

PROFESSIONAL SERVICES AGREEMENT

Workers Compensation Administrative Services

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF RISK MANAGEMENT

AND

RISING MEDICAL SOLUTIONS, LLC D/B/A RISING MEDICAL SOLUTIONS

CONTRACT NO. 2423-020911
PURCHASE ORDER NO. 70000376524

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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|------------|---|
| Exhibit 1 | Statement of Work |
| Exhibit 2 | Key Personnel / Organization Chart |
| Exhibit 3 | Schedule of Compensation |
| Exhibit 4 | Electronic Payables Program (“E-Payables”) |
| Exhibit 5 | Certificate for Consulting or Auditing Services Form |
| Exhibit 6 | Minority and Women Owned Business Enterprise Commitment |
| Exhibit 7 | Evidence of Insurance |
| Exhibit 8 | Board Authorization |
| Exhibit 9 | Identification of Subcontractor/Supplier/Subconsultant Form |
| Exhibit 10 | 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 Rising Medical Solutions LLC, d/b/a Rising Medical Solutions doing business as a(an) limited liability company of the State of Delaware, hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on October 23, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for Workers Compensation Administrative Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

| | |
|------------|---|
| Exhibit 1 | Statement of Work |
| Exhibit 2 | Key Personnel / Organization Chart |
| Exhibit 3 | Schedule of Compensation |
| Exhibit 4 | Electronic Payables Program (“E-Payables”) |
| Exhibit 5 | Certificate for Consulting or Auditing Services Form |
| Exhibit 6 | Minority and Women Owned Business Enterprise Commitment |
| Exhibit 7 | Evidence of Insurance |
| Exhibit 8 | Board Authorization |
| Exhibit 9 | Identification of Subcontractor/Supplier/Subconsultant Form |
| Exhibit 10 | 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 | Key Personnel / Organization Chart |
| Exhibit 3 | Schedule of Compensation |
| Exhibit 4 | Electronic Payables Program (“E-Payables”) |
| Exhibit 5 | Certificate for Consulting or Auditing Services Form |
| Exhibit 6 | Minority and Women Owned Business Enterprise Commitment |
| Exhibit 7 | Evidence of Insurance |
| Exhibit 8 | Board Authorization |
| Exhibit 9 | Identification of Subcontractor/Supplier/Subconsultant Form |
| Exhibit 10 | 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 the County.

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 2, Key Personnel / Organization Chart.

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.

i) Insurance To Be Provided

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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 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 \$1,000,000 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.

Additional Requirements

(a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name 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. 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. 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
- (1) All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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 as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

j) Examination of Records and Audits

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

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

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed

amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

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

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

l) Professional Social Services

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2026 ("**Effective Date**") and continue until December 31, 2028 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for 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 3 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 invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

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

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the

complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

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

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or

cause to be performed this Agreement under the terms and conditions stated in this Agreement;

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

b) Ethics

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

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and

without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity. Notwithstanding the foregoing, Consultant's owners and affiliates that are not a direct party to this Agreement and that do not provide services under this Agreement shall have no obligation, liability or undertakings under this Agreement.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

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

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant ninety (90) days in advance of the date of such termination. 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. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County upon the effective date stated in the notice.

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

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

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

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension

exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

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

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

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

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements,

considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

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

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) Contract Amendments

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond \$200,000, 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

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

h) Waiver

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

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

i) Independent Consultant

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical

reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration or any computer software, specifications, manuals, technical reports or other information related to Contractor's Vision™ software and tools.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any subject data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such

Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by

refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require

establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist. Notwithstanding anything to the contrary herein, no computer software, specifications, manuals, technical reports or other information related to Contractor’s Vision™ software and tools shall be considered “works made for hire” and County shall have no right, title or interest therein.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications

equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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 60602
(Include County Contract Number on all notices)

If to Consultant: Rising Medical Solutions, LLC
 325 North LaSalle Drive, Suite 600
 Chicago, Illinois 60654
 Attention: _Chief Executive Officer
 With a copy to: General Counsel

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

**Cook County Government
&
Rising Medical Solutions
Statement of Work**

I. **General Description:**

Rising Medical Solutions and Rising Medical Solutions subcontracted partners (collectively, "Rising") will provide various Workers: Compensation Medical Bill Repricing Services, Medical Management and Other Services ("Services") for Cook County Government and Forest Preserves of Cook County ("County") as further described in this Statement of Work, Implementation Plan and a Business Requirements document subject to annual review by both Rising and the Department of Risk Management.

II. **Applicable Definitions:**

All definitions applicable to this Statement of Work ("SOW") are set forth in Appendix A to this SOW and incorporated herein. The Services provided in this SOW and any subsequent SOW are governed by the terms and conditions of the Agreement.

III. **Medical Bill Repricing Services:** During the Term of the Agreement and as directed by County, Rising will provide the following Services:

- A. Medical Bill Repricing Services refers to the review of workers' compensation medical bills, employing some or all of the following individual service elements:
- i. Medical Bill Review (MBR) - refers to all Medical Bill Repricing techniques. Medical Bill Review includes but is not limited to the application of state-mandated fee schedules and/or the application of usual/customary medical billing data where enforced by the laws applicable to a claim.
 - ii. Preferred Provider Organization/Program (PPO/PPP) - refers to organizations that have negotiated volume-based discounts with unaffiliated physicians, medical facilities, and other medical providers and the payment discounts offered by these organizations. Rising will work with and establish contractual relationships with preferred provider organization/program networks at the reasonable request of County.
 1. Rising will manage provider relationships and disputes and mediate any dispute with networks and providers.
 2. Rising warrants it has written agreements in place with preferred provider organizations/programs that allow, subject to this Agreement, County access to its contracts with PPO/PPP Network Providers. Rising's agreements with such preferred provider organization/program shall prohibit patient balance billing by PPO/PPP Network Providers for amounts discounted in accordance with PPO/PPP contract rates.
 3. Rising shall provide dispute resolution and re-evaluation services for any provider disputing a Rising recommended reimbursement.
 4. Rising shall, with County approval, issue payment to provider based upon Rising's review and re-pricing in a timely manner, consistent with applicable state, federal, network, or its contractual requirements for payment. Rising, with County approval, shall reimburse a provider contracted by or affiliated with a Rising preferred provider organization/program (a "PPO/PPP Network Provider") for services provided to an individual insured by County ("Participant") on or before the thirty (30th) day

following the date on which a complete bill for payment was received by County. If payment is not made within said thirty (30) day period, upon PPO/PPP Network Provider's request, the County shall forfeit the discount for the provision of PPO/PPP Network Provider's services and the County shall be required to pay the PPO/PPP Network Provider at the bill review applicable allowance rates. For bills with individual negotiations, the timeframes to achieve the discount may be shorter and will be defined on a case-by-case basis.

5. Rising shall furnish a billing Provider with an explanation of benefits, whether or not any payment is made on the bill for payment, that reflects the date of service, the balance, if any, owed by the County, any amount owed by the patient, and such other information as may be reasonably required for the Provider to reconcile the payment, if any, with the corresponding bill submitted by the Provider.
 6. County shall establish and implement a system for PPO/PPP Network Providers to verify those Participants entitled to receive services at network rates. Such verification system must include a toll-free telephone number that may be used by PPO/PPP Network Providers during normal business hours to confirm a Participant's eligibility and coverage. Additionally, a written form of notification to the PPO/PPP Network Provider, such as a website or an identification card is preferred. County reserves the right to use non-network providers deemed medically appropriate by County.
 7. County shall not retroactively deny a bill for medical service on the basis that such medical service was not medically necessary or authorized if the bill was authorized in advance by the County or anyone authorized to act on its behalf. Notwithstanding the foregoing, Rising shall use best efforts to retroactively deny a bill if requested by County.
 8. Rising shall recoup all duplicate payments made by County to the provider in the event a Rising error is the cause of the overpayment. Rising will reimburse or credit County within ninety (90) days of such event and will be responsible for collecting these duplicate payments from the provider directly. Should the provider issue overpayment directly to County, County shall notify Rising promptly of such payment. If Rising has already credited or reimbursed the overpayment to County, County shall refund the money to Rising or notify Rising to reverse the credit. Overpayments that are a result of provider coding or billing practices or County error shall not apply to this Section. County must notify Rising within thirty (30) days of duplicate payment being processed for Rising to adhere to this process.
- iii. Bill Negotiation (Negotiation) - refers to Rising direct negotiation with physicians and medical facilities for reductions to medical bills. Rising will obtain signed agreement from medical providers to all discounts Rising negotiates with such providers. Rising shall maintain records of all sign-off negotiations performed on County's behalf and will keep such records while this Agreement is in effect, and for a period of at least five (5) years thereafter in addition to submitting to the County with the applicable bill record. Please note: negotiation services can be performed on a prospective basis as well as retrospective.
 - iv. Specialty Bill Review (SBR) - includes coding audit, clinical audit, compensability audit, and or case law audit. Services include, but not limited to, billing and coding errors, bundling/unbundling review, fee schedule gaps, out-of-network bills, out-of-state providers, scope of specialty/practice, treatment appropriateness, unlicensed provider facility, unlisted/non-specific/by report code review. Also included in this service is a second level of audit for your complex bills (Complex Bill Review). This is performed by Certified Coders,

Nurse Auditors, Physician Advisors, Professional Negotiations, and/or Leadership with Claims Background.

- v. Professional Review: The process of reviewing the treatment, bills, or coding by a professional, including but not limited to a nurse, medical doctor, chiropractor, physical therapist, or certified coder for additional savings over and above the MBR savings rate. Savings can be generated by audit coding level or guideline application, relatedness, billing review, law application, CPT coding rules, DRG re-pricing, per diem re-pricing, or other method intended to increase savings.

B. Savings and Fee Calculation:

- i. For savings and fee calculation purposes, Rising shall only attribute to PPO/PPP, Bill Negotiation and/or Specialty Bill Review services the incremental savings beyond the maximum savings achievable through MBR.

C. Networks:

- i. Ancillary: Rising shall, where practical and as mutually agreed between Rising and County, act as a pass-through for Ancillary Network Bills (separate pricing structure shall be established and included for this service)
- ii. Client-Directed Networks: Rising shall, where practical and as mutually agreed between Rising and the County, electronically interface with all ancillary service aggregators, PPOs/PPs and/or similar networks employed by County, for purposes of receiving and processing billings. Rising shall preserve the payment discounts of such networks. Separate pricing structure shall be established and included for this service. Rising's electronic interface(s) with such network(s) will be established as mutually agreed upon by Rising and County.

- D. Rising Guarantee: Rising's Direct Pay product, in which negotiators obtain a prompt payment discount. Following Risk Management's written agreement, Rising shall issue payment to the Provider for which County will reimburse Rising. Rising will use County networks for negotiation, coordination, and payment of services upon approval of County. County shall reimburse Rising in accordance with the approved agreements.

- E. Electronic Data Interface ("EDI"): Rising shall accept from County and load at an agreed interval County's files containing all claim data ("Claim Files") for the purposes of validating each County medical bill processed against a current valid Claim. Rising shall validate all County medical bills processed against the most current Claim Files received County and shall promptly notify County of any Claim File delivery error or data error. Rising will provide County with daily files of recommended payments ("Payment Files") of completed bills for check issuance. Rising's electronic interface(s) will be established as mutually agreed between Rising and County.

- i. EDI Development: Rising will cause the systems used by Rising to render repricing services to interface and operate with claims administration systems employed by County at the date of execution of this Agreement. Rising will work with County in the event of County's change to a new claim system and details required for such implementation/transition shall be provided in a separate SOW to be mutually agreed between the parties. Rising will work with the County to increase automation and integration between the Parties to promote efficiency and accuracy. Rising's electronic interface(s) will be developed as mutually agreed between Rising and County.

- F. Automation Enhancement – Robotic Process Automation (RPA): If selected by the County, in addition to the standard electronic data interfaces and workflow automation services, Rising shall implement a Robotic Process Automation (RPA) solution to enhance operational efficiency between Rising’s portal and the County’s claims platform. Any modifications to system workflows impacting the RPA process shall require prior written notification and agreement by the County. Turn-Around Time: Rising will provide bill images and data for adjuster review within an average of five (5) business days of receipt of such bills. Rising will provide its best effort to complete the review of standard medical bills within five (5) business days of approval or denial of the bill by the adjuster. For complex bills that require high level reviews of (i.e., PPO/PPP, SBR bills eligible for negotiation, surgery bills, hospital bills, services not covered by fee schedule, etc.), Rising will provide its best efforts to complete the review of such approved bills within an average of ten (10) business days of receipt of such approved bills. Rising will meet the 10-business day turn around time 95% of the time. This calculation applies solely to Rising’s review of original bills and excludes s County processing time or delays associated with obtaining a Clean Bill.
- i. Notwithstanding any other provision contained in this Agreement, Rising shall utilize reasonable commercial efforts to process all provider bills submitted electronically (“ebills”) within the timeframe required to comply with jurisdictional payment time requirements.
 - ii. If additional information from provider is needed to review a bill, Rising will deny the bill back to the provider to resubmit with the necessary information needed.
 - iii. If for any reason the processing of a medical bill is delayed solely by the actions or failure to act by Rising, any and all penalties and/or interest charges incurred under applicable jurisdictional rules, regulations, code or laws shall be the sole responsibility of Rising. County will notify Rising of penalty/interest in writing within five (5) business days of knowledge of the incident. Rising holds the right to defend/negotiate with the provider to avoid payment of said interest/penalty. County will not issue payment of any penalty/interest until Rising has had the opportunity to reverse the penalty and/or interest. Rising has ten (10) business days to obtain the reversal or the time necessary to comply with jurisdictional requirements, whichever is earlier.
 - iv. Bills received after 1 PM Central Standard Time (CST) will count as received on the next business day.
- G. Provider Inquiries: Rising will respond to all inquiries on disputed bills reviewed by Rising for the duration of the contract and up to six (6) months after termination of this Agreement. Rising shall provide to County upon request any correspondence between Rising and providers regarding provider billing disputes.
- H. Provider Overpayment: Rising will make every reasonable effort to seek reimbursement for a single overpayment transaction resulting solely from Rising's incorrect payment recommendations issued to County. County must notify Rising of overpayment in writing within 60 days of issuing payment or as required by the laws of applicable jurisdiction.
- I. Fee Overcharges/undercharges: Rising will reimburse County in full for any and all service fees charged above contractual rate. Rising will apply credit for overcharges against any outstanding invoices due to Rising and then reimburse any remaining balance due to County. County will reimburse Rising for any and all service fees charged below the contracted rate.
- J. Electronic Billing: a third-party clearinghouse will provide facilities for receipt of electronic billing from medical providers in full compliance with any jurisdictional requirements. Third-party data clearinghouse will also provide a County-specific electronic mailbox for direct submission of bills from medical providers.
- K. Hearing Representation: As required by County, Rising will provide supporting documentation or

a witness with appropriate qualifications at lien hearings and other payment dispute meetings and conferences, provided that County has advised Rising of said requests within fifteen (15) calendar days, or as soon as reasonably possible if County has received less notice itself. This representation will be provided for all disputed bills reviewed by Rising for the duration of this Agreement and up to three (3) months after termination of this Agreement or until claim resolution.

