

# PROFESSIONAL SERVICES AGREEMENT

## Workers' Compensation Administrative Services

BETWEEN



COOK COUNTY GOVERNMENT

Department of Risk Management

AND

Rising Medical Solutions, LLC

CONTRACT NO. 1944-17617

(Purchase Order No. 70000128457)

**PROFESSIONAL SERVICES AGREEMENT**

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Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Electronic Payables Program
Exhibit 7	Certification for Consulting or Auditing Services
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	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, doing business as a(an) limited liability corporation of the State of Delaware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 24, 2019, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

**BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Workers' Compensation Administration 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	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Electronic Payables Program
Exhibit 7	Certification for Consulting or Auditing Services
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

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

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant 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 1, Scope of Services.

**iii) Salaries and Wages**

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

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

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

**f) Insurance**

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

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

Contractor shall require all Subcontractors to provide the insurance required in this



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

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

**Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

- (i) All premises and operations;
- (ii) Contractual Liability;
- (iii) Products/Completed Operations;
- (iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Umbrella/Excess Liability**

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

Each Occurrence: \$1,000,000

(d) **Professional Errors and Omissions Liability**

When any professional services are provided, Contractor shall secure Professional Liability insurance covering claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. Subcontractors performing professional services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the Contractor.

(e) **Privacy/Network Security Liability**

Contractor shall secure coverage for claims and losses arising from network security risks related to services or products provided under this agreement such as data breaches, breaches of confidential information, transmission of virus/malicious code, unauthorized access or criminal use of third party information, ID/data theft, and, invasion of privacy regardless of the type of media involved in the loss, breach, transmission, or access. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

This insurance shall remain in force for the life of the Contractor's obligations under this Agreement, including any period that results from a renewal or extension of the agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. Contractor shall determine if Subcontractors shall maintain Network Security Liability insurance and the limits of coverage.

- (a) Coverage must be maintained for a minimum of two (2) years after the completion of services or work provided by the vendor.

**Additional requirements**

- (a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Professional Liability, 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 Contractor'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 it exceeds the minimum insurance requirements specified herein.

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

(c) **Insurance Notices**

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

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

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

(d) **Waiver of Subrogation Endorsements**

All insurance policies, except professional liability, shall 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, 2020 ("**Effective Date**") and continue until December 31, 2022 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 (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the 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 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

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

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include

any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

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

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. 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.

**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.

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

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

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

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



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.

**d) Right to Offset**

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

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

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

**f) Delays**

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

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County

has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

## **ARTICLE 10) GENERAL CONDITIONS**

### **a) Entire Agreement**

#### **i) General**

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

#### **ii) No Collateral Agreements**

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

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

#### **iii) No Omissions**

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

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

**b) Counterparts**

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

**c) Contract Amendments**

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

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

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

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

**d) Governing Law and Jurisdiction**

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

**ARTICLE 11) NOTICES**

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

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

and

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

If to Consultant: Rising Medical Solutions, LLC  
325 N. LaSalle St., Suite 600  
Chicago, IL 60654  
Attention: Michael Wright  
Michael.Wright@RisingMS.com (312) 488-1298

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

**ARTICLE 12) AUTHORITY**

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

**EXHIBIT 1**

**Scope of Services**

**Cook County Government  
&  
Rising Medical Solutions  
Statement of Work  
RFP #1944-17617**

**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 issue payment to provider with County approval 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 thirtieth (30<sup>th</sup>) 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 County, electronically interface with all ancillary service aggregators, PPOs/PPPs 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 between Rising and County.

D. Rising Guarantee: Rising's Direct Pay product, in which negotiators obtain a prompt pay 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 the negotiation, coordination, and payment of services upon approval of County. County shall reimburse Rising in accordance with approved agreements.

E. Electronic Data Interface ("EDI"): Rising shall accept from County and load at an agreed interval County's files containing all claims data ("Claim Files") for the purpose 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 from 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 system 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 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 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. Turn-Around Time: Rising will provide bill images and data for adjuster review within an average 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 (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 effort 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 95% of the time. This calculation is based on original bills only and Rising review time only; it excludes time at County and any potential delays associated with obtaining a Clean Bill from County-direct relationships.

- i. Notwithstanding any other provisions contained in this Agreement, Rising shall utilize reasonable commercial efforts to process all provider bills submitted electronically ("e-bills") within the timeframe required to comply with jurisdictional payment time requirements.
- ii. If additional information from the 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 P.M. 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 systems 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 or not medical treatment requests are subject to CM.

A. Case Management (CM):

- i. Telephonic Case Management: The telephonic case manager makes the 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 condition changes 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 address specific goals agreed upon between the client 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 regime 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 regime, an evaluation of alternatives, and a review of the current and proposed costs, followed by a peer to peer discussion. In the event that 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, identification of unusual provider needs or treatments. It is typically a service used for unique claim needs – evaluation of an 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 a 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 on 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, injured workers, physicians and medical facilities, attorneys and County members), in compliance with jurisdictional statutes and regulations. Scope of services include:
  1. Prospective and concurrent review: processed consistent with state and URAC guidelines in no more 15 days or less
  2. 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 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. 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 Care 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: 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. In the instance 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 makes 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. 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, this narcotics review process may involve a heightened level of treatment review.

- E. 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 lien 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.

- F. 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.
- G. 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.

**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 in order 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:**

- i. Phone metrics:
  - 1. Total Service Factor (TSF) Goal: 80% of all calls are answered in 15 seconds or less
- ii. Electronic metrics:
  - 1. Referral Turnaround Time (TAT) Goal: 90% of all referrals received via electronic mediums are processed / confirmed within 2 business hours
  - 2. County Email TAT Goal: 100% of County Service related inquiries are responded to within 4 business hours
- iii. Scheduling metrics:
  - 1. Scheduling TAT Goal: 75% of referrals scheduled within 4 hours of referral receipt and 85% of referrals scheduled within 1 business day
  - 2. Appointment TAT Goal: 80% of IE appointments are scheduled within 3 business days of referral receipt
  - 3. Attendance Rate (No Show) Goal: 95% of all patients attend their Initial Evaluation as scheduled
  - 4. The Average Distance Goal: 7 miles between PT facility and patient's address (home/work)

- iv. Issue Resolution metrics:
  - 1. TAT Goal: 100% of all issues submitted are responded to within 4 business hours of receipt

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

- G. 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 claims investigation process.
- H. 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.
- I. CMS Section 111 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 decided 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 RRE and provide all relevant communications back to the authorized representative or other designated County contact. This service, if utilized, may be eligible discounts based on the number of RREs Rising will manage.
- J. 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 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.

