with the County to identify areas for change / improvement and develop a game plan for accomplishing these changes based on the health care strategy and recommended program changes (from 1.1 and 1.2 above). We will assist Cook County in understanding the various vehicles and methods for closing any identified gaps, and meeting its goals with regard to service and benefit offerings.

## ***Deliverables: See 1.1 and 1.2 above***

### ***1.4 Consult on best practices and industry trends relating to plan design, cost sharing, data utilization, wellness, employee assistance plans and disease management.***

During the annual strategy session, and throughout the year, we will advise and inform the County of strategic opportunities and best practices related to Health & Group Benefits. We will review industry, regulatory, and economic developments and share our knowledge on those issues that could affect the health benefit plans.

## ***Deliverables:***

- ***Educational information on best practices and industry trends related to various aspects of the health & group benefits program, including but not limited to plan design, delivery methods, regulatory issues, economic changes, clinical concerns and vendors***
  - ***Delivered and discussed during annual strategy sessions***
  - ***Delivered and discussed throughout the year as market trends, regulations and the County’s situation warrants***

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- 1.5 *Provide renewal and negotiation services for the County's benefits vendors, including performance guarantees and evaluation of vendor performance.*

## **Renewals**

We will begin the renewal process by providing each of the vendors with a data/information request document. The specific information to be requested will vary based on the type of renewal (e.g., fully insured vs. self-insured, medical vs. prescription drug vs. ancillary vendor), but will include information such as the following:

- Underwriting worksheet, including the rates and underlying financial/economic assumptions
- Plan experience (cost and utilization) data
- Geo Access reports
- Outline of compliance and privacy rules
- Business Associates Agreement(s)
- Large-claims experience
- Plan design deviations list (if applicable)
- Procedures for compliance with new regulations
- Service area ZIP code file
- Current HEDIS or other quality reports
- Performance guarantees
- Customer-specific reporting package

We will ask each vendor to confirm any compliance requirements and to sign off on certain applicable health plan performance standards.

Once the vendors have provided the requested information, we will review the proposed renewal rates and all associated assumptions for accuracy and reasonableness. We will also review the previous two to three years of renewals to identify and assess changes in methodology or assumptions.

Our actuarial staff will re-price the rates using financial and health inflation assumptions that we deem supportable given the plan's experience and marketplace trends. This process can lead to questions and discussions with the vendor in which conservative assumptions or methodologies are challenged and revised quotes are requested. We will use our actuarial pricing models (previously discussed) to allow us to assess the reasonableness of rates.

Finally, we will review key metrics regarding the incumbent vendor's performance and discuss with Cook County any concerns regarding past performance or future goals/needs. PwC will then work with Cook County and the vendor to update performance guarantees.

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## ***Deliverables:***

- ***Discussion guides to facilitate discussion around the current vendors' pros/cons, the County's goals/needs related to vendors and market place developments related to vendors***
- ***Data request/information request to be provided to vendors in support of the renewal(s)***
- ***Documentation of any concerns/questions PwC develops related to the review and financial evaluation of vendor proposals***
- ***Documentation of suggested negotiation points***
- ***Documentation of final rates for each benefit plan***

## **Vendor management**

For health vendors, we will work with Cook County to determine what benchmarking information is most relevant and appropriate (i.e., identifying prevailing practice and how Cook County compares to prevailing practice), and, to the extent possible based on the information available, will also provide an assessment of best practices in the following areas:

- Administration costs and fee information
- Medical management and network access fees
- Network discount information
- Vendor performance levels
- Performance metrics and measurement methodologies
- Plan design information
- Plan cost data (per capita)
- Health care trends
- Average health care costs compared to the market
- Utilization statistics
- Access standards
- Disease management and wellness ROI
- Outsourcing practices ROI
- Outsource vendor fees
- Use of advancements in technologies
- Other data

## **Vendor service improvement methodology**

We will assist the County in driving quality, productivity and cost improvements in its vendors through the following activities:

- **Relevant metrics** – We will determine what performance issues are important and relevant to Cook County, and identify metrics and best practice benchmarks reflective of such issues. Then we

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will work with the vendors to measure current performance and establish performance expectations for these metrics.

- **Performance guarantees** – We will work to build financial guarantees of performance into vendor contracts.
- **Ongoing monitoring** – We will monitor vendor metrics relative to performance levels on at least a monthly basis, and meet with the vendors as appropriate (e.g., we will likely meet with medical plan vendors quarterly) to review performance relative to expectations and to remediate problems.
- **Continuous improvement** – Each contract period, vendors will be encouraged to demonstrate improved performance levels and will be engaged in financial guarantees for such performance.
- **Vendor claims assessments** – We will perform detailed reviews of medical and pharmacy benefit manager (PBM) claims for the County to evaluate administration and financial accuracy and to test against performance guarantees. On a multi-year rotating basis, one vendor claims assessment will be performed each year.

