PROFESSIONAL SERVICES AGREEMENT

OFFICE -WIDE WORKLOAD STUDY AND ASSESSMENT TOOL

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY OFFICE OF THE PUBLIC DEFENDER

AND

RAND CORPORATION

CONTRACT NO. 2406-04291
PURCHASE ORDER NO. 70000384322

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Rand Corporation doing business as a Corporation of the State of California hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on November 20, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5", County and Consultant are hereby referred to collectively as "parties" and individuals.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Office Wide Workload Study Assessment and Tool

Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Certification of Consulting or Auditing Services
Exhbit 8	Economic Disclosure Statements

d) Order of Precedence

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

Exhibit1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Certification of Consulting or Auditing Services
Exhibit 8	Economic Disclosure Statements

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 161 N. Clark St., Room 2300 Chicago, IL 60601, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the 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 in any manner by reason of acts or omissions by the Consultant, 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

For purposes of this Section 3.h, “Confidential Information” includes: (a) information that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure; (b) personally identifiable information of private individuals; (c) knowledge or information that is not publicly available or readily available to or known to the general public; and (d) all information of which the unauthorized disclosure could be detrimental to the interests of the County, whether or not such information is identified as County's Confidential Information.

i) Non-disclosure of Confidential Information.

Except as set forth in Section 3.h(ii) below, Consultant agrees to not disclose to any third party (other than Consultant’s attorneys, public accountants, other consultants or advisors who are informed of this confidentiality provision and agree to abide by its terms) any part of County’s confidential, proprietary, or private information that is identified as Confidential Information by County, and shall take reasonable steps to prevent disclosure of County’s Confidential Information.

Consultant shall comply with all applicable federal, Illinois, and County public information disclosure laws, including the Illinois Freedom of Information Act, 5 ILCS 140.

ii) Authorized Use.

Consultant shall use County’s Confidential Information only for the purposes authorized under this Agreement. County grants Consultant a limited, nonexclusive, non-transferrable, non-sublicensable license to use County’s Confidential Information for the Services and in the aggregate to generate reports, studies, and publications with the information and data obtained from the Services.

For purposes of this Section 3.h(ii), “aggregate” refers to Consultant’s process of converting and then expressing Confidential Information in summary form only, where Confidential Information is sufficiently combined so that certain identifiable data fields can no longer be identified, either alone or in combination with other information. Consultant shall own all rights, title, and interest in the Work Product that is created, prepared, produced, authored, edited, amended, conceived or reduced to practice by Consultant in the performance of the Agreement, as well as all concepts, inventions, ideas, patent rights, data, trademarks, and copyrights which are related to, arise out of, or developed in connection with Consultant’s Work. Consultant will acknowledge County in all publications resulting from the Services. Notwithstanding the foregoing, Consultant may list County as a client publicly in advertising or non-advertising materials, such as Consultant’s annual report and other disclosures.

Consultant shall not publish or provide to any third-party any reports, studies, publications generated from the data and information obtained from the Services without providing a copy of any intended publication to the County for review and comment.

The County will have three (3) weeks from the date of receipt of the draft publication to review for confidential information and to provide a single set of written comments to the Consultant concerning factual errors. Consultant will have the right to publish four (4) weeks after providing the intended publication to the County, whether or not the County has provided any comments.

iii Exclusions.

Confidential information does not include any information Consultant can reasonably demonstrate:

(1) is already known to Consultant without prior restriction on the information's use or disclosure;

(2) is in the public domain or becomes publicly known through no wrongful act of Consultant;

(3) is disclosed to Consultant by a third party who is not under any obligation of confidentiality; or

(4) is independently developed by employees of Consultant who had no access to the confidential information received under this Agreement;

(5) is specifically identified in the Illinois Freedom of Information Act, 5 ILCS 140, as information that may be released and is not exempt from disclosure.

iv Legally Compelled Disclosure.

Consultant shall comply with the applicable privacy laws and regulations affecting the County. In the event Consultant is required by law or regulatory authority, or otherwise becomes legally compelled (by oral questions, interrogatories, requests for information of documents, subpoena, criminal or civil investigative demand, or similar process) to disclose any confidential information, Consultant shall provide County with prompt written notice.

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 sedcure 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 December 1, 2025 (Effective Date) and continue until November 30, 2026 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

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 one additional one year period 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; and a detailed description of the work performed 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 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.

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

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

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 $200,000. 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 $200,000, then Board approval will be required.

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

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

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

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

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

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

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

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

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

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

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

5. Records and Audits

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

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

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including2406-04291 without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

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

6. Environmental Requirements

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

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

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

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of

Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

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

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

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

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

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

9. Allowable Costs

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

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

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

11. Contract Work Hours and Safety Standards Act

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

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

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

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

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

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

13. Visual Rights Act Waiver

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

Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

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

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

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

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

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

If to the County: Law Offices of the Cook County Public Defender
69 West Washington Street, Suite 3000
Chicago, Illinois 60602
Attention: Savannah Felix,
Deputy Chief of Staff

and

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

If to Consultant: The Rand Corporation
1776 Main Street
PO Box 2135
Santa Monica, California
90407-2133
Attention: Emily Palumbo,
Director of Contracts and Grant Services ___

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Statement of Work

Proposed Plan of Action, Implementation and Solution

Introduction

We propose to assist the Law Office of the Cook County Public Defender (OPD) in developing a functional set of *workload standards* for OPD's attorneys who provide legal counsel to individuals qualifying for such services at low or no cost under Illinois law. Our approach is designed to produce metrics that can help manage the workload of defense counsel so that they have a realistic opportunity to deliver reasonably effective representation as required by prevailing ethical rules and professional practice guidelines. It is also designed to provide helpful tools to OPD management for estimating personnel and budget requirements. And importantly, our approach is intended to ensure that such standards are *persuasive* to policymakers and make *sense* to stakeholders. It is obviously true that for workload standards to have a meaningful impact on the rights of those for whom counsel is appointed on their behalf, the standards need to be translated into actual policy and supported by adequate funding. But for that to occur, these standards must first be seen as unbiased, grounded in reality, and empirically based. RAND is uniquely qualified to make that happen.

Key Concepts Used in this Proposal

It may be unusual to have a lengthy definitions section right at the beginning of a proposal, but the development of workload standards requires a high degree of language consistency so that all stakeholders operate under the same assumptions throughout the process as well as when utilizing the standards for budgeting and personnel decisions.

We use the term *public defense* to refer to the provision of appointed counsel by the state of Illinois in accordance with Article I, Section 8 of the Illinois Constitution, 725 Illinois Compiled Statutes 5/113-3, the Illinois Juvenile Court Act of 1987, and other relevant authorities (the term is often used synonymously with *indigent defense*, though in some circumstances counsel may be appointed without regard to someone's financial status). The attorneys who act as counsel for such services are described herein as *defenders* and those receiving appointed counsel are referred to as *clients*. We reserve the term *public defender* for an attorney who works on a salaried basis for a government agency or nonprofit law firm that exclusively focuses on public defense appointments (the attorneys at OPD are obviously public defenders).

We use *case* in reference to a distinct client matter being addressed by OPD personnel in some way, mindful of the fact that there may be no connection between that client matter and any "case" being heard in a court of law. Non-attorney personnel at OPD who directly provide case- or client-specific services such as investigators, mitigation specialists, paralegals, mental health professionals, administrative assistants, and others are collectively referred to herein as *core staff*.

We define *case type* as the classification of a case in the manner most commonly used by OPD staff or by the Office's case management system, one that typically focuses on aspects of the case that might have the greatest potential consequences for a client. For example, an adult felony prosecution involving a single allegation of a violation of 720 ILCS 5/10-2 might be said have a case type of "aggravated kidnapping." A case that also has a charge of 720 ILCS 5/10-2 as well as one for 720 ILCS 5/9-1 might be referred to as having a case type of "first degree

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murder” given that violations of 720 ILCS 5/9-1 could result in a minimum sentence of 20 years, while aggravated kidnappings have a smaller minimum six year sentence. Case types can also be based on the procedural aspects of a representation. For example, an administrative appeal of previously determined Illinois Department of Children and Family Services indicated findings of abuse or neglect might be referred to as an “expungement” case type.

We use the term *client representation areas* when referring to broad categories of representations provided by OPD attorneys and initially described in Section 2.2.2 of OPD’s Request for Proposal No. 2406-04291 (the *RFP*) as “case types to be considered” in the development of any workload standards. The nine client representation areas mentioned in the RFP consist of the following:

1) Adult felonies and misdemeanors
2) Juvenile
3) Family defense
4) Civil
5) Post-conviction
6) Arrest response
7) Appeals
8) Immigration
9) Pre-trial felony cases

Based on what we learned during the April 4, 2025 Pre-Proposal Meeting involving OPD and prospective bidders and our independent research, we believe that three of these RFP client representation areas need some focused discussion at the outset:

a) Our understanding is that “Family Defense” and “Civil” involve representations that are often collectively referred to as parental defense (presumably proceedings involving questions of child neglect, abuse, or dependency that may result in termination of parental rights or have other consequences). A key distinction between these two client representation areas described in the RFP seems to be whether the legal services to the client are provided by the primary unit within OPD tasked with these cases or if a separate conflicts unit also within OPD is representing additional clients as a result of ethical considerations. We believe that for the purpose of developing workload standards, the work performed by either unit <u>generally</u> involves similar average expenditures of attorney time and involves the same concerns about resources and external challenges. Accordingly, we recommend that these two RFP categories be considered as a single client representation area and <u>for the purpose of this proposal only</u> the combined area will be referred to as “Family Defense”.
b) “Arrest response” appears to involve OPD attorneys staffing a hotline primarily for fielding calls from newly arrested individuals making their “one phone call” from jail or from families making inquires about an arrestee’s status. In some instances the attorney may visit the jail or other location to discuss the matter in person. As long as those calls and visits are tracked in terms of volume and as long as there is a reasonable way to estimate total attorney hours that are spent annually on arrest response duties, workload standards for this category could be developed through a far less complex process than what we propose for other client representation areas. As such, we have removed this category from the client representation area list in the general proposal discussion. If OPD would prefer to address this category within the

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development process in a manner similar to what is proposed for appeals or adult felonies and misdemeanors, for example, there would be no barrier against doing so.

c) "Pre-trial felony" was described to us as OPD's response to the elimination of cash bail in Illinois and the resultant reliance on adversarial detention hearings as well as first appearances that primarily address whether the defendant is likely to flee, presents a specific, real, and present threat to others, or meet other tests. Because these hearings are said to require substantially more attorney time than appearances in the former "Bond Court", a separate division within OPD is tasked with the defense of newly prosecuted defendants at this stage of the proceedings. It is our understanding that the OPD attorneys in these hearings do not normally follow the client in later aspects of the prosecution. It is also our understanding that there are separate OPD internal case numbers for the same client to distinguish between providing counsel at these gateway court appearances versus providing counsel for subsequent aspects of the defense. In order to reduce the possibility of confusion between these temporary representations and what might be thought of as traditional pre-trial aspects of felony representations, for the purpose of this proposal only this client representation area will be referred to as "Initial appearances". Obviously OPD would be the ultimate arbiter of what terms will be used for different client representation areas.

As such, the modified set of seven client representation areas discussed in this proposal is as follows:

1) Adult felonies and misdemeanors
2) Juvenile
3) Family defense
4) Post-conviction
5) Appeals
6) Immigration
7) Initial appearances

The terms *caseload* and *workload* are often used interchangeably in public defense, but in this proposal, caseloads are simply descriptions of case counts and types (e.g., six Class 1 residential burglary cases, 200 new felony appointments annually, an average of 75 active case assignments per attorney in an office) while workloads represent estimated effort (often described in terms of personnel time), either previously expended, currently being performed, or likely to be needed to complete specific activities, duties, or functions.