**K. Transportation Services:** Rising agrees to make available and arrange the following transportation services at the direction of the County for injured workers:

- i. Traditional sedan
- ii. Accessible options (wheelchair, stretcher)
- iii. RRelayRIDE ridesharing service
- iv. Travel coordination
- v. 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 – non-stat requests prior to appointment time	3 days prior	85%

**L. Clerical Administrative Staffing Services:** A dedicated staff member 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 mail 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. Processes invoices from non-Rising vendors.
- iv. Review email box distributes to claim files / adjusters as appropriate.
- v. Distribute paper faxes, scans documents to shared folder and distributes to adjuster/claim file.
- vi. Process checks and explanations of review and prepares them for mailing.
- vii. Assist with walk-in customers.
- viii. Prepare backup for check batch processing.
- ix. Send out medical canvas and social media search requests to investigation team
- x. Send subpoenas
- xi. Scans documents
- xii. Maintain a diary as needed on open tasks.
- xiii. Send out form letters for adjusters.
- xiv. Helps other clerical staff with tasks as may be required.
- xv. Audits files in Risk Management to determine whether they are open or closed.

**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:

- 1.01 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.
- 2.01 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.
- 3.01 Clean Bill: Bill that contains all data needed to re-price it and all necessary information for state reporting.
- 4.01 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 in fee schedule rules or in state or federal laws, which are subject to interpretation, defense or manual calculation may be included in this category.
- 5.01 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.
- 6.01 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.
- 7.01 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.
- 8.01 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.
- 9.01 Medical Bill Analysis/Review (MBA): The reviewing and re-pricing of medical bills by trained analysts and RISING's bill analysis system.
- 10.01 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.
- 11.01 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.
- 12.01 Network/PPO/PPP Rates: The allowance for a service as defined by a PPO/PPP contract with a medical provider.
- 13.01 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.
- 14.01 Out of Network Review: Savings represented on the explanation of review which is the negotiated rate or discount amount off of final bill review audit allowance amount.
- 15.01 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.
- 16.01 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).
- 17.01 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.

- 18.01 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 re-pricing, or other method intended to increase savings
- 19.01 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.
- 20.01 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 would 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.
- 21.01 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.
- 22.01 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.
- 23.01 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.
- 24.01 Professional Service: A medical service rendered by a medical professional, usually represented by a CPT code, in an office or non-facility setting.
- 25.01 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.
- 26.01 Secondary or Wrap Network: Medical provider networks that contractually allow access to their providers, but do not require Primary Network status
- 27.01 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.
- 28.01 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.
- 29.01 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.
- 30.01 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.
- 31.01 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.
- 32.01 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

Schedule of Compensation

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

**Maximum Compensation:** Rising Medical Solutions and Rising Medical Solutions subcontracted partners shall be compensated for the actual number of services performed accordance with the following Service Pricing tables. Total Consultant compensation under this Agreement shall not exceed \$7,950,000.00 without a written amendment in accordance with Section 10 c.

**Estimated Service Fees**

Service Description	Years 1-3
<b><u>Medical Bill Repricing Services</u></b>	
Medical Bill Review Services	\$360,000.00
PPO/PPP	\$450,000.00
Selective medical bill audit for large bills	\$500,000.00
<b><u>Payment Processing and Check Writing</u></b>	
Check writing Services on behalf of Cook County	\$252,000.00
E-billing and clearinghouse services	No additional fee
<b><u>Medical Management Services</u></b>	
Case Management (CM)	\$2,108,000.00
Utilization Review (UR):	\$440,000.00
<b><u>Other Services</u></b>	
Durable Medical Equipment Services (DME)	\$500,000.00
Medical Diagnostic Imaging Services	\$150,000.00
Pharmacy Benefit Management Services (PBM)	\$1,000,000.00
Physical Therapy Services	\$500,000.00
Vocational Rehabilitation Services	\$150,000.00
Independent Medical Evaluation Services	\$630,000.00
Recorded Statement Services	\$150,000.00
Surveillance Services	\$350,000.00
CMS Section 111 Support Services	\$50,000.00
Structured Settlement Services	\$50,000.00
Transportation Services	\$100,000.00
Clerical Administrative Staffing Services	\$210,000.00
<b><u>Account Management</u></b>	
Rising Implementation Services	Included, no additional fee
<b>Total</b>	<b>\$7,950,000.00</b>

## Service Pricing

### Medical Bill Repricing Services

#### Medical Bill Review Services

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Bill Review Incremental/Base Fee Applicable to All Bills Services	\$5.10 per bill	\$5.25 per bill	1) No fee for duplicate bills  2) *Timely Pay Rebate:  Years 1 - 3: \$0.40 reduction per bill  Years 4 - 5: \$0.40 reduction per bill  Timely Pay Rebate Opportunity: Refund equal to 0.5% of savings for Network, Enhanced Bill Review/Professional Review, and Negotiation if invoices are paid within 30 days (17.5% effective rate for all 3 categories)
Fee Schedule and Reasonable & Customary Services	Included, no additional fee		
Network (PPO and/or PPP) Services	18% of incremental savings below FS/UCR *with Timely Pay Rebate available*		
Enhanced Bill Review / Professional Review Services	18% of incremental savings below FS/UCR *with Timely Pay Rebate available*		
Negotiation Services	18% of incremental savings below FS/UCR *with Timely Pay Rebate available*		
If applicable any maximum bill review transaction fees	\$9,500 maximum review fee per bill (includes BR, PPO, Enhanced BR & Negotiations)		

#### Regulatory Reporting

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
State Reporting EDI Services	Included, no additional fee	

#### Index Bureau Services

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Index Bureau Services	Annual Fee: \$1,250 Per Line of Business + Claims Submission Single Line: \$19.50 per claimant		Annual fee is waived if:  1) All claims are automatically run, and/or  2) Cook County already has a direct contract with ISO that Rising can access