L. Regulatory Reporting:

- i. State Reporting: For any review activity performed by Rising for which electronic reporting using a specific format is jurisdictionally required at the execution of this agreement, Rising will report County data as required by the applicable jurisdictional regulations and in compliance with all relevant state reporting statutes and regulations.
 1. Rising shall be licensed trading partner authorized to perform such submission when requested by County if permitted by the jurisdiction.
 2. Rising shall submit County data to the appropriate parties in compliance with all jurisdictional regulations and specifications. Rising will compile all data elements and deliver complete data to the appropriate recipient. Upon request, County will receive a copy of transactions/transmissions history performed by Rising for reporting compliance purposes.
 - a. In the event of transaction errors, Rising will notify County of all rejections resulting solely from County claims data. If errors resulted from Repricing data elements, Rising will correct the errors and resubmit the transmission to the State pursuant to applicable rules and regulations.
 - b. Rising shall not be responsible for the failure of County to deliver claim information, including payment information, to Rising accurately and timely, or errors in claim information as provided by County to Rising. Nor will Rising be responsible for inaccuracies or gaps in information supplied by providers, including any network or entity contracted directly with County. County shall provide Rising accurate and complete written information regarding reporting entities, such as but not limited to the registered name of the relevant insurance programs, their FEIN, registered address, as well as other information that may be required by regulatory authorities. County shall notify Rising in writing of any changes to such entities or their related information at least thirty (30) days in advance of such changes being reported to a regulatory authority.
- ii. Audit: In the event County is given notice of any type of audit or reporting related inquiry pertaining to any state reporting data submitted by Rising, County will notify Rising both verbally and in writing regarding the audit or inquiry within ten (10) business days of any such notice. Rising will work with County as necessary to defend against any penalties or proposed penalties resulting from any such audits. In the event penalties are incurred by County or County's clients as a result of any such audit solely based on the actions or failure to act by Rising, Rising shall reimburse County in full for payment of those penalties.
- iii. At County's request, Rising will work with County on other state data requests. Future mandated reporting will be evaluated on a case-by-case basis, if necessary.
- iv. County shall make all final determinations regarding proceeding with defense of a medical bill or related penalty, fines and interest. In the event County proceeds with defense of a medical bill or related penalty/fine, County shall provide written notice to Rising and shall include Rising in defense strategy prior to any determination of responsibility. Rising will assist client with any related documentation and research on any reduction or penalty dispute for medical bills processed by Rising. Rising will agree to travel for purposes of

assistance with any such defense, including providing testimony, for a fee agreed between the parties, assuming Rising has been provided at least fourteen (14) days' written notice. Rising shall assume no additional responsibility for any decision regarding a fine/penalty incurred without written notice to and consultation with Rising regarding defense. To prevent any unnecessary costs and penalties for County, County shall involve Rising in any bill reduction or timely payment defense strategy prior to agreeing to a penalty, interest or settlement.

- M. Bureau Reporting (including NCCI, WCIRB): Rising will prepare and submit current necessary reporting to agencies as requested by County. Future mandated reporting or file layout changes will be evaluated on a case-by-case basis.

IV. Payment Processing and Check Writing: Rising will provide services as follows:

- A. EOR data is sent from Rising's bill review system to Rising's financial system for payment processing.
- B. Rising provides a periodic funding report to Risk Management including all pending payments at a frequency determined by the County. The funding report schedule may be revised as needed by County.
- C. Following review and approval of the funding report Risk Management will request a transfer of necessary funding to Rising.
- D. Rising will initiate provider payment remittance either: via check or electronically and provide record of payment to County.

Check Writing services provided on behalf of Cook County will be subject to Rising Medical Solution's quality assurance measures before a check or e-payment is issued including: W-9 verification, systems to keep duplicate payments from being generated for the same transaction, and security and check fraud prevention.

V. Medical Management Services: During the Term of the Agreement and as directed by County, Rising will provide the following Medical Management Services: Rising shall work with County and its agents in the development of the referral criteria used to determine whether medical treatment requests are subject to CM.

A. Case Management (CM):

- i. Telephonic Case Management: The telephonic case manager makes initial contact with the treating physician, employer, claims examiner and injured employee. An assessment is completed during the initial contact with the employee. The case manager determines short and long-term goals that are recommended based on the employee's needs. The goals are reviewed and updated as the conditions change and include timeframes for achievement. The nurse case manager develops a plan in collaboration with the injured employee and negotiates the return-to-work process with the provider and employer. Case managers use clinical decision support tools such as state mandated medical treatment guidelines and the Official Disability Guidelines.
- ii. Field Case Management: Field case managers help with concerns such as communication issues between providers, employees and employers; complete return to work (RTW) assessments and ergonomic evaluations; discuss treatment or disability guidelines with providers; and assist with healing delays. They will accompany the injured employee to medical appointments and discuss RTW strategies with the provider based on the functional ability of the employee. Field case managers assist with short and long-term assignments depending on the needs of each case. Task assignments will be based on goals agreed upon by the County and claims examiner. Referrals will be made by adjuster or TCM nurse with adjuster approval through either the dedicated email or the Vision portal.

- iii. Physician File Review: Rising provides physician file review as an informational tool for adjusters to determine a course of direction to take, in creating a medical strategy for a case, or to assist with development of a claim's settlement strategy. Rising coordinates peer review of a patient's medical records by a provider to determine issues of causality.
- iv. Comprehensive Pharmacy Review ("CPR"): Rising will coordinate a pharmacy reviewer to evaluate the medication regimen for medical necessity; that pharmacy reviewer then contacts the ordering provider; and a complete Comprehensive Pharmacy Review Report (CPR report) is sent to the claim's adjuster, treating provider and claimant and/or their representative (if applicable). The CPR is a review process that identifies the current drug regimen, an evaluation of alternatives, and a review of the current and proposed costs, followed by a peer-to-peer discussion. If a peer-to-peer discussion is not possible, the case is then positioned for a medical necessity review. If County chooses to use Rising's pharmacy program, Rising will download applicable and available information meeting County's criteria on all a) new Claims, or b) lost time only claims, or c) County selected claims to the pharmacy program if selected by County, within 48 business hours of Rising's initial set-up of a new eligible claim. Rising will also flag all pharmacy treatment outside the selected pharmacy program, if any, for inclusion in a future discount pharmacy program.
- v. Nurse Care Review: The Nurse Care Review program is an in-depth nurse review on a case to determine future direction and identification of unusual provider needs or treatments. It is typically a service used for unique claim needs - evaluation of experimental treatment, the appropriate physician to refer to for a particular problem etc. In addition, the nurse will review an existing case to evaluate whether there are any medical issues requiring intervention, future treatments that might be anticipated, the potential length of disability and the potential impact on return to work.
- vi. Rising Ultimate: The Rising Ultimate Care Program employs a proactive concierge-style model that utilizes proprietary risk-scoring and monitoring technology, early intervention measures, and strategic application of integrated services. The program includes 365 days of service for all accepted cases either medical only, indemnity or converted to indemnity. Cases that are resolved or return to work full-time with no restrictions may be closed before one year but can always be re-opened within the 365- day time frame at no additional cost. If this program is initiated, it must be utilized across the whole group or whole unit.

B. Utilization Review (UR):

- i. The review of medical treatment requests; the determination of the appropriateness of such requests under state-mandated guidelines; the rendering, delivery and communication of such determinations in compliance with all applicable jurisdictional regulations and requirements; and any ancillary services, workflows and systems required to deliver such services. UR includes but is not limited to the following individual service components:

- 1. Utilization Nurse Review (UR) - the initial review of proposed medical treatment for approval or referral to Physician Review (defined below), with such determinations made based on nationally recognized treatment guidelines such as ODG (The Official Disability Guidelines) and ACOEM (American College of Occupational & Environmental Medicine). UR includes the rendering of approval determinations and the communication of such determinations to statutorily required parties (including but not limited to claims adjusters, claimants, physicians and medical facilities; attorneys and County members), in compliance with jurisdictional statutes and regulations.

Scope of services include:

- Prospective and concurrent review: processed consistent with state and

URAC guidelines within 15 days

- Retrospective review – 30-day review to determine whether services already delivered were appropriate
- ii. Physician Review (PR): physician-rendered review of proposed medical treatment by a physician licensed and qualified to render decisions to approve, adjust or deny such treatments, in accordance with nationally recognized treatment guidelines. PR includes the rendering and communication of such decisions to statutorily required parties (including but not limited to claims adjusters, claimants, physicians and medical facilities, attorneys and County members), in compliance with jurisdictional statutes and regulations. Every effort will be made to utilize the same physician on a single claimant however, the exception to this rule will be any UR appeal in which the URAC requirement is that another provider MUST be utilized. Upon request by County, Rising will assign designated UR person to the handling of Catastrophic Claims.
 - iii. Medical Director: Rising shall retain access to a board-certified physician who oversees the UR program, participates in clinical quality management meetings on a quarterly basis and responds to requests from the UR management team and to County as requested. The Medical Director shall be available to consult with County upon request at the rate designated in the Agreement.
 - iv. Rising will provide UR-related training to County on an annual basis provided in a mutually agreed location.
 - v. In the event of an error by Rising that impacts County's financial results, the fees associated with the UR will be refunded to County. An omission of information by a medical provider when submitting a request will not constitute an error and no refund shall be due.
 - vi. UR appeal services will be provided, as required for jurisdictions.
 - vii. UR Plan: Rising shall develop, file, and, to the best of its ability, obtain State approval of the UR plan compliant with the state's statutes and regulations. Rising shall use commercially reasonable best efforts to obtain approval within timeframes required by assigned jurisdictions.
 - viii. Determination Letters: UR determination letters shall cite multiple relevant treatment guidelines when indicated, with the guidelines employed to adhere to best-practice state recommendations or requirements.
 - ix. UR Turnaround Time and Documentation: All Medical Management Services and corresponding documentation will be provided within timeframes that comply with applicable jurisdictional statutes and regulations governing the delivery of UR services. All documentation issued as part of Medical Management Services will contain information that is fully compliant with all jurisdictional statutes and regulations.
 - x. Referral Criteria: Rising shall adhere to the referral criteria approved by County specifying which types of treatment requests will be sent to UR for County. Rising shall work with County and its agents in the development of the referral criteria used to determine whether or not medical treatment requests are subject to UR.
 - xi. Requests for utilization review services can be submitted via Rising's Vision portal, through a distribution email box or by fax. County is required to submit referrals as soon as reasonably practicable to maintain compliance with various jurisdictional requirements. Rising shall not be responsible for any delays in compliance with jurisdictional requirements due to delay by County. Rising will comply with state and national requirements as to turnaround time frames. Upon receipt of referral, Rising will pull the associated records from County's system or from Rising's County Portal when appropriate.
 - xii. Rising shall retain licensure in all states in which such licensure is required to perform UR services. Rising will also maintain URAC certification which regulates the provision of utilization review

services. Rising will use only URAC accredited peer reviewers. Rising shall offer appropriate appeal services as required by state rules. All Rising utilization review determinations will indicate the appropriate processes to follow for appeals. Rising will support County in providing material for any market conduct surveys related to the provision of our service as well as provide information as part of any state mandated audits.

- xiii. For all services outside the realm of Utilization Review and Rising Ultimate such as a Nurse Care Review, physician file reviews and comprehensive Pharmacy Reviews, Rising may make recommendations for services or at the request of an adjuster however, Rising will not proceed with those services without adjuster approval.

C. Personnel Responsibilities:

- i. All nurse and physician personnel providing Medical Management Services on County cases will carry all licenses, certifications, and degrees required to provide such Medical Management Services in the applicable jurisdiction. Notwithstanding the fact that County maintains the right to approve the assignment of nurses performing case management activities, Rising is and remains solely responsible for providing qualified personnel under Managed Services agreement.
- ii. UR Nurse: A professional reviewer, the UR nurse uses clinical judgement and evidence-based guidelines to make decisions on the medical necessity of treatment. The UR nurse never denies care; if a guideline does not support the treatment requested, a referral must be made to a peer reviewer also known as a physician advisor. Nurses are responsible for following URAC guidelines unless state regulations supersede those guidelines.
- iii. Pre-clinical coordinators (PCC): A paraprofessional role, whose primary responsibility is to ensure that the UR request is complete, contains appropriate medicals and is ready for review for a nurse. The PCC's role is to ensure that all documentation to make an appropriate decision is collected and is not duplicative to any prior requests or reviews. Where the documentation is not complete and in accordance with state rules, the PCC may forward the decision to a nurse or physician advisor to pursue an administrative non-certification.
- iv. Peer reviewers: Also known as physician advisors, peer reviewers review all documented information on a UR request and make a medical necessity decision which is supported by any state guidelines or rules or URAC best practices and includes the clinical rationale by which that decision is made. A peer reviewer by definition, includes board certified physicians, chiropractors and in some states, physical therapists. The reviews performed by a peer reviewer must be within the scope of their practice. Some states require licensure in that state and/or same school practice. For example, an orthopedic surgeon request must be reviewed by an orthopedic surgeon.
- v. Injury coordinator provides administrative support to the Rising Ultimate program to obtain medical information, collect diagnostic testing, schedule medical appointments, assist on adjuster requests, search for providers and speed the turnaround time on treatment. In addition to the clerical activities and communications with physician practices the injury coordinators support the telephonic case managers and document all activities in Rising's system and Origami if appropriate. If not, results will be sent by email to the adjuster.
- vi. Telephonic Case Managers provide care management service and are assisted by injury coordinators to assure claimants losing time from work receive the appropriate care from the appropriate providers, utilizing services which are medically necessary, and coordinate care from a variety of perspectives including but not limited to:
 - 1. Direction of care (in the case of a PPP or soft channeling when possible)
 - 2. Referrals to specialists
 - 3. Identification of resources needed
 - 4. Discharge planning
 - 5. Coordination with providers and employers to ensure a safe and timely return to work.

This will be done via triaging and scoring of cases for risk as they arise, providing excellent telephonic care and case management, directing care when possible, working with the provider and claimant to promote a safe and expedient return to work, which may include setting up modified duty, monitoring opioid usage, identification of need for field case management resources, and assisting with cost-effective treatment for the first 365 days of a case.