The types of workload standards contemplated by the RFP for the purpose of resource and staffing decisions are typically based on a system of *case weights*. In the context of defender need, such weights express attorney workload in terms of the average amount of time believed to be required to represent clients in certain types of cases, such as a Class 3 felony assault prosecution or the post-conviction filing of a motion to set aside the original judgment. In the most typical approach used in public defense case weight calculations, the averages are based on all cases regardless of disposition or what took place in the case during its pendency, including, for example, those cases that went to trial, those in which a plea was entered, and those that were dismissed. For example, the case weight for Class 3 felony assault cases might be estimated to be 30 hours, which would be the sum of all defender time likely to be needed for all class 3 felony assault appointments accepted over a single year divided by the number of those appointments. Also assume that the case weight for prosecutions involving Class B

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misdemeanor vandalism is 10 hours. Armed with such information, a public defense system could assume that it would need a total of 24,000 hours of attorney availability to address expected workload if it believes that the office will be appointed to 500 Class 3 felony assaults (500 cases × 30 hour weight = 15,000 expected hours) and 900 Class B misdemeanor vandalism defenses (900 cases × 10 hour weight = 9,000 expected hours).

Case weights can be easily translated into *caseload standards*, which specify the maximum number of appointments recommended for a single type of case over a period of time, usually a 12-month span. The use of caseload standards is based on the premise that new cases beyond that maximum are likely to impede the delivery of representations that meet current professional and ethical guidance. A very simplistic example of how a caseload standard might be calculated assumes that defenders in a jurisdiction are able to devote 40 hours per week to case-related work for 52 weeks each year (2,080 total hours annually). Using our example weight for Class B misdemeanor vandalism cases, there would be a presumption that defenders who only represent clients facing such charges should be limited to 208 new appointments each year (2,080 annual hours ÷ 10 hour case weight) absent information to the contrary. As is true for all workload standards, attorneys with particularly challenging cases and clients or attorneys with relatively modest levels of experience could be shouldering excessive workloads despite having caseload counts that are far under a recommended annual ceiling, while it is possible that a seasoned attorney who has a caseload consisting of relatively straightforward matters could exceed the annual standard but still be able to faithfully adhere to all prevailing professional norms in each case.

And finally it should be noted that workload standards are typically associated with groupings of case types that share similarities in terms of subject matter and likely workload requirements. Chapter 720 of the Illinois Compiled Statutes lists hundreds of criminal offenses and estimating likely defender time requirements for each of them individually would be impractical. Typically standards development efforts focus on a much smaller number of groupings, usually less than 20, for any client representation area. For example, adult felony and misdemeanor representations might divided up into groups such as sex crimes that require offender registration, misdemeanor DUIs, felony DUIs, probation violations, homicides, Class X felonies not described elsewhere, other misdemeanors with a maximum sentence of less than one year, etc. We refer to these groupings within a client representation area as the *study case categories*.

Rationale for Our Proposed Approach

The RFP sets forth a very specific approach to the development of workload standards for OPD. First, it asks for analyses of case management system (CMS) data for both current and historical cases and of OPD personnel data to provide a comprehensive quantitative view of OPD operations, resources, and caseloads. Second, it describes in detail a Delphi expert elicitation process that would be used facilitate consensus among a group of lawyers with "expertise in criminal defense in Illinois trial-level courts" to estimate "average work hours needed" to represent clients within various "segmented case categories."

We absolutely agree that CMS and personnel data analyses are critically important to this work. And we absolutely agree that the use of a Delphi process as the final step in the estimation of necessary work hours per case category is appropriate and essential to workload standards development. But we also believe that an essentially standalone Delphi process, even one informed by analyses of OPD transactional data, raises methodological questions. The most

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important component of a Delphi is the inclusion of panel members who have the experience, knowledge, and insight to make informed decisions. The process contemplated in the RFP for identifying and recruiting potential panel members is a robust and defensible one, and we have zero concerns in that regard. That said, the decisions our experts will make will need to be based upon not only on their own experiences, but also upon up-to-date, comprehensive information about current time expenditures and the challenges that OPD attorneys now face when attempting to zealously represent their clients. Delphi works best when as much relevant information as possible is provided to panel members for their contemplation and reflection. The RFP acknowledges the importance of this, for example, when asking bidders to “provide participants with relevant background materials related to criminal defense and professional standards” and “present data regarding existing public defense workload studies.” Such “external” information (such as professional standards materials and results from other jurisdictions) are very helpful and necessary for a well-considered result, but we strongly believe that the more the experts know about the current state of defender time expenditures in Cook County, the workload demands upon those defenders, and what line attorneys who are actually in court every day representing OPD clients are concerned about, the better.

Delphis are powerful tools. By seeking the consensus of top line experts within a subject matter area, they help shed light on questions that cannot realistically be answered through traditional data collection techniques. It is for this reason that they are used for forecasting future events and trends or estimating what cannot be known through available sources, such as how far along a country is in its highly secret weapons development programs. But Delphi was never intended to work in a vacuum. Experts absolutely need to be provided with critical information relevant to the specific problem they are addressing. To the extent that such information does not currently exist, then it needs to be collected if at all possible. Our proposed work plan will do exactly that.

While we provide a more detailed description of our approach in the sections that follow, we want to highlight here aspects of plan that are *in addition* to the RFP’s model for workload development:

1. An initial analysis of information about actual defender time expenditures for case categories within the client representation areas, collected from a ***self-reported attorney time study*** of limited duration. The results of this analysis will be used to create a set of baseline weights that only reflect the existing legal environment and current activities.
2. An ***interview campaign*** utilizing semi-structured discussions with selected OPD line attorneys and supervisors across Cook County to learn first hand about workload challenges and their impact on representations, support resource availability, areas where the availability of time (or lack thereof) plays a role in case decisionmaking and client relationships, and observed changes over the years in terms of the amount of time that needs to be spent on different types of cases due to new types of evidence or increased volume, procedural changes that have added to workload requirements, the changing nature of their collaborations with core staff, or other important factors.
3. A confidential ***attorney survey*** of OPD defenders that asks the respondents to weigh in on whether the current time expenditures reflected in the time study provide sufficient opportunity to deliver quality services and complete tasks necessary for their clients’ needs within each study case category. To the extent that they believe additions to the

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average times are justified, they will be asked to estimate any shortfall. The survey would also inquire into various areas relevant to their OPD work, such as whether they believe their caseloads are excessive, how their work can best be supported through OPD core staff and other resources, and estimates of time spent working at home at night or on weekends.

Armed with the information obtained in these three data collection modules (which we will summarize for the experts' pre-session consideration) as well as the CMS and personnel analyses, the review of relevant ethical rules and professional standards, and background about workload estimation and standards development in other jurisdictions, the experts chosen for the Delphi sessions will use such information in light of their own knowledge and experience to produce final estimates of average necessary attorney time that are well founded and functional.

We also want to highlight here an important aspect of our plan *that differs from* the RFP's model for workload development. The RFP contemplates that the Delphi process "consist of multiple rounds, including at least two rounds conducted as anonymous online surveys, and a final round conducted as an in-person discussion." In our experience, a single *roundless* (sometimes referred to as a *real-time* or *continuous*) session in which each panelist's estimates are submitted anonymously (into our purpose-built application that displays the aggregated results to the group continuously) and that allows for a full day of deliberations is sufficient to reach consensus for well-defined study case categories within the time allotted. This presupposes that the panelists have had sufficient time prior to the session to review preparatory materials relevant to their decision making. During the in-person event, the panelists will be able to update their original submissions as often as desired right up until the end-of-session announcement.

We believe that extra pre-session rounds do not add much to the consensus process. In addition, multiple rounds spread out over time run a risk of panelist drop-off, where someone who has submitted their on-line votes may feel somewhat more comfortable in skipping the final in-person session due to personal, work, or other reasons. Their rationale might be that they have already "voted" twice and are unlikely to change their last set of estimates at the in-person session, but that means they will miss the all-important discussions at the event as well as the opportunity to ask clarifying questions (or listen to the answers to inquiries posed by others). To be clear, conducting those two pre-session submissions is not a logistical challenge. If OPD believes that doing so is methodologically sound and serves some purpose, we can certainly build those events into the work plan. But for the purposes of this proposal, we assume that we will be holding one roundless in-person Delphi session for each client representation area.

And finally, we think that it is important to mention aspects of our plan that *may diverge from* the RFP. Workload standards in public defense are all about necessary time expenditures, and there have been two obvious changes over time in that regard: the marked expansion of some defense responsibilities and the increasingly collaborative nature of how attorneys collaborate with core staff. Each is discussed briefly below:

1) One notable difference between practice today and even a decade ago is the explosion of technology-based evidence, whether it be body-worn video, dashcam video, interrogation-room video, social media, jail house call audio, residential doorcam and business security video, GPS tracking, traffic cams, advanced DNA testing, digital assistant data (e.g., Alexa), phone and computer data, etc. In the past a defender might need to examine such

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evidence only in the context of particularly consequential or complex representations. Today even relatively straightforward misdemeanor defenses can involve the review of hours of police body-worn video generated by multiple officers at the same arrest.

2) The traditional model of public defense contemplated an attorney working mostly alone, with little support other than from someone fielding calls to the office and performing other administrative tasks. There was a near total focus on defending the allegations brought against the client and an assumption that client challenges such as mental health issues or homelessness, unless they were germane to the instant defense, were matters that should be tackled by others, preferably after the resolution of the case. That model has changed for most public defense providers, particularly for larger urban public defender offices. In such settings that are fortunate enough to have the necessary resources, a far more collaborative approach has developed, with attorneys now being part of a larger team of colleagues, some of who can help a defense by performing or assisting in tasks that used to be the sole responsibility of the attorney such as investigation, motion drafting, or exhibit preparation (thus allowing the attorney more time to concentrate on other aspects of a case), and some who enhance the defense by, for example, producing insightful mitigation evidence that draws upon specialized education and training. This sort of collaboration also provides an opportunity to address client issues that lead to repeat interactions with law enforcement such as substance abuse and housing instability.

The RFP makes multiple mentions of these changes in the way representations are conducted. It specifically requires that the final report "Assesses the time necessary to review electronic evidence (social media etc.) and to interact with other disciplines in the preparation to defend the client and includes this information into it projects of time required to complete tasks." It also specifically states that the work should consider "Time required for reviewing evidence including but not limited to…Hours that attorneys spend reviewing video and social media" as well as the "Hours required for collaboration with multi-disciplinary teams in public defense which may include but are not limited to paralegals, mental health professionals, administrative assistants, mitigation specialists, investigators, and others." It notes that the 1973 national workload standards created by the National Advisory Commission on Criminal Justice Standards and Goals (NAC) did not take into account "the large number of hours that OPD attorneys spend reviewing video and social media," nor did it "recognize the need for and contributions of multi-disciplinary teams in public defense therefore in determining the workloads" and that it did not" consider the time and level of effort required of attorneys, paralegals, mental health professionals, administrative assistants, mitigation specialists, investigators, and others." Further, the RFP mandates that the workload standards development process consider "the time needed to work a case and review evidence; and the collaboration across types of legal professionals and support staff." Finally, it asks thar an Advisory/Consulting Panel recommend the "case tasks [that] are most appropriate for the study," such as those relating to "client communication; discovery and investigation; seeking trial experts; working with support staff; legal research and writing; time spent on negotiations related to dismissal or plea deals; preparation for hearings or trials; attending sentencing hearing(s) or post-adjudication activities."