**Payment Processing and Check Writing**

**Check writing Services on behalf of Cook County**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Check writing Services on behalf of Cook County	\$3.50 per paid bill (or) \$6,995 all-inclusive fee per month	

**E-billing and clearinghouse services**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
E-billing Services	Included, no additional fee	

**Medical Management Services**

**Case Management (CM)**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Telephonic Case Management (TCM) Services	\$83 per hour	
Field Case Management (FCM) Services	\$83 per hour	
24/7 Nurse Triage Services - (Unbundled Pre-Claim Program)	\$95 per call	
Rising Ultimate Services - (Bundled Post-Claim Program) An Early Intervention Program (including 1 year of clinical / care management)	\$115 per managed MO claim  \$645 per managed LT claim	\$120 per managed MO claim  \$655 per managed LT claim

### Utilization Review (UR)

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Prospective Utilization Review Services	\$90 Per Nurse Review	\$95 per Nurse Review
Peer Review/Physician Advisor Services	\$215 per Peer review	\$225 per Peer review
Comprehensive Pharmacy Review Intended for use with long standing drug use, multiple prescribers and opioid/narcotic usage for a long period of time	See below	See below
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.	\$500 per analysis	\$650 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.	\$1150 per review (\$500 + \$550 for Medication analysis and cost containment review)	\$1,500 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.	\$1800 (If peer to peer is requested \$1150 + \$500+\$150)	\$1,950 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 follows up is recommended for up to six months to confirm agreed upon changes are being implemented. Outcomes are reviewed with the claim's 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 (If nurse follow up through weaning program is followed up	\$1000 per referral
Maximum charge for all 4 Comprehensive Pharmacy Review services: Medication Analysis, Clinical Cost Containment Review (CCCR), Peer Outreach, Nurse Progress Monitoring	\$2700 per referral	\$2950 per referral

**Other Services**

**Durable Medical Equipment Services (DME)**

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Durable Medical Equipment (DME) Services (Illinois)	(1) 85% of applicable State Fee Schedule, if one exists; (2) 80% of U&C* Rates (3) Rising/Partner List Price (4) Medicare Rates		1) Pricing construct for all EDM products, excluding EDM daily rental pricing.  2) *U&C is defined as 100% of the 80th Percentile of the Fair Health Medical Data Research.  3) Rising/Partner may charge for shipping and the client agrees to pay in full such shipping charges. Rates do not include sales tax, and the client agrees to pay applicable sales tax amounts in addition to the rates for products and services Rising coordinates for the client, unless the client provides a tax exemption certificate to Rising in advance. Except for defective merchandise, items authorized by the client that are later denied and/or returned may be subject to a restocking fee. Rising will communicate the restocking fee to client in writing prior to submitting the applicable invoice to client.

**Medical Diagnostic Services**

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Medical Diagnostic Services (Illinois)	CT w/o Contrast - \$395 CT w/Contrast - \$395 CT with & w/o Contrast - \$495 MRI w/o Contrast - \$625 MRI w/Contrast - \$625 MRI w & w/o Contrast - \$850		1) In the event that contract rate is above State Fee Schedule, the pricing will be 100% FS. EMG codes with no established State Fee Schedule will be priced at 80% UCR.
Electromyography (EMG) Services (Illinois)	90% of FS		
Physical Therapy Services (Illinois)	Core Network: 15% off of FS/UCR  Expanded Provider Network: 5% off of FS/UCR		
Preferred Provider Program	Included in Medical Bill Review Services Network (PPO and/or PPP) Services pricing above		

**Pharmacy Benefit Manager Services**

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Pharmacy Benefit Manager Services	Retail Prescriptions: Brand Medications: AWP - 15% + \$3.00 Generic Medications: AWP - 45% + \$3.00  Mail Order Prescriptions: Brand Medications: AWP - 18% + \$1.00 Generic Medications: AWP - 50% + \$1.00		Optional Clinical Services: One Drug Review: \$250 flat fee  Drug Regimen Review: \$150/hour; 3-hour minimum  Pharmacist to Prescriber Consultation: \$250 flat fee

**Physical Therapy Services**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Physical Therapy Services (Illinois)	Core Network: 15% off of FS/UCR Expanded Provider Network: 5% off of FS/UCR	
Preferred Provider Program	Included in Medical Bill Review Services Network (PPO and/or PPP) Services pricing above	

**Vocational Rehabilitation / Placement Services**

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Vocational Rehabilitation/ Placement Services	\$105 per hour		Pricing for additional services will be determined on a case by case basis. Situations where the individual is not receiving direct supervision from a vocational counselor but is involved in group setting activities will be billed at \$45/hr.

**Independent Medical Evaluation Services (Illinois)**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Independent Medical Evaluation Services (Illinois)	Chiropractic - \$650 Internal Medicine - \$1,145 Orthopedic - \$995 Neurologist - \$1,245 PM&R - \$1,145 Psychiatry - \$1,145 Radiology - \$1,145 Others - \$595	

**Recorded Statements**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Recorded Statements	\$75 per hour	

**Surveillance Services**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Surveillance Services	Manned - \$695 per 8-hour day Unmanned - \$535 per 8 day  Set up charge per file - \$55 Deploy/extract charge - \$65 per hour	

**CMS Section 111 Support Services**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
<b>MedicareConnect Reporting</b> The base price for NGHP Section 111 reporting through our industry-leading platform, MedicareConnect, includes a manual account setup or file exchange setup using one of their 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).	\$5,000 one-time set up fee per RRE (assuming Cook County and Forest Preserve District as individual IDs) year one only	
<b>Responsible Reporting Entity (RRE) Account Manager</b> Rising acts as the account manager for the RRE and provide all relevant communications back to the authorized representative or other designated client contact. This service, if selected, is eligible for discounts based on the number of RREs we will manage (annual fee per RRE ID).	\$500 per RRE ID per year (assuming Cook County and Forest Preserve District as individual IDs) + Per Transaction Fee of \$3.00 per each	\$550 per RRE ID per year (assuming Cook County and Forest Preserve District as individual IDs) + Per Transaction Fee of \$3.00 per each
<b>Customized Settlement Solutions Services</b> 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 cost estimate for approval prior to initiating the project (as-needed fee).	\$175 per hour (optional)	\$175 per hour (optional)