- vii. Triage Nurse intervenes upon assignment to make calls to injured workers losing time from work to identify risk level and likelihood for extended lost time. These levels are based on an assessment using the available medical information, discussion with the claimant, reserves on the file, risk factors and/or a risk assessment analytic tool that provides a score and indication of the level of coordination required to manage the file. The Triage Nurse's primary role is early intervention and outreach to the claimant and provider and completion of the triage form on all Lost Time files. The nurse addresses mechanism of injury, summarizes medical status and work status, expected length of disability and comparison to provider's expected length of disability and how it impacts recovery and evaluates how any pre-existing conditions may impact recovery. The nurse also reviews any prior records if available, determines the next appointment date, any red flags and the provider's treatment plan.
- D. Pre-Claim Nurse Triage
 - i. If elected by County, Rising will provide pre-claim nurse triage. Services will include a dedicated 800 number for claims answered by a nurse team member, specifically answering questions related to treatment requirements needed by the injured party. Providing self-care recommendations when appropriate and directing the injured party to seek medical attention when necessary. Rising will provide reporting for each call and quarterly reporting on call usage and outcomes.
 - E. Ask a Nurse Program:
 - i. If elected by County, Rising will provide Ask a Nurse services to assist in determining appropriate and future treatment. Ask a Nurse may provide additional recommendations on ongoing claims handling activities.
 - F. Drug/Narcotics Review Program: If elected by County, Rising will implement a drug/narcotics review program whereby red flag narcotics treatment requests or activity (identified by County or Rising) are escalated to a specific narcotics review process. At County discretion, the narcotics review process may involve a heightened level of treatment review.
 - G. Hearing Representation: As requested by County and in relation to the Medical Management Services rendered, Rising will provide supporting documentation, physician reviewer and/or witness with appropriate qualifications at hearings and lieu and other payment dispute meetings and conferences, provided that County has advised Rising of said requests within fifteen (15) calendar days, or as soon as reasonably possible if County has received less notice itself. This representation will be provided by Rising for the duration of the Agreement and up to six (6) months after termination of the Agreement. Rising will work with County to ensure a mutually effective strategy for defending issues raised by their employee(s) and/or applicant attorney(s) on issues related to Medical Management Services. Rising will schedule a review of prior period performance at a minimum, bi-annual. At the County's discretion, Risk will schedule additional review meetings and teleconferences at various checkpoints with the appropriate County staff.
 - H. Should County incur penalties under state audit or other regulatory processes due solely to Rising error, omission or failure to comply with respective state requirements, Rising will reimburse County in full, within thirty (30) days, for all additional costs incurred by County due to such penalties.
 - I. State Audits: Rising will perform Medical Management: Services in full compliance with all requirements

of the Workers' Compensation regulations of the respective jurisdiction(s) with claims to which such services are being applied. All Medical Management Services and corresponding documentation will be provided within timeframes and containing information that is fully compliant with respective state statutes and regulations. Rising will reimburse County in full for any and all respective state audit penalties incurred by County as a result of omission or error solely due to Rising's action.

- J. Automation Enhancement Support Tools: If selected by County, Rising may use automation support tools to streamline case documentation, including Robotic Process Automation (RPA), as further detailed in the Electronic Data Interface ("EDI") section.

VI. Other Services During the Term of the Agreement and as directed by County, Rising will provide the following Other Services:

A. Durable Medical Equipment Services (DME):

| Equipment & Devices | | |
|--|--|--------|
| Objective | Timeframe | Target |
| Order processed notification sent to adjuster/NCM with estimated delivery timeframe(s) for authorized non-stat referrals | Within 2 business days | 90% |
| Order processed notification sent to adjuster/NCM with estimated delivery timeframe(s) for authorized stat referrals | Within 3 business hours | 90% |
| All standard, non-stat orders will be delivered | Within 7 calendar days of authorization | 90% |
| Call to injured worker to confirm delivery status | Within 24 hours of the scheduled delivery | 90% |
| Call made to injured worker to determine if equipment is still needed (rental DME) | Within 7 business days prior to the end of the rental period | 90% |

B. Medical Diagnostic Imaging Services:

| Diagnostics | | |
|---|---------------|--------|
| Radiology | | |
| Objective | Timeframe | Target |
| Referral received date to date of service (DOS) | Within 4 days | 85% |

| Neurology | | |
|-----------|-----------|--------|
| Objective | Timeframe | Target |

| | | |
|---|---------------|-----|
| Referral received date to date of service (DOS) | Within 7 days | 85% |
|---|---------------|-----|

| Radiology & Neurology | | |
|---|-----------------|--------|
| Objective | Timeframe | Target |
| TAT from date referral accepted to date scheduled | Within 48 hours | 80% |
| Appointment notification sent to adjuster/NCM | Within 3 days | 85% |
| Date of service (DOS) to medical report posting | Within 3 days | 85% |

C. Pharmacy Benefit Management Services (PBM):

- i. Rising, at its sole expense, agrees to produce Pharmacy ID cards for Eligible Claimants. Unless directed otherwise by the County, Rising will be responsible for distributing the Pharmacy ID cards to Eligible Claimants. Pharmacy ID cards will contain information allowing a participating pharmacy to electronically transmit claim data to Rising. The electronic transmission that occurs at the point of sale is required for concurrent drug utilization review and contractual pricing.
- ii. Subject to applicable law, County agrees to recommend Pharmacy Program and Network Providers to Eligible Claimants as appropriate and reinforce use of Program and ID cards as appropriate.
- iii. To ensure that pharmacy services are not inappropriately provided by Pharmacy Program, County will be required to notify Rising of all Eligible Claimant case closures. County shall be financially responsible for all drug costs incurred by claimants with respect to which Rising was not notified as outlined above.
- iv. County represents that it has obtained or shall obtain such authorizations, if any, as are required for Rising to perform the services described in this Agreement, including but not limited to receiving patient-specific data and disclosing it as contemplated hereunder.
- v. County agrees to promptly provide Rising all information needed to produce and distribute Pharmacy ID cards to Eligible Claimants. Required ID card information and timing will be discussed with the County during account implementation. County shall require Eligible Claimants to use the Pharmacy ID cards to facilitate the Pharmacy Program. Distribution of Pharmacy ID cards does not guarantee that Pharmacy ID cards will be appropriately utilized by Eligible Claimants; therefore, County understands that claims submitted by a pharmacy to a third-party biller or paper bills submitted by the pharmacy are out of the control of the Pharmacy Program.
- vi. County agrees to notify Rising of Eligible Claimant information, including, but not limited to, claimant name, address, social security number, cell phone number, email address and the applicable claim adjuster (including his or her contact information). County shall directly maintain or cause to be maintained during normal business hours a procedure for prompt verification of a claimant's eligibility to receive services which are made available pursuant to this Agreement.
- vii. Upon receipt of invoice from Rising, if County determines that specific medications should not have been dispensed, even though they fall within formulary, County is responsible for payment and Rising assumes no liability. To mitigate, Rising's best practice is for County to

inform Rising as soon as possible of such prescriptions so Rising can request a reversal from the participating Provider and include the specific prohibition going forward in the claimant level formulary.

- viii. Within seven (7) days of County's receipt of an invoice, County may dispute an invoice by notifying Rising for any of the following reasons:
 - 1. Rising's and/or the Participating Pharmacy's violation of the Utilization Review Parameters set forth in the County's DUR program; or
 - 2. duplicate or inadvertent entries or other clerical mistakes on an invoice from Rising,
- ix. Bills not disputed by County by notification to Rising within seven (7) days of County's receipt of the underlying invoice shall be deemed approved, and County shall make payment to Rising as provided above.

D. Physical Therapy Services:

| Physical Therapy | | |
|---|--|-----------|
| Objective | Timeframe | Target |
| Phone Metrics: Total Service Factor (TSF) Goal | Calls answered in 15 seconds or less | 80% |
| Electronic Metrics: Referral Turnaround Time (TAT) Goal | processed/confirmed within 2 business hours | 90% |
| Electronic Metrics: County Email TAT Goal | County Service-related inquiries are responded to within 4 business hours | 100% |
| Scheduling TAT Goal | Referrals scheduled within 4 hours of referral receipt / Referrals scheduled within 1 business day | 75% / 85% |
| Appointment TAT Goal | Injured Employee appointments are scheduled within 3 business days of referral receipt | 80% |
| Attendance Rate (No Show) Goal | patients attend their Initial Evaluation as scheduled | 95% |
| The Average Distance Goal | Distance PT facility and patient's address (home/work) | 7 miles |
| Issue Resolution metrics: TAT Goal | all issues submitted are responded to within 4 business hours of receipt | 100% |

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E. Vocational Rehabilitation Services

- i. Personalized supervision of the transition from: reaching maximum medical improvement to return to work.
- ii. Provide individual aptitude/ability testing, if appropriate.
- iii. Provide transferable skills analysis, if appropriate.
- iv. Provide labor market analysis, if appropriate.
- v. Provide vocational counseling with claimant to include resume preparation, job seeking skills, training and interviewing techniques.
- vi. Offer one-on-one assistance in developing opportunities and assist in securing employment.
- vii. Labor market surveys
- viii. A comprehensive analysis based on an in-depth interview, a review of medical records and a comprehensive written report
- ix. Vocational rehabilitation Services needs assessment
- x. Job seeking skills training
- xi. Job development job search - supported
- xii. Training if necessary or approved (certified by the state of Illinois)
- xiii. Preparing and developing documentation for the purposes of deposition or appearance at mediation when required

F. Independent Medical Evaluation Services: A panel of medical professionals who have been credentialed by Rising and who will perform Independent Medical Examinations (IMEs).

- i. Rising shall arrange for IMEs at the request of County.
- ii. Rising shall work only with Credentialed Providers under this Agreement. "Credentialed Providers" are medical professionals with respect to whom Rising has performed its standard credentialing process. Rising shall also verify that the medical professionals who are Credentialed Providers meet all applicable statutory and/or legal requirements regarding who can conduct an IME.
- iii. Rising shall require medical professionals who are providing IMEs to comply with Rising's reporting and communications requirements.
- iv. Rising shall ensure that IMEs are assigned to providers and performed by such providers in accordance with applicable law. Rising will schedule the IME with the type of medical expert requested. For example, if an orthopedic surgeon is requested, an orthopedic surgeon must be scheduled, not a general practitioner who deals with soft tissue type injuries. If Rising does not have an IME medical professional in the requested geographic area or in the requested specialty, Rising will contact the County file handler for advice on how to proceed.
- v. Rising shall ensure that the IME appointment is scheduled within 2 business days of receipt of request or in accordance with applicable State law. Rising will send appropriate communication to the County file handler, claimant, and claimant's legal counsel (when necessary) regarding such scheduling. Rising will place a reminder call to the claimant 1-2 business days prior to the IME appointment. Rising will verify whether claimant attended the scheduled IME appointment. Rising will re-schedule any IME appointment no-shows by the claimant and notify the County file handler within 2 business days. If a second IME appointment no show should occur; Rising shall contact County file handler unless Rising is aware that no additional IME exam appointments should be scheduled.
- vi. Rising shall deliver to County completed IME reports within 7 business days from the date of the exam. Prior to such delivery to County, Rising shall complete its quality review of such report. All reports shall comply with applicable state law.
- vii. Rising shall provide access to a panel of medical professionals who have been credentialed

by Rising as "Credentialed Providers" and who will perform Independent Medical Examinations.

viii. Rising shall provide County quarterly activity reports within thirty (30) business days.

- G. **Pre-employment Psychologic Examinations:** In support of the County Sheriff's office, Rising will provide access to pre-employment examinations for Sheriff candidates. These are not services related to workers' compensation claims or activities and will be invoiced separately to the Sheriff's office. Services provided by a licensed psychologist and reporting outcomes directly to the Sheriff's office.
- H. **Fit for Duty Examinations:** In support of the County Sheriff's office, Rising will provide access to fit for duty examinations. These are not services related to workers' compensation claims or activities and will be invoiced separately to the Sheriff's office. Services provided by a licensed psychologist and/or appropriate physician dependent on evaluation requirements and reporting outcomes directly to the Sheriff's office.
- I. **Recorded Statement Services:** Validation of claims and elimination of fraud are the focus with this service. Customized investigation/statement gathering are designed to accommodate specific adjuster requests. Recorded statements are guided to elucidate the facts of the case and to give the County specific required information in the claim's investigation process.
- J. **ISO Claim Search Services:** If selected by County, Rising will provide new claim data submission to ISO Claim Search Services, receiving in return prior claim results for injured party for the purpose of additional claims investigation.
- K. **Surveillance Services:** Surveillance services may include but are not limited to desk and investigative services including the following:
 - i. Manned Surveillance - All inclusive, 8 hours of onsite manned surveillance.
 - ii. USV - Unmanned Surveillance Vehicle - Continuous unmanned surveillance and remotely controlled from our main headquarters
 - iii. Social Network Check - Investigation of any social networking accounts that the subject may have in their name or that they may be affiliated by way of family members and friends.
 - iv. Internet Monitoring Service
 - v. Activity Check - Investigative techniques to determine a subject's daily activities and schedule. This service also includes public records, employment check, social networking, and other various activities.
 - vi. Background Check - Obtain a subject's background history including but not limited to criminal, civil, and public records.
 - vii. Medical Check - A comprehensive search for past treatment locations and nature of visits, within a 70-mile radius of the subject's residence.
 - viii. Alive and Well Check - In person meeting used to determine overall health status and to obtain proof of life of the subject.
 - ix. Employment Verifications - Confirming a person's employment.
 - x. Skip tracing - Obtain and confirm the subject's current address.
- L. **CMS Section III Support Services:** Rising agrees to make available to the County CMS Section 111 support services. Fee may be adjusted based on the complexity of the implementation, number of RRE IDs, file counts and other considerations should the County decide to partner with Rising for CMS Section 111 support services. Supporting services may include:
 - i. Medicare Reporting: Includes account setup or file exchange setup. Fee may be adjusted based on the complexity of the implementation, number of RRE IDs, file counts and other considerations.
 - ii. Responsible Reporting Entity (RRE) Account Manager: Rising will act as the account manager for

the County provide all relevant communications back to the authorized representative or other designated County contact. This service, if utilized, may be eligible for discounts based on the number of RREs Rising will manage.

