

CONTRACT NO. 12-28-028
ADULT GUARDIANSHIP CASE MANAGEMENT SYSTEM

CONTRACT FOR SERVICE

BETWEEN



COOK COUNTY GOVERNMENT

AND

PANORAMIC SOFTWARE, INC.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 16 2012

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Special Conditions: Functional Requirements and Legal Terms
- Exhibit 2 Milestone Payment Schedule
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 Software License Agreement
- Exhibit 6 Software Maintenance Agreement

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", on behalf of the Office of the Cook County Public Guardian, and Panoramic Software, Inc. doing business as a Corporation of the State of California hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 16th day of October, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Adult Guardianship Case Management and Fiduciary Accounting System. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected by the County representatives based on the proposal submitted, along with clarifications thereto, supplemental responses and supporting documents. .

Contractor 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 Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services

reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

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

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

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

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

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

c) Incorporation of Exhibits

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

Exhibit 1	Special Conditions: Functional Requirements and Legal Terms
Exhibit 2	Milestone Payment Schedule
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Software License Agreement
Exhibit 6	Software Maintenance Agreement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor 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 Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor 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 Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor 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 Contractor 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 Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor 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. Contractor 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 Contractor 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

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the

County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor 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, Special Conditions and Legal Terms.

iii) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor 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. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor 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.

g) Insurance To Be Provided

Cook County Insurance Requirements

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Contractor may have or acquired because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Contractor

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor.

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Employees included as additional insured;
- (f) Broad Form Property Damage Liability;
- (g) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Contractor shall secure Comprehensive Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage -
\$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) **Professional Errors & Omissions Insurance**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

(e) **Valuable Papers Insurance**

Contractor shall secure Valuable Papers Insurance in an amount not less than the amount necessary to pay for the re-creation and reconstruction of such records resulting from any loss.

Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor. The

receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

h) Indemnification

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

i) Confidentiality and Ownership of Documents

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

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

j) Patents, Copyrights and Licenses

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

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

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

k) Examination of Records and Audits

The Contractor 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 Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor 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's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

I) Subcontract 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 Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of

subcontracts shall be provided to the Chief Procurement Officer upon request.

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

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

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 November 1, 2012 ("**Effective Date**") and continue until August 31, 2013 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor 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, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4 may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor 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 extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. 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 Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor 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 Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor 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 Contractor 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 Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor 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 Contractor. 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, Contractor 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) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor 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 Contractor 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 Contractor 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 contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has

satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor 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 Contractor 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 the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; 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 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor 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 Contractor 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 Contractor, 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 Contractor 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, Contractor 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) Contractor 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, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor 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 Contractor 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 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor 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 Contractor under this Agreement, Contractor 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, Contractor 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

Contractor and any assignee or Subcontractor of Contractor 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 Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor'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 Contractor'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 Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor 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 Section 7a. in the performance of the Agreement.
- (vi) Contractor'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 Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor 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 Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;
- 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 Contractor's compensation under this Agreement;
- vi) The right to consider Contractor 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 Contractor to continue to provide the Services despite one or more events of default, Contractor 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 9.1 and 9.2 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 Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor 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, Contractor 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor 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. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 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 9.3.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) 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 Contractor's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 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, Contractor 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

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) Order of Precedence

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Professional Services Agreement
- (2) Exhibit 1 – Special Conditions: Functional Requirements & Legal Terms
- (3) Exhibit 2 – Milestone Payment Schedule
- (4) Exhibit 3 – Evidence of Insurance
- (5) Exhibit 4 – Board Authorization Letter

- (6) Exhibit 5 – Software License Agreement
- (7) Exhibit 6 – Software Maintenance Agreement
- (8) Contractor’s Response to the RFP dated March 16, 2012

iii No Collateral Agreements

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iv) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of greater than 10% or which extend the term of the Contract by more than one (1) year shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and

amendments which increase cost by up to 10% or which do not extend the term of the Contract by more than one (1) year may only be made with the written approval of the Chief Procurement Officer.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

Contractor 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, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor'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 Contractor in writing.

i) Independent Contractor

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

This Agreement is between the County and an independent contractor and, if Contractor 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 Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Office of the Cook County Public Guardian
Adult Guardian Services
69 W. Washington Street, 7th Floor
Chicago, Illinois 60602
Attention: Deputy Public Guardian

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: Panoramic Software, Inc.
336 Bon Air Center
Greenbrae, California 94904
Attention: Tim McCracken

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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Required Disclosures (Lobby, Local Business Preference, Child Support, Real Estate Ownership)	EDS 6, 7
	Cook County Affidavit of Child Support Obligations	EDS 8
	Cook County Disclosure of Ownership Interest Statement	EDS 9, 10
	Familial Relationship Disclosure Provision	EDS 11, 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: SLG Innovation, Inc.
Address: 165 N. Canal Street, Suite 1523, Chicago, IL 60606
E-mail: edburns@slginnovation.com
Contact Person: Ed Burns Phone: 630-803-2009

Dollar Amount Participation: \$ _____

Percent Amount of Participation: ~~17.5%~~ 25% of Project cost % *JRM*

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: SLG Innovation, Inc. Contract #: Adult Guardianship Case Management #12-28-028P
Address: 165 N. Canal Street, Suite 1523 City/State/ Zip: Chicago, IL 60606
Contact Person: Ed Burns Phone: 630-803-2009 Fax: 866-349-0026
Certification Expiration Date: Certification Applied For Race/Gender: African American / Male
Email: edburns@slginnovation.com

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

- Provide Qualified Technical Resources to Prime Vendor
- Assist with Developing Project Deliverables
- Assist with Business Requirements Analysis
- Assist with Data Conversion and Integration / Interfaces

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

17.5% of Total Contract Value 25% of Project cost
Monthly Payment Terms

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Ed Burns
Signature (M/WBE)
Ed Burns
Print Name
SLG Innovation, Inc.
Firm Name
3/7/2012
Date

Signature (Prime Bidder/Proposer)

Print Name

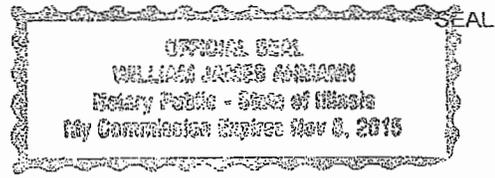
Firm Name

Date

Subscribed and sworn before me this 7 day of MARCH, 20 12.

