

PROFESSIONAL SERVICES AGREEMENT

HEALTH & GROUP BENEFITS CONSULTING

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF RISK MANAGEMENT

AND

DELOITTE CONSULTING LLP

CONTRACT NO. 2305-09194
PURCHASE ORDER NO. 70000311453

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Deloitte Consulting LLP , doing business as a limited liability partnership of the State of Delaware hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on April 18, 2024, as evidenced by Board Authorization letter attached hereto as EXHIBIT “5”.

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.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and for clarification only and without intending to expand upon the Services required to be performed, shall include any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Economic Disclosure Statement

d) Order of Precedence

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews,

recommendations, reports and analyses, produced by Consultant for delivery to the County. Deliverables do not include any works of authorship, materials information or other intellectual property created prior to or independently of the performance of the Services, plus any modifications or enhancements thereto and derivative works based thereon ("**Consultant Pre-existing IPR**").

County shall approve each Deliverable that conforms in all material respects with the specifications for the Deliverable contained in the Agreement or as otherwise agreed by the parties in writing ("**Specifications**"). The County may reject Deliverables that do not include relevant information or data set forth in the Specifications, or do not include all material documents or other materials specified in this Agreement. County shall provide Consultant with (i) written approval of such Deliverable or (ii) a written statement which identifies in reasonable detail, with references to the applicable Specifications, all of the deficiencies preventing approval (the "**Deficiencies**"). The County shall review Deliverables within a reasonable timeframe (not to exceed thirty (30) days) after receipt of a Deliverable from Consultant. If the County determines that Consultant has failed to comply with the Specifications for Deliverables per the Agreement, it has 30 days from the discovery to notify Consultant of the Deficiencies. In addition, County's initial review of a Deliverable shall identify all deficiencies requiring correction, and any subsequent review shall identify deficiencies in corrections to such identified deficiencies. To the extent that any Deliverables are or have been accepted by County pursuant to the terms hereof at any stage of Consultant's performance, Consultant shall be entitled to rely on such acceptance, for purposes of all subsequent stages of its performance hereunder. If Consultant does not correct the Deficiency, if it is possible to do so, within 30 days after receipt of notice from the County specifying the Deficiency, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9. The acceptance of a Deliverable shall be deemed given if County has not provided Consultant with acceptance or a notice of deficiencies in writing for such Deliverable within the agreed upon 30-day time period, unless a Deficiency is latent in nature and would not have been reasonably ascertainable during such 30-day period, and in such an event the applicable new 30-day period shall begin at such a time when the latent Deficiency could have reasonably been ascertained by the County.

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided

under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to a commercially reasonable standard of care.

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

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

County Responsibilities. County shall cooperate with Consultant hereunder, including, (i) providing Consultant with timely access to data, information and personnel of County needed to carry out the Services contemplate herein; (ii) providing experienced and qualified personnel having appropriate skills to perform their assigned tasks and duties in a competent and timely fashion; and (iii) promptly notifying Consultant of any issues, concerns or disputes with respect to the Services. The County shall be solely responsible for, among other things (a) the performance of its personnel and agents, (b) the accuracy and completeness of data and information provided to Consultant for purposes of the performance of the Services, (c) making all County management decisions and performing all management functions of the County, (d) designating a competent management member to oversee the Services, and (e) evaluating the adequacy and results of the Services.

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**

Except in the event of disability, illness, grave personal circumstances, or resignation, termination, or other severance of association, Consultant must not reassign or replace Key Personnel from the performance of the Services prior to such person's completion of his or her assignments without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must promptly suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

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

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

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

f) Insurance

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

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

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

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$1,000,000

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

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(3) The insurance may be included within a professional liability coverage form.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation, Employer's Liability, Network Security & Privacy Liability (Cyber) and Errors & Omissions, shall include Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report or the equivalent rating if AM Best is not available. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed unless replacement coverage meeting the terms and conditions hereunder are obtained without lapse. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be

construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) Waiver of Subrogation Endorsements

All insurance policies, excluding Network Security & Privacy Liability (Cyber) and Errors & Omissions must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant agrees to indemnify, defend and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, reasonable attorney's fees, losses, damages and liabilities incurred or suffered from or attributable to third party claims arising out of bodily injury, death or damage to real or tangible personal property to the extent directly or proximately caused by the negligence or intentional misconduct by the Consultant during the performance of its Services. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

Consultant agrees to indemnify, defend and hold harmless the County and its personnel from all claims attributable to claims of third parties for infringement by a Deliverable of any U.S. patent or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) the County's modification of the Deliverable or use thereof in a manner not contemplated by this Contract, (ii) the failure of the County to use any corrections or modifications made available by Consultant prior to the claim of infringement, (iii) information, materials, instructions or specifications provided by or on behalf of the County, or (iv) the use of the Deliverable in combination with any product or data not provided by Consultant whether or not with Consultant's consent (collectively, with such exceptions "IP Claims"). If the County's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Contractor, at its option and expense, shall have the right to (x) procure for the County the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Consultant, the replacement or modified Deliverable is capable of performing substantially the same function. The foregoing provisions of this paragraph constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Consultant, relating to an IP Claim.

As a condition to the indemnity obligations contained herein, the indemnified party shall provide Consultant with prompt notice of any Claim or IP Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Consultant in

connection with any such Claim or IP Claim. Consultant shall be entitled to control the handling of any such Claim or IP Claim and to defend or settle any such Claim or IP Claim, in its sole discretion, with counsel of its own choosing.

Limitation of Damages. Consultant, its subsidiaries and subcontractors, and their respective personnel shall not be liable to County for any claims, liabilities, or expenses relating to this Contract or the Services ("Damages") for an aggregate amount in excess of the fees paid by County to Consultant under this Contract, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Consultant or its subcontractors. In no event shall Consultant, its subsidiaries or subcontractors, or their respective personnel be liable to County for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim, IP Claim, or Damages), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Contract or the Services. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Consultant, its subsidiaries and subcontractors, and their respective personnel for any Damages shall not exceed an amount that is proportional to the relative fault that the conduct of Consultant and its subcontractors bears to all other conduct giving rise to such Damages. Notwithstanding the foregoing limitation on Consultant's liability, there shall be no limit on Damages for which Consultant is obligated to indemnify pursuant to this Article 3(g) above.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Notwithstanding anything herein, the County hereby consents to Consultant disclosing such information (i) to subcontractors, that are providing services in connection with this Contract and that have agreed to be bound by confidentiality obligations similar to those in this Section, (ii) as may be required by law, regulation, judicial or administrative process, or as required by applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iii) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to Consultant on a nonconfidential basis from a source which the Consultant reasonably believes is not prohibited from disclosing such information, (C) is already known by the Consultant without any obligation of confidentiality with respect thereto, or (D) is developed by the Consultant independently of any disclosures made to the Consultant shall comply with the privacy laws and regulations applicable to Contractor in the performance of its Services hereunder and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant

shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created by Contractor as a result of the performance of the Services under the Contract for delivery to the County (the "Documents") shall be included in the Deliverables and, except for Consultant Pre-existing IPR, and upon full payment for the same, shall become the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook, except for Consultant Pre-existing IPR, any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. the County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant that is contained in and as part of the Deliverables, unless the parties have agreed that County is to procure any such licenses separately. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized by Consultant in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other intellectual property right; provided however, that, such obligations shall not apply in the event that such claim arises as a result of County's modification thereof, or County's use thereof in combination with materials not approved for such use by Consultant or in a manner not completed by this Contract, or from materials or content provided by County.