The approach detailed below will be used for identifying, assessing, and implementing vendor process improvements:

- Measure and document the current environment to establish the baseline performance and potential areas of risk and improvement
- Define the desired future state
- Identify gaps in current processes (i.e., through assessment of best practices, etc.) that are inconsistent with the 'to be' environment
- Prioritize the changes and/or areas of improvement (e.g., measure the effort vs. the expected return)
- Develop project plans and vendor action plans
- Retrospectively measure results against our expected objectives

## ***Deliverables:***

- ***Data request related to any current state vendor performance information, such as reports, not within PwC possession***
- ***Discussion guides to facilitate conversation with the County regarding vendor goals and desired future state, and notes resulting from such discussions***
- ***Documentation regarding current vendor marketplace capabilities and best practices related to vendor performance***
- ***Documentation of PwC vendor performance monitoring and any gaps or resulting concerns based on comparison to best practices and market capabilities – including documentation of areas of vendor improvement by priority***
- ***Draft of project plans and vendor action plans***
- ***Recommendations for vendor performance level expectations, performance guarantees and financial guarantees.***

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- 1.6 *Assist leadership with developing and reviewing vendor Requests for Proposals that may be issued by the County during the period of this Contract, as well as vendor contracts for specific plans.*

Our scope assumes that each benefit (e.g. medical, dental, life insurance, etc.) will be marketed no more than once every three-year period.

Our process will include five phases as described below:

## **Phase 1 – Discovery**

The first phase of RFP assistance will consist of the following three steps:

### **1. *Discovery Meeting***

During the Discovery Meeting, we will begin by defining the sourcing approach, process and timing of the RFP. We will also discuss team roles and responsibilities throughout the process, as well as any concerns you may have regarding the overall vendor selection process or roadblocks you believe may exist.

We will work with you to define criteria and objectives for the RFP. PwC will prepare a summary of the vendor qualifications, requirements and criteria based on our meeting for your review and approval. We will also engage in discussion with you regarding your vendor experiences to date.

### **2. *Data Collection***

PwC will provide you with a detailed data/information request. It is expected that you may have some of this information in house, but will likely need to request some of the data from your incumbent vendor(s). PwC will advise on this process if requested.

### **3. *Development of potential RFP recipients***

Based on findings from the discovery meeting, as well as our knowledge of the current vendor landscape, PwC will develop a potential list of RFP recipients for your review and approval.

#### ***Deliverables:***

- ***Discussion guide to facilitate RFP discovery meeting and definition of RFP criteria and objectives***
- ***Summary of vendor qualifications requirements and criteria, based on discovery meeting discussion***
- ***Suggested list of potential RFP recipients***

## **Phase 2 – Baseline Analysis**

Once all available data and information has been collected, PwC will prepare a baseline document. This document will summarize the current state of the program and will be the basis of the ultimate savings analysis. As such, Cook County must review the baseline document and sign-off on its contents.

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## ***Deliverables:***

- ***Baseline (current program state) document***

## **Phase 3 - RFP Development, Distribution & Management**

Phase 3 of the RFP process usually consists of two steps. PwC will complete RFP Development, and RFP Distribution & Management activities in accordance with the policies and procedures of the Office of the Chief Procurement Officer and the Cook County Procurement Code, and under the guidance of the Department of Risk Management.

### ***1. RFP Development***

Based on RFP goals set and vendor qualifications, requirements and criteria defined during the discovery meeting, as well as PwC's knowledge of best practices related to the specific benefits / insurance program, PwC will collaborate with you to draft a customized RFP document.

Each vendor will be asked to prove its capabilities in several key categories (depending on the program being sourced), such as claims processing capabilities, data capabilities, customer service functions, fee quotation, performance guarantees, references, networks, care management, return-to-work programs, and other issues such as experience with public entities and other large employers, similar in size to Cook County, dedicated implementation team, etc. The RFP will incorporate language describing your vendor strategy, plan design(s), and any changes and innovations identified in the discovery phase of the effort. It will also incorporate key contract provisions based on your goals and needs.

The RFP will be structured such that key confirmation criteria must be addressed at the beginning of each bidder's proposal. Those bidders not meeting the defined standards may be eliminated from further review.

### ***2. RFP Distribution & Management***

Bidders will have the opportunity to ask questions after reviewing the RFP. PwC will work with Cook County in providing the responses to these vendor questions.

## ***Deliverables:***

- ***Draft RFP document for review and discussion with the County***
- ***Final RFP package including development of responses to inquiries from vendors***
- ***Documentation of bidder questions and County responses***

## **Phase 4 - Proposal Analysis**

Proposals received and deemed responsive by the Office of the Chief Procurement Officer may be reviewed and analyzed by PwC for those vendors meeting all key criteria. PwC will provide a side-by-side summary comparison of key proposal response information (qualitative and quantitative) based on Cook County's defined qualifications, requirements and criteria, along with our knowledge of the current vendor landscape and best practices. Additionally, the baseline analysis created will be appended with the financial proposals and the savings analysis completed.