**Structured Settlement Services**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
<b>Medical Reserve Forecast (MRF)</b> 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	\$1,500 per forecast
<b>Future Medical Cost Projection (FMCP)</b> 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	\$2,000 per projection



**Transportation**

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
AMBULATORY	Rate per Mile	\$3.41	1) Fuel Surcharge is based upon nationally recognized composite indexes. Fuel surcharge thresholds and percentages are subject to change.
	Load	\$0.00	
	Minimum Mileage Charge (One Way)	\$51.15	
	Wait Fee (Per Hour)	\$35.10	
	Rush Fee	\$0.00	
	No Show/Late Cancellation	\$51.17	
	Holiday Surcharge	\$0.00	
WHEELCHAIR	Rate per Mile	\$5.39	2) Stretcher services will be provided if available. If stretcher services are unavailable, BLS services will be provided and BLS rates will apply.
	Load	\$60.75	
	Minimum Mileage Charge (One Way)	\$80.85	
	Wait Fee (Per Hour)	\$65.70	
	Rush Fee	\$35.26	
	No Show/Late Cancellation	\$80.87	
	Holiday Surcharge	\$0.00	
STRETCHER	Rate per Mile	\$8.55	4) Late Cancellation fees will be charged when we receive a request to cancel services within 2 hours prior to the pick-up time.
	Load	\$247.50	
	Minimum Mileage Charge (One Way)	\$128.25	
	Wait Fee (Per Hour)	\$67.50	
	Rush Fee	\$90.00	
	No Show/Late Cancellation	\$135.00	
	Holiday Surcharge	\$0.00	
BASIC LIFE SUPPORT	Rate per Mile	\$13.94	5) No Show fee will apply when the transportation provider arrives to provide services and the claimant does not appear or refuses service.
	Load	\$450.00	
	Minimum Mileage Charge (One Way)	\$139.40	
	Wait Fee (Per Hour)	\$95.00	
	Rush Fee	\$151.12	
	No Show/Late Cancellation	\$165.38	
	Holiday Surcharge	\$0.00	
ADVANCED LIFE SUPPORT	Rate per Mile	\$14.79	6) Please Note: Transportation services not listed above are provided on a quote basis. Surcharges may apply to rural areas
	Load	\$540.00	
	Minimum Mileage Charge (One Way)	\$147.90	
	Wait Fee (Per Hour)	\$99.00	
	Rush Fee	\$151.12	
	No Show/Late Cancellation	\$184.28	
	Holiday Surcharge	\$0.00	

**Clerical Administrative Staffing Services**

Service Description	Pricing Methodology / Rate		Conditions
	Years 1-3	Years 4-5	
Claims Administration Services (one staff member)	\$45,000 annual salary (including benefits)	\$50,000 annual salary (including benefits)	Total annual compensation (salary and benefits) not to exceed \$70,000

**Account Management**

**Rising Implementation Services**

Service Description	Pricing Methodology / Rate	
	Years 1-3	Years 4-5
Rising Implementation Services	Included, no additional fee	

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

**I. POLICY AND GOALS**

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

<b>Contract Type</b>	<b>Goals</b>	
	<b>MBE</b>	<b>WBE</b>
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](http://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](http://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

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502





OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

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

**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
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JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

October 9, 2019

Mr. Raffi Sarrafian  
Chief Procurement Officer  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1944-17617  
Workers Compensation Claim Administration Services  
Department of Risk Management

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.

Bidder: Rising Medical Solutions LLC  
Contract Amount: \$7,950,000.00  
Contract Goal: 35% MBE/ WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
The Owens Group, Inc.	MBE (6)	Cook County	2.64%
Custom Case Management LLC	WBE (7)	City of Chicago	17.1%
		<b>Total</b>	<b>19.74%</b>

**Partial MBE/WBE Granted:** Due to lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

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

Sincerely,

Edward H. Olivieri  
Contract Compliance Director  
EHO/ae

cc: Michael Schieve, OCPO  
Andrea Flynn, Risk Mgmt.  
Enclosure: Revised MBE/WBE Forms

**MBE/WBE UTILIZATION PLAN - FORM 1**

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

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.**

Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: The Owens Group, Inc.

Address: 19 S. La Salle St., Suite 500, Chicago, IL 60603

E-mail: theowensgroupinc@toginsrisk.com

Contact Person: Teresita Scott Phone: 312-780-1438

Dollar Amount Participation: \$ 70,000 (includes salary and benefits); Claims Assistant */annual salary*

Percent Amount of Participation: .8 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: The Owens Group, Inc.

Certifying Agency: Cook County

Contact Person: Teresita Scott

Certification Expiration Date: 10/22/2019

Address: 19 S. La Salle St.

Ethnicity: African American

City/State: Chicago Zip: 60603

Bid/Proposal/Contract #: 1944-17617

Phone: 312-780-1438 Fax: \_\_\_\_\_

FEIN #: 363664670

Email: tscott@toginsrisk.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)

Claims Assistant

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

Total contract dollar amount (includes Salary and Benefits): \$70,000 / 8% / bi-monthly payments / annual salary

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

Signature (M/WBE)

William H. Owens

Print Name

The Owens Group, Inc.

Firm Name

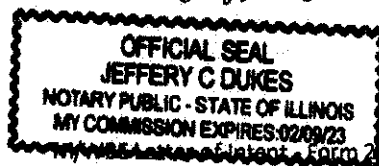
9/30/19

Date

Subscribed and sworn before me

this 30<sup>th</sup> day of SEPTEMBER, 2019.

Notary Public Jeffery C. Dukes



Signature (Prime Bidder/Proposer)

Jason Beans

Print Name

Rising Medical Solutions, LLC

Firm Name

Date

Subscribed and sworn before me

this 2<sup>nd</sup> day of October, 2019.

Notary Public Maria L. Figueroa



SEAL

My Commission Expires: 1/29/14



### Cook County M/WBE Certification Reciprocal Affidavit

Firm Name The Owens Group, Inc.  
 Address 19 S. La Salle St., Suite 500 City Chicago  
 County Cook State IL Zip 60603  
 Phone (312) 780-1438 Email tscott@toginsrisk.com

I WILLIAM H. OWENS III PRESIDENT/CEO  
(Authorized Representative) (Print Title)

of The Owens Group, Inc. do hereby affirm:  
(Name of Firm)

1) The Owens Group, Inc. is a Minority and/or Women Business Enterprise currently  
(Name of Firm)  
 certified by the City of Chicago as:  Black-  Hispanic-  Asian-  Woman-owned business.