Notary Public William James Ahmann

EDS-2



9.22.11

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1030
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

LEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GARNER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. FEYERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	STEGE GOBLIN	14th Dist.
JESUS C. GARCIA	7th Dist.	TIMOTHY D. KOHNCEICER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY H. TUBOLSKI	16th Dist.
		ELIZABETH ANN COOKY GERMAN	17th Dist.

February 15, 2012

Ed Burns, President
SLG Innovation, Inc.
165 N. Canal Street, Suite 1523
Chicago, IL 60606

Dear Mr. Burns:

Thank you for your interest in Cook County's Minority and Women Business Enterprise (MBE/WBE) Program. Your Application was received on February 7, 2012.

The Office of Contract Compliance will conduct a thorough investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than sixty (60) business days.

We look forward to working with you. If you have any questions regarding the status of your Application, please feel free to contact me at 312-603-7645.

Sincerely,

Eli Washington
Eli Washington
Compliance Officer

LETTER OF INTENT (SECTION 2)

M/WBE Firm: B2B Strategic Solutions Inc.

Contract #: Adult Guardianship Case Mgmt # 12-28-028P

Address: 150 N. Michigan, Suite 2800

City/State/ Zip: Chicago, IL 60601

Contact Person: Donna C. Bryant

Phone: (312) 368-1700 Fax: (866) 213-8350

Certification Expiration Date: 11/18/2012

Race/Gender: Black/Female

Email: donna@b2bssi.com

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

- Project Management Resources
- Business Analysis - Requirements Analysis
- Training - Curriculum Development & Instruction

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

10% of customization and implementations services.

Net 30 Days.

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Donna C. Bryant
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

DONNA C. BRYANT
Print Name

JEFF VAN WAIDBURG
Print Name

B2B Strategic Solutions Inc.
Firm Name

PANORAMIC SOFTWARE INC.
Firm Name

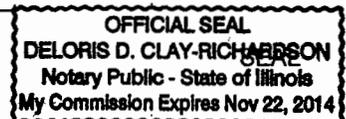
August 1, 2012
Date

8/6/12
Date

**SEE ATTACHED
NOTARIAL CERTIFICATE**

Subscribed and sworn before me this 1ST day of August, 20 12

Notary Public [Signature]



Jurat

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 6th day of August,
2012 by Jeff Von Waldburg

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature (Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Letter of Intent
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

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

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

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

Not Applicable for Panoramic Software, Inc.

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: Not a Local Bus.

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

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

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Correct
_____ Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): Panoramic Software, Inc
and its owners own no property
in Cook County

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Panoramic Software, Inc. D/B/A: _____ EIN NO.: 68-0234770

Street Address: 336 Bon Air Center, # 367

City: Greenbrae State: CA Zip Code: 94939

Phone No.: 877-558-8526

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Art von Waldburg		33 1/3 %
Jeff von Waldburg		33 1/3 %
Tim McCracken - 146 Marina Vista Ave, Larkspur CA 94939		33 1/3 %

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

Vice President
 Title

TRM
 Signature

3-12-12
 Date

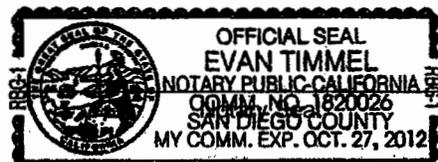
tim@panosoft.com
 E-mail address

415-987-9110
 Phone Number

Subscribed to and sworn before me this 12 day of March, 2012

My commission expires:

x Evan Timmel
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Tim McCracken Title: Vice President

Business Entity Name: Panoramic Software, Inc Phone: 877-558-8526

Business Entity Address: 336 Bon Air Center, # 367, Greenbrae, CA 94939

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

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

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

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

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

Tim McCracken 3-12-12
Owner/Employee's Signature Date

Subscribe and sworn before me this 12 Day of March, 2012

a Notary Public in and for Marin County

Evan Timmel
(Signature)



My Commission expires 10/27/2012

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Panoramic Software, Inc

BUSINESS ADDRESS: 336 Bon Air Center, # 367, Greenbrae, CA 94904

BUSINESS TELEPHONE: 877-558-8526 FAX NUMBER: 866-548-0636

CONTACT PERSON: Tim McCracken, VP

FEIN: 68-0234770 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

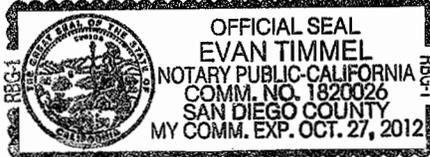
PRESIDENT: Jeff von Waldburg VICE PRESIDENT: Tim McCracken

SECRETARY: Art von Waldburg TREASURER: _____

**SIGNATURE OF PRESIDENT: *[Signature]*

ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
76 day of Sept, 2016.
X *[Signature]*
Notary Public Signature

My commission expires: _____

Notary Seal

* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Prezworski

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Cos

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 16th DAY OF October, 20 12.