Once the proposal analysis is complete, PwC will meet with the County to review the side-by-side qualitative analysis and pros/cons on each bidder's proposal along with the savings analysis. PwC may assist with a

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consensus meeting with all stakeholders to identify finalist vendors who will be asked to participate in interviews, as deemed appropriate.

PwC will complete Proposal Analysis and review activities in accordance with the policies and procedures of the Office of the Chief Procurement Officer and the Cook County Procurement Code, and under the guidance of the Department of Risk Management.

## ***Deliverables:***

- ***Side-by-side comparison of proposal responses***
- ***Savings summary***
- ***Recommendations for proposal scoring methodology***
- ***PwC proposed scoring of proposals***

## **Phase 5 - Vendor Selection**

PwC will complete Vendor Selection activities in accordance with the policies and procedures of the Office of the Chief Procurement Officer and the Cook County Procurement Code, and under the guidance of the Department of Risk Management.

PwC may assist the Department of Risk Management with the final phase of the RFP process which may include:

### ***1. Reference Checks***

PwC may contact each reference supplied by the finalist vendors, requesting responses to pre-defined questions agreed to by the County. Cook County leadership will participate in this process. Findings will be summarized and provided to the County.

### ***2. Finalist Interviews***

As requested by Cook County, PwC may be involved with finalist interviews. These interviews will be utilized to gain further clarity on any topics, to meet the proposed account teams and to provide face time for negotiations. Observations and findings from the interviews will be incorporated into the broader proposal summary analysis.

### ***3. Negotiations***

PwC may advise the County on the negotiations throughout the entire vendor selection process to achieve the best overall value for the County.

### ***4. Consensus Meeting***

PwC may be involved in a meeting with all Stakeholders in order to gain consensus with regard to selection of the preferred program vendor.

## ***Deliverables:***

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- *Summary of reference check findings*
- *Agenda and discussion guides for finalist interviews*
- *Update of proposal evaluations to included finalist meeting findings*
- *Recommended negotiation points*

## 1.7 *Provision of actuarial services, including projecting annual plan funding needs.*

Described below are the analyses we will perform to aid Cook County in interpreting their claims data and running/monitoring their health care programs on an annual basis.

### **Cost Driver Analyses**

The cost driver analysis is incorporated in scope category 1.1 as described briefly above. The following is a more detailed description:

PwC will customize our comprehensive Cost Driver analysis using Cook County historical claims and utilization data to determine the factors that are contributing to Cook County's plan costs and trends. The goal of the analysis is to identify, quantify, and target the factors contributing to Cook County's plan costs.

Factors examined will include:

- Cost - overall, by plan, by region/location, by service type, and by provider type
- Utilization - by type of service, by type of user, and by place of service
- Clinical conditions - chronic and acute disease prevention
- Demographic contributors - age/gender distribution and family size/mix changes
- Benchmarking using the national claims databases for commercial and Medicare experience

Depending on the data available from each source, our proprietary actuarial and financial model will allow us to incorporate claims and utilization data, by sub-group, from a variety of sources into a single financial model, thus capturing a full picture of your experience. Depending on the data available, we will also:

- Identify high-risk plan members
- Identify credible sub-groups with unique morbidity characteristic, targeting those that are likely to generate significant future claims
- Identify members with chronic conditions who will potentially benefit from a variety of case management programs
- Evaluate the effectiveness of current and potential plan design provisions, programs and funding strategies

We also will develop a population profile to gain an understanding of the demographic differences of your diverse employer groups and how it varies by your active employees and their dependents.

Our analysis will compare and benchmark the information collected to identify opportunities for improvements as well as the potential cost and administrative savings to the County. Once the various drivers of costs are identified and quantified, the next step in the process of this analysis is to prioritize those drivers and factors that:

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(a) are contributing to the County's healthcare cost increase year over year, and

(b) can be addressed through ongoing programs or the introduction of new programs designed to better manage overall population health status and health lifestyles. PwC will identify the current plan's cost, design issues, utilization, cost sharing, funding strategies, and other key drivers to use as a foundation for designing potential changes.

## ***Deliverables:***

- ***Data request to collect claims and utilization data***
- ***Cost driver analysis report***

## **Development of the annual premium equivalent rates and contributions**

Leveraging the data from the cost-driver analysis, we will use historical claims per member (or per employee) per month that are trended forward and adjusted for future anticipated changes. If applicable, large claims will be removed and a pooling charge added. Finally, all administrative expenses will be added.

The rate tier structure, and ratios among the tiers, will be selected to reflect the specific financial objectives of Cook County, including appropriate wellness incentives. Anticipated "migration" of members among various plan design options at open enrollment will be considered.