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

system, meeting the requirements of this Contract.

The parties hereby acknowledge and agree that, as of the effective date of this Contract, no licenses or equipment, hardware or software, as contemplated by this subsection (i), are to be provided or utilized by Consultant pursuant to this Contract, and therefore the indemnification in this subsection (i) would not apply; however, the parties further agree that if the Statement of Work is later amended to include any such licenses or equipment, hardware or software, then the foregoing terms in this provision (i) shall apply.

j) Examination of Records and Audits

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any Records of such Subcontractor involving transactions relating to the subcontract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County because the payment was erroneous or because such payment was not proper or warranted pursuant to this Contract, the regulations, and terms herein, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security

Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Intentionally Omitted

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2024 ("**Effective Date**") and continue until July 31, 2027 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant agrees to use diligent efforts to provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County. Provided, however, that the parties will use their best efforts to mutually agree on an equitable extension of time for delivery of Consultant's Services and Deliverables.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General, subject to the Limitation of Damages paragraph in Article 3(g).

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 30 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor’s supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Intentionally Omitted

g) Consultant Credits

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

ARTICLE 6) DISPUTES

The parties, using diligent efforts shall attempt to resolve any dispute arising under the Contract between the County and Consultant. Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit

a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding, in that dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required (not to exceed 30 days) to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding outlined in this Article 6 unless otherwise agreed to by the County in writing.

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform

the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

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

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents [RESERVED]

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement in a manner that violates any law applicable to Consultant in its performance of Services hereunder ("Conflict").
- iii) If Consultant becomes aware of a Conflict, it must immediately stop work on the assignment causing the Conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the

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

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any Conflict 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 inform the County and work with the County to resolve the Conflict.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended as applicable to Contractor in the performance of its Services under this Agreement.

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 of its Services under this Agreement, 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 as required herein or inability to perform the Services 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, Deliverables that were rejected as erroneous or unsatisfactory subject to the process outlined in Article 3(b);
 - (d) Discontinuance of the Services in violation of this Agreement 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) 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 (through the Chief Procurement Officer) to declare Consultant in default. Except in the case of emergency or gross misconduct by Consultant, the Chief Procurement Officer shall give Consultant an opportunity to cure the default within a 30-day notice period, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer. 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, in the form of a cure notice ("**Cure Notice**"), or, except in the case of emergency or gross misconduct by the Consultant, a default notice ("**Default Notice**"). The Chief Procurement

Officer may give a default notice (“**Default Notice**”) if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and upon full payment of undisputed amounts to Contractor, Contractor shall deliver all County documents, materials, and Deliverables created for delivery to County by Contractor while in the performance of this Agreement, whether completed or in the process, to the County, provided that in the event that any materials are provided to County in-process, such materials shall be provided "as- is" and without warranty. 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;
- 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 seek specific performance, an injunction or any other appropriate equitable remedy
- iv) The right to seek money damages;
- v) The right to withhold disputed compensation under this Agreement provided that County had notified Consultant of such disputed invoiced amount prior to the due date of invoice thereof, reasonably describing the basis thereof;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default, unless prohibited by law, impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, for convenience, 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 stated in the notice, but will be in no event less than thirty (30) days from the date of the notice. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and, all County materials and Deliverables created for delivery to the County by Contractor while performing the Services under 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, provided that in the event that any materials are provided to County in-process, such materials shall be provided "as-is" and without warranty.

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 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 for convenience 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. 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. Any changes to the Agreement resulting from such suspension shall be set forth in a an Amendment between the parties pursuant to Article 10c herein.

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

e) Right to Offset

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

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. The parties may, however, agree to an equitable adjustment to Consultant's compensation to the extent the County caused a delay or hinderance that directly results in increased costs. (except to the extent such delay or hindrances are caused by Consultant's acts or omissions). Such adjustments should be submitted pursuant to the invoicing provisions herein.

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

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

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise

or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

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

c) Contract Amendments

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

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

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

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

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the

venue of any litigation brought against it by the County pursuant to this 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

If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make reasonable efforts 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 related to the winding down of Services and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

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

m) Intentionally Omitted

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
161 N. Clark Street, Suite 2400
Chicago, Illinois 60601
Attention: Deanna Zalas, Department Director

and

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

If to Consultant: Deloitte Consulting LLP
111 South Wacker Drive Chicago, IL 60606

Attention: Tom Steiner
612.659.2595
tsteiner@deloitte.com

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

Statement of Work

EXHIBIT 1

Scope of Services

Deloitte Consulting Statement of Work for RFP No. 2305-09194 for Health and Group Benefits Consulting

Scope of Services

Deloitte Consulting agrees to perform the following consulting services, as outlined in the County's RFP:

1. General Consulting Services

- a. Provide ongoing expertise, advice and analysis on benefits questions and issues that arise during the term of the Contract.
- b. Consult with County leadership on best practices and industry trends relating to health and group benefits including cost management (i.e. plan design, cost sharing, data utilization), wellness, employee assistance options and disease management. Provide ongoing information on industry developments.
- c. Analyze the County's current health and group benefits plans and assess the extent to which they support the strategy, as well as benchmark competitiveness with industry comparator levels and practice. Identify gaps and recommend new offerings or plan designs or modifications as well as metrics for measuring achievement, and identify options to accomplish necessary changes in plans, vendors, funding arrangements, billing and administrative process.
- d. Attend and support (as needed) internal County meetings and presentations with County leadership, benefit vendors and administrators, the County's labor negotiation team, and union representatives.

2. Procurement

- a. Provide renewal and negotiation services for the County's benefits vendors and review Requests for Proposals that may be issued by the County during the period of this Contract, as well as vendor contracts for specific plans. For this contract, it is anticipated the County will procure for:
 - i. Voluntary Benefits
 - ii. Group dental benefits and
 - iii. Vendors that Provide Dependent Audit services
 - iv. Potentially, other vendors whose initial contract period ends during this contract (e.g., Life Insurance)

3. Vendor Management

EXHIBIT 1

Scope of Services

- a. Provide renewal and negotiation services for the County's benefits vendors, including performance guarantees and evaluation of vendor performance.
 - b. Attend regularly scheduled (quarterly, semi-annual or annual) meetings with the County's vendors, which currently include:
 - i. BCBS of Illinois (medical)
 - ii. CVS (Rx)
 - iii. Guardian (dental)
 - iv. Davis Vision (vision)
 - v. MetLife (life insurance)
 - vi. Broker for Voluntary Benefits
4. Actuarial Services
- a. Provide needed health and group benefits actuarial services, including negotiating with vendors regarding the setting of rates and premium equivalent rates and projecting annual plan funding needs.
5. Compliance
- a. Provide assistance (as requested) to assess and make recommendations concerning the County's compliance with applicable local, state and federal benefit laws, including the Affordable Care Act and HIPAA-HITECH.
6. Communication
- a. Review the County's employee benefits communication vehicles (website and hard copy) and provide a strategy and tactics for engaging employees about their benefits, including Open Enrollment, periodic and ongoing communications.
 - b. Provide ongoing assistance (as needed) with design, writing and production of specific communication pieces, including a quarterly employee benefits newsletter. Production assistance includes review of materials and support working with the County's production resources. Actual printing and distribution of materials is not included.
 - c. As mutually agreeable, conduct Rewards Optimization Survey as referenced in Schedule of Compensation.