2) With respect to The Owens Group, Inc., the personal net worth of the qualifying  
(Name of Firm)  
 (51%) individual(s) does not exceed \$2,318,697.35, 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 The Owens Group, Inc.  
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

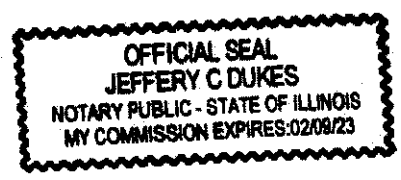
Upon penalty of perjury, I WILLIAM H. OWENS III affirm that, to the best of my knowledge  
(Authorized Representative)  
 and belief, the information herein is true and accurate.

Signature [Signature] Title PRES/CEO Date 10/1/19

Subscribed and sworn to before me this 1<sup>ST</sup> day of OCTOBER 2019  
(Month) (Year)

Jeffery C. Dukes  
(Notary's Signature)

Notary's Seal



My Commission Expires FEB 9, 2023

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.



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

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

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SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

September 24, 2019

Mr. William Owens, President  
The Owens Group, Inc.  
19 S. LaSalle Street  
Suite 500  
Chicago, IL 60603

**Annual Certification Expires: September 24, 2020**

Dear Mr. Owens:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **September 24, 2022**; however, you must re-validate your firm's certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days** prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. 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 **fifteen (15) business 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:

**Insurance: Insurance Brokerage, Risk Management & Consulting,  
Employee Benefits & Third Party Claim Administration**

Your firm's participation on Cook County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE 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 and People with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri  
Contract Compliance Director

EHO/ek

**MBE/WBE UTILIZATION PLAN - FORM 1**

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

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.**

Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: 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: \$ 1,362,500  
Percent Amount of Participation: 17.1 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Custom Case Management, LLC

Certifying Agency: Women's Business Development Center - Midwest / Cook County

Contact Person: Tracey Bilut

Certification Expiration Date: 02-28-2020

Address: 500 N. Randall Road, #266

Ethnicity: Caucasion

City/State: Batavia, IL Zip: 60510

Bid/Proposal/Contract #: 1944-17617

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)

Field Case Management, IME set up, Telephonic Case Management, Vocational Rehabilitation

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
Total contract dollar amount: \$1,362,500 / 17.1% / 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)

[Signature]  
Signature (Prime Bidder/Proposer)

Tracey Bilut  
Print Name

Jason F Bennis  
Print Name

Custom Case Manangement, LLC  
Firm Name

Rising Medical Solutions, LLC  
Firm Name

9/20/2019  
Date

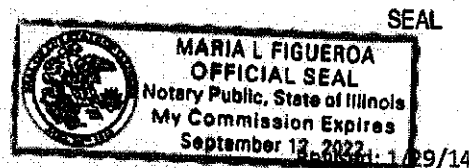
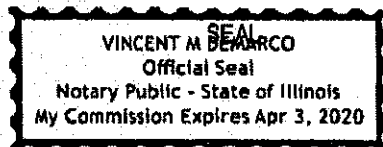
10/1/2019  
Date

Subscribed and sworn before me  
this 20<sup>th</sup> day of SEPTEMBER, 2019.

Subscribed and sworn before me  
this 1 day of October, 2019.

Notary Public [Signature]

Notary Public [Signature]





### Cook County M/WBE Certification Reciprocal Affidavit

Firm Name Custom Case Management, LLC

Address 500 N. Randall Road, #266 City Batavia

County Kane State Illinois Zip 60510

Phone (630) 578-1120 Email tbilut@customcasemanagement.com

I Tracey Bilut CEO

(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 certified by the City of Chicago as:  Black-  Hispanic-  Asian-  Woman-owned business.

(Name of Firm)

2) With respect to Custom Case Management, LLC, the personal net worth of the qualifying (51%) individual(s) does not exceed \$2,318,697.35, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

(Name of Firm)

3) The average annual gross receipts of Custom Case Management, LLC as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

(Name of Firm)

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

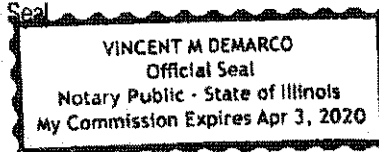
(Authorized Representative)

Signature Tracey Bilut Title CEO Date 9/20/2019

Subscribed and sworn to before me this 20<sup>th</sup> day of SEPTEMBER 2019  
(Month) (Year)

[Signature]  
(Notary's Signature)

Notary's Seal



My Commission Expires 04/03/2020

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.





OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

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

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

September 24, 2019

Mr. William Owens, President  
The Owens Group, Inc.  
19 S. LaSalle Street  
Suite 500  
Chicago, IL 60603

**Annual Certification Expires: September 24, 2020**

Dear Mr. Owens:

**Congratulations on your continued eligibility for Certification as a Minority-owned Business Enterprise (MBE) by Cook County Government. This certification is valid until September 24, 2022; however, you must re-validate your firm's certification annually.**

**As a condition of continued Certification during the five (5) year term, you must file an annual "No Change Affidavit" within sixty (60) business days prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. 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 fifteen (15) business 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.**

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

Sincerely,

Edward H. Olivieri  
Contract Compliance Director

EHO/ek

EXHIBIT 4

Evidence of Insurance

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

<b>PRODUCER</b> Daniel J. Berman (312)621-2334 The Rockwood Company 20 N Wacker Drive, Suite #960 Chicago, IL 60606		<b>CONTACT NAME:</b> Amy C. Homer <b>PHONE (A/C, No, Ext):</b> 312 621-2304 <b>FAX (A/C, No):</b> 312 366-3754 <b>E-MAIL ADDRESS:</b> ahomer@rockwoodco.com	
<b>INSURED</b> Rising Medical Solutions Rising Holdings Inc dba 325 N La Salle Street, Suite 600 Chicago, IL 60654		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Hartford Casualty Insurance Co <b>NAIC #</b> 29424	
		INSURER B : Hartford Fire Insurance Company <b>19682</b>	
		INSURER C : OneBeacon Insurance Co <b>21970</b>	
		INSURER D : Hartford Underwriters Insurance <b>30104</b>	
		INSURER E : Axis Ina Co	
INSURER F :			