We absolutely agree that time spent in contemporary evidence review and time spent collaborating with core staff for addressing the direct and indirect aspects of a defense are critical considerations when assessing workload demands. That said, we do not envision this workload development process as one that would develop recommended case-level standards by specifically asking the Delphi panelists to *provide estimates of average time necessary for*

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individual tasks such as client communication or working with support staff and then aggregating those task-level estimates into a case-level total. We believe that highly regarded and highly experienced Illinois criminal defense counsel already know how long it usually should take to adequately review evidence in 2025, especially video and audio evidence. They already know the advantages of working with core staff colleagues and how they can assist and enhance the client's defense, including taking steps to address clients' needs, such as getting the client into an appropriate social services program to reduce the chance of recidivism. In addition, the results of our attorney survey and the interview campaign should help inform the panelists of the specific concerns of OPD's staff regarding challenges related to evidence review and use of core staff. While there have been state-level workload assessments that sought or used task-level time information (such as asking participants in time studies to record their daily case-related expenditures by each task they performed, or asked panelists to provide task-level recommended estimates), we think that standards development in that manner can create unnecessary complexities, negatively impact participation in the development process, and may lend a misleading sense of precision to the estimates.

Task-level work in this area can be very useful, especially when Delphi panelists do not all practice within the same local legal environment or where there is a lack of qualitative and quantitative information about current time expenditures and current defender concerns with which to inform the panelists, Neither situation will be true in this proposed work, and so our work plan does not contemplate a task-level approach. The RFP does not explicitly require a formal task-level approach, but we thought it prudent to explain here why we plan to focus the development on producing case-level time estimates.

Overview

In this Proposed Plan of Action we describe our approach for satisfying OPD's stated goals, but we do so with the knowledge that as an outside entity, RAND has much to learn about OPD operations, personnel, policies, client needs, resources, and challenges. At best we can lay out only a *preliminary* strategy at this time based on our current assumptions, mindful of the likelihood that various aspects of our plan will need to be revised in consultation with OPD. To those who are already intimately familiar with OPD's information systems, work environments, staff issues, and administrative realities, some of what we propose at this time may clearly be impractical, run counter to Illinois practice and procedure, or unlikely to yield desired results. But as will be seen below, we have built in a significant learning period at the outset of project start, after which a refined and more detailed project plan will be presented for OPD's consideration and approval before the two organizations move forward.

We have divided the work into eight task phases (it should be noted that the end of each phase is considered to be a key project milestone). An initial **scoping and planning phase** would involve activities necessary for laying the foundation for a successful study. After initial meetings to align our organizations' expectations (the co-principal investigator and the project manager will travel to Cook County for the initial meetings), RAND project staff will work with OPD to learn more about its caseloads, CMS, and policies. This phase would also include the establishment of an Advisory/Consulting Panel (ACP) composed of public defenders and private defense attorneys who will be of great help later in the study in the design of the Delphi process, but in this phase they have an equally important role in working with OPD to decide on the specific study case groupings within each of the client representation areas for which case

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weights will be produced by the proposed effort. We will learn about the transactional information maintained in OPD's CMS (eDefender) and other OPD resources (such as separate personnel data) and have discussions with OPD about how best to use that information for our staffing and caseload levels analyses. Such analyses will be completed during this phase, partly for the purpose of informing our subsequent approach. We then will develop a detailed project work plan to be reviewed by OPD and then collaboratively revised as needed before moving forward.

The **time study phase** would employ eDefender for the purpose of collecting information about attorney and core staff time expenditures directly related to client-matters within the case type groupings. An existing but presumably unused timekeeping feature in the OPD version of eDefender would be activated and training materials for its use as part of this instant work would be developed. An outreach campaign would encourage all OPD attorneys with case assignments to participate in the voluntary time study and to make an express commitment to record the hours they work each day on relevant client-matters. After a training and practice phase, the time study will go live for a predetermined number of weeks. After conclusion of data collection, the information captured in eDefender will be analyzed, unobserved case activity will be imputed, and average hours by case type grouping will be calculated.

The **interview campaign phase** would invite selected OPD attorneys to participate in voluntary semi-structured interviews. This will provide RAND researchers (and ultimately the Delphi experts) with a first-hand view of the delivery of client services from the perspective of line attorneys and their supervisors and will address many important questions related to workload issues. The information we collect from these discussions will not be associated with the identity of the interviewees outside of RAND, though aggregated, deidentified responses and key themes and concerns will certainly be shared with OPD and the Delphi experts.

During the **attorney survey phase** online survey instruments would be developed and appropriately tailored for each of the client representation areas primarily for the purpose of presenting the results of the time study to OPD attorneys. The respondents for this voluntary and confidential survey would give their opinions as to whether the baseline average time expenditures for each case type grouping appeared to provide sufficient time in which to adequately discharge their ethical and professional duties across all of the cases defenders represent within study case categories. If a respondent decided that the time study result was larger or smaller than necessary, questions in this "sufficiency survey" would present an opportunity to weigh in on how much of an upward or downward adjustment was needed. We would also use the attorney surveys to collect information about caseloads that was not available from our CMS analysis, about their beliefs as to whether workload levels were reasonable, and about their views of core staff resources and most effective usage.

The **Delphi sessions phase** begins with identifying well-regarded and experienced practitioners within each of the client representation areas. The approach outlined in the RFP will be used for selection and invitation. The seven sets of panelists who agree to participate would be first asked to review relevant ethical rules and professional guidance for representing clients as well as materials that will describe approaches and findings in other jurisdictions, and also consider an informal internal brief that summarizes what was learned about the OPD's delivery of public defense in Cook County from the analyses of CMS and personnel data, the time study, the attorney surveys, and the interview campaign. They would then be brought together in a manner consistent with modern Delphis to reach consensus on a set of recommended average

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time expenditures for each of the study case categories. Each client representation area will have its own Delphi (it is possible that a single panelist will participate in multiple sessions, but generally appellate attorneys will be involved in the Appeals session, post-conviction practitioners will attend the post-conviction session, etc.). The case weights derived from those deliberations would be utilized to develop maximum annual caseloads for full time attorneys for each study case category.

The **report drafting and review phase** begins after the Delphi sessions have ended. Provisional case weights and caseload standards will be developed from the results of the Delphi sessions and the results will be communicated to OPD. Work will also begin on our draft project report. The document will set forth the methods by which the weights and standards were calculated. Once the draft is complete, we will share it with OPD for the purpose of receiving the Office's comments and revise as we believe necessary. At that point we will submit the document to external and internal peer reviewers to confirm that our methods and findings were sound.

When we have sign-off from the peer reviewers , the project will enter the **final project report publication phase**. The approved draft will be submitted to RAND Publications for professional editing and composition, with the intent to produce a PDF document to be presented to OPD as one of our final deliverables and as well posted on the RAND external website.

As the document is undergoing copyediting, we will work with OPD on developing an easy-to-employ tool for associating each representation the office accepts within a client representation areas with the final case weight. This **assessment tool phase** will ultimately produce a roadmap that will allow OPD to perform future workload calculations in-house. Training will be provided as needed, though we believe the tool will be self-explanatory.

Preliminary Work Plan

Scoping and Planning Phase

Initial Project Meetings. The co-principal investigators and the project manager of the RAND team will travel to Cook County to meet with our OPD study liaisons at the start of the project and also visit a few local OPD offices for familiarization purposes. In our initial meetings, we will discuss the strategic partnership between OPD and RAND needed to deliver appropriate caseload standards and case weights, achieve a shared understanding of project requirements, discuss a preliminary work plan for moving forward, discover what useful sources of information are in the control of OPD, and work with OPD to explore ways to obtain any other key data outside of its control.

Create the Advisory/Consulting Panel. Because of RAND's admitted lack of familiarity with the Cook County criminal defense bar, we will defer to OPD to identify qualified candidates for membership in the ACP. RAND can reach out to these candidates to determine whether they are interested in participating, though we believe that the invitation would be more effective if it came from a known actor such as OPD rather than from RAND, which at this point in the study would be a relative unknown within the County's legal community.

The RFP describes the ACP's role as informing "the design of the Delphi process and recommend which case types and case tasks are most appropriate for the study". Other than our already stated reservations about performing a task-level analysis, we believe using the ACP in

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this manner will be extremely useful. Unless OPD objects, it might also be useful to confer with the ACP at regular times during the course of the study, inform them as to the overall work plan and upcoming activities, ask for their input on proposed data collection instruments such as the time study and attorney survey, and be used as a sounding board for questions from the RAND team about procedural and substantive matters relevant to Illinois criminal law.

Understanding and Analyzing eDefender and Other Computing Resources. Over the initial weeks of the effort, we plan to become intimately familiar with OPD's version of eDefender as well as its capabilities and limitations. We will seek to understand how it is currently used, its implementation history, how it might inform study tasks, and what is known about any information shortcomings. We would also seek to learn more about the Time and Expense (T&E) feature and how OPD would enter in time expenditure information for the cases they are working on. Separately, we plan to understand what other resources should be examined, such as personnel information (e.g., branch office assignment, job titles). Assuming that RAND would not have direct access to the OPD network or its computing assets, we will have to rely on OPD information technology (IT) staff to function as our proxy when needing reports on topics such as systemwide current and historical caseloads, individual attorney appointments, case duration by case type groupings, etc. It should be noted that RAND staff have extensive experience in analyzing justice system organization transactional databases and a path forward that would reduce OPD's need to respond to RAND's requests for new reports and the like would have RAND do the heavy lifting on such analyses. We could utilize extracts of various tables contained in eDefender and other OPD holdings and process them in our offices with the appropriate privacy safeguards.

Case Type Categorization. One of the most important tasks in the early days of this project will be to define the types of OPD cases that would be assigned case weights for calculating attorney need. This essentially involves defining study case categories within each client representation area, and then building a crosswalk between those categories and the various cases represented in eDefender. This sound like an easy task, and technically it is, but it requires a great deal of subjective judgment on the part of OPD, RAND, and the ACP.

There can be a tendency for public defense systems to want to capture every nuance of the cases their attorneys are assigned to, but volume is an important driver of quality in case weight calculations. The ability to actually utilize study case categories in a rigorous and unambiguous way is also a concern, as is being able to assign new cases to those cases in a consistent matter in every office. We plan to work with OPD and the ACP during this phase to develop functional study case categories for each client representation area, drawing heavily from what we learn from eDefender about current and historical caseload volume, information collected at time of case openings, and median times from case initiations to resolutions.

Literature Review. We plan to identify the most current public defense caseload standards and case weight values to use as bases of comparison to the products of this proposed research.

System Information Collection. We will ask OPD to provide us with materials in its control that would help RAND better understand the challenges faced by the public defense system in Cook County. In addition, we will need names, titles, and email contact information for OPD attorneys for the purpose of outreach in campaigns involving the time study roll-out, attorney surveys, and the interview campaign.

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Human Subjects Protection. This project may collect potentially sensitive information about OPD operations, its attorneys and core staff, and other topics We will work with the RAND Human Subjects Protection Committee (HSPC, RAND's federally-designated institutional review board) to screen the methods proposed for this project for regulatory and ethical issues. HSPC will also review our data collection protocols, informed consent/waivers, and plans for protecting data containing personally identifiable information. A written data safeguarding plan will be drafted with OPD's input and will discuss risks of loss of confidentiality, methods for assuring data security, and staff responsibilities for data safeguarding.

Work Plan Development. Once we feel that we have a good sense of what is possible in regards to the study, we will draft a detailed work plan. Among other subjects discussed in the document, it will lay out a proposed strategy for the design and implementation of the time study (with particular emphasis on the outreach campaign), the scope of questions to be incorporated into the attorney survey and how the recipients will be identified, the manner in which the attorney interviews will be conducted, and the logistical considerations for the Delphi sessions as well as proposed approach for identifying candidate panelists. We will then work with OPD to revise the draft plan as needed and will move to the next phase when fully approved.

Time Study Phase

General Considerations. Few things in life are more certain than the fact that most public defense attorneys are extremely uncomfortable at the very thought of timekeeping. Nevertheless, an accurate assessment of current time expenditures for different types of representations is a critical component of case weight development when the goal is to tailor the weights for a specific jurisdiction. Given the clear need for this case weight update, it is highly beneficial to the success of this study that OPD already has eDefender established as its systemwide enterprise case management system. Unlike some special time studies conducted in public defense systems in which cases needing time tracking would have to be hand entered into an application by the participating attorney, basic case information is already in OPD's CMS.