EXHIBIT 1

Scope of Services

7. Labor Negotiations

- a. Provide strategic and real time tactical assistance to leadership involved in union negotiations including developing alternative plan models, benchmarking plan features, employee contributions and employer spend with other local employers of similar size, governmental and non-governmental.
- b. Analyze and price alternative benefit designs and/or contribution scenarios; and provide pricing models that display the financial impact of proposed changes.

8. Training

- a. Provide recommendations of various trainings via webinars, on-site, and seminars, tool-kits or other outside subscriptions (as recommended by Deloitte).
- b. Trainings will include industry changes in compliance rules, refreshers on various benefit focus areas such as COBRA, ACA, HIPAA and Medicare.

Approach

Deloitte's approach is to organize the identified areas of support from the RFP into the following four categories of work.

I. Strategy Refresh / Monitoring

Activities in this segment formulate the foundation or framework from which decisions will continue to be made regarding reviewing potential changes to the health and group insurance plans. We believe the most successful strategies offer the organization direction on how the programs should be set up to run effectively and efficiently yet provide flexibility to be modified as the internal and external environments change. Understanding there is a strategy in place, activities in this area are focused on reviewing the strategy to determine if changes/updates are needed. Having worked with the County these past 5 years, we understand how the County makes decisions, what data is needed, and the best way to support the team. We recommend a continuation of the bi-weekly meeting cadence to discuss the happenings in the healthcare plans, discuss any new areas of need, and proactively address the impact of the rapidly changing healthcare marketplace, identifying any new opportunities to enhance the effectiveness of the healthcare programs.

II. Annual Support

Activities in this segment typically are done annually in relation to the program's plan year. Activities include negotiating with vendors on plan pricing and fees (for contracts that renew annually), making design changes (as allowed) and taking the opportunity, as needed, to modify plan provisions and/or contracts to make sure the plans are running efficiently and efficiently. Recommendations on training programs are also included in our annual support services.

EXHIBIT 1

Scope of Services

III. Ongoing Projects

This segment of work includes providing the County with ongoing assistance with the daily operations of the plans. Support includes being available to answer questions and help with problem resolution, as well as meeting with the County to discuss market trends, impacts of changing legislation, etc. We also agree to continue to join the County in the quarterly meetings with the vendors.

IV. Special Projects

In the RFP, the County included needing support with things such as compliance reviews, vendor performance review and RFPs. These activities are not necessarily required annually but would be done as the County requests them.

Detailed Project Activities

The following tables provide an overview of the key consulting activities included in the proposed scope of work.

I. Strategy Refresh / Monitoring	Key Consulting Activities	Key Deliverables / Milestones
1. General Consulting: Analyze the County’s current health and group benefits plans and assess the extent to which they support the strategy, as well as benchmark competitiveness with industry comparator levels and practice. Identify gaps and recommend new offerings or plan designs or modifications as well as metrics for measuring achievement, and identify options to accomplish necessary changes in plans, vendors, funding arrangements, billing and administrative process.	<ul style="list-style-type: none"> • Collect updated census and claims data to create baseline financials • Facilitate a Strategy Refresh meeting with County Risk Management team to discuss strategic priorities, vendor performance and confirm benchmark comparators • As desired, interview 3 to 4 key stakeholders to better understand alignment of Benefit Strategy to County’s current and future workforce and business needs • Benchmark programs against agreed upon comparators • Identify any gaps and provide recommended changes • Summarize findings in “Current State Report” • Update strategy, as needed (and socialize to key stakeholders) 	<ul style="list-style-type: none"> • Data request • Interview guide for key stakeholders • Current State Report (outlining findings of benchmark and comparative analysis) • Outline of any needed changes to the existing Benefits Strategy
Project Staff	<ul style="list-style-type: none"> • Pat Ryan • Dan Plante • Mina Lugukwaga • Josh Grzesiak • Paradigm Actuaries (WBE) 	
Estimated Project Timing / Schedule	<ul style="list-style-type: none"> • 3 to 4 weeks. Work is expected to be done in the July/August timeframe, based on the direction from the County. 	

II. Annual Support	Key Consulting Activities	Key Deliverables / Milestones
1. General Consulting: Consult with County leadership on best practices and industry trends relating to health and	<ul style="list-style-type: none"> • Each year, meet with County to discuss best practices and industry trends related to health and group benefits cost management. We will 	<ul style="list-style-type: none"> • Data request • Summary of current program effectiveness with

EXHIBIT 1

Scope of Services

<p>group benefits including cost management (i.e. plan design, cost sharing, data utilization), wellness, employee assistance options and disease management. Provide ongoing information on industry developments, particularly in areas such as Health Equity and Health & Well-being.</p>	<p>also continue to discuss new areas to consider monitoring or more deeply evaluating (e.g., key Health Equity areas, race, gender, zip code)</p> <ul style="list-style-type: none"> • Based on input from County, continue to collect and update historical claims and enrollment by plan, adding on any new data elements that may enhance the value of the plan. • Map out the current vendor programs to understand their ROI and effectiveness. Identify any potential overlaps and gaps. • Meet with County to discuss findings from deeper data review. • As needed, formulate action plan related to making needed changes 	<p>recommended areas of change</p>
<p>2. Procurement: Provide assistance with Requests for Proposals (RFPs) that may be issued by the County during the period of this Contract. As part of the contracting process, review vendor contracts and performance guarantees.</p> <p>This contract contemplates an RFP being needed for dental, Voluntary Benefits and selection of a firm to perform a Dependent Audit. Life insurance may also be needed. Deloitte has worked with the County on RFPs for medical, pharmacy, dental, live and EAP during our existing contract, so we do understand the County procurement process and rules.</p>	<ul style="list-style-type: none"> • Discuss operational requirements for vendor(s) to be selected • Review services provided by current to determine if any expanded services of interest/needed • Review RFPs provided by County, providing input on needed updates • Assist with procurement solicitation, creating scoring criteria • Support the County with answers to vendor questions submitted during the process. • Evaluate and summarize vendor responses for County Evaluating Committee • Facilitate finalist presentations and follow up on any outstanding items • Review BAFO, performance guarantees and final contracts <p>During the most recent Medical/Rx procurement, Deloitte also provided support to the procurement team. If the County desires, Deloitte is able and willing to do this service again.</p>	<ul style="list-style-type: none"> • Updates to RFP questionnaire • Proposal Scoring Criteria • Evaluation Report for RFPs • Agenda for Finalists • Notes from Presentations • Comments on final contracts (including performance guarantees)
<p>3. Vendor Management: Provide renewal and negotiations services for the County's benefit vendors, including review of performance guarantees and evaluation of vendor performance</p>	<ul style="list-style-type: none"> • Review renewals presented by vendors and provide recommended areas for negotiation • Review performance guarantees, recommending any areas of change due to past performance issues. (For example, BC had to pay on a discount guarantee; this data was used to evaluate the effectiveness of the proposed discount guarantee) • Assist with resolution of any vendor issues • Assist with vendor negotiations 	<ul style="list-style-type: none"> • Memo outlining identified areas for negotiation • Written comments on performance guarantees • Notes from any vendor calls
<p>4. Actuarial Services: Provide needed health and group benefits actuarial services, including negotiating with vendors regarding the setting of rates and premium equivalents and projecting annual plan funding needs. (Paradigm Actuaries will support us, as needed.)</p>	<ul style="list-style-type: none"> • Review renewals presented by vendors and provide recommended areas for negotiation. (Revisit need for Rx being added to stop loss) • Assist with renewal negotiations • Meet with County to discuss trend assumptions for medical, Rx, dental and vision • Complete IBNR and develop claims projection for PPO & HMO (hospital portion) 	<ul style="list-style-type: none"> • Annual renewal report outlining assumptions utilized. Report provides the agreed upon cost rates, as well as COBRA rates