- M. Structured Settlement Services:** Included in those services and features are the following:
- i. Quotes for Medicare Set Asides, Life Care Plans, and Economic Loss Reports within 1 business day of complete referral.
 - ii. Call to initiate strategy with claims professional and counsel to ensure that structure is baked into the initial offer or response to the demand.
 - iii. Consultation and explanation of structure or annuity with the claimant / plaintiff and their counsel, as requested and at the direction of the Office of the State's Attorney. All consultations and Structured Settlement Demands must include the assigned ASA representing the county. The structured agreement must be approved by the County Board and Petitioner/Claimant must sign the agreement prior to presenting to the Board.
 - iv. Unique Chronograph quotes that provide graph of value over time, summary of life company value, summary of why structures are invaluable.
 - v. 24/7/365 access to quotes, claims files, reports, and life company pricing/ ratings with patent-pending software.
 - vi. Monthly, automated reporting on all structures referred to since program inception that include:
 - 1. Aggregated savings by money and percentage of overall cost
 - 2. Conversion percentage of cases successfully structured out of total referred
 - 3. Breakdown adjuster, supervisor, TPA, and/or line of insurance or any other
 - 4. Tailored reports to meet Cook County requests
 - vii. Training claim professionals and counsel on structures, negotiations, and other related topics with CE / CLE credits
 - viii. Finalization of all life company interaction and paperwork
 - ix. Appearances at conferences, mediations and trials, as necessary and/or requested

- N. Transportation Services:** Rising agrees to make available and arrange the following transportation services at the direction of the County for injured workers:
- 1. Traditional sedan
 - 2. Accessible options (wheelchair, stretcher)
 - 3. Relay RIDE ridesharing service
 - 4. Travel coordination
 - 5. Non-emergent air ambulance

| Transport | | |
|---|--------------|--------|
| Objective | Timeframe | Target |
| TAT from date referral received to date accepted | Immediately | 95% |
| Acknowledgement notification sent to adjuster and case manager for referrals submitted from any source | Immediately | 95% |
| Introductory calls places to claimant to introduce Vendor's role and confirm trip information (i.e. pick up address, destination address, appointment time, etc.) | 1 day prior | 95% |
| Locate vendor to provide services to non-stat requests prior to appointment time | 3 days prior | 85% |

- O. Clerical Administrative Staffing Services:** Dedicated staff member(s) as needed to assist Cook County with the coordination of administrative services within the managed care program. The selection of this person is subject to the approval of both Rising and Risk Management. Duties may include:
- i. Sets up new losses in claims systems by inputting claim into claims system and prints/-mails claim acknowledgement letter. Ensures all documentation is present and correct.

- ii. Receives, opens and distributes mail. Scans documents to shared drive. Uploads mail to appropriate claim and forwards email to adjuster.
- iii. Review email and voicemail box and distributes to claim files / adjusters as appropriate.
- iv. Distribute paper faxes, scans documents to shared folder and distributes to adjuster/claim file.
- v. Assist with walk-in customers.
- vi. Send out medical canvas and social media search requests to investigation team
- vii. Send subpoenas
- viii. Scans documents
- ix. Maintain a diary as needed on open tasks.
- x. Send out form letters for adjusters.
- xi. Helps other clerical staff with tasks as may be required.

P. Continuing Education: Rising will assist with the selection of and scheduling continuing education programs for Adjusters, Attorneys and other staff. Schedule to be completed by start of each calendar year.

VII. Account Management:

- A. Standard Reports: Rising will provide County access through the Vision portal standard reports. Standard report offering currently includes Repricing Summary, PPO/PPP Summary, Medical Claim Costs, Claimant Treatment History, Client Queue Aging, Bill Processing Trends, Turnaround Time, Provider Summary, Claim Patient Detail by Bill, Claim Patient Detail by Account. The Standard Reports will be provided free of charge to County. Ad hoc reporting or customization requests not included within the Standard Reporting Package will require County approval of the appropriate SOW before any work shall be initiated by Rising.
- B. Data Stewardship: Rising will maintain in its entirety all electronic County workers' compensation medical billing/payment data it receives or generates through the course of Services provided. In the event that this Agreement is terminated or completed, Rising will provide standard data extract of all of County's data to County's new service provider.
- C. Rising will schedule quarterly reviews with County to review issues and update County on status of resolution.
- D. Testing: Rising will provide resource availability for integration and regression testing related to County's programming releases of their internal software and additionally upon request.
- E. Website: Rising shall provide access to its website which may be used as needed by County's employees to view as necessary.

VIII. Invoicing / Payment Terms:

- A. Invoices: Rising will provide County invoices in a standard format and on a standard delivery schedule to be mutually agreed by Rising and County. The County also requires payment to a prime contractor making payments to any sub-contractors.
- B. County agrees that once Rising has performed any Services as set forth in this Agreement, Rising's fees for performing said Services are due and payable, regardless of any change in the compensability of the claim or bills reviewed by Rising. County shall then be billed directly for Rising's Services at the rates indicated in Appendix B, attached hereto.

- C. Any amounts due County by Rising as a refund or credit for medical bill review services shall be first offset against any outstanding balance due Rising from County. County shall have no expectation of a refund from Rising for any credits, overpayment, recovery, or other discounts if the amount due County to Rising is greater than the sum of all credits due County from Rising. Rising shall pay credits due County within thirty (30) days if County has no past due balance owed Rising and has a history of timely payment to Rising. No fee adjustments shall be made beyond fifteen (15) months or three (3) months from the date the last audit results were provided retroactively.

IX. Audits: County shall have the right to conduct audits as further set forth below.

- A. Rising acknowledges that County is a regulated entity, and as such, regulators with supervisory rights, as provided under applicable law or regulation, over County, or Rising, may audit Rising and nothing herein shall be interpreted to limit a regulator's right, frequency, or notice requirements to audit.
- B. County or its agents may audit Rising once annually by providing Rising written notice at least fourteen (14) business days in advance of the initiation of any such audit. County acknowledges that its agents may be asked to agree to confidentiality terms as a condition of such audit. The audit in section 2.16(b) is limited to eight (8) hours at no cost to County; thereafter, County shall reimburse Rising at the rate of \$200 USD per hour for such audit costs.
- C. In addition to the audit in 2.16(b), Rising and County shall no more than annually mutually agree on an independent auditor, at the parties' mutual expense, to audit the Services and Rising's performance of its obligations.
- D. County may conduct additional audits of Rising than those set forth above if (i) there is a performance issue in the Services; or (ii) the prior audit found insufficient risk mitigation efforts. The audits in section 2.16(d) are at Rising's cost.
- E. Rising agrees to cooperate with County in connection with such audits and shall provide County with access to such records, personnel and facilities as reasonably necessary for each purpose. Rising shall not be held responsible for payment of any fees associated with any such County-requested audit. Rising shall reimburse County for any fees found to be overcharged for the Services as a result of such audit.

Appendix A - Definitions

Capitalized terms shall have the meanings set forth and contained herein:

1. **Ancillary Network:** A PPO/PPP or specialty network to address Ancillary Provider Bills at discounted rates to the open market. Ancillary includes Networks which typically include providers specializing in areas such as: Medical Diagnostic Imaging, Pharmacy, Durable Medical Equipment, Physical and Occupational Therapy, Vocational Rehabilitation, Independent Medical Evaluations, Peer Review, Surveillance, Record Statements, Structured Settlements, Medicare Set- Asides, Dental, and Specialty treatment.
2. **Bill Review Discount/Savings/Reduction (BR):** The variance between a) the rate charged by the providers, hospitals, medical centers, and other medical providers; and, b) the amount allowed in accordance with applicable state or federally mandated fee schedules.
3. **Clean Bill:** Bill that contains all data needed to re-price it and all necessary information for state reporting.
4. **Complex Bill Review:** Value added savings over and above Bill Review Savings. Includes the impact from professional negotiation, professional review, audit and any additional value-added savings not associated with the Bill Review or Network Savings categories. Savings opportunities supported by fee schedule rules or state or federal laws, which are subject to interpretation, defense or manual calculation may be included in this category.
5. **Copay:** Patient portion of the bill defined by the insurance policy or statute. Typically, a copay is a fixed amount represented on the explanation of review. A copay is also usually consistent across all claims within an insurer's line of business as defined by the client during implementation or at the start of an insurer's new line of business.
6. **Deductible:** Amount that represents the patient portion of a medical bill that must be paid first before the insurer will pay any medical costs on a bill. It will be a variable reduction amount represented on the explanation of review until the deductible is met.
7. **Duplicate Savings:** Bill and/or line charges that have already been considered and a) reimbursed or b) denied or reduced for reasons communicated on the original explanation of review.
8. **Implants Discount/Savings/Reduction:** Surgical implants may be considered a "carve out" from many state fee schedules and shall be re-priced separately. When a state mandated fee schedule specifies rules for implants, savings shall be defined as the variance between (a) the rate charged by the providers, hospitals, medical centers, and other medical providers and (b) the fee schedule determined allowance based on applying the rules.
9. **Medical Bill Analysis/Review (MBA):** The reviewing and re-pricing of medical bills by trained analysts and RISING's bill analysis system.
10. **Negotiated Discount:** The variance between the lesser of(a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post BR; and the amount agreed to during the Professional Negotiation process.
11. **Network/PPO/PPP Discount/Savings/Reduction (Net Reduction):** The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post MBA review; and the contractual, allowance after the PPO/PPP agreement has been applied.
12. **Network/PPO/PPP Rates:** The allowance for a service as defined by a PPO/PPP contract with a medical provider.
13. **Nurse Consultant Review:** Review of treatment, bills, or coding by a nurse professional, for additional savings over and above the bill review rate savings. Savings can be generated by audit coding level or guideline application, relatedness, billing review, law application, CPT coding rules, DRG re-pricing, per diem re-pricing, or other method intended to increase savings.
14. **Out of Network Review:** Savings represented on the explanation of review which is the negotiated

- rate or discount amount off final bill review audit allowance amount.
15. Participating Provider Organization/Program/Network (PPO/PPP): A network of contracted and participating providers, hospitals and medical centers. The contracts/relationships can be directly with Rising or through other organizations with which Rising has contractual relationships.
 16. Pharmacy: Treatment, billing or networks for pharmaceutical products provided for the Participant(s). Bill will most often have charges listed with National Drug Codes (NDC).
 17. Pharmacy Program: A program in which RISING, or a RISING Partner is provided access to pharmacy services at a reduced cost. Cards and letters are used for patient notification and Claims are downloaded to the pharmacy program from RISING MBA system.
 18. Physician Advisor Review: Process of reviewing the treatment, bills, or coding by a medical doctor/physician, for additional savings over and above the bill review rate savings. Savings can be generated by audit coding level or guideline application, relatedness, billing review, law application, CPT coding rules, DRG re-pricing, per diem repricing, or other method intended to increase savings
 19. Primary Network: Medical provider networks that contractually allow access to their providers and require consideration of access for any bill prior to the consideration by any Secondary Network.
 20. Professional Fee: A fee charged for Professional Review or any other service performed by a Professional Reviewer. Fees will not be charged when the Professional Reviewer fee is already inclusive in another fee, such as Complex Bill Review fee. Examples include professional review validation such as fee schedule surgical implant calculations, Fee Schedule DRG validation, hospital audits, relatedness review, application of independent medical exam or physician file review results, etc.
 21. Professional Negotiations: The process RISING follows to obtain a discount on a medical bill from a provider, hospital, medical center, or other medical provider. This discounted rate of reimbursement shall be agreed to by the provider.
 22. Professional Review: The process of reviewing the treatment, bills, or coding by a professional, including but not limited to a nurse, medical doctor, chiropractor, physical therapist, or certified coder, for additional savings over and above the bill review rate savings. Savings can be generated by audit coding level or guideline application, relatedness, billing review, law application, CPT coding rules, DRG re-pricing, per diem re-pricing, or other method intended to increase savings.
 23. Professional Review/Audit Discount/Savings/Reduction: The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post BR; and the amount allowable after the Professional Review process.
 24. Professional Service: A medical service rendered by a medical professional, usually represented by a CPT code, in an office or non-facility setting.
 25. Rising Guarantee: Rising's pre-authorization, coordination, and direct reimbursement of surgical procedures bundled into all-inclusive case rates (including surgeon, facility and implants/devices). Rising Guarantee may also include advance purchase of various medical procedures at rates negotiated by Rising and County.
 26. Secondary or Wrap Network: Medical provider networks that contractually allow access to their providers, but do not require Primary Network status
 27. Telephonic Case Management (TCM): Case management that does not require live on-site Participant visits. TCM is often used in low severity injuries, in conjunction with FCM where the TCM nurse can mentor or guide a field nurse, or in maintenance mode of large stable claims to ensure early reaction to complications.
 28. UB04: Medical bill used to electronically submit claims for health care received in an institutional setting to payers. Also known as HCFA 1450 and UB04, and CMS 1450 or related successor forms.
 29. Usual Customary and Reasonable (UCR) or Usual and Customary (U&C): Allowable expense for any necessary health care service or supply which is calculated based on various data sources.
 30. Utilization Review (UR): Medical analysis products that address the appropriateness of care, which can be prospective, concurrent or retrospective. Pre-certification, pre-authorization, independent medical examination (IME), peer review of medical records and treatment or physician file review or peer to peer

conversation are deemed for purposes of this Agreement UR products.

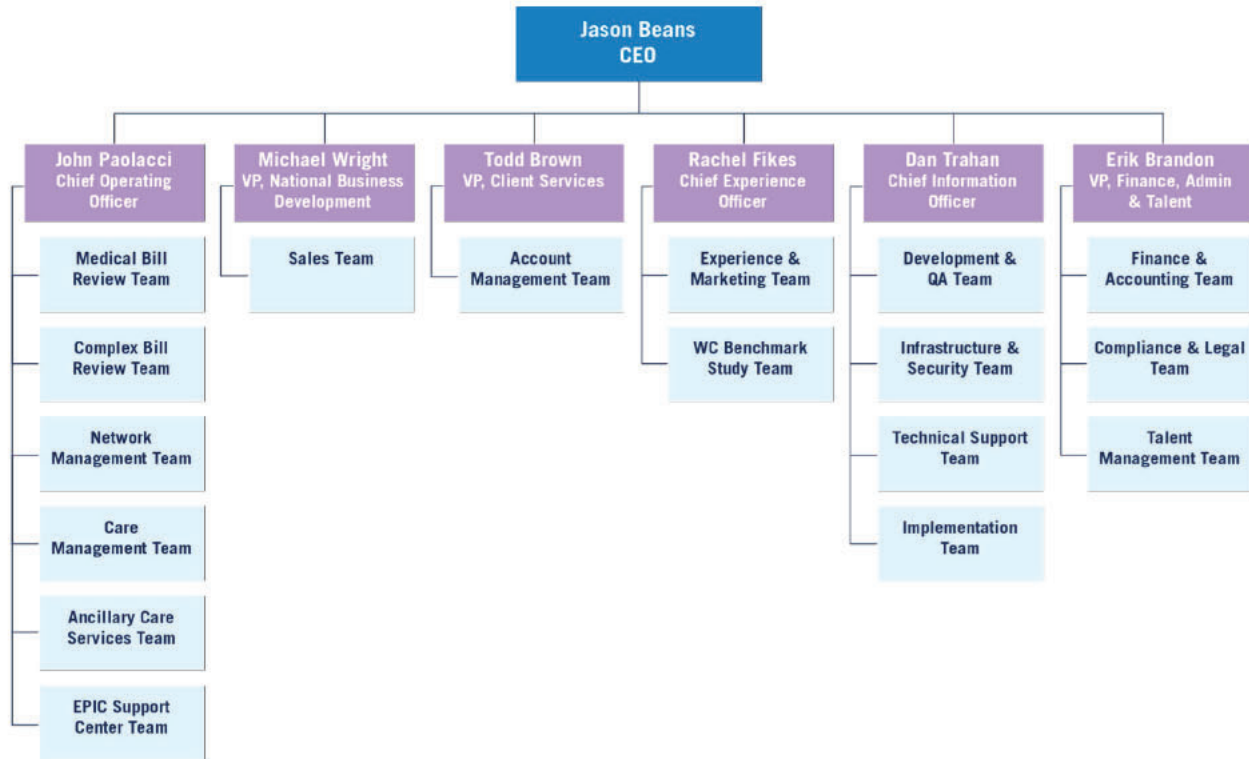
31. Value Added Savings: Any savings over the Bill Review Allowance for an individual medical service including, but not limited to, those produced by negotiations, PPO/PPP, coding review, professional review, audit, any state rule application, and/or reconciliation process.
32. Vision: Vision is Rising's framework for delivering web-based solutions to customers. Customers will be given access to a web portal configured to their specific needs.