But for the time study to produce quality information, we will need to have eDefender's Time and Expense (T&E) feature activated. Moreover, we will also need to obtain and\or develop training materials as it is unlikely that any current OPD attorney has experience using the application in this way. Our assumptions for the purposes of this proposal are that T&E can be lit up without delay, that T&E will be able to draw from case information already entered into eDefender, that charge or client matter information in eDefender is sufficiently granulated to allow individual cases to be categorized in any manner that will satisfy project needs for study case categories (including matters that do not involve specific criminal charges related to a current prosecution, such as appeals, postconviction work, family defense, etc.), that target participants are already familiar with using or at least accessing eDefender for case-specific information even if they have never had to enter time expenditure data, and that the T&E training materials produced by eDefender's developers will require little modification before being rolled out to OPD staff.

<u>The most important aspect of this type of study is minimizing the burden on participants.</u> In a world where employees are already overloaded with job demands and their ability to adapt by working faster or more efficiently has been stretched to the limit (as they often are in public

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defense), timekeeping inevitably takes time away from family, clients, professional development, social interaction, and rest. No matter how clearly important the underlying reasons for asking OPD staff to track their time might be, the effort required to recall and record information about all what was done earlier that day and how long it took, even if such timekeeping is requested only on a temporary basis, can be a significant source of frustration. Extreme blowback of this type can markedly reduce initial participation levels, cause serious dropout issues, and reduce the reliability of the information collected. It can also affect how key stakeholders perceive the believability of the ultimate results of the case weight development process, which would have long term negative consequences for OPD staffing and planning decisions.

Some organizations see restricting the footprint of a time study to just certain offices or a few staff categories or a randomly selected set of individuals as logical ways to reduce participant burden. In our experience that approach does not have the intended beneficial effect. It is better to do all that is possible to shape the task into little more than a sight annoyance for everyone, creating a shared challenge in which all are asked to do their part for the benefit of the work environment. And as we discuss below, minimizing the "ask" by resisting the natural impulse to collect information that might be helpful for other organizational goals or future needs is extremely important.

Scope. Case weights measure average personnel time required to address the needs of various types of client matters. As such, the goal of a time study is to capture as much time as possible that is directly associated with the support of those needs in individual cases. Unfortunately, there is no bright line between case-related and non-case-related work in a public defender office. One of OPD's responsibilities here is to take the lead on crafting useful and instantly understandable definitions of what can be considered case-related work needing to be included in the time study's net. For defenders the determination is relatively straightforward (usually), because it is similar to what a criminal defense attorney in private practice might include on an invoice to a client who is billed on an hourly basis. That said, attorneys are trained to think about exceptions, and so providing as much clarity as possible prior to data collection start as to what sorts of time expenditures are of interest to OPD and which are not (such as attendance at a continuing legal education training) will help smooth the time study process.

Participation. Despite OPD staff being county employees, participation in the time study will be on a voluntary basis. That fact will require an effective outreach campaign to convince staff of the importance of the data collection and how participation will not be as burdensome as might be feared. RAND is limited to email communication for the purpose of encouragement, so we hope that supervisory personnel in the local offices can be boots-on-the-ground supporters of full participation. We will work with OPD to come up with a convincing message of why participation is both good for staff and the clients they serve.

Length. Longer is always better for time studies. A lengthier data collection period permits addition cases to be included in the sample, and captures a more complete picture of OPD work (thus requiring less imputation of unobserved time expenditures, as discussed below). It also smooths out ebbs and flows in activity due to vacations and weather. Here the balance is between better time information (especially for high demand, long length, and lower volume representations such as homicides, the most serious felonies, and appeals) and participation rates (in terms of both initial signup and ongoing compliance).

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It would be best to revisit this question after conducting our eDefender-based analysis on OPD caseload characteristics. Our current plan is for a 12-week live collection period using eDefender's T&E that follows a two-week practice period. That said, eight weeks of live might be enough if sufficient numbers of OPD staff agreed to participate.

Information Collected. The RFP suggests that specific activity-level analyses be included as part of the standards development, mentioning that the "Case tasks" that might be "most appropriate for the study" "may relate to client communication; discovery and investigation; seeking trial experts; working with support staff; legal research and writing; time spent on negotiations related to dismissal or plea deals; preparation for hearings or trials; attending sentencing hearing(s) or post-adjudication activities." The expert panelists participating in the Delphi sessions will undoubtably be asked to consider contemporary demands on defender time in each of these activities when making their estimates, but the question at this point is whether the time study should be used to measure how much time is currently being expended performing tasks like evidence review or client meetings.

There is certainly merit to such an idea. Obtaining empirical data on specific types of time expenditures might shed light on areas where defenders are spending far more time than might be expected in the review of body worn police camera video, or are spending far less time than recommended in key areas such as investigation and client relations. In a time study that collects information at the activity level, a participant will make entries in the timekeeping application that records both a code chosen by the participant to represent the type of case-related task that was performed and the amount of time that consumed by that task. For example, there might be categories for *Case Preparation; Client Care; Client Communication; Evidence Review; Records Collection; Court Preparation; Court Time; Experts; Interviews/Field Investigations; Legal Research/Writing; Negotiations; Post Judgment; Travel; and Sentencing.* The instructions for utilizing task codes usually contain a few sentences of explanation for each category, with examples of what might be included in that code.

Despite the attraction of gathering contemporary information on how time is spent *within* a case, it is our <u>strong</u> belief that tracking time with multiple activity categories will have adverse effects on participation rates and not yield particularly useful information. It should be kept in mind that defenders often perform different types of work during a day on the same case. For example, an attorney might talk to the client (Client Communication in our example set), perform some research (Legal Research/Writing), review the deposition of a forensic examiner (Experts), and then get ready for the trial the next day (Court Preparation), all within the same hour. A task-level collection strategy means that a separate entry must be made for each of those four tasks, even if any one of them took but a few minutes (a tenth of an hour is a typical minimum for timekeeping applications) and all of them were for the same client matter. If that level of multitasking also applied to four other cases on the same day, a total of 20 entries would be needed (a case-level-based time study would require only five entries). Based on our prior experience in this area, we know that participants can become exasperated by the additional effort needed to track time at the task level, especially if their own time is repeatedly spent referring to the lengthy definition section of the time study instructions to figure out how to classify work performed for a client. These sorts of negative reactions can lead to using a single default category (such as "Case preparation") for all tasks regardless of the actual purpose in order to simplify entry or dropping out of the time study shortly after launch.

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The key question to be answered is what OPD believes to be the primary purpose of collecting task-level time information. If collecting such information can contribute to better standards, then by all means doing so should be included in our approach. Researchers differ in whether activity-based weight development yields any meaningful benefits. But if the granularity described above are sought solely to address other admittedly important questions about public defense (such as reporting on how little attorneys are currently able to spend on discussing the collateral consequences of accepting a plea deal), then we believe that acquiring such data is something for OPD to explore in a future project. Our strong recommendation would be to limit time collection to total time spent on each case during a workday in the interests of enhancing participation rates in a time study that will already ask a lot of busy attorneys and core staff. Our bottom line belief is that requiring respondents to record activity type will have a negative effect on the project.

Transitory Representations. It is possible that the attorneys who are assigned to initial appearance duties have contact with dozens of cases each day, and typically have no further contact with the clients in any of them. Asking such attorneys to recall the OPD case numbers for each at the end of the day and enter time expenditures for each may be a source of resentment and not yield particularly useful information. As stated previously, if these initial appearances are relatively similar in terms of time expenditures and we can obtain lists of these cases from eDefender, it might make more sense to exempt this client representation area from the workload development and come up with an alternative approach for estimating the workload associated with detention hearings and the like.

Confidentiality and Analysis. Having OPD's current CMS host the T&E application and store information recorded by the time study eliminates justifiable concerns over outside parties having access to OPD's client and case records. We will need to obtain an anonymized copy of the time study data with sufficient information to identify charge or client matter type, venue, date of appointment and case resolution, personnel category for the person who made the time study entry, and other fields that will be identified after our eDefender examination. We will work with OPD IT to substitute randomized values for case number, client names, and attorney identifications prior to the file being transferred to RAND.

One additional aspect of confidentiality will be discussed with OPD in the time study planning. It is possible that some attorneys will be concerned that any sort of time tracking could be used by OPD management as a tool for examining staff performance or attendance. If such concerns are believed to be significant enough to negatively impact participation, steps could be taken to delete time study information from eDefender after delivery of the anonymized data set to RAND and then OPD would be able to assert that time study entries would not be available for any purpose other than baseline case weight calculations.

Training. We would like to provide participating attorneys with a two week period where they can access T&E and test the process for recording case-related time whenever they have some time available. Entries made during that period would not be used in the analysis of time expenditures. Instruction materials and video trainings would be created after we have to chance to review the eDefender application and the T&E module.

Assistance to Time Study Participants. RAND would take the lead on creating a process where time study participants would be able submit questions about using T&E for the purposes of this project. We will seek to rapidly respond to those inquiries where the problem involves

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interpretation of time study instructions, but questions of a technical nature (such as “I can’t log in…”) would be forwarded to whatever eDefender helpdesk facilities OPD IT already have in place. A co-principal investigator from the RAND team will be present in Cook County at the start of the time study data collection period in order to be on-site should there be any significant challenges.

Imputing Unobserved Time. Many of the client-matters that will be part of the OPD case weight development can take far longer to move from appointment to final disposition than the eight to twelve weeks we are currently considering for the time study data collection. As a result, there are four possible data capture scenarios for cases tracked in the time study: (1) the case will have started and finished within the collection period, (2) the case started prior to launch but finished during the collection, (3) the case started during the collection but was pending at the end, and (4) the case started before the collection and was pending at the end. As a result, we will have at least some incomplete time expenditure information for cases falling under scenarios 2, 3, and 4, so the total amount of attorney time that might have been spent for such cases if we had been able to observe them from start to finish will have to be imputed.

We will estimate total attorney time for cases starting and\or ending outside of the time study period using generally-accepted statistical techniques chosen after the extent of the problem has been determined and after we have a better idea of what types of case-level information will be available from eDefender. There are relatively simple solutions to this problem that RAND and other research entities have employed in the past, but we plan to have our project statistician explore whether more recent developments in this field may produce more reliable estimates. It should be remembered that the time study produces estimates of average attorney time expenditures only for study case categories, not for different case types (such as aggravated assaults) or individual cases.

Interview Campaign Phase

General Approach.

We plan to randomly select (though stratified by branch office location, classification, and primary client representation area of practice) attorneys to participate in interviews that will last about an hour. The interviewees would be asked to talk about how they are assigned to cases or clients, where they believe their services are most effective, their views as to how they could better address need, and whether they have sufficient time and resources to achieve OPD’s goals. A two-person team from RAND will conduct each interviews

Our strong preference would be to hold many of the semi-structured interviews in person, as we believe qualitative data collections are most productive when all of the participants are in the same room. Four members of the RAND team will travel to Cook County to conduct as many in-person interviews in as many branch offices from Markham to central Chicago to Rolling Meadows as practical during their visit. Other interviews will be by remote video applications.

It is not possible to promise interviewees in campaigns of limited size that their participation would not be revealed to management. That said, RAND has extensive experience in conducting one-on-one interviews in a manner that takes reasonable precautions to protect interviewees’ interests.