EXHIBIT 1

Scope of Services

	<ul style="list-style-type: none"> • Develop projected cost rates • Develop COBRA rates 	
<p>5. Communications: Working with PCG (our MBE/WBE partner), we will review the County's employee benefits communication vehicles (website and hard copy) and provide a strategy and tactics for engaging employees about their benefits, including Open Enrollment, periodic and ongoing communications.</p> <p>During this contract, our team supported the quarterly newsletters. PCG will help with that work, as well as provide other communications support.</p>	<ul style="list-style-type: none"> • Catalog all existing communication materials (hard copy and on web) • Meet with County to understand effectiveness of communication efforts • Discuss communication strategy and refine strategy, as needed, based on priorities for the year • Review written materials • Prepare the quarterly Employee Benefit Newsletters 	<ul style="list-style-type: none"> • Summary of communications used and effectiveness • Recommendations on ways to improve employee awareness and engagement • Comments on written materials, as reviewed • Quarterly Employee Benefit Newsletters (ready for distribution)
<p>6. Training: Provide recommendations of various trainings via webinars, on-site and virtual seminars, toolkits or other outside newsletters and updates. As needed, provide debriefings on industry trends, changes in compliance rules, refreshers on various benefit regs such as COBRA, ACA, HIPAA, Medicare, and CAA.</p>	<ul style="list-style-type: none"> • Regularly discuss training/educational needs as relates to health and benefits emerging employer trends, regulatory updates and industry developments and innovations. • Working with PCG (our WBE firm) prepare and deliver requested trainings. 	<ul style="list-style-type: none"> • List of on-demand and upcoming webinars and other training provided by associations such as World at Work and the Society for Human Resource Management. • Appropriate scholarly articles and new research, including Deloitte's Human Capital Trends and Healthcare Industry research. • Training presentations.
Project Staff	<ul style="list-style-type: none"> • Pat Ryan • Dan Plante • Mina Lugukwaga • Josh Grzesiak • Project SMEs: Wyatt McCastle (Pharmacy Benefit Management) and Deborah Coffman (Communications) • PCG (MBE support for Communications and Training) 	
Estimated Project Timing / Schedule	Timing varies on task. At time of request detailed timing will be provided to ensure delivery in the agreed upon timeframe.	

III. Ongoing Support	Key Consulting Activities	Key Deliverables / Milestones
<p>1. General Consulting: Provide ongoing expertise, advice and analysis on benefits questions and issues that arise during the term of the Contract.</p>	<ul style="list-style-type: none"> • Understand Cook County question / issue • Research issue (as needed) and meet to discuss resolution • Prepare written response (as needed) 	<ul style="list-style-type: none"> • Historically, the County regularly discussed various issues/questions with us during our bi-weekly meetings, or via email (for more urgent matters). Depending on nature of question/issue, we either set up a call to discuss or provide a written response to address the question being asked. <p>We propose continuing that arrangement.</p>
<p>2. Vendor Management: Attend regularly scheduled vendor meetings</p>	<ul style="list-style-type: none"> • Review vendor meeting presentation and prepare for meeting • Attend meeting 	<ul style="list-style-type: none"> • Vendor Governance Schedule • Meeting notes and follow up items • As needed, work with vendor to address any County needs that

EXHIBIT 1

Scope of Services

III. Ongoing Support	Key Consulting Activities	Key Deliverables / Milestones
	<ul style="list-style-type: none"> Take meeting minutes and distribute to attendees Identify follow up items (and, as needed, follow up with vendors on action items) 	come up during the quarterly discussions.
Project Staff	<ul style="list-style-type: none"> Pat Ryan Dan Plante Mina Lugukwaga Josh Grzesiak SMEs, as needed 	
Estimated Project Timing / Schedule	Timing varies on task. At time of request detailed timing will be provided to ensure delivery in the agreed upon timeframe.	

IV. Special Projects	Key Consulting Activities	Key Deliverables / Milestones
<p>1. General Consulting: attend and support (as needed) internal County meetings and presentations with County leadership, benefit vendors and administrators, the County's labor negotiation team, and union representatives.</p>	<ul style="list-style-type: none"> Understand client question / issue Research issue (as needed) and meet to discuss resolution Prepare written response / management presentation (as needed) Attend meetings, as needed 	<ul style="list-style-type: none"> Written response / recommendation / presentation (as needed)
<p>2. Compliance: provide assistance (as requested) to assess and make recommendations concerning the County's compliance with applicable local, state and federal benefit laws, including the Affordable Care Act and HIPAA-HITECH, as well as Consolidated Appropriations Act (CAA)</p>	<ul style="list-style-type: none"> Understand client question / issue Research issue (as needed) and meet to discuss resolution Prepare written response / management presentation (as needed) Attend meetings, as needed 	<ul style="list-style-type: none"> Written response / recommendation / presentation (as needed)
<p>3. Communications: provide ongoing assistance (as needed) with design, writing and production of specific communication pieces, including a quarterly employee benefits newsletter</p> <p>PCG, our MBE, will support Deloitte in this area.</p>	<ul style="list-style-type: none"> Review communication materials, as requested Draft new materials (Note: Deloitte does not have internal production capabilities, but can work with County vendors to oversee production and design) 	<ul style="list-style-type: none"> Written materials
<p>4. Labor Negotiations: provide strategic and real-time tactical assistance to leadership involved in labor negotiations including developing and pricing alternate models; benchmarking plan features, employee contributions and employer spend against comparators.</p>	<ul style="list-style-type: none"> Provide strategic and real-time tactical assistance to the County team related to negotiations Provide actuarial pricing on County proposals Price union proposals Provide competitive data, as needed, to support (or refute) proposed changes 	<ul style="list-style-type: none"> Presentations Pricing Summaries Comparative benchmark data
Project Staff	<ul style="list-style-type: none"> Tom Steiner Pat Ryan Dan Plante Mina Lugukwaga Josh Grzesiak 	
Estimated Project Timing / Schedule	Timing varies on task. At time of request detailed timing will be provided to ensure delivery in the agreed upon timeframe.	