EXHIBIT 2

Key Personnel / Organization Chart

Organization Chart & Key Personnel

Rising is organized into several collaborative teams as illustrated below.



Of our staff, Rising has designated 41 team members as “key personnel” devoted to Cook County’s workers’ compensation program, in six (6) service areas:

1. Medical Bill Review/Specialty Bill Review
2. Medical Care Management & Ancillary Care Services
3. Medicare Compliance/CMS 111 Reporting
4. Provider & Vendor Payment Processing
5. Account Management, Customer Support & Partner Oversight
6. Program Implementation/Enhancement

Please see [Section 7.2.5](#) for a full listing of key personnel by name, title, and time commitment to the County. Chronological resumes for all key personnel (with applicable professional references) can be found in [Attachment A](#).

KEY PERSONNEL

Below are Rising's key Operations, Account Management, and Implementation Team personnel.

| Medical Bill Review & Specialty Bill Review | | |
|--|--|---|
| Team Member Name | Team Member Title | Commitment to Cook County* <i>1. Works primarily on Cook County 2. Works equitably on Cook County and other projects 3. Works on multiple projects including Cook County 4. Provides leadership oversight</i> |
| John Paolacci, MBA | Chief Operating Officer | 4 |
| Thomas Patrowsky | Director of Specialty Bill Review Services | 4 |
| Jennifer Chavez | Bill Review Operations Manager | 3 |
| Barbara Clark, RN, AASN, LNC | Nurse Audit Supervisor/Auditor | 3 |
| Joshua Grams, CPC | Senior Team Lead – Complex Bill Review | 2 |
| Bryan Vortherms | Bill Review Operations Team Lead | 2 |
| Venesa Arellano, CMBRD | Complex Medical Bill Auditor | 2 |
| Cheryl Gibbons, CPC, CMBRD | Complex Medical Bill Auditor | 2 |
| Mary Seppala, CMBRD | Medical Bill Auditor | 1 |
| Julia Kosier | Medical Bill Auditor | 1 |
| Jennifer Agathen, CPC | Senior Quality Assurance Auditor | 2 |
| Clea Rich | Provider Relations Specialist | 2 |
| Aziz Tejani, MBA | Professional Negotiator | 2 |
| Patrick Coan | Intake & Distribution/Mailroom Team Lead | 3 |

| CMS 111 Reporting & MSP Compliance Solutions | | |
|---|---------------------|---|
| Rosey Atkins | MSP Program Manager | 3 |

| Medical Care Management & Ancillary Care Services | | |
|--|-----------------------------|---|
| Paige McCraney, DNP, APRN | VP of Care Management | 4 |
| Tim Rankin | VP of Field Case Management | 4 |

| | | |
|--------------------------------------|--|---|
| Judith Donofrio, RN, BSN CPC, CCM | Technical Manager | 3 |
| Betty Barber, RN, BSN, CPC-A | Utilization Review Nurse | 2 |
| Laroice Johnson, RN, BSN | Utilization Review Nurse | 2 |
| Micaela Church, RN, AASN | Utilization Review Nurse | 2 |
| Julia Nykaza, RN, BSN | Utilization Review Nurse | 2 |
| Antonina Pernice, RN, BSN, ASN | Utilization Review Nurse | 2 |
| Elaine Wanat, RN, BSN | Utilization Review Nurse | 2 |
| Britt Wambach, RN | Manager, Telephonic Case Management | 2 |
| Christina Gallagher, RN, MSN | Telephonic Case Manager/Triage | 2 |
| Sonia Gregerson, RN, CCM | Telephonic Case Manager | 2 |
| Barb Lefler, RN, MSN, BSN | Telephonic Case Manager | 2 |
| Marianne McLemore, RN, BSN | Telephonic Case Manager | 2 |
| Lia Terrell, RN, BSN | Telephonic Case Manager | 2 |
| Carol Cole, RN, CCM, MBA | Field Case Manager / Senior Medical Disability Specialist | 2 |
| Ana Miller, RN | Field Case Manager / Medical Disability Specialist | 2 |
| Kelsey Murphy | Ancillary Services Program Analyst II | 2 |

| Payment Processing / Check-Writing | | |
|---|--|---|
| Erik Brandon | VP of Finance, Administration & Talent | 4 |

| Account Management, Customer Support & Partner Oversight | | |
|---|---------------------------------|--|
| Todd Brown | VP of Client Services | |
| Mary Holley | Senior Account Executive | |
| Tonya Bingham, MS | EPIC Support Center Director | |
| Amy Dales | Customer Success Team Lead | |
| Johnny Herr | Provider Support Representative | |

| Program Implementation / Enhancement | | |
|---|---|--|
| Aamir Attia | VP of Product Solutions & Software Development | |
| Pat Frias, CSM | Senior Implementation Manager / Project Manager | |

EXHIBIT 3

Schedule of Compensation

COOK COUNTY -- BEST AND FINAL OFFER (BAFO)
PRICING PROPOSAL INFORMATION
RFP No. 2423-020911

Contents

Enclosed within this Pricing Proposal spreadsheet is:

- Rising's completed "BAFO - General Pricing" form
- A "BAFO - Detailed Pricing Supplement" document that supplies additional pricing and service information for the County

Pricing & Service Adjustments Summary

In this document, we have:

- Addressed price adjustments to our original Pricing Proposal for both "Core Service Requirements" & "Additional Services"
- Added the ISO Claim Search line item not included in the original RFP Scope or Pricing Proposal document
- Added a Direct Deposit Services for Injured Workers' Lost Time Benefits line item, also not included in the original RFP Scope or Pricing Proposal document, but was included as a capabilities question in the Finalist Presentation

Service Limitations, Assumptions, or Exclusions Summary

Any new services, offices, or functionalities that Rising is not currently providing to the County that is chosen under this contract are contingent upon Rising Medical Solutions receiving the required data fields from Cook County Risk Management to provide the new capabilities. Once an agreement is reached, Rising Medical Solutions will develop a comprehensive implementation plan to address the additional information required, ensuring that all services are available upon contract approval. Except for the necessary data requirements, we do not anticipate any service limitations, assumptions, or exclusions.

Turnaround Times for Exam-Related Services

Regarding the turnaround times for associated exam-related services, please note the following:

- **For IME Requests:** Scheduling of an IME appointment typically occurs within 48 business hours of referral. Delivery of the final IME report is within 10 business days of the IME examination.
- **For Fit for Duty (FFD) Requests:** Scheduling of a FFD (physical/psychological) typically occurs within 48 business hours of the referral request. Delivery of the final FFD report is within 7-10 business days of the FFD examination.
- **For Pre-Employment Examinations:** Scheduling of Pre-Employment Examinations typically occurs within 48 business hours of the referral request. Delivery of the final Pre-Employment Examination Pass/Fail occurs upon completion of the examination. Delivery of the final Pre-Employment Examination report is within 7-10 business days of the examination.

Cook County Government
 Workers Compensation Administrative Services
 Contract No. 2423-020911

Pricing Proposal - General Pricing. The proposer will consider all costs (labor, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. All additional services beyond the initial scope of the project, identified by the Proposer as beneficial to the County, shall be delineated separately for the County to consider.

Proposer shall provide a pricing structure that clearly demonstrates the costs to process each of the following services.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Exclusions | Min/Max per bill for managed care services or transaction |
|---|--|--------|--------|--|--------|--------|--------|-------------------------------------|---|
| Core Service Requirements to include what is listed below. | 3.61M | 3.72M | 3.83M | 3.95M | 4.07M | 4.19M | 4.32M | | |
| Medical Bill Review Services | \$4.65 per bill | | | \$4.95 per bill | | | | \$9,500 maximum review fee per bill | |
| Utilization Review / Peer Review Services | \$99 per RN review \$230 per Peer review | | | \$105 per RN review \$250 per Peer review | | | | | |
| E-billing and clearinghouse services | No addl. charge - included in Mailroom fee | | | | | | | | |
| Durable Medical Equipment Services | State Fee Schedule minus 15% | | | | | | | | |
| Medical Diagnostic Services | State Fee Schedule minus 15% | | | | | | | | |
| Preferred Provider Program/Preferred Provider Organization | 17.5% of incremental savings below FS/U&C | | | | | | | | |
| Selective medical bill audit for large bills (includes complex coding, nurse audit, fair & reasonable repricing methodology, provider negotiations) | 17.5% of incremental savings below FS/U&C | | | | | | | | |
| CMS Section 111 Support Services | \$12,500 Per Year Comprehensive Medicare services included in Detailed Pricing Supplement | | | | | | | | |
| Pharmacy Benefit Manager Services | Retail: Brand: AWP - 17% + \$1.50 dispense fee Generic: AWP - 60% + \$1.50 dispense fee Mail Order: Brand: AWP - 19% + \$0 dispense fee Generic: AWP - 65% + \$0 dispense fee Additional clinical services available in Detailed Pricing Supplement | | | | | | | | |
| Supplemental clerical staff | \$42 per hour | | | \$46 per hour | | | | | |
| Independent Medical Evaluation Services | Quote based: Service details included in Detailed Pricing Supplement | | | | | | | | |
| Additional Services to include what is listed below- Specify if the services cannot be provided. | 3.81M | 3.93M | 4.04M | 4.16M | 4.29M | 4.42M | 4.55M | | |
| Field Case Management Services | \$95 per hour | | | \$105 per hour | | | | | |
| Telephonic Case Management Services | \$95 per hour | | | \$105 per hour | | | | | |
| Vocational Rehabilitation / Placement Services | \$99 per hour | | | \$105 per hour | | | | | |
| Surveillance Services | Comprehensive Surveillance services included in Detailed Pricing Supplement | | | | | | | | |
| Recorded Statements | \$75 per hour | | | \$85 per hour | | | | | |
| Triage program/early intervention program (includes post-claim triage) | Nurse Triage - \$95 per call | | | Nurse Triage - \$99 per call | | | | | |
| Structured Settlement services | Comprehensive Structured Settlement services included in Detailed Pricing Supplement | | | | | | | | |
| Check writing on behalf of Cook County Comprehensive | \$3.95 per bill paid | | | | | | | | |
| TPA services | \$22.50 Per Service | | | \$25.00 Per Service | | | | | |
| Additional Services / Rows added by Rising | 140K | 146K | 151K | 156K | 162K | 168K | 174K | | |
| Mailroom (Rising will act as the mailroom for Cook County medical bills) | \$1.00 per bill | | | | | | | | |
| Physical Medicine | State Fee Schedule minus 15% | | | | | | | | |
| | Rates for additional jurisdictions/ procedures available upon request. | | | | | | | | |
| Transportation | State Fee Schedule minus 5% | | | | | | | | |
| | Rates for additional jurisdictions/ procedures available upon request. | | | | | | | | |
| Translation | State Fee Schedule minus 5% | | | | | | | | |
| | Rates for additional jurisdictions/ procedures available upon request. | | | | | | | | |
| Pre-Employment Psychological Exams | \$850 Per Exam | | | \$950 Per Exam | | | | | |
| Fit for Duty Examinations | \$1,500 plus Provider Fees | | | \$1,600 plus Provider Fees | | | | | |
| Total (3 Year Term) | Based on the historical information provided by the County, Rising estimates the Total 3 Year Fees for "Core Services" to be \$11.16M . That total only includes program/administrative fees related to required Core Service and as such would exclude associated medical loss costs such as payments for prescription drugs, DME/supplies, and diagnostic tests. Everything in medical will be a savings over the current claim spend. If "Additional Services" included in the RFP Scope of Services are utilized (at historical program usage levels), the estimated total 3 Year program fees is \$22.94M . If all suggested services are utilized (including those "Additional Services / Rows added by Rising," which are services the County utilizes today in its current program, but were not part of the RFP Scope of Services), fees are estimated to be \$23.377M over 3 years. That total only includes program/administrative fees related to required Ancillary Service and as such would exclude associated medical loss costs. Everything in medical will be a savings over the current medical spend. | | | | | | | | |
| Grand Total 7 Year (3 Year Term + 4 Extension Options) | All of these projections assume no significant changes in the County's use of individual services. Rising would welcome the opportunity to work with the County to develop. Using the County's historical data Rising would estimate the total 7-year program/administrative fees (excluding medical loss costs) to be \$27.69M for the Core Service requirements. The total estimate including all Additional Services (including those Rising added) would be \$57.987M for the full 7-year period. | | | | | | | | |