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			83SBAIM5059	09/09/2019	09/09/2020	EACH OCCURRENCE \$2,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$4,000,000
										PRODUCTS - COMP/OP AGG \$4,000,000
										\$
D	AUTOMOBILE LIABILITY			83UECRY8863	04/27/2019	04/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$			
							\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	83SBAIM5059	09/09/2019	09/09/2020	EACH OCCURRENCE \$3,000,000			
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$3,000,000			
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECZG6496	12/24/2018	12/24/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$500,000			
							E.L. DISEASE - EA EMPLOYEE \$500,000			
							E.L. DISEASE - POLICY LIMIT \$500,000			
C	Prof Liab			MCR1072919	04/27/2019	04/27/2020	\$2,000,000 Each Claim			
	Claims Made			\$10,000 Ded			\$3,000,000 Aggregate			
f	Cyber Liab			P0010000147701	01/20/2019	01/20/2020	\$5,000,000/\$25000 Ded			


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

SEE NEXT PAGE FOR ADDITIONAL INFORMATION

(See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION**

The Cook County Department of Risk Management	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 

## DESCRIPTIONS (Continued from Page 1)

### COMMERCIAL GENERAL LIABILITY

- the policy includes blanket additional insured coverage, on a primary noncontributory basis when required by written contract
- Included: All Premises and Operations, Contractual Liability to the extent covered by insurance Products/Completed Operations and Severability of interest/separation of insureds clause

### COMMERCIAL AUTOMOBILITY LIABILITY

- the policy includes Hired and Non-Owned Auto and additional insured coverage is included when required by written contract

### PROFSSIONAL LIABILITY

- the retroactive date is prior to the effective date of any future contract
- coverage is on an annual basis and there are no anticipated problems with future renewals

### CYBER LIABILITY

- Additional Insured coverage is included on the policy
- Primary/Noncontributory Coverage OR Waiver of Subrogation can be included (not both)

### CARRIER RATING INFORMATION

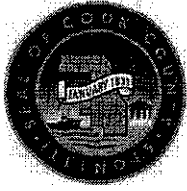
All insurance companies providing coverage shall be licensed/approved/authorized by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide

### CANCELLATION NOTICE

- 30 Day Notice of Cancellation available under the Package and Workers' Compensation Policies

EXHIBIT 5

Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

<b>File #:</b>	19-5867	<b>Version:</b>	1	<b>Name:</b>	Rising Medical Solutions, Chicago, Illinois Proposed Board Item Workers Compensation Administration Services RFP 1944-17617
<b>Type:</b>	Contract	<b>Status:</b>			Approved
<b>File created:</b>	9/26/2019	<b>In control:</b>			Board of Commissioners
<b>On agenda:</b>	10/24/2019	<b>Final action:</b>			10/24/2019
<b>Title:</b>	PROPOSED CONTRACT				

Department(s): Department of Risk Management

Vendor: Rising Medical Solutions, Chicago, Illinois

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

Good(s) or Service(s): Workers' Compensation Administration Services

Contract Value: \$7,950,000.00

Contract period: 1/1/2020 - 12/31/2022 with two (2) one-year renewal options

Potential Fiscal Year Budget Impact: FY 2020 \$2,650,000.00, FY 2021 \$2,650,000.00, FY2022 \$2,650,000.00

Accounts: 11250.1021.580111

Contract Number(s): 1944-17617

**Concurrences:**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation and partial MBEWBE waiver.

The Chief Procurement Officer concurs.

**Summary:** The Department of Risk Management of the Bureau of Finance respectfully submits this item requesting authorization for the Chief Procurement Officer to enter into and execute contract 1944-17617 with Rising Medical Solutions (Rising). This contract with Rising is intended to provide Workers' Compensation Administration Services. Depending on the nature and complexity of a given claim, Workers Compensation Adjusters and the Office of the State Attorney require access to a variety of services. Within this contract Rising will make available services including Medical Bill Review/Repricing Services, Utilization Review, Case Management Services, Independent Medical Examinations, Recorded Statements and Surveillance, Durable Medical Equipment, Pharmacy Benefit Manager and Vocational Rehabilitation Placement Service.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. Rising Medical Solutions 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
10/24/2019	1	Board of Commissioners	approve	Pass

**PROPOSED CONTRACT**

**Department(s):** Department of Risk Management

**Vendor:** Rising Medical Solutions, Chicago, Illinois

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

**Good(s) or Service(s):** Workers' Compensation Administration Services

**Contract Value:** \$7,950,000.00

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**Accounts:** 11250.1021.580111

**Contract Number(s):** 1944-17617

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**Summary:** The Department of Risk Management of the Bureau of Finance respectfully submits this item requesting authorization for the Chief Procurement Officer to enter into and execute contract 1944-17617 with Rising Medical Solutions (Rising). This contract with Rising is intended to provide Workers' Compensation Administration Services. Depending on the nature and complexity of a given claim, Workers Compensation Adjusters and the Office of the State Attorney require access to a variety of services. Within this contract Rising will make available services including Medical Bill Review/Repricing Services, Utilization Review, Case Management Services, Independent Medical Examinations, Recorded Statements and Surveillance, Durable Medical Equipment, Pharmacy Benefit Manager and Vocational Rehabilitation Placement Service.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. Rising Medical Solutions was selected based on established evaluation criteria.

Contract No. 1944-17617

**EXHIBIT 6**  
**Electronic Payables Program**



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

**FOR INFORMATION PURPOSES ONLY**

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

**DESCRIPTION**

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

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

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

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Contract No. 1944-17617

**EXHIBIT 7**  
**Certification for Consulting or Auditing Services**

**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 North LaSalle St, Suite 600, Chicago, IL 60654          

TELEPHONE:           312-559-8445          

CONTACT NAME:           Anne Kirby, Chief Operating Officer          

CONTACT EMAIL:           anne.kirby@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.