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

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

12-28-028

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 692,100.⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 16 2012

COM _____

THE BOARD OF DIRECTORS

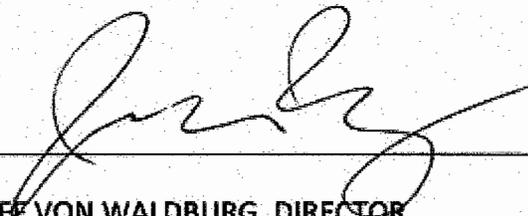
of

PANORAMIC SOFTWARE CORPORATION

A CALIFORNIA CORPORATION

We, the undersigned, being all of the members of the Board of Directors of this Corporation, do hereby authorize Tim McCracken to sign the Contract with Cook County, IL for RFP # 12-28-028P for the Cook County Adult Guardianship Case management Software Application.

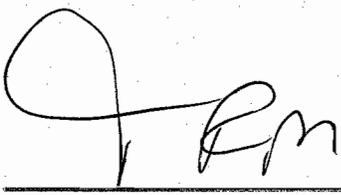
DIRECTORS:



JEFF VON WALDBURG, DIRECTOR



ARTHUR VON WALDBURG, DIRECTOR



TIM McCracken, DIRECTOR

EXHIBIT 1

SPECIAL CONDITIONS: FUNCTIONAL REQUIREMENTS AND LEGAL TERMS

SC- 1 DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Contract, the following capitalized terms shall have the definitions specified below when used in this Contract, its Exhibits and the various Appendices and other attachments thereto, or in any Project Plans or Statement of Work executed pursuant to this Contract:

“AMI” or “Amazon Machine Image” means pre-configured operating system and virtual application software which is used to create a virtual machine within the EC2.

“Acceptance” means written approval by the County upon the conclusion of testing performed with respect to any given Component, set of Components, Deliverable, or the System in accordance with Section 25 and County-approved Acceptance Testing Criteria, during the Acceptance Period, without the occurrence of any Material Errors in, or in connection with, such Component, set of Components, Deliverable, or the System.

“Acceptance Period” means the period of time described in Section 24 during which the County reviews and performs Acceptance testing with regard to any given Component, set of Components, Deliverable, or the System.

“Acceptance Testing Criteria” shall refer to the criteria approved by the County with respect to any given Component, set of Components, Deliverable, or the System (which criteria shall include, but shall not necessarily be limited to, any minimum system requirements set forth in any applicable Statement of Work, the functionality set forth in the Specifications, and other criteria consistent with this Contract) and that shall be utilized in determining whether such Component, set of Components, Deliverable, or the System is eligible for acceptance by the County, in accordance with Section 25.

“Application” means each of the software applications to be furnished and Implemented as part of the System by Contractor pursuant to this Contract and shall also, when the context requires, refer to middleware applications provided pursuant to this Contract to support other Components.

“CIO” or “Chief Information Officer” shall refer to the Chief Information Officer of the County.

“Component” means any specific item of Equipment or Software to be provided by Contractor to the County under this Contract.

“Contractor Component” shall refer to any Component that is manufactured by Contractor or that otherwise bears Contractor’s logo or marks and is sold or licensed as if manufactured by Contractor.

“Deliverable” means any of the Components, Services, Materials, Documentation, or other items provided by Contractor pursuant to this Contract.

“Documentation” means the printed and electronic materials that are provided or made available to the County by Contractor hereunder and that describes or relate to a Component of the System or that assist the County or the Users to operate, administer, maintain, or use the System.

“EBS” or “Elastic Block Storage” means highly available, highly reliable storage volumes that can be attached to a running Amazon EC2 instance.

“EC2” or “Elastic Compute Cloud” means Server Instance, which contains programs and configuration files.

“Final Acceptance Date” means the date certified in writing by the Office of the Public Guardian as the date when all aspects of the System are complete and have attained Acceptance.

“Implementation,” or to “Implement” means, collectively, the processes, tasks, activities, and Services by which Components are configured, optimized for use, and implemented hereunder as parts of the System.

“Implementation Schedule” means the schedule for Implementation of any given Components that is given in the applicable Project Plan or Statement of Work to this Contract.

“Installation,” or to “Install,” means, collectively, the processes, tasks, activities, and Services by which the delivery, assembly, installation, and set-up of Components is accomplished, such that they are ready for Implementation.

“Integration,” or to “Integrate,” means, collectively, the processes, tasks, activities, and Services that are required to be performed by Contractor to ensure that all Components of the System are compatible, and function interoperably, with each other and with the County’s WAN.

“Material Error” means a defect, error, problem, or issue that: (1) adversely affects operation or availability of a substantial or significant portion of the System; or (ii) materially and adversely affects the performance, availability, or functionality of one or more Components and for which a reasonable workaround is not available.

“Milestone” means any given set of activities, responsibilities, Services, and Deliverables that is specified as a “Milestone” in this Contract or in any Statement of Work and that shall be completed by Contractor, and with respect to which the County shall have issued its Acceptance, before the associated payment obligations of the County arise, as set forth in this Contract or in any Project Plan.

“Office of the Public Guardian” or “OPG” means the Cook County Office of the Public Guardian.

“Project” means the Services and obligations described in this Contract or in any Statement of Work that pertain or relate to the Installation, Implementation, or Integration of the Components and the System, and related training, through the Final Acceptance Date.

“Project Plan” means the detailed project or work plan for each Statement of Work hereunder and that is prepared and updated from time to time by Contractor, with the approval of the OPG.