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Attorney Survey Phase

General Approach. The time study' results will describe *what is*, not *what ought to be*. To obtain some initial insight into what line defenders feel are average amounts of time necessary in the study's case type groupings to deliver reasonably effective assistance of counsel, we will conduct web-based surveys of OPD attorneys. Instrument design will be the responsibility of the RAND project team while the staff of RAND's Survey Research Group (SRG) will handle the programming of the surveys, monitor uptake, and manage the host server during data collection. To facilitate the design of the survey as well as address project needs that are best accomplished in-person, a co-Principal Investigator for the RAND team will travel to OPD offices in Cook County during the run-up for the attorney survey (this trip is likely to take place as part of the interview campaign).

One important aspect of these surveys is that we will actually create seven different versions, each corresponding to one of OPD's client representation areas, e.g., appeals, juvenile, or post-conviction. Each of the survey versions will contain questions posed to all attorneys, but will also include a tailored module containing questions relevant to the client representation area of interest. Another aspect is that only those OPD attorneys who were asked to participate in the time study will be invited to take the survey (actual participation in the time study is not required for an invitation), but the specific survey instrument they will be able to access will depend on the results of our eDefender analysis of current and recent defender workloads as well as what we learn from OPD about staff assignments. For example, a defender who appears to have a caseload dominated by appellate representations will be invited to take the appeals-focused survey. Defenders who appear to have mixed caseloads (such as a rural defender who is regularly appointed to both adult criminal and juvenile cases) would receive a single invitation as well, but the survey will present two or more client representation area-specific modules for the attorney's consideration. We will work with OPD to develop a coherent plan for the invitation campaign.

Confidentiality. While the identity of the invitee will be known to RAND, we plan to take steps to remove our ability to associate survey answers with any specific respondent prior to conducting our analysis. As such, the invitation can assure invitees that their answers will be treated as confidential, that OPD management will not have access to the information, and that their answers will not be distributed outside of RAND in a manner in which the respondent would be identifiable

Roll-out. Using the contact information provided to us previously by OPD, we plan to send invitations to the defenders that describe the need for the recipient's input includes instructions for accessing the survey. The survey will be live before the invitations are sent, remaining so for a total of four weeks. Reminders will go out periodically.

Survey Design. In many case weighting studies, attorneys surveys present one of the first ever opportunities for policymakers to learn about defender caseloads, particularly in jurisdictions where private attorneys are appointed to as many or more public defense representations than public defenders. Even in locations where public defenders are the primary providers, technological shortcomings (often in the form of outdated or underused CMS applications) can be result in a serious information gap regarding defender caseloads, and in such instances the attorney survey provides much needed insight. Our assumption is that the availability of detailed caseload data from eDefender covering OPD operations since 2023 means

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that the attorney surveys for this effort do not need to collect any defender-specific information about estimated annual number of representations, representation types, etc. If this assumption does not hold true, the description of the survey design that follows will have to be amended.

After collecting some information about each participant's legal background, the survey will ask the respondent for an estimate of the average number of hours he or she spends weekly practicing law and their estimate of the proportion of that time spent on non-case related activities such as professional development, training panel attorneys, general administrative duties, etc.

The participants will read a very condensed explanation of what OPD considers to be the necessary requirements for effective representations of the public defense clients within the primary representation area. Then for each of the study case categories, the results of the time study will be presented for the respondents' review, and they can (a) indicate that they believe the averages for reported time expenditures are in fact the amount of time needed for planning purposes, (b) enter a different amount of time that they feel is a more appropriate value, or (c) decline to make an entry for any specific study case category.

Note that we do not intend to ask participants to assess whether a sufficient amount of time is being spent on specific activities within each study case category. Doing so would greatly add to the complexity and length of the survey, and it can be confusing for someone to have to decide on whether, for example, sufficient attorney effort is being spent on a specific activity described as "Court time," even if he or she has little problem providing such an opinion for an entire case. It should be kept in mind that even a simple case- and activity-type scheme represents a considerable amount of requested information (a representation area with 10 study case categories and 12 activity types would require the respondent to make 120 separate decisions).

The survey could also provide an opportunity to investigate core staff issues from the perspective of the defenders. One possible approach would be to include a series of questions for participating attorneys for eliciting information about how and when they collaborate with core staff, barriers encountered (availability? core staff skills or training? knowledge of what services are available?), ways in which case or client needs could be addressed more effectively, and whether they believe current core staff levels are sufficient for their needs or those of the office where they work.

Delphi Sessions Phase

Creating the Expert Panels. The RFP outlines a very reasonable two part process to identify panelists with the proper background and expertise:

1) "The Proposer will work with OPD to gather Delphi panel nominations from local, regional or national organizations that advocate for effective defense in criminal cases. Nominees should reflect diverse backgrounds, in terms of gender identity, race / ethnicity, and trial experience. All lawyers should have expertise in criminal defense in Illinois trial-level courts in case types covered in the study and have a proven track record."
2) "A Selection committee composed of highly regarded experts (e.g., law school deans, judges, or attorneys) will review and approve the final list of Delphi panel nominees. Steps should be taken to ensure each case type covered in the study has adequate representation on the Delphi panel from attorneys with sufficient experience. "

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We agree with the basic idea of RAND and OPD creating what might be thought of a panelist pool in which the individuals have already been prescreened (though not yet contacted), particularly for experience in at least one of the client representation areas of interest. We do, however, see some potential problems with relying too heavily on national and regional public defense advocate organizations for suggestions, given that our primary interest is in those knowledgeable about the practice of criminal defense in Illinois and ideally about the challenges of representations within Cook County courthouses. There can also be a concern that an exclusive use of advocacy programs might be seen producing a panelist pool that may be biased towards making decisions in a way that would result in artificially inflated case weights. That said, it should be noted that in our experience, suitably experienced attorneys tend to produce similar estimates in a consensus-building exercise no matter who might have recommended them for Delphi participation. We are simply pointing out a possible criticism to be aware of. In addition to advocacy programs, it might be useful to consult with the Chicago Bar Association and the Cook County Bar Association for more localized and diverse suggestions.

We also think that the use of a selection committee makes sense. We do suggest that the committee be asked to approve far more nominees from the pool than are actually needed because in our experience, there will be many attorneys who are very willing serve as panelists but have scheduling conflicts that prevent participation. Typically we randomly order selected nominees and send out invitations in batches. If someone declines the invite, we use the next qualified person on the nominee list as the substitute. A decline rate of 50 percent is not unusual for lawyers with busy calendars, though as seen below, we are just asking then to set aside a specific day of their time.

Note that in practice, workload studies at the state- or local-level tend to wind up with panel membership that is heavily loaded with practitioners from the primary public defense providers in the jurisdiction of interest. Panelists with heavy postconviction experience, for example, may be almost exclusively OPD staff members simply because identifying qualified private counsel in this subject matter area could be challenging. Again, we just point this out as a possible consequence of any selection approach.

Ideally we would wind up with about 35 panelists for what are arguably the most challenging client representation areas in term of case volume versus defender availability (adult felonies and misdemeanors as well as juvenile), with fewer needed for the areas where caseload issues are not as pronounced or where the work consists of a smaller set of study case categories. We would not want to have less than 15 on a panel if possible Our strong preference is that the panel members be either heavily involved at the present time with actually representing clients in the client representation areas of interest or have done so recently if now in other roles or if they have withdrawn from the practice of law. Unless the candidate has <u>recent and strong</u> experience in directly representing clients from the defense perspective in the subject of interest, we strongly discourage the idea of including supervising attorneys who have minimal caseloads, administrators, academics, judges, prosecutors, members of the legislative or executive branches, or law enforcement personnel. Though we hope to provide meaningful input on the selection process, we will defer to OPD's decisions as to the composition of the panels due to its far greater familiarity with the Cook County (and Illinois) defender population.

Panel Management. The RFP contemplates that the research organization "disburse honorariums" to the panelists, and that there should be assistance provided "with planning travel and accommodations." Our experience has been that except for scheduling conflicts, invited

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nominees are quite receptive to the idea of giving back to the legal community in this way, volunteering their time for a purpose that could have significant ramifications for those with limited means who have been caught up in the criminal justice system. We do not believe honorariums are necessary, though if OPD wishes to offer them, we do not object. As for travel expenses and accommodation, panel participants are most likely to hail from what is generally referred to as Chicagoland, which means attending a session site somewhere centrally located should only a round trip that would be concluded in a single day (though admittedly it would be a very long day for some). There is merit in covering the costs of parking as a courtesy, but given the uncertainty of how many people would need reimbursement and how much it would cost, we did not include panelist parking as a line item in our proposal budget. OPD would be in the best position to cover the costs of parking for those who need it.

Note that it is possible a defender with the appropriate experience will be asked to join more than one panel. Doing so will not present a logistical problem as we plan to hold the seven client representation area panels at different times.

RAND has budgeted for light refreshments for panel participants in the morning, a full lunch mid-session, and importantly, plenty of strong coffee available throughout the day. There will also be water, juices, soft drinks, and snacks available on-demand.

General Approach. While the information to be elicited from the expert panel parallels that of the attorney surveys in that panel members will essentially be asked to provide their opinions as to the average amount of time required for representing a client in one of the representation areas' case type groupings, the approach is quite different. We will employ the Delphi Method, a feedback consensus method first developed by RAND in the late 1940s and 1950s. Delphi is an expert elicitation technique that has a heavy reliance upon inter-panelist discussion and opinion sharing, as well as benefiting greatly from having a facilitator in place to help the panel move towards consensus on the questions of interest. Accordingly, our plan is that each of the seven Delphi sessions be conducted in person over the course of a single day (at the present time we assume that all sessions would take place on separate days, but it is possible that we could hold two in the same day for a pair of relatively straightforward areas such immigration and initial appearances). At the present time we assume that we would hold individual sessions on three consecutive days during a single week, then do three or four days in a subsequent week. Two RAND team members will manage each session.

We believe that the quality of the deliberations will be significantly enhanced with all participants in the same room compared to an alternate approach that would invovle upwards of 37 people all trying to speak at the same time on a Zoom call, while simultaneously entering information into a bespoke Delphi app and considering the results displayed on their computer screens. In-person sessions also help maintain the full attention of panelists who, if participating remotely, may be distracted by family members at home or by email and phone calls if at work. We assume that OPD will provide the project with an appropriately sized room with Wi-Fi access for each of the sessions. As stated previously, travel and related expenses of the panelists would be OPD's responsibilities.

Preparation. At a point that would allow enough time for careful consideration of their contents, materials will be sent to panelists describing the purpose and goals of each session, explain what will take place, provide detailed results of the time study and the sufficiency survey relevant to that panel as well as what was learned from the interview campaign. Depending on

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the scope of the data we collect pre-session, we may be able to show how responses differed by geographic location, office size, core staff levels, and attorney caseload levels.

Included will be background information about how caseload standards have been developed in other settings, what generally accepted ethical and practice guidelines have been considered in their development, and what case law and OPD management believe to be minimum standards for effective representation. At a minimum, the materials will include information on the Illinois Rules of Professional Conduct relevant to criminal defense, national standards for the provision of quality public defense representation, and any other information deemed relevant and useful. We will work with OPD and our ACP to develop an informative package of materials that are relevant to the practice of criminal law in Cook County.

Prior to the session we will ask the panelists to certify that they have read the materials described above. As mentioned previously, we will not be offering panel members an honorarium for their participation. It has been our experience that panel members in sessions similar to the ones we will hold see their participation as an important public service and welcome such an opportunity to contribute. Nor have we budgeted for covering any panelist travel expenses if relevant.

Computing Resources. As described below, RAND has develop a web-based application for the conduct of Delphi sessions for public defense case weight development. Installation on a computing device requires nothing more than using a standard browser to access a website.

Our assumption is that most OPD attorneys already have access to a laptop. The laptop can serve as the platform for the Delphi application. For those who do not have a laptop that they can bring to the session, we will arrange for a portable computing device (typically an iPad) for their use. The iPad will be provided at no charge to the panelist. We have budgeted for a sufficient supply of devices for each session.