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**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: 1944-17617 Cook County Workers' Compensation Administrative Services
- 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 and Workers' Compensation
- 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.
- 
- 

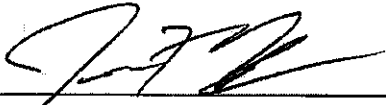
**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

- 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.



\_\_\_\_\_  
Signature

Jason Beans  
\_\_\_\_\_

Name (Type or Print)

\_\_\_\_\_  
Chief Executive Officer

Date

October 2, 2019

Contract No. 1944-17617

**EXHIBIT 8**

**Identification of Subcontractor/Supplier/Subconsultant Form**

Contract #:

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

<b>OCPO ONLY:</b>	
<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.: 1944-17617	Date: 9/30/2019
Total Bid or Proposal Amount: \$75,000	Contract Title: Workers Compensation Claims Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Vocamotive
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Joe Belmonte
Email Address (Contractor): michael.wright@risingms.com	Email Address (Subcontractor): service@vocamotive.com
Company Address (Contractor): 325 N. LaSalle St., Suite 600	Company Address (Subcontractor): 1919 S. Highland Ave. D200/D255
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): Downers Grove, IL 60148
Telephone and Fax (Contractor): Tel: 630-803-8941 Fax: 312-559-8450	Telephone and Fax (Subcontractor): Tel: 630-581-2138
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2023	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2023

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	\$75,000

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

9/30/2019

Date



Contract #:

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input 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.: 1944-17617	Date: 9/30/2019
Total Bid or Proposal Amount: \$750,000	Contract Title: Workers Compensation Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Once Call Care Management, Inc.
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Brent Haines
Email Address (Contractor): michael.wright@risingms.com	Email Address (Subcontractor): Brent.Haines@onecallcm.com
Company Address (Contractor): 325 N. LaSalle St., Suite 600	Company Address (Subcontractor): 841 Prudential Dr., Suite 204
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): Jacksonville, FL 32207
Telephone and Fax (Contractor): Tel: 630-803-8941 Fax: 312-559-8450	Telephone and Fax (Subcontractor): TEL: 866-697-2680
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2022	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2022

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>
Durable Medical Equipment (DME) Services	\$150,000

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

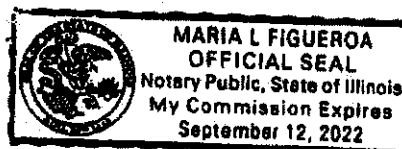
CEO

Title

Prime Contractor Signature

9/30/2019

Date



Version 1.0



Contract #:

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

<b>OCPO ONLY:</b>	
<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.: 1944-17617	Date: 9/30/2019
Total Bid or Proposal Amount: \$15,800,000	Contract Title: Workers Compensation Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: MedRisk
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Katie Parker
Email Address (Contractor): michael.wright@risingms.com	Email Address (Subcontractor): kparker@medrisknet.com
Company Address (Contractor): 325 N. LaSalle St., Suite 600	Company Address (Subcontractor): 2701 Renaissance Blvd., Suite 200
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): King of Prussia, PA 19406
Telephone and Fax (Contractor): Tel: 630-803-8941 Fax: 312-659-8450	Telephone and Fax (Subcontractor): Tel: 800-225-9675 Fax: 877-724-7181
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2022	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2022

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Physical Therapy Services	\$316,000

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

9/30/2019

Date



Contract #:

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input 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.: 1944-17617	Date: 9/30/2019
Total Bid or Proposal Amount: \$50,000	Contract Title: Workers Compensation Claims Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Chronovo
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kenneth Paradis
Email Address (Contractor): michael.wright@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): Tel: 630-803-8941 Fax: 312-559-8450	Telephone and Fax (Subcontractor): Tel: 844-600-6686
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2023	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2023

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 Support 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

Prime Contractor Signature

9/30/2019

Date



*Maria L. Figueroa*

Contract #:

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input 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.: 1944-17617	Date: 9/30/2019
Total Bid or Proposal Amount: \$100,000	Contract Title: Workers Compensation Claims Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: ISG
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Paul King
Email Address (Contractor): michael.wright@risingms.com	Email Address (Subcontractor): pking@isgvalue.com
Company Address (Contractor): 325 N. LaSalle St., Suite 600	Company Address (Subcontractor): 55 Ferncroft Rd.
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): Danvers, MA 01923
Telephone and Fax (Contractor): Tel: 630-803-8941 Fax: 312-559-8450	Telephone and Fax (Subcontractor): Tel: 800-278-0550
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2023	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2023

**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 Statement Services	\$100,000

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

9/30/2019

Date



*Maria L. Figueroa*

Contract #:

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input 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.: 1944-17617	Date: 9/30/19
Total Bid or Proposal Amount: \$70,000	Contract Title: Workers Compensation Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: The Owens Group, Inc.
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Teresita Scott
Email Address (Contractor): michael.wright@risingms.com	Email Address (Subcontractor): tscott@loginsrisk.com
Company Address (Contractor): 325 N. LaSalle St., Suite 600	Company Address (Subcontractor): 19 S. LaSalle St., Suite 500
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): Chicago, IL
Telephone and Fax (Contractor): Tel: 630-603-8941 Fax: 312-559-8450	Telephone and Fax (Subcontractor): 312-780-1438
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2022	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2022

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Workers Compensation Claims Administration	\$70,000 annually

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

9/30/19

Date



*Maria L. Figueroa*

Contract #:

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

<b>OCPO ONLY:</b>	
<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.: 1944-17617	Date: 10/3/2019
Total Bid or Proposal Amount: \$ 25,000	Contract Title: Workers Compensation Administrative Services
Contractor: Rising Medical Solutions, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Once Call Care Management, Inc.
Authorized Contact for Contractor: Michael Wright	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Brent Haines
Email Address (Contractor): michael.wright@risingms.com	Email Address (Subcontractor): Brent.Haines@onecallcm.com
Company Address (Contractor): 325 N. LaSalle St., Suite 600	Company Address (Subcontractor): 841 Prudential Dr., Suite 204
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): Jacksonville, FL 32207
Telephone and Tel: 630-803-8941 Fax (Contractor): Fax: 312-559-8450	Telephone and Fax (Subcontractor): TEL: 866-697-2680
Estimated Start and Completion Dates (Contractor): 1/1/2020 - 12/31/2022	Estimated Start and Completion Dates (Subcontractor): 1/1/2020 - 12/31/2022