EXHIBIT 1

Scope of Services

Project Timing

Deloitte will meet with the County annually to identify the key activities for completion for the July 1 – June 30 contract period. Understanding that project needs change, requests for services will be coordinated through Patricia Ryan. At time of request Deloitte will identify needed data and timing and identify the individuals who will be tasked to complete the activity.

Use of our WBE Firms

Deloitte Consulting has engaged 2 WBE Firms to support us on this contract:

- Paradigm Actuaries LLC is a WBE, supporting us with financial analysis. Although they are P&C actuaries, we believe their financial aptitude will translate to health work, and their junior staff can support our work.
- PCG Consulting Group, a firm we use on other Cook County engagements Deloitte serves, will be our MBE firm. PCG will help us with communications (they have designers on their staff) as well as any formal training needed. They also have strong PMO capabilities should the County need that service again from Deloitte.

EXHIBIT 2

Schedule of Compensation

Schedule of Compensation

The 3-year Compensation under this contract shall not exceed \$1,017,565 without proper authorization.

Consulting Professionals (Key Personnel)	Hourly Rate*
Principal	\$400
Director	\$400
Specialist Leader	\$385
Senior Manager	\$385
Manager	\$315
Senior Consultant	\$265
Consultant	\$235
Analyst	\$225
Clerical	\$80
Subcontractor: PCG Consulting Group	\$230
Subcontractor: Paradigm Actuaries LLC	\$230

*Hourly rates as quoted above begin July 1, 2024 and renew each July 1 at an increase of no more than 5% per year for the first term of the term of the contract. Fees include travel and other expenses.

*Fees owed to third parties for data extracts, software licenses, etc. are not included.

A summary of the 3- and 7-year contract terms, as well as applicable assumptions are as follows:

Description	Project Price / Not -to-Exceed for Contract Term (3 Years)	Project Price / Not -to-Exceed for Contract Term (7 Years)
Scope of Services Item #1: General Benefits Consulting Services	\$1,017,565	\$2,567,640
Scope of Services Item #2: Procurements		
Scope of Services Item #3: Vendor Management		
Scope of Services Item #4: Actuarial Services		
Scope of Services Item #5: Compliance		
Scope of Services Item #6: Communications		
Scope of Services Item #7: Labor Negotiations		
Scope of Services #8: Training		
Total		
<i>Exclusions/Caveats for Items 1-6</i>	Because the timing of 3 RFPs is not outlined in the RFP, we consider these annual amounts to be estimates, with the 7-year total being our proposed not-to-exceed amount. With additional clarification regarding which years the RFPs will need to be completed, we would be willing to discuss fine tuning the annual amounts as not-to-exceed limits per year.	
	Quoted fees do not include printing or distribution of communications to employees	
	The fixed price is based on a maximum of 1,200 hours per year	
<i>Exclusions/Caveats for Item 7</i>	The Collective Bargaining fees are based on our historical experience with the County and are estimates, with the 7-year total being our proposed not-to-exceed fees. This allows the County to utilize the proposed fees in years other than Year 1 and Year 6, if bargaining cycles should change.	
	Quoted fees do not include printing or distribution of communications to employees	
	The fixed price is based on a maximum of 175 hours per year	
<i>Exclusions/Caveats for Item 8</i>	Based on the description, Deloitte does not propose any consulting charges to be incurred. As a service, Deloitte provides all clients with regulatory updates through our RPI. We are also willing to provide trend information obtained through the Firm's subscriptions to such things as: World at Work, SHRM, the International Foundation of Employee Benefits, etc.	
	Quoted fees do not include conducting actual training for compliance activities, or payment for the County to attend trainings we share information on. Our annual fees do include Deloitte's creation and delivery of any trainings needed for regulatory changes (as we do in our current contract).	

Additional work to be performed at the hourly rates shown above.

If the County desires a Rewards Optimization Survey, which surveys employees on how well the current benefit program aligns with their needs, that fee is not included in the above capped rate. Fees also do not include accessing People Prism should the County require use of that tool for evaluation of Health Equity or Well-being analyses.

Please note that the Deloitte fees are not "retainer" fees, meaning the County will only be charged a consulting fee if a service is utilized. We also receive no other compensation for our services. Deloitte does not accept commissions from vendors for services performed for the County.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I. POLICY AND GOALS

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is thirty-five percent (35%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not

be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

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

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
161 N. Clark, Suite 2300

Chicago, Illinois 60601
(312) 603-5502



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

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14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

April 10, 2024

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

Re: Contract No.: 2305-09194 **RFP**
Health & Group Benefits Consulting
Department of Risk Management

Dear Mr. Sarrafian

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

Bidder: Deloitte Consulting LLP
Original Contract Value: \$1,017,565.00
Anticipated Contract Term: August 1, 2024 – July 31, 2027
RFP – Professional Services
Contract Goal: 35% Overall MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
PCG International, Inc.	MBE(AA)	City of Chicago	5.69% \$57,954.38*
Paradigm Actuaries, LLC	WBE(CF)	City of Chicago	<u>12.15% \$123,669.63*</u>
Total			17.84%

Partial MBE/WBE Granted: There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

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

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/vl

cc: CoMakiya BaskinSmith, OCPO
Deanna Zalas, Department of Risk Management
Jacqueline Hrabak, Department of Risk Management

**Petition for Partial or Full Waiver – Form 3
Schedule 1**

Bidder/Proposer: Deloitte Consulting LLP

Contract No./Title: Contract No. 2305-09194 Health & Group Benefits Consulting

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Partial Waiver Statement

Consistent with our current contract, Deloitte is seeking to maintain our 17.84% MBE/WBE participation rate due to lack of qualified organizations that we can partner with to meet the target 35% and be able to maintain the level of specialized technical expertise to fulfill our contractual obligations. We did review the list of eligible contractors but did not find any that have health actuarial capabilities. Most of the work for this contract requires actuarial expertise and experience associated with the management of an employer health benefit plan. There are no County certified MBEs or WBEs that employ actuaries that have employer health benefit plan experience. Paradigm Actuaries (utilized in current contract) are insurance actuaries (property & casualty) and we are able to leverage that experience in minor ways to help us achieve an overall 17.84% participation rate, along with participation from PCG Consulting for all communication services.