“Responses” means the Contractor’s representations, in connection with the County’s project regarding the System and related services, as to its credentials, experience, and ability to perform the Contract in its Response to the County’s Request for Proposal dated March 16, 2012, as well as in Contractor’s subsequent clarifications, supplemental documents, Contractor’s Disaster Recovery Plan and Contractor’s Statement of Work.

“S3” or “Simple Storage Service” means long term data storage, designed to provide 99.999999999% durability and 99.99% availability of objects over a given year.

“Services” means any or all of the tasks, activities, and services that are to be provided by Contractor in performance of its obligations hereunder, including, but not limited to, those pertaining to the Project and those to be provided as part of the Maintenance Services.

“Software” means the machine-readable forms of the specific computer software (including, but not limited to, any programs, interfaces, applications, and middleware, but expressly excluding any microcode (other than operating systems) and firmware that is required to operate any specific Equipment) that are provided by Contractor to the County under this Contract and any upgrades, modifications, patches, fixes, and new releases and combinations of, and any Documentation relating to, any of the foregoing. Except as otherwise provided herein, “Software” shall not include source code of any kind.

“Specifications” means the manufacturer-issued specifications, requirements, documents, and Documentation that provide performance and operating information pertaining to a specific Component.

“System” or “Contractor’s System” means all of the Equipment and Software to be provided to the County, and Installed, Implemented, and Integrated, by Contractor, in accordance with this Contract, into an integrated system, and includes, but is not limited to, any corrections, fixes, modifications, upgrades, new releases, and enhancements to such system or any Component thereof that are described in, or to be provided pursuant to, this Contract, and any additional or substitute Equipment or Software provided by Contractor pursuant to a written amendment to this Contract.

“Third Party Product” means any Component that does not constitute a Contractor Component, that is proprietary to, or licensed by, any third party, and that is provided to the County by or on behalf of Contractor hereunder.

“Users” means the County and any persons reasonably associated with the County who, at any given time, are permitted by the County to access or utilize the System.

“WAN” means the County’s wide area network.

“Ward” means an adult for whom the Probate Court has appointed the OPG to serve as the adult’s guardian and to manage their affairs.

SC-2 GENERAL PROJECT SPECIFICATIONS AND OBJECTIVES

The Cook County Public Guardian seeks to modernize its current case management system with a Web-Based, Case Management and Fiduciary Accounting System (“System”) that will provide the most cost-effective, technologically sound, scaleable, state-of-the-art Case Management and Fiduciary Accounting System that will improve the processing of guardianship related activities. Each department module shall provide full ability to process the requirements for all functional areas and all case types filed within the Cook County Public Guardian’s Office (“OPG”). The System shall give the OPG the ability to streamline its processes in order to realize cost savings, and recoup time spent on administrative and manual processes, which can be automated.

The minimum functional requirements for the Contractor’s System shall include a system comprised of streamlined business processes that shall improve the case management process of the OPG. Contractor shall supply Project Management, Data Conversion, User Training, Acceptance Testing, Server Environment Configuration, Transition Support and Help Desk Support. Contractor shall supply fully integrated customized software and support that meet the technical requirements outlined in this Contract.

SC-3 SCOPE OF SERVICES

Contractor shall perform all of the Services, and shall provide all of the Deliverables, necessary and appropriate to accomplish the provision, Installation, configuration, Implementation, and Integration of the Components and the System with respect to each of the designated facilities, as described in this Contract and in each applicable Project Plan. All such performance shall be in a timely manner and in accordance with the applicable Project Plan, except as otherwise approved in writing by the OPG.

Although the parties have attempted in this Contract, and shall attempt in the applicable Project Plans, to delineate the specific Services and Deliverables to be provided by Contractor, the parties acknowledge that some services, or items to be included in a Deliverable, may not have been specifically identified. Therefore, as used herein, the “Services” shall include not only any services, tasks, function, and responsibilities specifically described in this Contract or in the Project Plan, but also any inherent subtasks of such services, tasks, functions, and responsibilities

that are required for the proper Installation, Implementation and Integration of the System, such that it meets the County's requirements, as specified in this Contract and Attachments.

FUNCTIONAL REQUIREMENTS

SC-4 SOFTWARE SPECIFICATIONS PLAN

SC-4.01 Log-In

Contractor's System shall require Users to log in with a User name and a current pass-phrase. Pass-phrases will conform to a level of complexity as agreed upon by the parties.

SC-4.02 Response Time

Contractor's System shall use best faith efforts to provide response times for ordinary functions that are standard within the industry. The County shall use best faith efforts to optimize its band width.

SC-4.03 Client Grid

The initial view of the Contractor's System will be the Client Grid. A View may be sorted by any column.

SC-4.04 Case Management Functionality

Contractor's System shall provide a Case Management Functionality. A User will be able to select a Ward from the Client Grid by clicking anywhere in the desired row.

SC-4.05 Face Sheet

Contractor's System shall include a Face Sheet which will contain important demographic information about each Ward. The Face Sheet will be separated into multiple sections. Contractor's System shall have the ability to add Wards' photographs to the Face Sheet.

SC-4.06 Client Data Elements

Once a Ward is selected, the System will allow the User to access a set of sub-menu navigation elements and a brief description of the information contained in each of the following records will be displayed:

- Address History
- Appointment History
- Contracts
- Court Accountings
- Events
- Inventory
- Transactions
- Reports
- Attachments
- Form Letters
- Accounting Functionality

- Batches
- Accounts
- Contractors
- Bank Import
- Batch Processing
- Interest Distribution

SC-5 SOFTWARE FUNCTIONALITY

SC-5.01 Ward Information

Contractor's System shall provide the ability to maintain all Ward information in a central database or repository. The System will have the ability to maintain key case dates in a central calendar and the ability to edit and correct case and Ward information after it is initially input into the System, based on User defined security rules. The System shall have the ability to initiate a letter to a third party via Microsoft Office mail merge functionality and the ability to utilize mobile computing technology to access the System.