| Service | Pricing Methodology/Rate Years 1 - 3 | Pricing Methodology/Rate Years 4 - 7 |
|--|--|--|
| Core Services where program fees are billed separately | | |
| Medical Bill Review Services – Base Fee All Bills | \$4.65 per bill <i>Pricing of \$5.10 with a 0.45 prompt pay discount.</i> | \$4.95 per bill <i>Pricing of \$5.40 with a 0.45 prompt pay discount.</i> |
| e-Billing & EDI Clearinghouse services (jurisdictionally compliant solution for provider electronic submission of bills & supporting documentation) | Included in Mailroom Fee (no addl. charge) | Included in Mailroom Fee (no addl. charge) |
| Fee Schedule / Usual & Customary Review | Included in Base Review Fee (no addl. charge) | Included in Base Review Fee (no addl. charge) |
| PPO Network Access | 17.5% of incremental savings* (\$9,500 max. fee per bill) <i>Pricing of 18% with a 0.5% prompt pay discount.</i> | 17.5% of incremental savings* (\$9,500 max. fee per bill) <i>Pricing of 18% with a 0.5% prompt pay discount.</i> |
| Complex/Specialty Bill Review (selective medical bill audit for large/complex bills, includes complex coding review, nurse audit, fair & reasonable repricing methodology, & provider negotiations when appropriate) | 17.5% of incremental savings* (\$9,500 max. fee per bill) <i>Pricing of 18% with a 0.5% prompt pay discount.</i> | 17.5% of incremental savings* (\$9,500 max. fee per bill) <i>Pricing of 18% with a 0.5% prompt pay discount.</i> |
| Utilization Review / Peer Review services | \$99 per Nurse review \$230 per Peer review (as needed) | \$105 per Nurse review \$250 per Peer review (as needed) |
| CMS Section 111 Support services | | |
| CMS 111 Reporting The base price for Section 111 reporting through our industry-leading platform, includes a manual account setup or file exchange setup using one of our current specification methods. This fee may be adjusted based on the complexity of the implementation, number of RRE IDs, file counts and other considerations once the scope of the client's needs is mapped out (annual fee). Custom programming may be billable as a Statement of Work. | \$12,500 | \$12,500 |
| Supplemental Clerical Staff | \$42.00 per hour | \$46.00 per hour |
| Independent Medical Evaluation services | Quote based pricing. Rates vary dramatically by provider and specialty. Adjuster can control when to order the IME service and will control provider choice based on rates and perceived value. | Quote based pricing. Rates vary dramatically by provider and specialty. Adjuster can control when to order the IME service and will control provider choice based on rates and perceived value. |
| Core Services where fees are built into medical charges | | |
| Pharmacy Benefit Management services | Retail: Brand: AWP - 17% + \$1.50 dispense fee Generic: AWP - 60% + \$1.50 dispense fee Mail Order: Brand: AWP - 19% + \$0 dispense fee Generic: AWP - 65% + \$0 dispense fee Specialty: Brand: AWP - 17% + \$+1.50 dispense fee | Retail: Brand: AWP - 17% + \$1.50 dispense fee Generic: AWP - 60% + \$1.50 dispense fee Mail Order: Brand: AWP - 19% + \$0 dispense fee Generic: AWP - 65% + \$0 dispense fee Specialty: Brand: AWP - 17% + \$+1.50 dispense fee |
| Durable Medical Equipment services | Lesser of: - State Fee Schedule minus 15% - U&C minus 15% (non-fee schedule codes) | Lesser of: - State Fee Schedule minus 15% - U&C minus 15% (non-fee schedule codes) |
| Medical Diagnostic services | State Fee Schedule minus 15% Rates are an aggregate program discount guarantee. Rates for additional jurisdictions/procedures available upon request. | State Fee Schedule minus 15% Rates are an aggregate program discount guarantee. Rates for additional jurisdictions/procedures available upon request. |

| Service | Pricing Methodology/Rate Years 1 - 3 | Pricing Methodology/Rate Years 4 - 7 |
|---|--|---|
| Additional Services | | |
| Field Case Management services | \$95 per hour | \$105 per hour |
| Telephonic Case Management | \$95 per hour | \$105 per hour |
| Vocational Case Management services | \$99 per hour | \$105 per hour |
| Surveillance services | Manned - \$925 per 8 hour day Unmanned - \$865 per 8 day Alive and Well - \$416 Social Media Monitoring - \$175 (3 year) Set up charge per file - \$125 Deploy/extract charge - \$99 per hour | Manned - \$995 per 8 hour day Unmanned - \$945 per 8 day Alive and Well - \$455 Social Media Monitoring - \$185 (3 year) Set up charge per file - \$135 Deploy/extract charge - \$105 per hour |
| Recorded Statement services | \$75 per hour | \$85 per hour |
| Post-Claim Nurse Triage / Early Intervention Program | \$95 per call | \$99 per call |
| Check writing / Payment Processing (jurisdictionally compliant e-payment solution including provider EOR delivery and check writing, EFT/ACH or virtual card payments. Mailing of denial EOR's or other documents available as required for same fee) | \$3.50 per bill paid | \$3.95 per bill paid |
| TPA services (this is the TPA services as defined in the vendor Q&A; includes care and service coordination fees associated with program and vendor management) | \$22.50 per service | \$25 per service |
| Structured Settlement services | | |
| Medical Reserve Forecast (MRF) MRF provides future medical needs on claims files at any time along the treatment continuum. The MRF assists in identifying the probable ultimate medical cost of a claim, which prevents stair stepping and allows for more exact claim reserving. The MRF can be tailored to your claims system and reserving worksheet for easy import capabilities. | \$1,500 per forecast | \$1,650 per forecast |
| Future Medical Cost Projection (FMCP) An independent medical summary that considers future medical treatment for the claim under review. The FMCP estimates the future medical cost based upon future medical needs, pre-existing injuries, and comorbid conditions, including the life expectancy of the injured party. Revisions are charged at the MSA and LFMA revision rates. | \$2,000 per projection | \$2,250 per projection |
| Structured Settlement Annuity | No Fee (Quote lower than settlement) | No Fee (Quote lower than settlement) |
| Additional Services / Rows Added by Rising in General Pricing Sheet | | |
| Mailroom (act as the mailroom for County medical bills, including a dedicated mailbox, daily pick-up, opening, stamping, prepping, scanning, and indexing bills and medical records to County claims) | \$1.00 per bill | \$1.00 per bill |
| Physical Medicine services | State Fee Schedule minus 15% Rates are an aggregate program discount guarantee. Rates for additional jurisdictions/procedures available upon request. | State Fee Schedule minus 15% Rates are an aggregate program discount guarantee. Rates for additional jurisdictions/procedures available upon request. |
| Transportation | State Fee Schedule minus 5% Rates for additional jurisdictions/procedures available upon request. | State Fee Schedule minus 5% Rates for additional jurisdictions/procedures available upon request. |
| Translation | | |
| Pre-Employment Psychological Exam | \$850 Per Exam | \$950 Per Exam |
| Fit-For-Duty (rapid request screening, with appointments scheduled within 24-48 business hours of referral and typically occurring within 1-3 weeks; employees are notified within 24 business hours of appointment confirmation, and comprehensive FFD reports are typically available within 5-7 business days after the appointment.) | \$1,500 plus Provider Fees | \$1,600 plus Provider Fees |

| Service | Pricing Methodology/Rate Years 1 - 3 | Pricing Methodology/Rate Years 4 - 7 |
|--|---|---|
| Other Optional Services for Consideration | | |
| Pre-Claim Nurse Triage Program | \$95 per call | \$99 per call |
| Adjuster AI Suite Subscription Includes access to AI Suite on a per-claim basis for all claims; includes ODG claim risk scoring, reserve estimates, duration estimates, evidence-based treatment analysis, alerts, provider scoring, auto search of documents with alerts, adjuster texting from VISION™, and adjuster VISION™ dashboards to assist in claims management. | \$23 per accepted claim (lifetime per claim) | \$24.50 per accepted claim (lifetime per claim) |
| Professional Staffing services (e.g., claims adjusters, etc.) | Cost plus 25% Recruiting and Management Fee | Cost plus 25% Recruiting and Management Fee |
| FROI/SROI Regulatory Reporting (electronic compliance reporting on First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) based on standard Rising layouts. If additional programming required over current claim feed, additional costs may be required) | \$25 Per FROI Report \$15 Per SROI Report | \$25 Per FROI Report \$15 Per SROI Report |
| ClaimSearch Essentials (Gain valuable insight and perform quick follow-up of your fraud investigations with ISO ClaimSearch® Essentials Inquiry. Rising will report each claim to ISO ClaimSearch Essentials and import the results and report into Vision. We can search across all property, casualty, and vehicle claims and receive instant search results. System reports provide you a claimant's or insured's full loss profile and help identify suspicious patterns of claims and fraud ring activity. Requires contribution of claims data to ISO's data set and a 3 way agreement. Also, that all required fields are submitted to Rising in the Origami claim feed. If additional programming required over current claim feed, additional costs may be required) | \$5,500 Per Month <i>(based on 1,400 new claims per year)</i> | \$6,000 Per Month <i>(based on 1,400 new claims per year)</i> |
| Customized Technology Services This is an hourly rate for customized program services that a client may request including such items as custom programming and report building. In the event customized services are needed, Rising works with client to understand needs and provide a statement of work (SOW) cost estimate for approval prior to initiating the project (as-needed fee). | \$180 per hour (optional) | \$195 per hour (optional) |
| Pre-MSA / Pre-Settlement Cost Containment Tools | | |
| Medication Analysis Provides a comprehensive assessment of the injured party's pharmacy usage that yields recommendations and a cost containment action plan tailored to the medication-related needs of the injured party. Specific clinical recommendations are made regarding the therapy plan as well as creation of a plan for resolution of identified cost drivers. | \$950 per analysis | \$995 per analysis |
| Clinical Cost Containment Review (CCCR) A CCCR combines the Medication Analysis with a comprehensive review of medical treatment, which identifies potential cost savings in multiple areas of a claim supporting positive health outcomes. Clinical pharmacists review all pharmacy and medical records for therapeutic appropriateness, therapy duration, and future medical needs. Clinical nurses, trained in CMS' guidelines, also review treatment records, evaluating all aspects of medical treatment including durable medical equipment (DME) and supplies, surgeries, home health care, and diagnostic imaging. Future utilization control opportunities for medical and drug therapies are identified using evidence-based guidelines and an action plan for resolution is provided. | \$1,500 per review | \$1,650 per review |
| Peer Outreach Outreach is recommended on all Medication Analysis and CCCR assignments. Specialty-matched peer physicians collaboratively engage the treating physician to discuss all aspects of the case and determine alternative treatment strategies that are consistent with standards of care and facilitate implementation of recommended changes. The peer physician attempts to obtain verbal and written clarification of the agreed upon current and/or future treatment recommendations. | \$1,650 per referral | \$1,750 per referral |
| Nurse Progress Monitoring To maximize optimal results, targeted follow-up with the treating physician is recommended for all Medication Analysis and CCCR referrals following peer outreach. Clinical nurse follow up is recommended for up to six months to confirm agreed upon changes are being implemented. Outcomes are reviewed with the claims professional by a clinical nurse. The primary treating physician's office is contacted before and after the injured party's scheduled appointments, encouraging compliance. Therapeutic changes are validated by monthly file reviews with case re-evaluation at the end of six months. | \$900 per referral | \$950 per referral |

| Service | Pricing Methodology/Rate Years 1 - 3 | Pricing Methodology/Rate Years 4 - 7 |
|---|--|--|
| <p>MSA Clinical Outreach (RN/Pharmacist) Review of MSA to identify items lacking proper clarity, including outdated recommendations or drug therapies where the prescribed reason for usage is unclear. An action plan to address specific items requiring clarification with the treating physician is created and provided to the client. A clinical nurse provides outreach to the treating physician(s) to discuss the concern and obtain verbal and written clarification of the current and/or future treatment recommendations. Following written confirmation of treatment, the MSA allocation is adjusted.</p> | \$900 per referral | \$950 per referral |
| <p>MSA Clinical Outreach (Peer Physician) Review of MSA to identify items lacking proper clarity, including outdated recommendations or drug therapies where the prescribed reason for usage is unclear. An action plan to address specific items requiring clarification with the treating physician is created and provided to the client. Upon request, our physician peer enters into a collegial discussion with the treating physician to better understand the clinical situation and discuss the concern identified. The peer physician obtains verbal and written clarification of the agreed upon current and/or future treatment recommendations. Following written confirmation of treatment, the MSA allocation is adjusted. Recommended for claims with high allocations following initiation of settlement process, where there are complex therapy concerns or the treating physician(s) prefer to discuss the case with a peer-level physician.</p> | \$1,500 per referral | \$1,650 per referral |
| MSA Services | | |
| <p>Medicare Set-Aside (MSA) This all-inclusive allocation solution is specifically designed to provide auditable documentation of compliance with Medicare Secondary Payer (MSP) regulations. The MSA is a detailed report, which includes a comprehensive medical write-up and incorporates all aspects of the claim. With our cross-discipline expertise in pharmacy, medical, legal, and claims we seek to provide the lowest defensible allocation. Allocations include: - Customer-requested special handling - Rated age determination - Structured settlement/annuity quote</p> | \$1,900 per MSA | \$1,995 per MSA |
| <p>Second Opinion MSA Evaluate an MSA allocation completed by another MSA vendor to ensure its accuracy and confirm/correct the allocation amount provided and additionally determine if any additional cost saving opportunities were missed.</p> | \$1,900 per MSA | \$1,995 per MSA |
| <p>Future Medical Allocation (Liability Only) This aggressive solution utilizes both a clinical and legal approach to produce the lowest defensible liability allocation to assist in complying with the MSP regulations. Our cross-disciplinary expertise in pharmacy, medical, claims, and legal allows them to effectively combine medical and pharmaceutical standards of care, cost-effective pricing, as well as application of the distinct legal facts of each liability case. This aggressive and cost-minded approach seeks to provide the lowest allocation while appropriately protecting Medicare's interest.</p> | \$1,900 per referral | \$1,995 per referral |
| <p>Limited Future Medical Allocation (Liability Only) This cost-effective report is tailored for situations in liability claims where the monetary amount of the settlement does not justify the expense of a comprehensive Liability Future Medical Allocation. We understand the need for flexibility as not all settlements require the same level of set aside. With our cross-discipline expertise in pharmacy, medical, and claims, they can provide you with the lowest defensible allocation to close your smaller claims for a lesser fee while still ensuring compliance with all MSP regulations. The Limited Liability Future Medical Allocation is available when the proposed settlement is \$15,000 or less and the injured individual requires only limited future medical care.</p> | \$1,350 per referral | \$1,450 per referral |
| <p>MSA and LFMA Revisions · Within 6 months of original · Between 7 and 12 months of original · Between 12 and 24 months of original · More than 24 months after original</p> | <p>- No charge - \$700 - \$1,250 - \$1,750</p> | <p>- No charge - \$800 - \$1,350 - \$1,950</p> |
| <p>CMS Submissions Prepare the necessary documentation and proceeds with CMS submission for approval post allocation and client request.</p> | <p>\$700 per submission (incl. negotiation & one resubmission of MSA if necessary)</p> | <p>\$750 per submission (incl. negotiation & one resubmission of MSA if necessary)</p> |
| <p>Social Security Benefits Determination Upon receipt of a case assignment accompanied by a properly executed Social Security Release form, Settlement Solutions obtains Social Security Disability and Medicare status with the Social Security Administration. We then contact the client and provide the appropriate recommendation.</p> | \$200 per determination | \$225 per determination |
| <p>Conditional Payment Verification Service If conditional payment verification is requested, upon receipt of authorized forms, we correspond with the Benefit Coordination and Recovery Contractor (BCRC) to determine if conditional payments exist. Written verification of conditional payment is obtained and provided to the client.</p> | \$200 per verification | \$225 per verification |