Even though there are no Certified MBE/WBE health actuarial vendors currently listed in the Diversity Management System, Paradigm Actuaries will be participating at 12.15% and PCG Consulting will be participating at 5.69%, for a combined participation percent of 17.84%.

While the Diversity Management System did indicate another actuarial firm, CLB Consulting Group, it was not certified as a health actuary, so engaging them would not have helped our overall participation percentage.

Timelines:

- a. When the Bidder/Proposer knew of the bid; **November 20, 2023**
- b. When the Bidder/Proposer contacted the PCE(s); **November 27, 2023**
- c. When the Bidder/Proposer formulated its bid and utilization plan; **November 27, 2023 through December 11, 2023** and

- d. When was the bid request due date. **Proposal submitted on December 12, 2023.**
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE; **Contact with Paradigm Actuaries and PCG Consulting was made on November 27, 2023**
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication); **Communications were with Michelle Sparks of Paradigm Actuaries and Tom Numbere of PCG Consulting.**
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; **Zero unsuccessful** and
 - a. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation. **As previously mentioned, due to the specialized health actuarial nature of this engagement, there was no opportunity to promote PCE participation as there were no certified MBE/WBE health actuaries.**
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation. **As there are no certified MBE/WBE health actuaries there is no opportunity to maximize indirect participation.**
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff. **The Office of Contract and Compliance was not used.**
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations. **Not applicable.**
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation. **As previously mentioned, due to the specialized health actuarial nature of this engagement and given that there were no certified MBE/WBE health actuaries that could participate in this engagement, our compliance efforts were limited by such.**

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: PCG International Inc

Address: 1701 S. 1st Avenue Suite 510 Maywood, IL 60153

E-mail: tnumbers@pcgintl.com

Contact Person: Tom Numbers Jr. Phone: 312-343-5265

Dollar Amount Participation: \$ \$57,954.58

Percent Amount of Participation: 5.69% %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

MWBE Firm: PCG International Inc

Certifying Agency: _____

Contact Person: Tom Numbere Jr.

Certification Expiration Date: _____

Address: 1701 S. 1st Avenue Suite 510

Ethnicity: _____

City/State: Maywood, IL Zip: 60153

Bid/Proposal/Contract #: _____

Phone: 312-343-5265 Fax: _____

FEIN #: _____

Email: tnumbere@pcgintl.com

Participation: Direct Indirect

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

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

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

PCG International Inc will help Deloitte with communications (they have designers on their staff) as well as any formal training needed. They also have strong PMO capabilities should the County need that service again from Deloitte.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
Years 1-3: 5.69% \$57,954.38

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

[Signature]
Signature (MWBE)

[Signature]
Signature (Prime Bidder/Proposer)

Jerry Gerasimou
Print Name

Tom Steiner
Print Name

PCG International Inc
Firm Name

Deloitte Consulting LLP
Firm Name

4/4/24
Date

4/5/2024
Date



Subscribed and sworn before me
this 5th day of April, 2024.
Notary Public [Signature]

SEAL



SEAL

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Deloitte Consulting LLP
Contract No./Title: Contract No. 2305-09194 Health & Group Benefits Consulting

A. BIDDER/PROPOSER HEREBY REQUESTS:

<u> </u> FULL MBE WAIVER	<u> X </u> PARTIAL MBE WAIVER
<u> </u> FULL WBE WAIVER	<u> X </u> PARTIAL WBE WAIVER
<u> </u> FULL DBE WAIVER	<u> NA </u> PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- X (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- X (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan; and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional act uesting Bidder/Proposer.



Sig

Managing Director

Title

4/5/2024

Date

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Paradigm Actuaries LLC

Certifying Agency: _____

Contact Person: Michele Sparks

Certification Expiration Date: _____

Address: 4526 N Hermitage Ave

Ethnicity: _____

City/State: Chicago, IL Zip: 60640

Bid/Proposal/ Contract #: _____

Phone: 312-953-3919 Fax: _____

FEIN #: _____

Email: michele@paradigmactuaries.net

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

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

Paradigm Actuaries LLC will help Deloitte with services such as Benchmarking, Market Best Practices, Research on Benefits Items, and Technical Support and Analysis.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
Years 1-3: 12.15% \$123,669.63

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

Michele Sparks
Signature (M/WBE)

Tom Steiner
Signature (Prime Bidder/Proposer)

Michele Sparks
Print Name

Tom Steiner
Print Name

Paradigm Actuaries LLC
Firm Name

Deloitte Consulting LLP
Firm Name

4/4/24
Date

4/5/2024
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 4 day of April, 2024

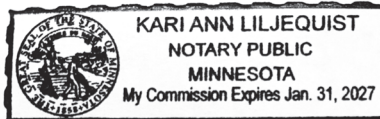
this 5th day of April, 2024

Notary Public [Signature]

Notary Public [Signature]

SEAL

SEAL



MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Paradigm Actuaries LLC

Address: 4526 N Hermitage Ave, Chicago, IL 60640

E-mail: michele@paradigmactuaries.net

Contact Person: Michele Sparks Phone: 312-953-3919

Dollar Amount Participation: \$ 123,669.63

Percent Amount of Participation 12.15% %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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





Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name PCG International, Inc.
 Address 5315 North Clark #132 City Chicago, IL 60660
 County Cook County State Illinois Zip _____
 Phone (____) (704) 607 4965 Email tnumero@pcgintl.com

I Jerry Gerasimou VP of Operations
(Authorized Representative) (Print Title)

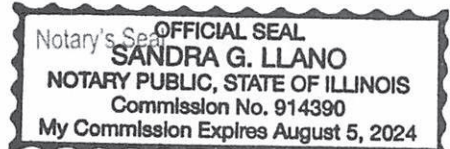
of PCG International, Inc. do hereby affirm:
(Name of Firm)

- 1) PCG International, Inc. is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as: Black- Hispanic- Asian- Woman-owned business.
(Name of Firm)
- 2) With respect to PCG International, Inc., the personal net worth of the qualifying (51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)
(Name of Firm)
- 3) The average annual gross receipts of PCG International, Inc. as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)
(Name of Firm)

Upon penalty of perjury, I Jerry Gerasimou affirm that, to the best of my knowledge and belief, the information herein is true and accurate.
(Authorized Representative)

Signature Jerry Gerasimou Title VP of Operations Date 3/28/2024
 Subscribed and sworn to before me this 28 day of March, 2024
(Month) (Year)

Sandra G Llano
(Notary's Signature)



My Commission Expires 8/5/2024



[Faint, illegible text throughout the page, likely bleed-through from the reverse side.]

MY Commission Expires August 6, 2024
 Commission No. 01-1390
 NOTARY PUBLIC, STATE OF ILLINOIS
 SANDRA G. LAND
 OFFICIAL SEAL

[Handwritten signature or initials.]