After self-funded premium equivalent rates have been determined, member contributions will be established. A key consideration in establishing member contributions will be the assessment of the extent to which adverse selection might enter into the financial analysis. PwC will work with Cook County in establishing its contribution strategy in connection with its health benefit programs and provide financial modeling for several contribution alternatives.

To the extent Cook County establishes different rates for and/or allocates costs to the various business units, PwC will work with Cook County to structure the rate development accordingly. To the extent data is available, we will also establish reporting mechanisms to monitor and adjust for relative cost changes from unit to unit to maintain agreed-upon cost allocation objectives.

## ***Deliverables:***

- ***Annual actuarial report of premium equivalent rates, employee contributions and trends.***

## **Analyze incurred but not yet reported claims for self-funded programs**

PwC will develop IBNR claim estimates for all health care benefits, including medical, dental, vision and prescription drugs. The main approach will be to use the completion factors developed from claim lag "triangles." However, if a recent benefit change is anticipated to have a measurable impact on reserves and the data is still immature, we will use an estimated reserve for this change. This estimate is similar to a loss-ratio approach or target-per-member-per-month approach to establishing reserves.

There is seldom one set of completion factors that can be applied to a given situation. PwC will utilize historical payment patterns to provide support for several estimates that may best be described as low-estimate reserves, best-estimate reserves, and high-estimate reserves. PwC will work with Cook County to

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develop a comfortable reporting package to clearly document the assumptions underlying each set of completion factors.

As appropriate, once the basic claim liability estimate is determined, assumptions regarding a load for claim settlement expenses and a margin for adverse deviation will be utilized.

## **Deliverables:**

- ***Estimate of IBNR claims reports (timing/frequency to be determined by the County)***

## **Other Areas**

Our actuaries will be involved in the following additional areas as needed to provide financial and analytic support:

- Strategy development, including prospective financial estimates
- Plan design modeling
- Union negotiations
- Plan/vendor renewals
- Analysis of performance guarantees
- Analysis of plan and vendor RFPs, especially regarding provider network pricing and fees

### **1.8** *Provision of ongoing expertise, advice and analysis on benefits questions and issues that arise during the term of the Contract.*

In order to provide advice and analysis on benefits questions and issues, we will utilize our multi-disciplined project team. As appropriate, we will also draw on other PwC staff to complete projects and other partners and subject matter specialists (e.g. clinicians) to address any additional issues that may arise.

In addition, we will utilize our extended team of subject matter specialists available at PwC to provide expertise in the areas of clinical practices, providers, wellness, health plans, claims administrators, pharmacy, disability, employee benefit tax, accounting, and analytics.

## **Deliverables:**

- ***To be determined, as appropriate, and inherent as part of other deliverables listed in this scope.***

### **1.9** *Provide assistance as requested to assess and make recommendations concerning the County's compliance with applicable benefits laws, including the Affordable Care Act and HIPAA-HITECH.*

We will assist with the County in understanding and complying with applicable laws and regulation under Health Insurance Portability and Accountability Act and the HITECH Act (HIPAA-HITECH), the Patient Protection and Affordable Care Act (ACA), and other laws impacting County benefit plans.

We will also assist the County in avoiding federal penalties and additional reputational risks. As the County operates in a highly visible space and must consider the impact of collective bargaining, our team will utilize our collective knowledge and the resources to help you assess your compliance with these myriad rules. To that end, we will draw on our experiences with other public sector clients helping to educate staff and

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governing board on compliance matters, and will integrate compliance into many ongoing projects including analysis of various proposed benefit plan design changes, vendor selections and implementations, and wellness program development. In addition, we will work with you to develop a compliance plan to identify risk areas and create options to address them.

We will include tailored legislative and regulatory updates and participate on regular calls with the County. We will provide ongoing and efficient compliance support as the County and PwC consulting teams develop policies, strategy and implementation plans around benefits. With respect to implementing the ACA, PwC will create and maintain an implementation plan and issues log which will be reviewed and addressed by PwC compliance and consulting practitioners with client team members. As key decisions are required, such as the employer notice of coverage options, PwC will provide compliance support for issues such as which workers must receive the notice, how it may be delivered, and what content should be included.

## **Deliverables:**

- **Legislative and regulatory updates**
- **Support inherent in other scope phases such as plan design and strategy and vendor selections**

1.10 *Review the County's employee benefits communication vehicles (web site and hard copy) and provide a strategy and tactics for engaging employees about their benefits, including Open Enrollment, periodic and ongoing communications. Provide ongoing assistance as needed with design, writing and production of specific communication pieces.*

We will assist the County's health and wellness objectives through direct and consistent communications with its employees. This communications strategy will be focused on demystifying the benefits process – and changes in employer-sponsored benefits -- obtaining employee buy-in, and increasing their engagement in forums that equip them with the tools and support to live healthier, more productive lives.