SC-5.02 Electronic Records

The System will have the ability to accept electronic authorization and secure electronic authorization and the ability to interface with Electronic Medical Record systems. The System will be HIPPA compliant and will have the ability to hide Wards' confidential information, including but not limited to, social security numbers, based on User security rules. Contractor's System will provide the ability to input free form notes into Ward records.

SC-5.03 Audit Abilities

Contractor's system will provide audit trail/drill down functionality and the ability to export data to Excel. The System will have the ability to attach files to Ward records and the ability to interface with the On-Call document management software. The System will have the ability to interface with HomeTrak homecare system and provide Users the ability to track time per task in the System.

SC-6 INTAKE ABILITIES

SC-6.01 Recording Abilities

Contractor's System shall have the ability to record referral contact information and the ability to record the confirmed basic Ward financial and asset information into the System. The System shall have the ability to trigger a guardianship petition based on User defined rules.

SC-6.02 Access and Intake Abilities

Contractor's System shall provide the ability to access emergency case information and the ability to initiate any case and have an investigative, pending to be appointed and closed or not appointed status. Contractor's system shall have the ability to input required intake from data fields on-line, directly into the System.

SC-6.03 Automatic Generation and Tracking

Contractor's System shall have the ability to generate:

- Intake Forms
- Request for Court Form Preparation
- Bank Letters

Contractor's System shall have the ability to track attorney and investigator time spent on cases where the OPG is not appointed.

SC-7 CASE MANAGEMENT

SC-7.01 Access and Input Abilities

Contractor's System shall provide the ability to access case management information in the field via mobile computing technology. Contractor's System shall provide the ability to input case management contact sheet information directly into the System.

SC-7.02 Reminders

Contractor's System shall have the ability to create reminders or ticklers for outstanding case management departmental notices.

SC-7.03 Input Assessments

Contractor's System shall have the ability to input assessment from information on-line directly into the System and the ability to create a "Do Not Reccesitate" checklist by Ward.

SC-8 HOMECARE

SC-8.01 Tracking

Contractor's System shall have the ability to track recruitment and training of independent contractor home care workers. The System will also be able to track Ward expense information, Custodial Care rates of pay and medical supply standing order information.

SC-8.02 Home Care Requests

Contractor's System shall have the ability to input home care request form information on-line into the System. Contractor's System will have the ability to process payments to independent contractors and to invoice private homecare agencies.

SC-9 PROPERTY

SC-9.01 Track Property

Contractor's System shall have the ability to track and maintain vacant property, homeowners, renters and vehicle insurance.

SC-9.02 Input Property and Accountability Records

Contractor's System shall have the ability in input property inspection and inventory details. Contractor's System shall have the ability to input daily accountability activity reports.

SC-9.03 Create, Track and Maintain Information

Contractor's System shall have the ability to create and maintain third-party Contractor information listings. Contractor's System shall have the ability to maintain and track real property information, including but not limited to location, sold, abandoned and discharged. Contractor's System shall have the ability to track and maintain Wards' personal property information, including but not limited to location, appraisals and turn-over. Contractor's System shall have the ability to create and maintain a key inventory for all real properties and the ability to track and maintain vacant property listings, including but not limited to the City of Chicago Vacant Property Registration. Contractor's System shall have the ability to track and maintain the location of Wards' personal property, both in-house and off-site, utilizing a bar coding system.

SC-9.04 Identify Information

Contractor's System shall have the ability to generate and track work request forms and to identify the status of work requests. Contractor's System shall have the ability to track property in Cook County storage units. Contractor's System shall have the ability to track and maintain seasonal property maintenance, including but not limited to lawn care, snow removal and winterization.

SC-9.05 Safety Check Lists

Contractor's System shall have the ability to create and maintain safety and vacant property check lists. Contractor's Systems shall have the ability to maintain an inventory of all Ward items housed in guardian safe or safety deposit boxes.

SC-10 FINANCIAL SERVICES

SC-10.01 Financial Transactions

Contractor's System shall have the ability to track Ward financial transactions, including but not limited to:

- Voids
- Stop Payments
- Deposit (Check, Cash, Coin)
- ACH/Direct Deposit
- Positive Pay
- Accounts Receivable
- Accounts Payable
- Investments
- Payroll (Independent Contractors)
- 1099 Preparation
- ACH (Inbound and Outbound)
- Cash Receipts, which shall include:

1. Cash Reconciliation
2. Check Request
3. Scheduled Payables
4. Recurring Payments

SC-10.02 Notification and Invoice Payment System

Contractor's System shall have the ability to generate notification of death to benefit companies. The System shall have the ability to generate positive pay files. The Contractor's System shall have the ability create, track and maintain a Contractor invoice payment system, including but not limited to due dates and past due alerts.

SC-10.03 Trust Payments and Checks

Contractor's System shall have the ability to process outside trust payment requests (AP) (BoA Special Needs Trust). Contractor's System shall have the ability to identify final check recipient upon Ward discharge. Contractor's System shall have the ability to request checks and to cut on-demand checks. Contractor's System shall have the ability to issue group checks and to inquire as to funds availability for each Ward in real time.

SC-10.04 Ward Payments

Contractor's System shall have the ability to categorize Ward payments by Contractor and by type, including but not limited to utility bill and benefit payments. Contractor's System shall have the ability to process expense reimbursements and to calculate investment pricing. Contractor's System shall have the ability to allocate combined interest across multiple accounts and to upload electronic cancelled check files.