In order for the Delphi application to be used anonymously, we will provide each panelist a set of randomized credentials to be used at the log-in stage. There will be no crosswalk created that would link the panelists' identities and the credentials. As a result, project team staff who will be responsible for analyzing the results of the Delphi sessions will be unable to associate a time estimate or comment with the submitting panelist.

Initial Entries. Once all panelists have certified that they have read and considered the background materials, we will distribute a hardcopy "initial response chart" and will ask them to fill it out by the end of the day before their session and to have it available when the session actually begins the next morning. The chart will document each panelist's first estimates of the average time needed (in hours and tenths of hours) to provide reasonably effective assistance of counsel pursuant to prevailing professional norms for each case type grouping within the representation area. We have found that asking the panelists to complete that chart the previous day and then enter the results into the application at the start of the in-person session smooths out the process of instructing them on the application. They can concentrate on the mechanics of the application rather than also having to think about an appropriate first entry.[1] This allows for more time to be spent during the deliberation phase of the Delphi process.

[1] Admittedly the two initial on-line sessions described in the RFP would have the same beneficial result in terms of pre-live session reparation, but the risk of dropout argues against such an approach.

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To give the panelists a frame of reference for making these estimates, the guidance they will receive will point out that the estimates are similar to the sorts of calculations of expected time expenditures that a supervising attorney must make to balance the incoming workload among staff attorneys. Experienced counsel are fully aware that every case presents unique challenges, no matter what charges or potential sentences are involved. However, for the purpose of estimating whether one has the time needed to take on a new client matter, prior representations of a particular case type provide a sense of the average amount of time required. The estimates, we will explain, should be based on similar information.

The panelists will be advised to consider only attorney time for case-related activities and not include time spent by core staff in support of the panelist's cases. They will be asked to make their estimates assuming existing support staff levels in their own offices, to factor in trials and highly complex cases but only in relation to their frequency, and to think about hundreds of cases of a particular type taken together rather than focusing on very brief or very lengthy representations they may have had.

We will remind the panelists to first think about how much time they currently spend, on average, for cases within each category. Then they should consider whether there are shortcomings in their representations or circumstances that negatively affect their ability to provide reasonably effective assistance. If they feel that such shortcomings exist, they should estimate how much additional time would be needed, on average, to address such shortcomings and comply with applicable standards.

We will caution the panelists not to artificially adjust their estimates to account for, for example, attorneys who may lack the panelist's level of expertise, offices with greater or lesser support staff or other resources, potential budget negotiations with state or local governments or other funding sources, OPD offices in Cook County that are in sections of the county different from where a panelist practices, or any residual problems related to court and office shutdowns and absences triggered by the COVID-19 pandemic, funding issues, or any other challenges.

The Delphi Session. The panelists will assemble at 9am on the scheduled date for their assigned Delphi session (a light breakfast will be available from 8:15am). Each session will open with remarks from OPD and RAND about the important purpose of the expert panel. One member of the RAND research team will then review the results of the data collections with the panelists and will describe what is known about defender practices. Another RAND team member will explain the Delphi process and ask the panelists to open their iPad loaners (or their private devices if desired), navigate their browsers to the Delphi application website, and then launch the session tool.

A RAND team member will then ask the panelists to enter the values they wrote on their initial response chart the previous day into the application's designated fields for each of the case type groupings. Having the panelists come up with their initial estimates in advance of the session should avoid a problem that is common in online Delphis where someone is navigating an unfamiliar computing application while at the same time making difficult decisions about necessary time expenditures. At the present time, we have planned to have the RAND co-principal investigators, the project manager, and the Delphi facilitator will travel to Cook County for most of the sessions, with the facilitator and the co-principal investigator who have conducted many similar sessions together as the leads for all sessions.

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The use of the web application and the distribution of randomized credentials for the login process will allow the panelists to make their entries anonymously, and, if they chose to do so, add anonymous explanatory comments to their submissions. An option will also be provided for a panelist to skip over a study case category if they are uncomfortable with making a recommendation in that specific category, perhaps because of a lack of recent or extensive experience in such representations.

After the panelists enter their first set of recommendations, a statistical summary of their responses at the case type level will be shown in their Delphi application's dashboard display. The display will describe, for each case type grouping, the number of panelists submitting entries for that category, the minimum and maximum values entered by the panelists, and the median of all panelist entries. A similar display will be projected on a screen in the session room for all to consider (RAND has budgeted for the rental of room display equipment). The personal device display will also include a graphical representation of the distribution of all panelist estimates for each case type, along with a line indicating where the panelist's own estimate fits within that distribution. Providing the panelists with feedback about the group's estimates as they evolve is a defining feature of a Delphi session; doing so encourages the panelists to reassess their own submissions and, if desired, modify those estimates.

A member of the research team will then take on the role of facilitator. The roundless Delphi session will begin at that point, one in which panelists are permitted to modify their responses on average time needed for any study case category and to do so at any point during the discussion, even during lunch and breaks. The facilitator will encourage the panelists to either openly discuss the reasoning behind their estimates or to submit anonymous comments that will be shared through the application. The panelists will also be periodically reminded that they are free to change their estimates as often as desired, <u>but also that they are also free to make no changes at all</u>. The panelist dashboards will be updated periodically as new responses are submitted.

Two other items of information will be included on the individual computing device dashboard as well as what is displayed on the room projection screen.. Though the precise metric will be selected in consultation with our project statistician, the CoV (i.e., standard deviation divided by the mean) for the distribution of recommended attorney hours for each case type grouping may well be chosen as both the consensus measure (i.e., how similar the panelists' estimates are at a specific point in time) and the stability statistic (i.e., when a reasonable cutoff point for further voting has been reached).

We might adopt a rule common in many research projects employing a Delphi strategy in which a CoV of less than or equal to 0.5 indicated a good degree of consensus, making further discussion about the case type in question unnecessary. CoVs exceeding 0.5 but less than or equal to 0.8 would be considered less satisfactory, and additional discussion would be recommended for the purpose of enhancing consensus as much as possible. CoVs at the lower part of this range could be considered acceptable if it was clear that no further discussion would be useful. We recommend that study case categories in this range be appropriately caveated when reporting results and the uncertainty considered in subsequent resource and budgeting work. CoVs exceeding 0.8 would indicate a poor degree of consensus, and, unless the range of results could be tightened before session end, the case type will need to be dropped from the standards-setting process. The summary statistics presented to the panelists will include the CoVs for each study case category.

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We are likely to define the end of the session to be either the point at which the stability statistics for all case types show no significant recent movement or 5:00 p.m. Illinois time, even for case types with CoVs that had moved below the 0.5 mark. As noted earlier, each panelist will be able to change their estimates at any time prior to session end. To keep the voting active, the RAND facilitator will focus the group dialog upon those case types with CoVs greater than 0.5, in part by seeking panelists to voice arguments for the low and high ends of the range for each case type. It should be remembered that we do not cut off voting for categories that are at 0.5 CoV or below, only that we make sure panelists are discussing categories with less consensus at that point.

Once the Delphi session has ended, the median value of all time estimates for a specific case type grouping become the provisional case weight for the grouping.

Report Drafting and Review Phase

At this point RAND will turn to analyzing the results of the data collection tasks and begin drafting the final report that will describe the study's goals, methods, findings, and recommended caseload standards. The method for converting individual case weights into maximum caseload standards will be documented as well, particularly in regard to what OPD provides to us as its most up-to-date estimate for annual defender case-related time availability.[2] The draft will also detail all of what was learned in the background research, eDefender analyses regarding historical and current caseloads and staffing, the time study, the attorney survey, and the interview campaign. We will also include recommendations for implementing, monitoring, and enforcing the standards on an ongoing basis, reflecting the experiences other jurisdictions have had with similar efforts. One important topic to be discussed would involve how case weights and caseload standards are applied to defenders with mixed caseloads or across entire offices.

During this phase (and as soon as practical after the end of the last Delphi session), a Project Memorandum (essentially a memo of preliminary research results intended for OPD's use without public dissemination by RAND) will be presented to OPD. The very brief document will describe the results of the Delphi sessions and present our provisional case weights for average attorney hours by study case categories for OPD's staffing and resource planning. Maximum caseload standards will be described as well. It will be made clear that these weights will not yet have been subjected to peer review and so the values are intended to be used only by OPD for its immediate forecasting needs. Though some introductory text will provide a brief overview of the manner in which the estimates were derived, the Project Memorandum will not serve as a full summary of project activities, assumptions, methods, caveats, or conclusions.

We will present the full draft report to OPD for its consideration and comments, and will work with OPD to reach consensus on areas of disagreement. Once the draft has been revised as appropriate, it will be submitted to an external and an internal peer reviewer in a manner similar

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[2] We will ask OPD to determine an "annual case-related duty hours assumption" for OPD defenders, which will represent the amount of time an attorney would typically have available annually to handle case-related work. That assumption would reflect (1) the hours public defense attorneys are expected or likely to work each week, on average; (2) the number of likely absence days, such as vacation time, sick leave days, and holidays; and (3) the amount of time an attorney is likely to spend at work that does not involve directly providing services related to representing clients (for example, professional development time, general meeting time, office administration time). The attorney survey will ask questions that will help inform OPD's decisionmaking on this subject.

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE RESTRICTION ON THE COVER PAGE OF THIS PROPOSAL.

to any academic research publication. We will utilize the comments of the peer reviewers to improve the draft report and will formally respond to reviewers to explain any remaining areas of disagreement.

Final Project Report Publication Phase

Once the report has passed peer review and received approval from management, it will be submitted to RAND's Publications Department for editing and final manuscript preparation.

The final report will be posted on the RAND website and an electronic copy delivered to OPD. It should be noted that the final report only presents provisional standards for OPD's consideration. Should it decide to do so, OPD could adopt the weights and caseload standards as is, modify them as desired, or ignore them entirely.

Assessment Tool Phase

The RFP asks for a tool "that will allow OPD staff to assess future staffing needs as caseload complexities change" and describes two required deliverables:

1) "Produce a data tool that will belong to Cook County which shall allow the OPD to do its future workload calculations in-house. This tool may consist of any automated process in the form of opensource code, software packages, formula-driven spreadsheets, or some other solution to perform the analysis with updated data inputs in the future."
2) "Provide training to designated staff in the Office of the Public Defender on the use of the tool."

To be frank, we consider this to be a relatively straightforward task. A crosswalk between how eDefender characterizes each client matter and the associated study case category within each client representation area will already be embedded in eDefender as part of our work. Once OPD approves a final set of case weights following the end of the Delphi process, another crosswalk will be embedded in eDefender, this one matching up the study case categories with the final weights. At that point OPD can easily run eDefender reports where current or retrospective caseloads can be described in terms of expected attorney hours needed. When the annual defender case-related time availability estimate described above is plugged in, those hours can be stated in terms of full-time equivalent attorneys required.

When the questions involve future planning, we plan to prove OPD with a user-friendly spreadsheet tool that will allow users to enter different assumptions about relative volume in each study case category within each client representation area and receive an estimate of total attorney hours that should be planned for as well as estimated attorney FTE. The tool will also allow the user to enter differ values for the annual defender case-related time availability estimate to see how those hours and FTE values might change.

If we have missed the intention of OPD in regard to the exact nature of the tool it is seeking, we would welcome an opportunity to discuss this project aspect further.

Anticipated Key Milestones

We consider the end of each phase described below as a key milestone, though it should be noted that there will be instances where the order in reaching a milestone will differ from the order shown below.