To meet the County's objectives, PwC will team with MBE/WBE certified subcontractor Beaman Incorporated to review the County's current benefits materials, including Web site, employee handbooks and benefits package. From this assessment, we will develop and implement an employee engagement strategy that will include ongoing communications, research to identify trends and best practices, and thought leadership. Through communications, employees will be educated about their benefits plan and encouraged to make better health choices. We will provide ongoing support with the design and writing of employee collateral materials. We will also recommend ways that employer and employees can share their success stories to foster camaraderie, trust and accountability.

Our recommendations and strategies will consider the following:

- Monthly e-newsletters
- Presentations for employee interactive Lunch 'n Learns focused on health maintenance (e.g., food demonstrations) and wellness, sports training (e.g. for 5ks and marathons) and employee recognition
- Internal surveys to assess the health concerns of employees and how the County can best answer questions and ease concerns (FAQs)
- Create content for internal employee portal or microsites
- Social media training
- Cultivate relationships with retailers or other relevant partners to enable employers to provide incentives (e.g. discounts on Nike fit bands or running shoes) to encourage healthier living

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- Develop and manage focus groups, panel discussions, individual and group interviews, surveys and leadership training

## ***Deliverables:***

- ***Data/information request to collect historical communications materials***
- ***Discussion guide to facilitate in the development of communications/employee engagement strategy***
- ***Trends, best practices & thought leadership related to employee communications***
- ***Project plan/timeline related to employee communications***
- ***Collateral employee communications (design, writing & production of specific pieces TBD)***

**Note: use of third-party graphics design companies, mass printing, and mailing/delivery of communications materials to employees is not included in this scope of services.**

### ***1.11 Participate in audits of vendors and claims and prepare comprehensive reports with recommendations on audit findings.***

Our scope assumes one vendor assessment per year with 250 claims reviewed and 100 focused claims reviewed per assessment.

We will work with the County to determine the claims assessments which will be performed each year, such as medical, prescription drug, dental and vision benefits.

Once the claim administrator has compiled the documentation for the claims in the sample, the claims team will go on-site to perform the assessment. PwC and Trilogy will test each claim in the sample for processing and payment accuracy using a detailed assessment worksheet that will be customized for Cook County's benefits design.

Our on-site consultants will manually re adjudicate each sample payment based on the source document, the plan design, the claims history, the eligibility information, and the provider fee schedules. PwC and Trilogy will document any processing discrepancies or issues and submit inquiry worksheets to a designated person from the vendor. The vendor will then have an opportunity to assess all questions and prepare a written response with supporting documentation. Based on these responses, PwC and Trilogy will determine whether or not an error exists with respect to each questioned claim.

We will calculate and report processing, payment and financial accuracy and turnaround time results based on practices generally accepted in the health insurance industry. We will include recommendations, based on all of the results, in the final report.

We will present the draft reports to Cook County including executive summary, findings (processing, payment and financial accuracy, and turnaround time as defined by the claims administrators' contractual performance guarantees), and recommendations.

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PwC will present the final report(s) to Cook County during a meeting on-site. At Cook County's request, the presentation of the final report will include a report on current trends in claims administration or other topics of interest to the Cook County staff.

## ***Deliverables:***

- ***Data request for claims administrator***
- ***Documentation of claims processing discrepancies or issues identified & worksheet for vendor review and response***
- ***Claims assessment report, including findings & recommendations***
- ***Vendor action plan recommendations***
- ***Participation in meeting(s) with the vendor as needed to address identified issues***

## ***Category 2: Human Resource Services***

- 1.1 *Provision of strategic and real time tactical assistance to the County's human resources leadership involved in union negotiations including developing alternate plan models; benchmarking plan features, employee contributions and employer spend with other local employers of similar size, governmental and non-governmental; analyzing and pricing alternative benefit designs and/or contribution scenarios; and providing pricing models that display the financial impact of proposed benefit changes.*

Consultant shall provide assistance to the County related to union negotiations with calculations and analysis including:

- Development of 3 to 5 year benchmark projections used as the starting point for analysis of future benefit changes
- Development of various trend and worked hours assumptions
- Benefit pricing for various scenarios presented by both management and labor
- Providing models that allow either side to examine potential "what if" scenarios around various benefit plan changes

In addition, if desired by Cook County, PwC will prepare quarterly financial analysis reports that are presented to the Trustees from both labor and management that provides an analysis of costs and future projections so pro-active steps can be taken if any negative trends are uncovered.

The County will be billed at the agreed upon rates for any strategic or tactical consultations not specifically delineated above.

## ***Deliverables:***

- ***Benchmarking report***
- ***Development & documentation of trends and hours assumptions***

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- **Actuarial & financial modeling/pricing**
- **"What if" models to be utilized during negotiations**
- **Quarterly financial analysis reports for presentation**

1.2 *Attend and support meetings and presentations with County leadership, benefits vendors and administrators, the County's labor negotiations team, and union representatives as needed.*

Project leadership will be made available to attend and support up to 4 meetings monthly as requested. The County will be billed at the agreed upon rates for any meetings in excess of the anticipated number of meetings attended.