SC-11 PUBLIC BENEFITS

SC-11.01 Insurance and Explanation of Benefits

Contractor's System shall have the ability track monthly insurance premium responsibility and payment. Contractor's System shall have the ability to produce an explanation of benefits.

SC-11.02 Tracking Benefits

Contractor's System shall have the ability to track benefit overpayments by Ward and track the type of social security benefits received by Wards. Contractor's System shall have the ability to track veterans benefits paid to a Ward. Contractors' System shall have the ability to project Ward Medicare eligibility date. Contractor's System shall have the ability to identify eligibility for certain benefits.

SC-11.03 Notice of Approved Benefits

Contractor's System shall have the ability to generate a notice of approved benefits, including but not limited to:

- Name of Ward
- Type of Benefit
- Date of Approval

- Eligibility Date
- Supporting Documentation
- Insurance Card Information

SC-12 ACCOUNTS

SC-12.01 Taxes

Contractor's System shall have the ability to track income and property tax activity by Ward. Contractor's System shall have the ability to identify Wards that are required to file income taxes and the ability to track all taxes a Ward is required to pay. Contractor's system shall have the ability to attach IRS documentation to a Ward record.

SC-12.02 Attorney Fees

Contractor's System shall have the ability to capture attorney fees pay by Wards and the ability to track account outstanding attorney fees. Contractor's System shall have the ability to input various reasons why fees should not be or should not have been collected from Ward.

SC-12.03 Receipts and Disbursements

Contractor's System shall have the ability to capture and report real, personal and miscellaneous property in "Receipts" section of an accounting. Contractor's System shall have the ability to create a Ward disbursement journal.

SC-12.04 Fee Petition and Account Preparer

Contractor's System shall have the ability to generate a fee petition to track billable hours. Contractor's system shall have the ability input/track Account Preparer for account assignments

SC-12.05 Court Dates

Contractor's System shall have the ability to input/track accounting court dates and continuances, and the ability leave notes regarding continuances.

SC-12.06 Access Bills

Contractor's System shall have the ability to access scanned bills, checks and check stubs. Contractor's system shall have the ability to track existing bonds and premium payments. Contractor's System shall have the ability to generate a "Notice of Approved Account" and the ability to generate a "Notice of Discharge".

SC-13 ASSETS

SC-13.01 Track Assets

Contractor's System shall have the ability to track assets entered versus assets collected on a Ward. Contractor's System shall have the ability to store Ward bank and investment PIN numbers in a secured location. Contractor's System shall have the ability to prepare asset inventory for a Ward. Contractor's System shall have the ability track money sent from a bank without an account number and shall have the ability to track IRA

Accounts.

SC-13.02 Generate Letters

Contractor's System shall have the ability to generate a letter to contact the pension source when a Ward passes away. Contractor's System shall have the ability to track contact information on all asset sources. Contractor's System shall have the ability to produce a letter notifying asset holders that the Ward is closed and/or that the guardian has changed. Contractor's System shall have the ability produce a letter notifying the asset holder of a new Ward address.

SC-14 LEGAL

SC-14.01 Compliance

Contractor's System shall be in compliance with the Uniform Adult Guardianship and Protecting Proceedings Act, 755 ILCS 8/101, *et seq.*

SC-14.02 Generate Letters

Contractor's System shall have the ability to generate a letter to send to external sources and the ability to track contract information.

SC-14.03 Attorney Tracking

Contractor's System shall have the ability for individual attorneys to track court appearance schedule in embedded calendaring system and the ability to track hours spent on individual cases.

DATA REQUIREMENTS

SC-15 WARD FILE

SC-15.01 Data

Contractor's System shall maintain the following information per Ward:

- Ward Name
- Contact Information
- Date of Birth
- Diagnoses
- Attorney Assigned to Ward
- Bookkeeper Assigned to Ward
- Case Manager
- Assigned to Final Account
- Date of Death
- Trust (Yes or No)
- Will (Yes or No)
- Items in OPG safe (Yes or No)
- Pool Trust (Yes or No)
- Date of Appointment

- Date of Discharge
- Uncollected Fees
- Contract Information
- Special Order Information
- Protection Order and if so against whom (Yes or No)
- Allergies
- Insurance information
- Living Will Information
- Current Medications
- Pharmacy Information
- Asset Value on Date of Appointment
- Current Asset Value
- Trust Number
- Fees
- Names of any Lawsuits involving Ward
- Hours
- Case Number
- Name of Case
- Courtroom assigned to
- Next Court date

SC-15.02 Intake Information

Contractor's System shall provide the ability to capture the following intake form information for each Ward:

- Bank Letters
- Medical Evaluation Form Instructions
- Asset Listings
- Real Property Information
- Interested Parties
- Safety Issues
- Visitation Issues
- Special Issues
- Pets
- Building Code Hazards
- Intake Investigation
- Assigned Attorney
- Court Date History
- Next Court Date
- Date Temporary Guardianship will Expire
- Case Number
- Mental Health Committee Review Complete (Yes or No)
- Financial Review Complete (Yes or No)
- Legal actions that have been taken (drop down by type)

- Protection Order and if so Against Whom (Yes or No)
- Visitation Rights (drop down by type)
- Pending Litigation (Yes or No)
- Owns Multiple Properties (Yes or No)
- Property PIN Number
- Referred by (Drop down by type)
- Property Address
- Type of Guardianship (Drop down by type)
- Notice of Appointment Date\
- Referral reason
- Type of Case
- Medicare Number
- Social History
- Relatives and Friends
- Personal Assets
- Property Assets
- Medical History

SC-15.03 Placement Information

Contractor’s System shall have the ability to provide the following placement information per Ward:

- Community
- Nursing Home
- Hospital
- Jail
- Hotel
- Supportive
- Homeless / Whereabouts unknown

SC-15.04 Funeral Information

Contractor’s System shall have the ability to provide the following funeral information:

- Name
- Other information, including but not limited to phone number and address.