EXHIBIT 4

Evidence of Insurance

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

Master

118 North Clark Street
Chicago, IL

File Number: 24-1615

File ID: 24-1615

Type: Contract

Status: Approved

Version: 1

Presenters
:

Agency: Board of
Commissioners

File Created: 02/20/2024

File Name: New Contract Deloitte (Health & Group Benefits Consulting) 2305-09194

Final Action: 04/18/2024

Agenda Item: PROPOSED CONTRACT

Department(s): Risk Management

Vendor: Deloitte Consulting LLP, Chicago, Illinois

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

Good(s) or Service(s): Health & Group Benefits Consulting

Contract Value: \$1,017,565.00

Contract period: 8/1/2024 - 7/31/2027 with two (2) two-year renewals

Potential Fiscal Year Budget Impact: FY 2025 \$ 359,055.00, FY 2026 \$ 322,500.00, FY 2027 \$ 336,010.00

Accounts: 11000.1490.13385.520830.00000.00000

Contract Number(s): 2305-09194

Concurrences:
The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation and partial MWBE waiver.

The Chief Procurement Officer concurs.

Summary: This contract will allow the Department of Risk Management to receive Health and Group Benefits Consulting Services. The services identified include annual actuarial assessments, procurement support, vendor management, compliance support, communications, and the ability to provide strategic counsel on industry trends such as plan design management and other aspects of employee benefits cost containment.

This contract is awarded through a publicly advertised Request for Proposal (RFP) in accordance with Cook County Procurement Code. Deloitte Consulting LLP was selected based on established evaluation criteria.

Notes:

Sponsors:

Enactment Date:

Attachments: 24-1615 - New Contract Deloitte (Health Group

Enactment Number:

Benefits Consulting) 2305-09194

Contact:

Drafter: Jacqueline.Hrabak@cookcountyil.gov

Hearing Date:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Commissioners	04/18/2024	approve				Pass

Text of Legislative File 24-1615

Contract No. 2305-09194
Health & Group Benefits Consulting

EXHIBIT 6

Identification of Subcontractors/Supplier/Subconsultant Form

Contract No. 2305-09194
Health & Group Benefits Consulting

EXHIBIT 7

Economic Disclosure Statement

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

No lobbyist or agent employed by or working on behalf of Deloitte & Touche LLP has had any contact or communication with any State/Public officer or employee concerning this bid or offer.

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

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

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

b) If yes, list business addresses within Cook County:
111 South Wacker Drive
Chicago, IL 60606

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: No:

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None.

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Deloitte LLP

D/B/A: N/A FEIN # Only: 13-5133500

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip Code: 10112

Phone No.: 612.659.2595 Fax Number: N/A Email: tsteiner@DELOITTE.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Deloitte LLP partners and principals who reside in Illinois:			
Address: 111 S. Wacker Drive, Chicago, IL 60606er.			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Tom Steiner

Managing Director

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

Title

Tom Steiner

12/5/2023

Signature

Date

tsteiner@DELOITTE.com

612.659.2595

E-mail address

Phone Number

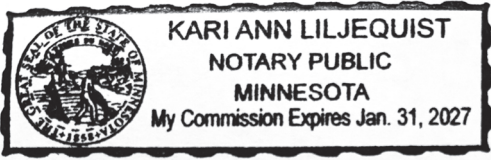
Subscribed to and sworn before me
this 5th day of Dec., 2023.

My commission expires:

X *Kari Liljequist*
Notary Public Signature

January 31, 2027

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years.

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: Deloitte LLP

Address of Person Doing Business with the County: 111 S. Wacker Drive, Chicago, IL 60606

Phone number of Person Doing Business with the County: 612.659.2595

Email address of Person Doing Business with the County: tsteiner@DELOITTE.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Deloitte Consulting LLP / 111 S. Wacker Drive, Chicago, IL 60606

Tom Steiner, Managin Director / Phone: 612.659.2595 / Email: tsteiner@DELOITTE.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2305-09194

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,037,995

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: CoMakiya Baskin-Smith,

comakiya.baskinSmith@cookcountyil.gov

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

comakiya.baskinSmith@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

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

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Tom Steiner

12/5/2023

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2305-09194
County Using Agency (requesting Procurement): Cook County Government

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Deloitte LLP
Substantial Owner Complete Name: N/A
FEIN# 13-5133500



E-mail address: tsteiner@DELOITTE.com

Street Address: 111 S. Wacker Drive
City: Chicago State: IL Zip: 60606



III. Compliance with Wage Laws:

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

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

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

IV. Request for Waiver or Reduction

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

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

V. Affirmation

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

Signature: Tom Steiner Date: 12/5/2023

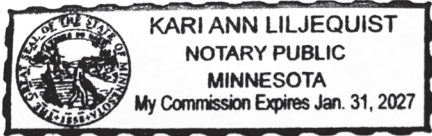
Name of Person signing (Print): Tom Steiner Title: Managing Director

Subscribed and sworn to before me this 5th day of December, 2023

X Kari Liljequist
Notary Public Signature

Notary Seal

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



Attachment 1

Deloitte LLP State of Illinois

Abbattista, Anthony Luke	Cullen, Peggy L	Holland, Christopher Richard
Adams, Matthew R	Dabruzzo Jr., Ronald	Howenstein, Steven Marc
Ahern, Lisa N.	Daly, Daniel Patrick	Huber, Amy Jo
Albin, William M	Dange, Manav	Hueber, Philip W
Ali, Mustaque Muhammad	Davis, Jamie Nicole	Huelsman, Trina Juliana
Alkema, Donald Douglas	De la Torre, Hernan A	Huston, Michael D
Allen, Chris F	Denny, Bradley James	Jagiello, Alan P
Amato, Devin	Deshpande, Tejaswini Ramakant	Janiak, Stacy R.
Andersen, Crystal J	Dhir, Varun	Jennings III, John J
Arora, Animesh	Diamond, Wendy H	Johnson, Antonio Deon
Arthur, Cassidy Marie	Dihu, Habeeb J.	Johnson, Eric L
Bahr, Matthew Robert	Dorenwendt, Heiko	Jones, Ryan C
Bansal, Vikas	Douce, Brian M	Kagan, Allan
Barta, Stephen E	Doyle, Julie Marie	Kalish, Kent J
Bauer, Kristin D.	Dutt, Debanjan	Kaplan, Kristi Page
Becker, Elijah Lucas	Edell, Laura E	Kapoor, Pawan
Bell, Andrea Marie	Eisenberg, Aaron P.	Karia, Siddharth Ramesh
Bergner, Jeffrey J	Falkenhayn, Carrie-Ann M.	Kasuya II, Alexander Nobuji
Berrill, Elizabeth Audrey	Feinberg, Andrew	Kaye, Robert Scott
Birchard, Steve S.	Frank, Daniel Patrick	Keefe, Thomas L
Bonelli, Linda L.	Fritz, Jack Williams	Kemp, Stacy Marie
Brennan, Sean Michael	Fronza, Meredith Trelease	Keyes, John
Brodzik, Christina Rebecca	Garrett, Robert B	Khwaja, Aref
Brotschul, Martin Phillip	Gest, Darren Michael	Kinzler, Daniel J.
Brynaert, Christine Patricia	Gill, Jasmeet S	Kleczynski, Rochelle F
Buck Jr., Thomas Luscombe	Gill, Kelly Ann	Klein, Sara E
Buelow, Darin Martin	Gilson, Michael J	Knight III, Robert Miller
Burns, Jeffrey John	Gorman, Allyson Michelle	Koenigsknecht, Jack G.
Caffarelli Jr., Richard Michael	Graf, William P.	Kohn, Barry E.
Calzaretta, James C	Grant, Sheryl L	Kohn, Isaac Vita
Caplan, Sarah Frances	Green, Michael D	Kulans, Arthur A
Caronia, Mateo Eduardo	Griffiths, Jeffrey Edward	Kurowski, Susan M
Carrier, Matthew R.	Grundman, Erich B	Kutty, Santosh K
Caruso, Christopher P	Gunderson, Cameron Brock	Lademan, Sara A
Ceglarek, Steven John	Guska Jr., William Joseph	Lapetina, Timothy James
Chand, Sharon K	Haddad, Nidal G	Larson, Jennifer Lyn
Chang, Louise	Hall, Dana Elaine	Laughridge, Kevin W
Chick, Jean V.	Hannibal, Edward Patrick	Leadstrom III, Peter D
Choe, Ted	Heath, Tracy A	Legere, Paul F
Clark, Matthew Paul	Hirsh, Jason Alan	Little, Brian D
Cloud, Julia A.	Hitchcock, Larry R.	Littmann, Daniel B.
Conroy, Sean P	Hoffman, David N	Loo, Elaine Y
Conway, Patrick R	Holcomb, Scott Winslow	Loomis, Brian Travis
Crowe, Steven Robert	Hollack, Claudine L	Lostumbo, Nicola Francesco
Louderback, Todd B	Regelbrugge, Adam Scott	Tobias, Matthew David
Lougheed, Geoffrey Wayne	Rodriguez, Karen M	Tone, Wolfe J
Luecke, Thomas Schilling	Rogowski, Amy L	Trame, Trever J
Lukan, Boris R	Rooney, Daniel Timothy	Treiber, John S.