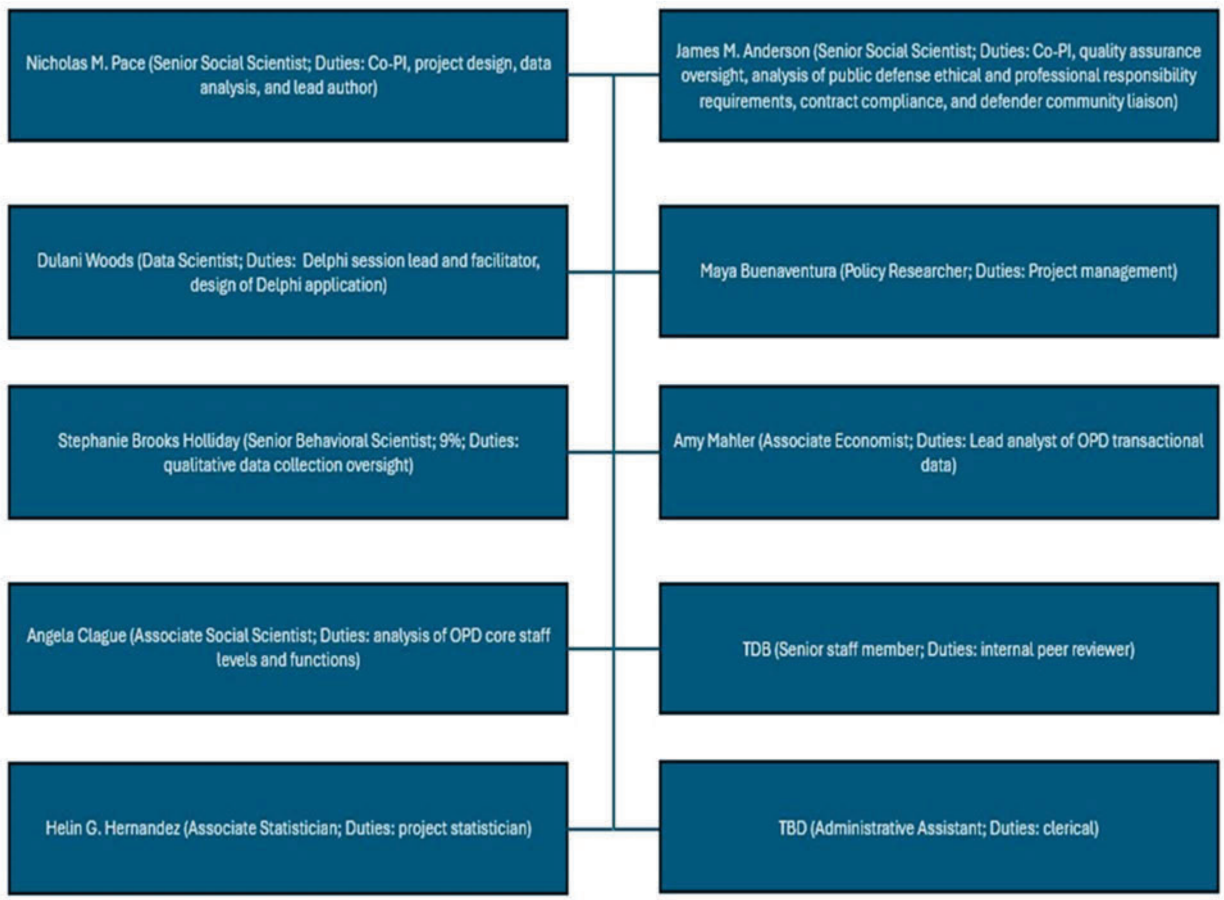
USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE RESTRICTION ON THE COVER PAGE OF THIS PROPOSAL.

- **Scoping and Planning Phase**
- **Time Study Phase**
- **Interview Campaign Phase**
- **Attorney Survey Phase**
- **Delphi Sessions Phase**
- **Report Drafting and Review Phase**
- **Final Project Report Publication Phase**
- **Assessment Tool Phase**

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE RESTRICTION ON THE COVER PAGE OF THIS PROPOSAL.

Key Personnel

Organizational Chart



NOTE: Information presented in chart includes (1) name, (2) RAND title, and (3) project duties.

Key Project Personnel

The work will be co-led by **Nicholas M. Pace** (Senior Social Scientist, RAND) and **James M. Anderson** (Director, Justice Policy Program, RAND). Mr. Pace's primary responsibilities include project design, data analysis, and lead author for all tasks described in the Work Plan as set forth in Tab E. Mr. Pace is well suited for these duties, as he was Principal Investigator for three state-level quality-adjusted weighted caseload studies for the state indigent defense commissions of Utah, Michigan, and New York, and is currently serving in the same role for an progress study for the State of Maryland Office of the Public Defender. Each of those studies had approaches and goals that are essentially the same as set forth in OPD's solicitation for this development of Cook County-specific public defense case weights and caseload standards. He is part of a current in-progress study for the Los Angeles County Public

Defender's Office. He was also the Principal Investigator for the recently completed National Public Defense Workload Study. He was the Principal Investigator for work RAND performed for nearly a decade in developing and updating federal defender program case weights for the Office of Defender Services of the Administrative Office of the U.S. Courts. And he is co-Principal Investigator for two studies currently underway for the evaluation of state funding approaches for the support of county-based public defense providers in California.

Mr. Anderson's primary responsibilities for the proposed work involve quality assurance oversight, analysis of public defense ethical and professional responsibility requirements, defender interview campaign director, contract compliance, and defender community liaison. Mr. Anderson has written extensively about issues in public defense, drawing on his decade of service as federal public defender and in conducting groundbreaking research related to comparisons of public defenders and private indigent defense counsel as well as assessments of the value of holistic defense approaches. He was also a key part of the original work developing case weights for the federal defender program. As Director of RAND's Justice Policy Program, he oversees a large portfolio of research into the criminal and civil justice systems, with a diverse set of investigations into areas such as drug policy, gun policy, public defense, and policing.

Dulani Woods (Data Scientist, RAND) will be leading the Delphi phase of this research. He is responsible for the building RAND's online Delphi session application and he will be the session facilitator for all Delphi panels described in this proposal. He performed functions similar to what is being proposed for the expert opinion elicitation component of this work for the state-level caseload studies in Utah, Michigan, and New York, as well as leading the historic Delphi session for the National Public Defense Workload Study.

Maya Buenaventura (Policy Researcher, RAND) will serve as project manager, a role she is currently performing in a comprehensive workload analysis of the Los Angeles County Public Defender's Office in which she is co-principal investigator. In the L.A. County work, she is utilizing both case management system data and qualitative interviews to develop a comprehensive framework for measuring and managing workloads. Additionally, she is currently conducting an evaluation of the Los Angeles County Juvenile Public Defender Office's holistic defense program, which is grounded in the analysis of case management system data and interviews with public defenders and their clients.

Stephanie Brooks Holliday (Clinical Psychologist and Senior Behavioral Scientist, RAND) will have oversight over all qualitative data collection components of this proposed work, including surveys and interviews. She has extensive experience in mixed method research techniques as well as organizational and personnel evaluations. She has co-led the evaluation of two major public defense grant programs in the state of California, and designed large scale quantitative and qualitative data collections involving public defender offices and private indigent defense law firms. Her work on diversion and reentry programs for vulnerable populations in the criminal justice system has received extensive media attention.

Angela Clague (Sociologist and Associate Social Scientist, RAND) will have an integral role in the analysis of OPD core staff levels and functions. Her primary research interests focus on workforce talent management and quality of life issues for families, and she has conducted research on a range of workforce issues for military and domestic personnel, including recruiting and retention, work-family conflict, diversity, sexual assault and harassment, worker competencies, and workforce transitions. In addition to assessing personnel need, her methodological expertise includes survey design and analysis, individual interviewing, and focus groups.

Helin G. Hernandez (Associate Statistician, RAND) will serve as project statistician, providing methodological guidance to all data analyses and collection activities performed as part of the proposed research. She has a strong background in analyzing observational, longitudinal, and hierarchical data, an important need for the proposed time study. She is proficient in complex statistical designs and analysis as well as mixed-effects models.

Amy Mahler (Associate Economist, RAND) will contribute to the analysis of OPD case management system and personnel data, a role she currently is performing for a major workload study for the Los Angeles County Public Defender's Office. She has also led an Arnold Ventures-funded evaluation of a series of reforms by the Michigan Indigent Defense Commission, and an evaluation of a holistic defense program in Kentucky that pairs public defenders with social workers to improve outcomes for defendants with drug and mental health cases.

Project Support Provided by Non-Key Personnel

A yet unidentified senior staff member will serve as the **internal peer reviewer** of the draft final report.

A yet unidentified **administrative assistant** will provide clerical support.

EXHIBIT 2

Schedule of Compensation

Deliverable No.	Deliverables	Compensation
1.0	Upon completion of the Project Kick-Off Meeting	$136,224.25
2.0	Upon acceptance by the PDO of Contractor Workload Analysis, Attorney Survey, Time Study and Interview Campaign Results	$99,872.25
3.0	Upon Acceptance by the PDO of the Delphi Process Design	$100,000.25
4.0	Upon acceptance by the PDO of results of the Implementation of the Delphi Process	$71,467.00
5.0	Upon Acceptance of the Final Report and Methodology (assessment tool) to Apply Analysis to furture data	$78,384.75
6.0	Upon Completion of Post Implementation Training and Support	$58,948.50
		$544,897.00

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

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

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

Date: November 5, 2025

RE: Contract No. 2406-04291
Office Wide Workload Study and Assessment Tool
Office of the Public Defender
RFP – Professional Services
Contractor: Rand Corporation
Contract Value: $544,897.00
Contract Term: December 1, 2025 – November 30, 2026
Participation Goal: 0% Overall MBE/WBE

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal due to being a sole source was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/ab

CC: Hermine Wise, OCPO
Sav Felix, Office of the Public Defender

MBE/WBE Utilization Plan

MBE/WBE Participation Goal is 0%. Per the April 4, 2025 pre-proposal conference guidance RAND is confirming that this is not applicable.

I. POLICY AND GOALS

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

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is zero percent (0%).** 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 Business Enterprise Development Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer
Department of Business Services
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 4

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2025

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

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

PRODUCER
Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road
Suite 800
Atlanta GA 30328

CONTACT NAME: Certificate Unit
PHONE (A/C, No, Ext): 404-781-1700 **FAX (A/C, No):**
E-MAIL ADDRESS: southwest.certificate@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Ins Co	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RANDCOR
The Rand Corporation
1776 Main St.
PO Box 2138
Santa Monica CA 90407

COVERAGES **CERTIFICATE NUMBER:** 1055225206 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	TB2Z91475066025	9/1/2025	9/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	AS6Z91475066015	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	TH7Z91475066045	9/1/2025	9/1/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WC7Z91475066035	9/1/2025	9/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #: 2406-04291, Workload Assessment; Proposal 2025PR-00444.

Cook County, its officials, employees and agents, to the extent required by written contract are additional insured on a primary and non-contributory basis with respect to General Liability, Auto Liability and Umbrella Liability. A waiver of subrogation applies in favor of the additional insureds to the extent required by written contract as allowed by applicable law with respect to General Liability, Auto Liability, Umbrella Liability and Worker's Compensation. Umbrella is follow form over the General Liability, Auto Liability and Employers Liability. Contractual Liability is written into the coverage form of the General Liability Policy but is subject to all terms, conditions, limitations and exclusions of the policy.

CERTIFICATE HOLDER

Cook County Illinois
Office of the Chief Procurement Officer
161 North Clark, Suite 2300
Chicago IL 60601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 5

Board Authorization

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	25-4320	**Version:** 1	**Name:**	Cook County Public Defender's Workload Study	
Type:	Contract		**Status:**	Approved	
File created:	10/27/2025		**In control:**	Board of Commissioners	
On agenda:	11/20/2025		**Final action:**	11/20/2025	

Title: PROPOSED CONTRACT

Department(s): Public Defender

Vendor: Rand Corporation, Santa Monica, California

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

Good(s) or Service(s): Office Wide Workload Study and Assessment Tool

Contract Value: $544,897.00

Contract period: 12/1/2025 - 11/30/2026, with one (1), one (1) year renewal option

Contract Utilization: The Contract specific goal set on this contract is zero.