SC-15.05 Home Care Provider Information

Contractor’s System shall have the ability to provide the following home care provider information per Ward:

- Name
- Discipline
- Phone
- Email
- Address

- Doctor or Nurse
- Schedule

SC-15.06 Case Management Information

Contractor's System shall have the ability to provide the following case management information per Ward:

- Ward
- Date
- Time
- Reported By
- Action Taken
- Hospital
- Phone
- Diagnosis
- Notified
- Distributed By
- Case Manager
- Date
- Visit Type
- Scheduled
- Unscheduled
- Physical Status
- Skin Integrity
- Mental Status
- Activities of Daily Living
- Social Functioning
- Physician Information
- Insurance Information
- Hospice Information
- Hospice Name and Telephone Number
- Medication Type
- Medical Allergies
- Medical Supplies
- Private Caregiver Information

SC-16 REPORTING REQUIREMENTS

SC-16.01 Standardized Reporting

Contractors System shall have the ability to maintain standardized reporting categories. Contractor's System shall have the ability to report on guardianship specific performance metrics, including but not limited to the number of people who are being serviced and the age of the typical Ward.

SC-16.02 Query Abilities

Contractor's System shall have the ability to query limited orders and query temporary orders. Contractor's System shall have the ability to adhoc query and the ability to report on standard demographic information. Contractor's System shall have the ability to query temporary versus plenary guardianship. Contractor's System shall have the ability to report on type of placement.

SC-16.03 Report by Ward

Contractor's System shall have the ability to provide Ward report by case manager and by attorney. Contractor's System shall have the ability to create an annual report by Ward. Contractor's System shall have the ability to report on Caretaker Schedules and to export any report to excel. Contractor's System shall have the ability to report on quantity of care by type, including but not limited to companion, escort and live-in.

SC-16.04 Specialty Reports

Contractor's System shall have the ability to generate a "Redbook Report" by Ward including the following information:

- Address
- Telephone Number
- Date of Birth
- Insurance Information
- Diagnosis
- Medical Care Provider
- Advance Directives Information
- Current Medications
- Pharmacy Information
- Allergies

SC-16.05 Budget Reports

Contractor's System shall have the ability to report on the budget versus actual expenditures for each Ward's expenses by the following:

- Grocery
- Housing Supplies
- Transportation
- Special Needs
- Hygiene
- Medications

SC-16.06 Expenses

Contractor's System shall have the ability to report on outstaying receipts for Ward expenses. Contractor's System shall have the ability to report on completed and outstanding work requests. Contractor's System shall have the ability to report on Ward income by day, month and year. Contractor's System shall have the ability to run a Ward income not received report

SC-16.07 Generate Receipts and Reports

Contractor's System shall have the ability to generate a receipts and disbursements report. Contractor's System shall have the ability to generate a trial balance report and an outstanding check report. Contractor's System shall have the ability to generate a stale check report and a stop payment report. Contractor's system shall have the ability to generate a void and outstanding check report. Contractor's System shall have the ability to generate a report by payment type, including but not limited to Check, ACH and Wire.

SC-16.08 Financial Information

Contractor's System shall have the ability to query financial information by Ward, case manager or bookkeeper. Contractor's System shall have the ability to run a report on Wards approved for Medicaid spend down. Contractor's System shall have the ability to run a report on changes in Ward assets, including but not limited to liquidation.

SC-16.09 Aging Reports

Contractor's System shall have the ability to run an aging report on length of time taken to process a benefit application. Contractor's system shall have the ability to run a report by Ward on public versus private insurance. Contractor's System shall have the ability to run an account listing by month and to run an outstanding fees report.

SC-16.10 Real Estate Reports

Contractor's System shall have the ability to report on different receipt types, including but not limited to real property, personal property and miscellaneous. Contractor's System shall have the ability to format any report to comply with court and legal guidelines.

SC-16.11 Value of Property

Contractor's System shall have the ability to report on the value of real estate, per Ward. Contractor's System shall have the ability to report on the number of Wards discharged and the reason for discharge. Contractor's System shall have the ability to run an aging report on outstanding work requests.

SC-16.12 Fees Generated

Contractor's System shall have the ability to run a fees generated report and to generate a Ward personal inventory report. Contractor's System shall have the ability to generate a social worker listing report by Ward and type, including but not limited to, in community, in nursing home and estate only.

SC-17 TECHNOLOGY SOLUTION PLAN

SC-17.01 System Administration Tools

Contractor's System's administration tools shall be contained within the software package. Administrative level users will have access to client archiving, user profiles, password reset functions, drop down value management, and system settings including but not limited to hourly rates, chart of accounts and system color schemes. Contractor

shall provide online help documentation as well as access for administrative users to Contractor's support desk website where they can view ticket information and history.

SC-17.02 Remote and Mobile Access

Access to Contractor's System shall be available to authorized users from any internet connection. Access shall be able from tablets, laptops, smart phones and other mobile devices.

SC-17.03 Network and Application Management

Contractor shall provide access to the System using WAN with standard internet access.

SC-17.04 Search

Contractor's System shall allow Users to search on any field in the System. Search capability shall be available alphabetically and chronologically ascending and descending. The System shall be able to perform searches to return the closest match or any records which contain the criteria within the string.