Lund, Michael D
Lynch, Jennifer Ryan
Lyons, Diane M.
MacIntosh, Iain Brownlie
Malikowski, John T
Maniar, Anuj
Marsden, Benjamin Andrew
Martini, Natalie Jo
Masoud, Raed A.
May, Olivier Gaston
May, Tyson S
Metke, Kevin M
Misner, Patricia Joan
Mitchell Jr., Edwin Joseph
Mueller Jr., Daniel T
Mueller, Beth A
Mueller, Robert M
Mullapudi, Madhav Satya Phani
Murali, Ramya Sumithra
Nanda, Ruchir
Nelson, Erica K
Nowak, David M
Oberst, David Andrew
O'Dell, Jennifer H
Oldaker, Brandon David
Oleksyk, Jon M.
Ollila, Eric Paul
Ozeki, Aya
Pajula, Seema
Parenti, Eva
Parikh, Dipen R
Pearson, Mark Eugene
Perez, Rick L
Pesa, Lauren Marie
Pipala, Michael A
Poe, Steven F.
Poliquin, Daniel
Pollard, William J.
Ponton, Mindy J
Porter, Kimberly A.
Prabhakar, Kavitha
Rafique, Ayesha
Ray, Laura B
Roop, John D
Ruben, Brian D.
Russo, Anthony Frank
Rutke, Rive R
Samonds, Matthew R
Samonds, Timothy M
Samson, Todd A
Saviano, Micaela Klein
Scaramella, Michael Anthony
Scheibel, Patrick John
Scherer, Katherine M.
Schreiber, Steven
Schulte, Michael Joseph
Schwartz, Daniel R
Schwindt, William
Scott, Christine V
Sedivy, Peter J
Seykora, Steven James
Shah, Nayan
Shaikh, Mohammadmatin Ahemadhusen
Shaw, Jeffrey M.
Shields, Lisa VanMeter
Sirken, Daniel Whitmore
Sivakumaran, Shivashankari
Slattery, Michael J
Smith, Jeffrey J
Snaidauf, Derek
Sohigian, James P
Sonenthal, Ronald S.
Stacy, Nancy A
Stansbury, Martin John
Stecz, Ryan J.
Steinberg, Jeffrey A.
Sterrett, Lynne R
Stiller, Benjamin Richard
Strahan, Jason Wayne
Sullivan, Meghan K
Sundt Jr., Daniel E
Szalony, Scott P
Teriba, Olufisayomi Adebowale
Thayer, Courtney Lynn
Thomas, Peter George
Tilghman, Noemie D
Truesdell, Allen B.
Tye, Craig K m
Ulleweit, Michael L
Umbenhauer, Brian K.
Valdick, Mark W
Van daele, Brian Thomas
Van Houtte, Andrew J
Van Laan, Benjamin Ryan
Van Laten, John C
Voelkel, John R.
Voorhees, Jennifer A
Waelter, Anthony M.
Walker, John A.
Walker, Joseph M
Walker, Lisa Katrin
Walsh, Thomas Harold
Wangard, Matthew T.
Ward, Scott R
Watson, James R
Webb, Jeffrey J
Weinert McDonnell, Lesley Anne
Welch, Doug
Whalen, Richard A.
Wietfeld, Lindsay Nicole
Wilgenburg, Arie S
Wilson, Andrew A
Woitel, Kyle F
Wolfe, Stephanie C
Wyman, Jason R
Yaros, David Alan
Yauch Jr., Glenn J
Yong, Doyoung
Yousuf, Faisal Shehzad
Yu, Frances
Zellers, Mary M
Zipprich Jr., Thomas Anthony
Zitny, Elizabeth Ann

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

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

Execution by LLC

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

Execution by Partnership/Joint Venture

Deloitte LLP _____ Partnership/Joint Venture Name	<i>Tom Steiner</i> _____ *Partner/Joint Venturer Printed Name and Signature
12/5/23 _____ Date	612.659.2595 / tsteiner@DELOITTE.com _____ Telephone and Email

Execution by Sole Proprietorship

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

Subscribed and sworn to before me this

5th day of December, 2023.

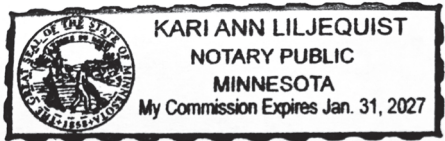
Kari Liljequist

Notary Public Signature

My commission expires:

January 31, 2027

Notary Seal



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

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

**Raffi
Sarrafian**

Digitally signed by Raffi
Sarrafian
Date: 2024.05.31 10:54:05
-05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

James Beligratis

Assistant State's Attorney
(Required on contracts over \$1,000,000)

5/31/24

Date

CONTRACT TERM & AMOUNT

2305-09194

Contract #

August 1, 2024 - July 31, 2027

Two (2) , two-year renewals

Original Contract Term

Renewal Options (If Applicable)

\$1,017,565.00

Contract Amount

April 18, 2024

Cook County Board Approval Date

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
APR 18 2024
COM _____**