| Service | Pricing Methodology/Rate Years 1 - 3 | Pricing Methodology/Rate Years 4 - 7 |
|--|--|--|
| Conditional Payment Analysis Service If conditional payments exist, our Settlement Specialist reviews the payment summary provided by Medicare, and performs an analysis of relevant file materials. We then notify the client in writing of any disputable charges and provides recommendations for resolution and reduction of the conditional payment amount. | \$350 per review | \$380 per review |
| Conditional Payment Dispute If the client requests an appeal/dispute, our Settlement Specialist corresponds with the BCRC or CRC to have charges removed or reduced. If matters proceed to the Reconsideration stage, ALJ Hearing, Medicare Appeals Council, or to the Department of Treasury, fees are \$250/hour. | \$250 per hour | \$275 per hour |
| Basic MAP Lien Verification Service Upon receipt of information confirming with the MAP that the injured party is enrolled and authorized forms, our Settlement Specialist corresponds with the MAP to determine if a lien exists. Written verification of any lien is obtained and provided to the client. | \$250 per verification | \$275 per verification |
| MAP Research and Lien Verification Service Upon receipt of authorized forms, our Settlement Specialist attempts to verify if the injured party is enrolled in a MAP by contracting the injured party and/or their representative (if any). If it is confirmed that the injured party is enrolled in a MAP, we correspond with the appropriate plan to determine if a lien exists. Written verification is obtained and provided to the client. | \$500 per verification | \$550 per verification |
| Post-Settlement Administration Tools | | |
| Full-Service MSA Professional Administration (includes full management of settlement funds, including setting up interest bearing accounts, completing annual CMS required reporting, access to discounted medical treatment/prescription drugs/durable medical equipment/etc., integrated bill review services, online portal for real-time MSA tracking/reporting, toll-free support for any questions/needed support) | Lifetime Administration Fee - MSA Value \$25K to \$499K - \$2,000 - MSA Value \$500K+ - \$5,000 | Lifetime Administration Fee - MSA Value \$25K to \$499K - \$2,200 - MSA Value \$500K+ - \$5,500 |
| MSA Assisted Administration (claimant manages their own funds, but Rising provides access to discounted medical treatment/prescription drugs/durable medical equipment/etc., bill review services, consultation and reporting assistance) | \$750 for 1st year \$350 per year thereafter | \$850 for 1st year \$350 per year thereafter |
| Value-added Services | | |
| VISION™ Adjuster Portal (bill assessment/status, document images, ad hoc reporting) | Included (fee waived) | Included (fee waived) |
| Rising Insights (standard reporting & analytics) | Included (fee waived) | Included (fee waived) |
| Custom Reports/Data Analytics | 80 hours included per year (addl. customization available on a project basis for an hourly fee) | 80 hours included per year (addl. customization available on a project basis for an hourly fee) |
| Claim System Integration Fee | Included (fee waived) | Included (fee waived) |
| Program Implementation Fee (includes local account/implementation manager in Cook County) | Included (fee waived) | Included (fee waived) |

EXHIBIT 4

Electronic Payables Program (“E-Payables”)

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

FOR INFORMATION PURPOSES ONLY

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

DESCRIPTION

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

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

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

There are two options within this initiative:

1. Dedicated Credit Card – “PULL” Settlement

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

2. One-Time Use Credit Card – “SUGA” Settlement

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

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EXHIBIT 5

Certificate for Consulting or Auditing Services Form



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

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Rising Medical Solutions, LLC

ADDRESS: 325 N LaSalle St, Suite 600

TELEPHONE: (866) 274-7464

CONTACT NAME: Erik Brandon

CONTACT EMAIL: erik.brandon@risingms.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

AFFILIATE 1: Jason F Beans CEO/President 325 N LaSalle, Suite 600 Chicago IL 60654

AFFILIATE 2:

AFFILIATE 3:

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 2423-020911
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Department of Risk Management
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No
If yes, please state the other Contract Number(s) and the Nature of Services.
-

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

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

 12/12/2024
Signature

Erik Brandon

Name (Type or Print)

VP Finance, Administration & Talent

Title

Date

EXHIBIT 6

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 that 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 North Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502



MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
 Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
 Jeanetta Cardine, Deputy Director
 Compliance Center of Excellence
 Center of Business Enterprise Development

Date: September 30, 2025

RE: Contract No: 2423-020911
 Workers Compensation Administrative Services
 Department of Risk Management
 Contractor: Rising Medical Solutions, LLC d/b/a Rising Medical Solutions
 Contract Value: \$23,377,000.00
 Contract Term: 36 Months (January 1, 2026, through December 31, 2028)
 RFP – Professional Services
 Contract Goal: 35% MWBE

Dear Mr. Sarrafian:

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

Original Contract Utilization Plan (Based on Contract Value of \$23,377,000.00)

| <u>MBE/WBE</u> | <u>Status</u> | <u>Certifying Agency</u> | <u>Commitment (Direct)*</u> |
|-----------------------------|---------------|--------------------------|-----------------------------|
| PhotoFax, Inc. | WBE(CF) | Cook County | 5.13% |
| Custom Case Management, LLC | WBE(CF) | City of Chicago | <u>25.85%</u> |
| | | Total | 30.98% |

***Commitment percentages are based on the Administrative Services fees amount of \$11,160,00.00.**

While the total contract award is \$23,377,000.00, the MBE/WBE participation goal is based solely on the included Administrative Services fees. The overall commitment appears to be 30.98% of the contract's total value but, when calculated against the correct base (the Administrative Services cost), it reaches 36.75%, thus meeting the solicitation's requirement.



COOK COUNTY
OFFICE OF THE
**Chief Procurement
Officer**

The Center of Business Enterprise Development 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.

JC/vl

CC: Edmund Rendon, (OCPO)
Jacqueline Hrabak, (Department of Risk Management)



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.
- 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: PhotoFax, Inc.
 Address: 44W100 UW Hwy 20, Hampshire, IL 60140
 E-mail: kdeboer@photofax.com
 Contact Person: Karen Deboer Phone: 847-683-3724
 Dollar Amount Participation: \$ \$1,200,000
 Percent Amount of Participation: 5% %
 *Letter of Intent attached? Yes No
 *Current Letter of Certification attached? Yes No

MBE/WBE Firm: Custom Case Management, LLC
 Address: 500 N Randall Road, #266, Batavia, IL 60510
 E-mail: tbilut@customcasemanagement.com
 Contact Person: Tracey Bilut Phone: 630-742-2151
 Dollar Amount Participation: \$ \$6,042,000
 Percent Amount of Participation: 26% %
 *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

M/WBE Firm: PhotoFAX, Inc.

Certifying Agency: Cook County

Contact Person: Karen Deboer

Certification Expiration Date: 01/19/2025

Address: 44W100 UW Hwy 20

Ethnicity: Caucasian

City/State: Hampshire, IL Zip: 60140

Bid/Proposal/Contract #: 2423-020911

Phone: 847-683-3724 Fax: 800-875-7898

FEIN #: 36-3618907

Email: kdeboer@photofax.com

Participation: Direct Indirect

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

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

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

Surveillance services, social network check, internet monitoring, activity check, medical check, alive & well checks, employment verifications and skip tracing

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

Total Dollar Amount = \$1,200,000 | 5% | Monthly Payments

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.

Karen Deboer
Signature (M/WBE)

Jason Beans
Signature (Prime Bidder/Proposer)

Karen Deboer
Print Name

Jason Beans
Print Name

PhotoFAX, Inc.
Firm Name

Rising Medical Solutions, LLC
Firm Name


12/17/2024
Date

12/17/2024
Date

Subscribed and sworn before me
this 17 day of December, 2024.

Subscribed and sworn before me
this 18th day of December, 2024.

Notary Public Julie Kosteck


Notary Public Danny Ramirez


M/WBE Utilization Plan _____



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

ALMA E. ANAYA

7th District

ANTHONY QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

NICOLE MANDEVILLE

DIRECTOR

161 N. Clark Street, 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

January 18, 2024

Karen DeBoer, President
PhotoFax, Inc.
44W100 US Hwy 20
Hampshire, IL 60140

Annual Certification Renewal: January 19, 2025

Dear Ms. DeBoer:

Congratulations on your continued eligibility for Certification as a **Women-owned Business Enterprise ("WBE")** by Cook County Government.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal, **January 19th**. Failure to file this affidavit may result in the termination of your Certification. In addition, you must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

NAICS CODE:

561611 – Private Investigation Services (Except Credit)

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Desiree M. Otkins

Desiree M. Otkins, EMBA
Deputy Director, Contract Compliance

DMO/lar

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Custom Case Management, LLC

Certifying Agency: City of Chicago

Contact Person: Tracey Bilut

Certification Expiration Date: 10/15/2025

Address: 500 N Randall Road, #266

Ethnicity: Caucasian

City/State: Batavia, IL Zip: 60510

Bid/Proposal/Contract #: 2423-020911

Phone: 630-742-2151 Fax: 312-212-5892

FEIN #: 20-5062791

Email: tbilut@customcasemanagement.com

Participation: Direct Indirect

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

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

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

Nurse Case Management, IME, and Fit for Duty Services

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

Total Dollar Amount = \$6,042,000 | 26% | Monthly Payments

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.

Tracey Bilut
Signature (M/WBE)

Jason Beans
Signature (Prime Bidder/Proposer)

Tracey Bilut
Print Name

Jason Beans
Print Name

Custom Case Management, LLC
Firm Name

Rising Medical Solutions, LLC
Firm Name

12/17/2024
Date

12/17/2024
Date

Subscribed and sworn before me

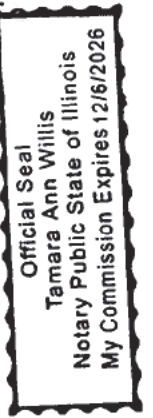
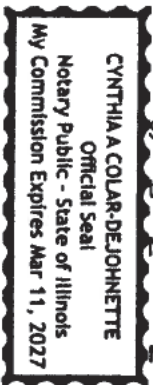
Subscribed and sworn before me

this 17th day of December, 2024
Notary Public Cynthia A. Colar-DeJohnette

this 18th day of December, 2024
Notary Public Tamara Ann Willis

SEAL

SEAL





CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

OCT 16 2020

Tracey L. Bilut
Custom Case Management, LLC
500 N. Randall Rd. #226
Batavia, Illinois 60510

Dear Ms. Bilut:

We are pleased to inform you that **Custom Case Management, LLC** is recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **10/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **10/15/2021, 10/15/2022, 10/15/2023 and 10/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **8/15/2025**.

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

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

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

DMW

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

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

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

NAICS Code(s):

- 524292 - Third Party Administration of Insurance and Pension Funds**
- 524298 - Insurance Advisory and Investigation Services (except claims investigation)**
- 541611 - Administrative Management and General Management Consulting Services**
- 541612 - Human Resources Consulting Services**
- 624310 - Vocational Rehabilitation Services**

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/od



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Custom Case Management, LLC

Address 500 N. Randall Road #266 City Batavia

County Kane State IL Zip 60134

Phone (630) 742-2151 Email tbilut@customcasemanagement.com

I, Tracey Bilut, President
(Authorized Representative) (Print Title)

of Custom Case Management, LLC do hereby affirm:
(Name of Firm)

1) Custom Case Management, LLC is a Minority and/or Women Business Enterprise currently
(Name of Firm)
certified by the City of Chicago as: [] Black- [] Hispanic- [] Asian- [x] Woman-owned business.

2) With respect to Custom Case Management, LLC, the personal net worth of the qualifying
(Name of Firm)
(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.)

3) The average annual gross receipts of Custom Case Management, LLC,
(Name of Firm)
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>)

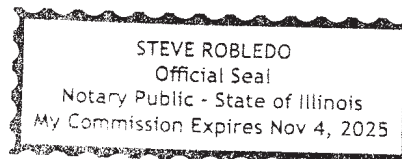
Upon penalty of perjury, I Tracey Bilut affirm that, to the best of my knowledge
(Authorized Representative)
and belief, the information herein is true and accurate.

Signature Tracey Bilut Title President Date 12/17/2024

Subscribed and sworn to before me this 17 day of December, 2024
(Month) (Year)

[Signature]
(Notary's Signature)

Notary's Seal



My Commission Expires 11/04/2025

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

EXHIBIT 7

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2025

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

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

| | | | |
|---|--|---|--------------------------------------|
| PRODUCER | | CONTACT NAME: Owen Costanza | |
| RMS Insurance Services, Inc. dba Flanders Insurance | | PHONE (A/C No. Ext): (815) 226-1444 | FAX (A/C, No): (815) 226-4760 |
| 1947 N Lyford Rd. | | E-MAIL ADDRESS: owen@flandersinsurance.com | |
| Rockford IL 61107 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: AUT001 - OWNERS INSURANCE COMPANY | NAIC # 32700 |
| | | INSURER B: Landmark American Insurance Company | 33138 |
| | | INSURER C: Employers Assurance Company | 25402 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED | | | |
| Rising Medical Solutions Inc. | | | |
| 325 N La Salle Dr Ste 600 | | | |
| Chicago IL 60654-2657 | | | |

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

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


| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 07232196 | 09/09/2025 | 09/09/2026 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 53-233596-00 | 04/27/2025 | 04/27/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | Y | Y | 07232196 | 09/09/2025 | 09/09/2026 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | EIG4662832-00 | 12/24/2024 | 12/24/2025 | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Medical Professional | Y | Y | LHR788795 | 04/27/2025 | 04/27/2026 | Per claim \$3,000,000 Aggregate \$3,000,000 |

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

The Commercial General Liability and Auto Liability are primary and non-contributory to Cook County's insurance.