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Transportation Services	\$ 25,000

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

10/3/2019

Date

Contract No. 1944-17617

**EXHIBIT 9**  
**Economic Disclosure Statement**

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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](http://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](http://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](http://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 North LaSalle St., Ste. 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): 20-5487732

\_\_\_\_\_  
\_\_\_\_\_  
**(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, LLC FEIN # Only: 30-0752433

Street Address: 325 North 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	400 North LaSalle St, Unit #1109, 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	400 N LaSalle St, Chicago, IL 60654	CEO	since 2/28/99
Kimberly Moreland	718 Mountain Rd, Lake Bluff, IL 60044	EVP of Client Relations	since 2/28/99
Minh Pham	10826 Slater Ave NE, Kirkland, WA 98033	Principal	since 1/14/02

**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

Thomas Galvan

Chief Financial Officer

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

Title

*Thomas G. Galvan*

3/29/19

Signature

Date

thomas.galvan@risingms.com

312-224-5914

E-mail address

Phone Number

Subscribed to and sworn before me  
this 29<sup>th</sup> day of March 2019

My commission expires:

x *Maria L. Figueroa*  
Notary Public Signature

*September 12, 2022*  
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 checked="" 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: Kimberly Moreland

Address of Person Doing Business with the County: 718 Mountain Rd, Lake Bluff, IL 60044

Phone number of Person Doing Business with the County: (312) 933-1643

Email address of Person Doing Business with the County: kimberly.moreland@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:

Thomas Galvan, Chief Financial Officer, thomas.galvan@risingms.com, 312.224.5914

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1944-17617

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 7M (core RFP services for 3 yrs)

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: not applicable

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: not applicable

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

*Check the box that applies and provide related information where needed*

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

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

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

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

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

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

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Kimberly Moreland	Caroline K. Moreland	Judge - State of IL Circuit Court Cook County	Sister
_____	_____	_____	_____

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*
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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*
--	--	--	----------------------------------

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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*
--	--	--	----------------------------------

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*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.

*Thomas G. Gal*

3/29/19

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: 1944-17617  
 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 Beans  
 FEIN# 30-0752433  
 Date of Birth: \_\_\_\_\_ E-mail address: jason.beans@risingms.com  
 Street Address: 400 North LaSalle Dr, Unit # 1109  
 City: Chicago State: IL Zip: 60654  
 Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

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

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

**IV. Request for Waiver or Reduction**

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

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

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

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

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

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

**V. Affirmation**

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

Signature: Thomas G. Galvan Date: 3/29/19

Name of Person signing (Print): Thomas Galvan Title: Chief Financial Officer

Subscribed and sworn to before me this 29<sup>th</sup> day of March, 20 19

x Maria L. Figueroa  
Notary Public Signature

Notary Seal

**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: 1944-17617

County Using Agency (requesting Procurement): Risk Management

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): \_\_\_\_\_

Substantial Owner Complete Name: Kimberly R. Moreland

FEIN# 345-74-8723

Date of Birth \_\_\_\_\_ E-mail address: kim.moreland@risingms.com

Street Address: 718 Mountain Road

City: Lake Bluff State: IL Zip: 60044

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

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

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

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

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

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

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

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

CONTRACT #:

**IV. Request for Waiver or Reduction**

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

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

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


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

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

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

**V. Affirmation**

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

Signature:  Date: 09/11/2019

Name of Person signing (Print): Kimberly R. Moreland Title: CCO

Subscribed and sworn to before me this 11<sup>th</sup> day of September, 2019

X   
Notary Public Signature

Notary Seal

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: 1944-17617

County Using Agency (requesting Procurement): Risk Management

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): \_\_\_\_\_

Substantial Owner Complete Name: Jason F. Beans

FEIN# 224-39-5180

Date of Bir \_\_\_\_\_ E-mail address: Jason.Beans@risingms.com

Street Address: 400 North LaSalle Drive Unit # 1109

City: Chicago State: IL Zip: 60654

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

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

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

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

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

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

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

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

CONTRACT #:

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: [Signature] Date: 09/11/2019

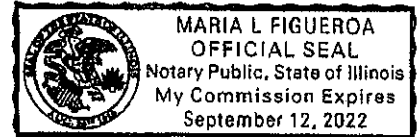
Name of Person signing (Print): Jason F. Beans Title: CEO

Subscribed and sworn to before me this 11<sup>th</sup> day of September, 20 19

x [Signature]  
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

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

**Execution by Corporation**

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

**Execution by LLC**

<b>Rising Medical Solutions</b>	<i>Thomas G. Galvan Thomas G Galvan</i>
_____ LLC Name	_____ *Member/Manager Printed Name and Signature
<b>3/29/19</b>	<b>312-224-5914 / thomas.galvan@risingms.com</b>
_____ 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

29th day of March, 2019.

My commission expires: September 12, 2022

*Maria L Figueroa*  
\_\_\_\_\_  
Notary Public Signature

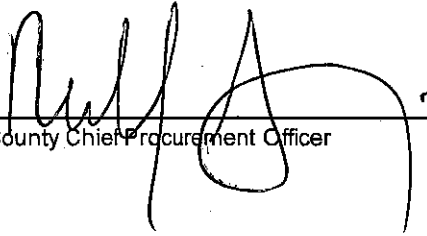
\_\_\_\_\_  
Notary Seal

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



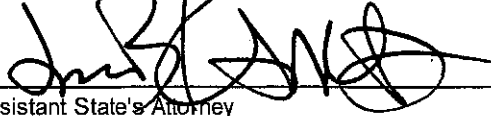
SECTION 6  
COOK COUNTY SIGNATURE PAGE

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

  
\_\_\_\_\_  
Cook County Chief Procurement Officer

10.31.19  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

October 22, 2019  
\_\_\_\_\_  
Date

CONTRACT TERM & AMOUNT

1944-17617

Contract #

January 1, 2020 through December 31, 2022

Two (2) additional one-year renewal periods

Original Contract Term

Renewal Options (If Applicable)

\$7,950,000.00

Contract Amount

October 24, 2019

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 24 2019

COM \_\_\_\_\_