**Deliverables:**

- **Meeting materials / facilitation guides**

1.3 *Provide any and all ancillary services regarding the employee benefits plans, as deemed necessary or appropriate by the County to implement negotiated changes.*

The County will be billed at the agreed upon rates for ancillary services to implement negotiated changes performed.

**EXHIBIT 2**

**Schedule of Compensation**

**EXHIBIT 2****Schedule of Compensation**

Compensation under this Contract shall not exceed **\$1,704,332.48** without proper authorization per ARTICLE 10)c) of this Contract. The County will pay Consultant for the successful completion of services as outlined in Exhibit 1. All project time will be invoiced by the Consultant at an hourly level. Payment will be made following receipt and review of Consultant's invoices by the Department of Risk Management for Category 1: Risk Management Services or the Bureau of Human Resources for Category 2: Human Resources.

<b>Health &amp; Group Benefits Consulting</b>	
<b>Category 1: Risk Management Services &amp; Category 2: Human Resources</b>	
<b>Consulting Professionals</b>	<b>Hourly Price Proposal</b>
Principal	\$609
Director	\$481
Specialist Leader	N/A
Senior Manager	\$445
Manager	\$335
Senior Consultant	\$257
Consultant	\$196
Analyst	\$132
Clerical	\$82
Other:	
Subcontractor Beaman – Communications	\$238
Subcontractor Beaman – Other Healthcare	\$95
Subcontractor Sanchez Daniels & Hoffman	\$280
Subcontractor Trilogy Consulting	\$152
Total Maximum Not to Exceed Contract Amount for Category 1	\$354,350 per year for each of the first 3 years totaling \$1,063,050
Total Maximum Not to Exceed Contract Amount for Category 2	\$75,950 per year for each of the first three years totaling \$227,850
Contingency for Services for Category 2 set forth in the Statement of Work*	\$413,432.48
<b>Total Maximum Not-to Exceed Contract Amount for Category 1 &amp; Category 2</b>	<b>\$1,704,332.48</b>

\* The County has established the contingency fees set forth above for the exclusive use of the County at the County's sole discretion if requesting services as described in the Statement of Work not covered by the maximum fees for Category 2. The Total Maximum Not to Exceed Amount for Category 2 and Contingency fees may only be used at the request of the County's Department of Human Resources for the Consultant to perform the Services for Category 2 as set forth in the Statement of Work. In the event that any or all of the County's contingency remains unused at the completion of the Services, the unused portion shall remain with the County.

**EXHIBIT 3**

**Evidence of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/24/2014

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).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@Marsh.com Fax 212-948-0500  109513-ALL-GAW-13-14	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PRICEWATERHOUSECOOPERS LLP 300 MADISON AVENUE NEW YORK, NY 10017	INSURER A : Arch Insurance Company	NAIC # 11150
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006903696-04                      **REVISION NUMBER:** 10

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		11GPP4991400	09/30/2013	09/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		11CAB4991500 (AOS) 11CAB4991600 (MA)	09/30/2013 09/30/2013	09/30/2014 09/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	11WC14991300 (Excludes New York)	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Cook County, its officials and employees are included as Additional Insured (except for Workers' Compensation) as required by written contract as their interests may appear. Auto Liability Maximum Limit is \$2,000,000

<b>CERTIFICATE HOLDER</b>  Cook County Attention: Department Director 118 North Clark Street, Room 1072 Chicago, IL 60602	<b>CANCELLATION</b>  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. Robert A. Mazzaro <i>Robert A. Mazzaro</i>
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**EXHIBIT 4**

**Board Authorization**

EXHIBIT 5

Consulting Certificate

**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: PricewaterhouseCoopers LLP

ADDRESS: One North Wacker Drive, Chicago, IL 60606

TELEPHONE: (312) 298-4700

CONTACT NAME: Theresa M. Gee

CONTACT EMAIL: theresa.m.gee@us.pwc.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.

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: Request for Proposal – (RFP) No. 1430-13181 for Health & Group Benefits Consulting
- b. The Contractor is providing the following type of Services: [ ] Auditing or [X] Consulting

Original

- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Office:

Department of Risk Management and Bureau of Human Resources

- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County under any other Contracts? [ ] Yes or [X] No.

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

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**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 incorrect. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Theresa M. Gee  
Signature

Theresa M. Gee  
Name (Type or Print)

Principal  
Title

February 24, 2014  
Date

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**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 party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized 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, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

**"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 or entity who lobbies.

**"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.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. 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 5: Economic and Other Disclosures Statement.** Section 5 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 Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**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. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

AUG 19 2013  
Robin Beaman  
Beaman Public Relations, Inc.  
401 N. Michigan Avenue, Suite 1300  
Chicago, IL 60611

Dear Ms. Beaman:

We are pleased to inform you that **Beaman Public Relations, Inc.** 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 **09/01/2017**; 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 **09/01/2014, 09/01/2015 and 09/01/2016**. 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 **09/01/2017**. 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 **07/01/2017**.