EPLI Coverage & Directors and Officers Claims Made Retro 11/9/2014 HDI Insurance \$500,000/\$1,000,000 losses Policy EK13354806 Effective 04/01/2025-04/01/2026

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Cook County Department of Risk Management 118 N Clark Street Room 1072 Chicago IL 60602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY RMS Insurance Services, Inc. dba Flanders Insurance | | NAMED INSURED Rising Medical Solutions Inc. | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

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

Liberty Mutual Performance Bond \$1,000,000 Policy 404227884 Effective 05/16/2025-05/16/2026

Managed Care Professional QBE Specialty \$3,000,000 Liability Policy 10037601 Effective 4/27/2025-4/27/2026

Crime Policy Third Party Coverage-Chubb Insurance \$1,000,000 Policy 82421870 Effective 4/27/2025-4/27/2026

Comm Cyber Liability Claims Made-QBE Cyber/Tech Coverage- Policy# APT40010721 \$5,000,000 Effective 01/11/2025- 01/11/2026

Scotsdale Cyber excess follow form \$5,000,000 effective 09/12/2025 - 09/12/2026

EXHIBIT 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 25-3802 **Version:** 1 **Name:** 25-3802 New Contract Rising Medical Solutions
Type: Contract **Status:** Approved
File created: 9/11/2025 **In control:** Board of Commissioners
On agenda: 10/23/2025 **Final action:** 10/23/2025
Title: PROPOSED CONTRACT

Department(s): Department of Risk Management

Vendor: Rising Medical Solutions, LLC d/b/a Rising Medical, Chicago, Illinois

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

Good(s) or Service(s): Workers Compensation Administrative Services

Contract Value: \$11,160,000.00 3-year contract with two (2) options for two (2) year renewals, not to exceed value of \$23,377,000.

Contract period: 1/1/2026 - 12/31/2028, with two (2), two (2) year renewal options

Contract Utilization: The Vendor has met the Minority-and Women-Owned Business Enterprise Ordinance Via: Direct Participation.

Potential Fiscal Year Budget Impact: FY 2026 \$3,610,000.00, FY 2027 \$3,720,000.00, FY 2028 \$3,830,000.00

Accounts: 11250.1021.10155.580110.00000.00000

Contract Number(s): 2423-020911

Summary: This contract will allow the Department of Risk Management to receive workers' compensation administrative services. These services support workers' compensation claims management for all County and Forest Preserve claimants and includes medical review and bill repricing, telephonic and nurse case management and related services, A report of activity administered through this contract is provided monthly to the Board of Commissioners on the Finance Committee agenda.

This contract is awarded through a publicly advertised Request for Proposals (RFP) in accordance with Cook County Procurement Code. Rising Medical Solutions, LLC d/b/a Rising Medical was selected based on established evaluation criteria.

Sponsors:

Indexes: DEANNA ZALAS, Director, Department of Risk Management

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|------------|------|------------------------|----------------------------------|--------|
| 10/23/2025 | 1 | Board of Commissioners | approve as amended in the errata | Pass |

EXHIBIT 9

Identification of Subcontractors/Supplier/Subconsultant Form

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|--|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Chronovo added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Ken Paradis, Chief Executive Officer Subconsultant: |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): kparadis@chronovo.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 78 Blanchard Rd, Suite 206 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Burlington, MA 01803 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 781-336-4680 #101 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Structured Settlement Services | \$10,000 |

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

Rising Medical Solutions, LLC


Contractor

Jason Beans

Name

CEO

Title



Prime Contractor Signature

12/17/2024

Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: Custom Case Management, LLC |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Tracey Bilut |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): tbilut@customcasemanagement.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 500 N Randall Rd, Suite 266 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Batavia, IL 60510 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 630-742-2151 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|---|--|
| Nurse Case Management, IME Services, and Fit For Duty Assessments | \$6,042,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|--|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: Dane Street |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Lisa Manka, Director of Account Mgmt |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): lmanka@danestreet.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 7111 Fairway Drive, Suite 201 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Palm Beach Gardens, FL 33418 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 888-920-4440 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

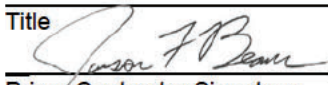
| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Physician Peer Review Services | \$186,500 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Data Dimensions added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Jake Strader, VP of Sales Subconsultant: |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): jstrader@datadimensions.com |
| Company Address 325 N LaSalle St, Suite 600 (Contractor): | Company Address 400 Midland Court (Subcontractor): |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Janesville, WI 53546 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 608-751-7777 |
| Estimated Start and Completion Dates 01/01/26 - 12/31/29 (Contractor): | Estimated Start and Completion Dates 01/01/26 - 12/31/29 (Subcontractor): |

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

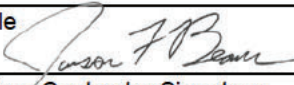
| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| E-billing and Clearinghouse Services | \$124,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: ECHO Health |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Gena M Joerger, Account Executive |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): gjoerger@echohealthinc.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 810 Sharon Drive |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Westlake, OH 44145 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 716-289-3543 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

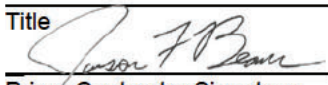
| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Check Writing on Behalf of Cook County Comprehensive | \$372,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: IMA Group |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Crystal Hill, Chief Executive Officer |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): crystal.hill@theimagroup.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 300 N Michigan Ave, Suite 1803 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Chicago, IL 60602 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 740-304-5938 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Psychological Evaluations | \$120,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|--|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: ISG |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Rachel Wey, Chief Client Officer |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): rwey@isgvalue.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 55 Ferncroft Rd, Suite 300 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Danvers, MA 01923 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 917-488-4057 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

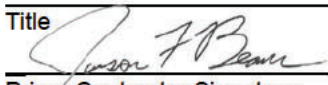
| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Recorded Statements | \$900,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|--|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: Medix |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kara Mullis, Contracts Administrator |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): kmullis@medixteam.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 222 S Riverside Plaza, Suite 2120 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Chicago, IL 60606 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 224-575-2912 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

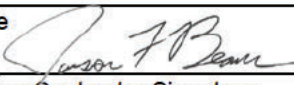
| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Supplemental Clerical Staff | \$590,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|--|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.337M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: MedVoc |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Julie Bose |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): jbose@medvoc.net |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 17 Scrementi Lane |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Streger, IL 60475 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 708-709-0095 f: 708-709-0484 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Vocational Rehabilitation and Placement Services | \$800,000 |

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

Rising Medical Solutions, LLC

Contractor

Jason Beans

Name

CEO

Title



Prime Contractor Signature

12/17/2024

Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|--|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/24 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Matrix Healthcare Svcs, Inc.dba myMatrixx added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Laura Camp, Account Executive Subconsultant: |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): lnixon@mymatrixx.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 3111 W Martin Luther King Jr Blvd, Ste 800 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Tampa, FL 33607 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 469-952-9322 f: 877-804-4900 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Pharmacy Benefit Management Services | \$1,300,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title


Prime Contractor Signature

12/27/24

Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Physician Based Medical Management added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Kathy Solis, Chief Operating Officer Subconsultant: |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): kathy.solis@pbmm-md.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 30768 Auberry Road |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Auberry, CA 93602 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 818-387-6195 f: 800-986-0436 |
| Estimated Start and Completion Dates (Contractor): 01/01/2026 - 12/31/2029 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/2029 |

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


| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Physician Peer Review Services | \$186,500 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|---|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be added or substitute: PhotoFax, Inc. |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Karen DeBoer, Owner/President |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): kdeboer@photofax.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 44W100 US Hwy 20 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Hampshire, IL |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 847-683-3724 f: 800-875-7898 |
| Estimated Start and Completion Dates (Contractor): 01/01/26- 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

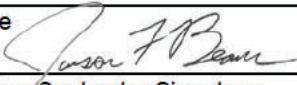
| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|---|--|
| Surveillance Services (manned and unmanned) | \$1,200,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Streamline added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Craig Rollins |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): craig.rollins@streamlineworkcomp.com |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 4651 Salisbury Road, Suite 250 |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Jacksonville, FL 32256 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 401-338-1856 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|---|--|
| Medical Diagnostic and Physical Medicine Services | \$4,300,000 |

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

Rising Medical Solutions, LLC

Contractor

Jason Beans

Name

CEO

Title



Prime Contractor Signature

12/17/2024

Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Transcom Solutions added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Sara Aguila, CEO Subconsultant: |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): sara@transcom-solutions.com |
| Company Address 325 N LaSalle St, Suite 600 (Contractor): | Company Address 1240 Marbella Plaza Drive (Subcontractor): |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Tampa, FL 33619 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 855-744-8323 f: 813-774-4166 |
| Estimated Start and Completion Dates 01/01/26 - 12/31/29 (Contractor): | Estimated Start and Completion Dates 01/01/26 - 12/31/29 (Subcontractor): |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Transportation and Translation Services | \$50,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" type="checkbox"/> | Check Complete |

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

| | |
|--|---|
| Bid/RFP/RFQ No.: 2423-020911 | Date: 12/17/2024 |
| Total Bid or Proposal Amount: \$23.377M core+addl svcs | Contract Title: Workers Comp Administrative Services |
| Contractor: Rising Medical Solutions, LLC | Subcontractor/Supplier/ Subconsultant to be Triage Now added or substitute: |
| Authorized Contact for Contractor: Erik Brandon | Authorized Contact for Subcontractor/Supplier/ Darrin Schenck Subconsultant: |
| Email Address (Contractor): erik.brandon@risingms.com | Email Address (Subcontractor): dschenck@triagenow.net |
| Company Address (Contractor): 325 N LaSalle St, Suite 600 | Company Address (Subcontractor): 325 E Elliott Rd |
| City, State and Zip (Contractor): Chicago, IL 60654 | City, State and Zip (Subcontractor): Chandler, AZ 85225 |
| Telephone and Fax (Contractor): t: 312-224-5953 f: 312-559-8450 | Telephone and Fax (Subcontractor): t: 602-422-9151 f: 602-422-9152 |
| Estimated Start and Completion Dates (Contractor): 01/01/26 - 12/31/29 | Estimated Start and Completion Dates (Subcontractor): 01/01/26 - 12/31/29 |

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

| <u>Description of Services or Supplies</u> | <u>Total Price of Subcontract for Services or Supplies</u> |
|--|--|
| Pre-claim Triage | \$310,000 |

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

Rising Medical Solutions, LLC

Contractor
Jason Beans

Name
CEO

Title  12/17/2024

Prime Contractor Signature Date

EXHIBIT 10

Economic Disclosure Statement

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

| Section | Description | Pages |
|----------------|--|--------------|
| 1 | Instructions for Completion of EDS | EDS i - ii |
| 2 | Certifications | EDS 1- 2 |
| 3 | Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form | EDS 3 – 12 |
| 4 | Cook County Affidavit for Wage Theft Ordinance | EDS 13-14 |
| 5 | Contract and EDS Execution Page | EDS 15 |
| 6 | Cook County Signature Page | EDS 16 |

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 |
|------|---------|
| None | |
| | |
| | |

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

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

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

Yes: No:

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

325 N LaSalle Street, Suite 600, Chicago, IL 60654

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): 17-09-259-022-1039

(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 Rising Medical Solutions, LLC

D/B/A: Rising Medical Solutions FEIN # Only: 30-0752433

Street Address: 325 N. LaSalle St, Ste 600

City: Chicago State: IL Zip Code: 60654

Phone No.: 312-559-8445 Fax Number: 312-559-8450 Email: info@risingms.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 |
|-------------------|---|---|
| Jason Beans | 325 N. LaSalle St, Ste 600, Chicago, IL 60654 | 63.27% |
| Kimberly Moreland | 718 Mountain Rd, Lake Bluff, IL 60044 | 31.47% |
| Minh Pham | 10826 Slater Ave NE, Kirkland, WA 98033 | 5.26% |

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 |
|-----------------------|-------------------|---------------------|
| Not applicable | | |

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 |
|----------------|---------|-----------------------------------|--------------|
| Not applicable | | | |

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 |
|------------------|--|--|-----------------|
| Jason Beans, CEO | 325 N. LaSalle St., Ste 600, Chicago, IL 60654 | | Since 2/28/1999 |

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

Jason Beans

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

Signature

jason.beans@risingms.com

E-mail address

Subscribed to and sworn before me
this 17th day of Dec 2024

Tamara Ann Willis

Notary Public Signature

CEO

Title

12/17/2024

Date

312-559-8445

Phone Number

My commission expires

12-6-26



Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input checked="" type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> 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: Rising Medical Solutions, LLC

Address of Person Doing Business with the County: 325 N LaSalle St, Suite 600, Chciago IL 60654

Phone number of Person Doing Business with the County: 866-274-7464

Email address of Person Doing Business with the County: jason.beans@risingms.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:
Erik Brandon, VP Finance, Administration & Talent, erik.brandon@risingms.com, 312-224-5953

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: 2423-020911

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 23,377,000.00

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: Ed Rendon, Procurement Manager, Office of the Chief Procurement Officer, (312) 603-6824

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: Jacqueline Hrabak, Administrative Coordinator, Dept. of Risk Management, 312-603-6332

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* |
|---|--|--|----------------------------------|
| Kimberly Moreland | Caroline K. Moreland | Judge-State of IL Circuit Court | Sister |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

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

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

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

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

| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

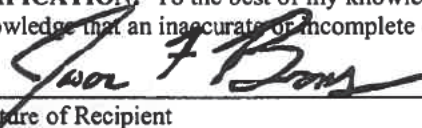
| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

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



12/17/2024

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: 2423-020911

County Using Agency (requesting Procurement): Risk Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Rising Medical Solutions, LLC

Substantial Owner Complete Name: Jason Beams

FEIN# 30-0752433

Date of Birth: [REDACTED]

E-mail address: jason.beams@risingms.com

Street Address: 325 N. LaSalle St, Ste 600

City: Chicago

State: IL

Zip: 60654

Home Phone: [REDACTED]

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 of 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

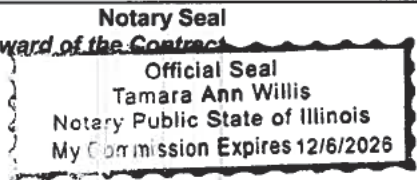
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Jason F Beans Date: 12/17/2024

Name of Person signing (Print): Jason Beans Title: CEO

Subscribed and sworn to before me this 17th day of December, 2024

x Tamara Ann Willis
Notary Public Signature



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

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: 2423-020911

County Using Agency (requesting Procurement): Risk Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Rising Medical Solutions, LLC

Substantial Owner Complete Name: Kimberly Moreland

FEIN# 30-0752433

Date of Birth: [Redacted] E-mail address: kimberly.moreland@risingms.com

Street Address: 325 N LaSalle St, Ste 600

City: Chicago State: IL Zip: 60654

Home Phone: [Redacted]

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: _____

Kimberly Moreland

Date: _____

09/03/2025

Name of Person signing (Print): Kimberly Moreland

Title: Chief Customer Officer

Subscribed and sworn to before me this 4th day of September, 2025

Tamara Ann Willis

Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Rising Medical, LLC

Execution by LLC

LLC Name

Member/Manager Printed Name and Signature

9/16/2025

312-559.8445

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this 10th day of September 2025

Tamara Ann Willis

Notary Public Signature

My commission expires:



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.