Potential Fiscal Year Budget Impact: FY2026 $544,897.00

Accounts: 11100.1260.10155.520830 Professional Services

Contract Number(s): 2406-04291

Summary: This contract will allow the Public Defender to do a workload assessment. The Law Office of the Cook County Public Defender is looking to partner with an academic institution or firm that can conduct a workload assessment to inform our budget and staffing needs assessment, as established by the ABA, Rand, and NCSC standards, and develop a data tool to allow for the public defender to do future calculations in-house.

This contract is awarded through a publicly advertised Request for Proposals (RFP) in accordance with Cook County Procurement Code. Rand Corporation was selected based on established evaluation criteria...title

Sponsors:

Indexes: SHARONE R. MITCHELL, JR, Cook County Public Defender

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2025	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT

Department(s): Public Defender

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EXHIBIT 6

Identification of Subcontractors/Supplier/Subconsultant Form

Contract #: 2406-04291

OCPO ONLY:
☐ Disqualification
☒ Check Complete

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

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.: 2406-04291	Date: 11/5/2025
Total Bid or Proposal Amount: $544,897.00	Contract Title: Office Wide Workload Study and Assessment Tool
Contractor: Rand Corporation	Subcontractor/Supplier/ Subconsultant to be added or substitute: NA
Authorized Contact for Contractor: Emily Palumbo	Authorized Contact for Subcontractor/Supplier/ Subconsultant: NA
Email Address (Contractor): contractsteam@rand.org	Email Address (Subcontractor): NA
Company Address (Contractor): 1776 Main Street	Company Address (Subcontractor): NA
City, State and Zip (Contractor): Santa Monica, Ca 90401	City, State and Zip (Subcontractor): NA
Telephone and Fax (Contractor): 310 393-0411	Telephone and Fax (Subcontractor): NA
Estimated Start and Completion Dates (Contractor): 12-1-2025 to 11-30-2026	Estimated Start and Completion Dates (Subcontractor): NA

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
NA	NA

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.**

Rand Corporation

Contractor

Emily Palumbo

Name

Director, Contract & Grant Services

Title

DocuSigned by:
Emily Palumbo
1394068BA857404...

Prime Contractor Signature

Nov-06-2025

Date

EXHIBIT 7

Certification of Consulting and 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: RAND Corporation

ADDRESS: 1776 Main Street, Santa Monica, CA 90407-2138

TELEPHONE: 310-393-0411

CONTACT NAME: Emily Palumbo

CONTACT EMAIL: contractsteam@rand.org

SECTION 2: AFFILIATE INFORMATION

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

AFFILIATE 1:

AFFILIATE 2:

AFFILIATE 3:

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: 2406-04291

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:

Cook County Government Office of the Chief Procurement Officer

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 DocuSigned by: Emily Palumbo 1394068BA857404...

Name (Type or Print)

Emily Palumbo

Title Director, Contract & Grant Services Date Dec-02-2025

EXHIBIT 8

Economic Disclosure Statements

Docusign Envelope ID: A5E67FE8-F3E7-457D-A000-0B2FCE6E0E1A

CONTRACT #: 2406-04291

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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:

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.

CONTRACT #: 2406-04291

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): ______________________________

____

____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ✓ 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:

RAND Corporation is a non-profit organization and are not required to complete the child support declaration because we are not an applicant based on the definition in the ordinance.

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.

CONTRACT #: 2406-04291

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 The RAND Corporation

D/B/A: ____________ FEIN # Only: 95-1958142

Street Address: 1776 Main Street

City: Santa Monica State: CA Zip Code: 90401

Phone No.: 310-393-0411 Fax Number: 310-260-8011 Email: regrpt@rand.org

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

Corporate File Number (if applicable): N 6964-319-1

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[✓] Other (describe) Non Profit Organization 501(c)3

CONTRACT #: 2406-04291

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
None		

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
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [✓] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment 1			

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.

CONTRACT #: 2406-04291

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Director, Contract and Grant Services
Title

Emily Louise Palumbo
Signature

05/16/2025
Date

contractsteam@rand.org
E-mail address

310-393-0411
Phone Number

Subscribed to and sworn before me
this 16th day of May , 20 25

My commission expires: 05/31/2025

X Morgan Kirk Holland
Notary Public Signature

Notary Seal

COMMONWEALTH OF VIRGINIA
N
ELECTRONIC NOTARY PUBLIC

Morgan Kirk Holland

REGISTRATION NUMBER
7952807
COMMISSION EXPIRES
May 31, 2025

Notarized remotely online using communication technology via Proof.

Docusign Envelope ID: A5E67FE8-F3E7-457D-A000-0B2FCE6E0E1A

Attachment I
Corporate Officers as of September 2024:

Name	Title	Term
Matheny, Jason	President and CEO	7/5/2022 - Present
Januzik, Michael	VP and CFO	1/4/2017 - Present
Hoehn, Andrew R	SVP, Research and Analysis	4/13/2012 - Present
Staudt, Nancy	Dean, Pardee RAND Graduate School	10/13/2021 - Present
Case, Robert M	VP, General Counsel and Corporate Secretary	10/1/2018 - Present
Peltz, Eric	SVP, Finance and Operations	11/11/2020 - Present

Contact information for the individuals listed above:

Address:	1776 Main Street, P.O. Box 2138, Santa Monica, CA 90407-2138
Phone:	(310) 393-0411

CONTRACT #: 2406-04291

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

CONTRACT#: 2406-04291

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: _RA_N_D_CORPORATION

Address of Person Doing Business with the County: 1776 Main Street, P.O. Box 2138, Santa Mencia, CA 90407-2138

Phone number of Person Doing Business with the County: _310_-_393_-_04_1_1

Email address of Person Doing Business with the County: contracts team@rand.org

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:
Emily Palumbo, Director of Contracts and Grants, Email: contractsteam@rand.org

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2406-04291

The aggregate dollar value of the business you are doing or seeking to do with the County:$ 544,897.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Hermine Wise Email: Hermine.Wise@cookcountyil.gov Senior Contract Negotiator

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: Nicholas Marchio, Associate Director Data Management

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.

X 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.

CONTRACT #: 2406-04291

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

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

CONTRACT #: 2406-04291

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

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

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

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.

Emily Louise Palumbo

Signature of Recipient

05/16/2025

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: 2406-04291

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): RAND Corporation

Substantial Owner Complete Name: ____________________

FEIN# 95-1958142

[redacted] E-mail addres ctsteam@rand.org

Street Address: 1776 Main Street, P.O. Box 2138

City: Santa Monica State: CA Zip: 90407-2138

[redacted]

III. Compliance with Wage Laws:

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: Emily Louise Palumbo Date: 05/16/2025

Name of Person signing (Print): Emily Palumbo Title: Director, Contract and Grant Services

Subscribed and sworn to before me this 16th day of May, 20 25

X Morgan Kirk Holland

Notary Public Signature **Notary Seal**

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

COMMONWEALTH OF VIRGINIA ELECTRONIC NOTARY PUBLIC N

Morgan Kirk Holland

REGISTRATION NUMBER 7952807

COMMISSION EXPIRES May 31, 2025

Notarized remotely online using communication technology via Proof.

DocuSign Envelope ID: 4D7EE2BB-D157-4FCB-85F6-CAA9FCC6DAC9

RAND

ROBERT M. CASE
VICE PRESIDENT, GENERAL COUNSEL,
AND CORPORATE SECRETARY

1776 MAIN STREET
P.O. BOX 2138
SANTA MONICA, CA
90407-2138

TEL 310.393.0411 X 7476
FAX 310.260.8169
rcase@rand.org

SIGNATURE AUTHORITY RESOLUTION FOR LEGALLY BINDING AGREEMENTS

RESOLVED, That the following members of management are hereby authorized and empowered to sign on behalf of, and in the name of, The RAND Corporation, all contracts, grants, and other legally binding agreements:

- President and Chief Executive Officer
- Senior Vice President, Finance and Operations
- Senior Vice President, Research and Analysis
- Vice President and Chief Financial Officer
- Vice President, General Counsel, and Corporate Secretary
- Director, Contract & Grant Services

FURTHER RESOLVED, that the above members of management are hereby authorized and empowered to delegate their authority to sign on behalf of, and in the name of, The RAND Corporation, all contracts, grants, and other legally binding agreements, so long as:

(1) the delegating manager is the direct supervisor of the delegate,

(2) the delegating manager has determined that the delegate has the appropriate experience, skill, and judgement to prudently exercise the authority being delegated,

(3) the delegating manager retains oversight and responsibility for actions taken by the delegate, and

(4) the delegation is made in writing and a copy is provided to the President and Chief Executive Officer and the Vice President and General Counsel.

FURTHER RESOLVED, That the following member of management, in addition to the above, is hereby authorized and empowered to sign on behalf of, and in the name of, The RAND Corporation, all severance, settlement, and release agreements with current and former employees:

- Vice President, Human Resources

FURTHER RESOLVED, That signature authority for contracts, grants, and other legally binding agreements is based on organizational position, and that this authority will pass to each individual successively appointed to the positions listed above. The Senior Vice President, Finance and Operations will confer signature authority on the individuals filling the approved organizational positions, subject to approval of the President and Chief Executive Officer of The RAND Corporation.

RESEARCH AREAS
Children, Families, and Communities
Cyber and Data Sciences
Education and Literacy
Energy and Environment
Health, Health Care, and Aging
Homeland Security and Public Safety
Infrastructure and Transportation
International Affairs
Law and Business
National Security and Terrorism
Science and Technology
Social Equity
Workers and the Workplace

OFFICES
Santa Monica, CA
Washington, DC
Pittsburgh, PA
Boston, MA
Cambridge, UK
Brussels, BE
Rotterdam, NL
Canberra, AU

RAND

FURTHER RESOLVED, That all form resolutions required in connection with contracts, grants, and other legally binding agreements are hereby adopted in the form required by the other party to the contract, grant, or agreement, and that the Vice President, General Counsel, and Corporate Secretary is authorized to certify that such resolutions have been adopted by the Board.

FURTHER RESOLVED, That the Vice President and Chief Financial Officer and the Vice President, General Counsel, and Corporate Secretary are hereby authorized and empowered to execute any and all documents that either may deem necessary or advisable to carry out these resolutions.

I, Robert M. Case, Vice President, General Counsel, and Corporate Secretary of The RAND Corporation, herby certify that the foregoing resolutions were approved by the Executive, Governance, and Nominating Committee of The RAND Corporation Board of Trustees on February 15, 2024.

I further certify that the foregoing resolutions are current and accurate as of today, Mar-19-2024 and have not been superseded by any subsequent resolutions of the Board or the Executive, Governance, and Nominating Committee.

The RAND Corporation

DocuSigned by:

By: C129FA449075479...
Name: Robert M. Case
Title: Vice President, General Counsel, and
Corporate Secretary

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

RAND Corporation
Corporation's Name

Emily Louise Palumbo Emily Louise Palumbo
Authorized Signatory Printed Name and Signature

310-393-0411
T

DocuSigned by:
C129FA449075479...
Secretary Signature

contractsteam@rand.org
Email

05/16/2025
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

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
16th day of May, 2025.

Morgan Kirk Holland
Notary Public Signature

My commission expires: 05/31/2025

Morgan Kirk Holland
REGISTRATION NUMBER 7952807
COMMISSION EXPIRES May 31, 2025

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.

Notarized remotely online using communication technology via Proof.

CONTRACT #: 2406-04291

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.01.06 12:43:16 -06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

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

Date

CONTRACT TERM & AMOUNT

2406-04291

Contract #

December 1, 2025 to November 30, 2026

Original Contract Term

One, one (1) year renewal option

Renewal Options (If Applicable)

$544,897.00

Contract Amount

November 20, 2025

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
NOV 20 2025
COM ____________________