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;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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- 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](http://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):**

**541613 - Marketing Consulting Services**

**541810 - Advertising Agencies**

**541820 - Public Relations Agencies**

**541830 - Media Buying Agencies**

**541830 - Media Buying Services**

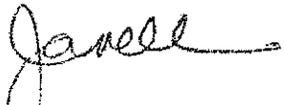
**541840 - Media Representatives (i.e., independent of media owners)**

**541860 - Direct Mail Advertising 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/si

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: BEAMAN PUBLIC RELATIONS, INC Certifying Agency: CITY of CHICAGO  
Address: 401 N. MICHIGAN AVE, SUITE 1300 Certification Expiration Date: 9.1.17  
City/State: CHICAGO Zip: 60611 FEIN #: 36-4124869  
Phone: 312.751.9689 Fax: 312.751.9405 Contact Person: JAMIE RHEE  
Email: Rbeaman@beamaninc.com Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

21% of hours stated in the statement of work invoiced monthly.

*(If more space is needed to fully describe M/WBE Firm's proposal scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. 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)  
Robin E. Beaman  
Print Name

[Signature]  
Signature (Prime Bidder/Proposer)  
Theresa M. Gee  
Print Name

BEAMAN PUBLIC RELATIONS, INC  
Firm Name

PricewaterhouseCoopers LLP  
Firm Name

February 20, 2014  
Date

February 20, 2014  
Date

Subscribed and sworn before me  
this 19<sup>th</sup> day of February, 2014  
Notary Public Kelli Sebastian

Subscribed and sworn before me  
this 20<sup>th</sup> day of February, 2014  
Notary Public Charlotte Bumpers

SEAL

SEAL







DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

SEP 16 2013

Manuel Sanchez  
Sanchez Daniels & Hoffman LLP.  
333 West Wacker Drive, Suite 500  
Chicago, IL 60606

Dear Mr. Sanchez:

We are pleased to inform you that **Sanchez Daniels & Hoffman LLP.** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **09/01/2018**; 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 **09/01/2014, 09/01/2015, 09/01/2016, and 09/01/2017**. 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 **09/01/2018**. 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 **07/01/2018**.

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:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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- 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](http://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):**  
**541110 – Offices of Lawyers**

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/si

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Sanchez, Daniels & Hoffman LLP  
Address: 333 W. Wacker Drive, #500  
City/State: Chicago, IL Zip 60606  
Phone: (312) 641-1555 Fax: (312) 641-3004  
Email: cmello@sanchezdh.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 9/1/2008  
FEIN #: 36-3509859  
Contact Person: Camille Cribaro Mello  
Contract #: (312) 214-3008

Participation:         Direct         Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No     Yes – Please attach explanation.        Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Sanchez, Daniels & Hoffman LLP will provide compliance oversight for benefit plan design and implementation of the County's benefit plans in cooperation with PwC.

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

6% of the hours stated in the Statement of Work invoiced monthly.

*(If more space is needed to fully describe M/WBE Firm's proposal scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. 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.

Manuel Sanchez  
Signature (M/WBE)

Manuel Sanchez  
Print Name

Sanchez, Daniels & Hoffman LLP  
Firm Name

February 17, 2013  
Date

Theresa M. Gee  
Signature (Prime Bidder/Proposer)

Theresa M. Gee  
Print Name

PricewaterhouseCoopers LLP  
Firm Name

February 20, 2014  
Date

Subscribed and sworn before me

this 17 day of February, 2014  
Notary Public: [Signature]

SEAL



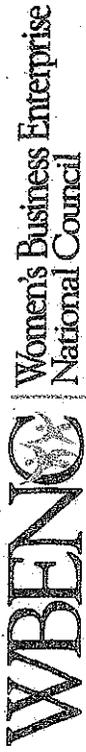
Subscribed and sworn before me

this 20<sup>th</sup> day of February, 2014  
Notary Public: [Signature]

SEAL







hereby grants

# National Women's Business Enterprise Certification

to  
Trilogy Consulting Group, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

*Emilia DiMenco*

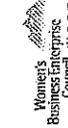
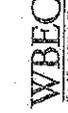
Expiration Date: 05/31/2014  
WBENC National Certificate Number: 2005108731

Authorized by Emilia DiMenco, President & CEO  
Women's Business Development Center - Chicago



NAICS Codes: 541612, 525120, 524292, 524130

UNSPSC Codes: 84000000, 84111600



**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Trilogy Consulting Group, Inc.  
Address: 2021 Midwest Road, Suite 200  
City/State: Oak Brook, IL Zip 60523  
Phone: (630) 953-6278 Fax: \_\_\_\_\_  
Email: kmartin-smith@trilogy-consulting.com

Certifying Agency: WBENC  
Certification Expiration Date: 5/31/14  
FEIN #: 36-4016705  
Contact Person: Kathy Martin-Smith  
Contract #: (630) 953-6278

Participation:     Direct         Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No     Yes - Please attach explanation.

Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Performance of the Cook County health plan claims assessment at Blue Cross Blue Shield of Illinois.  
\_\_\_\_\_  
\_\_\_\_\_

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

8% of hours required to complete scope of work. Payment due upon delivery of draft report.  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposal scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. 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.

*Kathy Martin-Smith*  
Signature (M/WBE)

Kathy Martin-Smith  
Print Name

Trilogy Consulting Group, Inc.  
Firm Name

February 20, 2014  
Date

*Theresa M. Gee*  
Signature (Prime Bidder/Proposer)

Theresa M. Gee  
Print Name

PricewaterhouseCoopers LLP  
Firm Name

February 20, 2014  
Date

Subscribed and sworn before me  
this 19<sup>th</sup> day of February, 2014  
*[Signature]*  
Notary Public  
SEAL

Subscribed and sworn before me  
this 20<sup>th</sup> day of February, 2014  
*[Signature]*  
Notary Public  
SEAL



## CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED 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 UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

### **B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned 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 UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned 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 34-129.*

**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 UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the 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. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

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 determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, 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.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name Address

None.

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**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

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

Yes: X No: \_\_\_\_\_

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

\_\_\_\_\_  
One North Wacker

\_\_\_\_\_  
Chicago, IL 60606

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

Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))**

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-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned 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 Undersigned in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_  
\_\_\_\_\_

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned 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 Undersigned must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned 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.

"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. An individual or Legal Entity 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 PricewaterhouseCoopers LLP D/B/A: \_\_\_\_\_ EIN NO.: 13-4008324

Street Address: One North Wacker

City: Chicago State: IL Zip Code: 60606

Phone No.: (312) 298-2000

### 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 individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
None.		

2. If the interest of any individual or any Entity 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 or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**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.

Theresa M. Gee  
Name of Authorized Applicant/Holder Representative (Please print or type)

*Theresa M. Gee*  
Signature

theresa.m.gee@us.pwc.com  
E-mail address

Principal  
Title

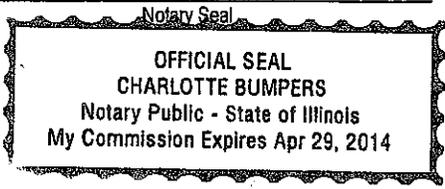
February 20, 2014  
Date

(312) 298-4700  
Phone Number

Subscribed and sworn before me  
this 20<sup>th</sup> day of February, 2014.

x *Charlotte Bumpers*  
Notary Public Signature

My commission expires: 4-29-14





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

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

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships\* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Theresa M. Gee Title: Principal

Business Entity Name: PricewaterhouseCoopers LLP Phone: (312) 298-4700

Business Entity Address: One North Wacker, Chicago, IL 60606

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

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

There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

**To the best of my knowledge and belief, the information provided above is true and complete.**

Theresa M. Gee February 20, 2014  
Owner/Employee's Signature Date

Subscribe and sworn before me this 20<sup>th</sup> Day of February, 2014

a Notary Public in and for Cook County

Charlotte Bumpers  
(Signature) OFFICIAL SEAL  
CHARLOTTE BUMPERS  
Notary Public - State of Illinois  
My Commission Expires Apr 29, 2014

NOTARY PUBLIC SEAL My Commission expires 4-29-14

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics**  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)  
(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: PricewaterhouseCoopers LLP

BUSINESS ADDRESS: One North Wacker, Chicago, IL 60606

BUSINESS TELEPHONE: (312) 298-2000 FAX NUMBER: (312) 298-2001

CONTACT PERSON: Theresa M. Gee FEIN/SSN: 13-4008324

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: 000-325

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: *Theresa M. Gee*

Date: July 17, 2014

Subscribed and sworn before me

this 21<sup>st</sup> day of July, 2014.

x *Kristine Schultz*  
Notary Public Signature

My commission expires:



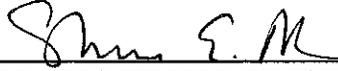
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**



COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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 4 DAY OF August, 2014.

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

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

1430-13181

**OR**

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 1,704,332.48  
(DOLLARS AND CENTS)

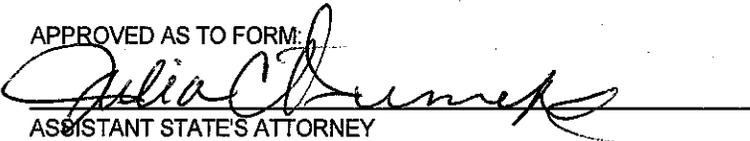
FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM \_\_\_\_\_

APPROVED AS TO FORM:



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