SC-18 DATA CONVERSION

18.01 Initial Conversion

Contractor shall take a snap shot of the entire Computer Trust Database Files and import all of the Data Files into a Raw SQL Database. The Raw Database shall have every Table and Record from the Existing Computer Trust application. Contractor will then provide record counts to the Project Team.

18.02 Conversion Routines

Contractor will create conversion routines to convert the Raw SQL Data to a production Database. Contractor shall create a separate conversion routine for each table, including but not limited to Account Codes, Health Records, Case Management, Inventory, Vendors, Transactions and Users. Contractor will then convert all of the available data and work with the Users to first balance all of the Wards in order to ensure that the System has exactly the same balance as the Computer Trust application.

18.03 Verify Data

Contractor shall work with the Users to verify that all of the Computer Trust data, including but not limited to Names, Addresses, notes and important dates. Contractor shall perform this process multiple times until it can ensure OPG that the System contains all of the current data and that every Ward account is balanced.

SC-19 DATA SECURITY

SC-19.01 Violation Reporting

Contractor shall notify the OPG immediately of any suspicious or abnormal login activity. On a monthly basis, Contractor shall provide the OPG with a report that shall include, but not be limited to, Logon ID, Terminal ID, date and time, and name of file attempted

to access for each incident.

SC-19.02 Automatic Log Out

Contractor's System shall automatically log out a terminal after predetermined periods of inactivity and shall require at least the password to be verified before granting continued access. This shall prevent unauthorized access to unattended terminals. Contractor will work with OPG to determine appropriate automatic time-out thresholds.

SC-19.03 Data Security

Contractor's System shall provide data security by the operating system, or a security package, which shall be an extension of the operating system. The security package shall provide protection for all resources defined to the System, including but not limited to users, files, transactions, and devices. The security package shall provide the capability to establish groupings of users who have similar access capabilities, for ease of maintenance, and reporting of user access capabilities.

SC-19.04 Application Level Security

Contractor's System's application level security shall be provided to ensure proper segregation of duties and control of sensitive functions within the System. All data access within the application shall be restricted using the Contractor's System's user/group security module. In this module, restricted data and functionally shall be hidden from the user. These restrictions shall apply to all functions within the application.

SC-20 TRAINING

SC-20.01 General

Contractor shall provide sufficient training to educate County Users to use and operate the System and its Components, in accordance with a flexible training schedule that appropriately takes into account the dates of specific Installations, Project timelines, and the ability of the Users, in light of their official duties. Such schedule shall be proposed in a timely manner by Contractor and must be approved in advance and in writing by the County. Once approved, such training schedule shall be incorporated into the Project Plan.

SC-20.02 Timeframe

Contractor shall conduct training approximately one month prior to the Go-Live date and initially after Go Live, on site and in person.

SC-20.03 User Training

Contractor shall provide two sessions of training: one will focus on generally system functionality and the second will focus on role-specific tasks. During the Go-Live week, Contractor's staff will hold review sessions that will allow Users to drop in and have specific questions addressed. Contractor shall provide two trainers for a total of two weeks of training over approximately 160 hours. The cost of training is included in the Contract. Training sessions shall include but not be limited to general overview, case manager training and accountant training.

SC-20.04 Staff Training

Contractor shall hold a training session specifically targeted at administrative and executive level users. Contractor shall cover the basics of System access and navigation as well as demonstrate administrative functions and executive type reports.

SC-20.05 Documentation

Contractor shall prove an electronic Help Manual via a link in the application as well as “GRGs” – Quick Reference Guides for everyday tasks including but not limited to Inserting Payment Requests, Inserting Case Notes and searching for a Ward. Contractor shall also make tutorial videos accessible from the System.

SC-21 DISASTER RECOVERY

Contractor shall provide a state of the art infrastructure utilizing innovative architectural and engineering approaches to disaster recovery. Contractor shall provide the highest percentage of uptime possible. Contractor is prepared for 5 levels of disaster which could affect the County’s accessibility to the Contractor’s System. Contractor’s response shall be as follows:

SC-21.01 Level 1 – Single EC2 instance Down

Action 1: Initial response is to re-boot instance and restore service. If instance will not reboot and cannot be accessed then Action 2 will be pursued.

Action 2: A new AMI (Amazon Machine Image) is spun up from a snapshot of the production AMI and existing EBS volumes are attached.

Result: In the case of a level 1 disaster, the County will experience no more than 2 hours of down time with no data loss when service is returned.

SC-21.02 Level 2 - Amazon Availability Zone Down for Extended Time

Action: Contractor will boot new AMI in alternate zone within the same Region. Contractor will then configure EC2 and restore data from hourly backups from S3.

Result: County will experience no more than 6 hours of downtime and no more than 2 hours of data loss.

SC-21.03 Level 3 - AWS Region Inaccessible

Action: Contractor will spin up a new AMI in new region. The AMI will be configured to production specifications. Data will be restored from hour backups in S3.

Result: County will experience no more than 12 hours of down time and no more than 2 hours of data loss.

SC-21.04 Level 4 – AWS Gone

Action: Contractor will configure instances on new hosting infrastructure. Data will be restored from nightly offsite back up.

Result: County will experience no more than 72 hours of downtime and no more than 24 hours of data loss.

SC-22 SYSTEM SUPPORT AND MAINTENANCE

SC-22.01 System Maintenance

System Support and Maintenance Services are being purchased pursuant to this Contract and pursuant to the terms in Exhibit 6. Contractor will begin providing Support and Maintenance Services upon the first day of the month following the month when Contractor's System goes live. Contractor will not bill the County for System Maintenance or Support services until December 1, 2014. Contractor shall warrant that during all time periods in which Contractor is providing Maintenance Services to the County, Contractor shall maintain the System, and all Components thereof, in good operating condition and in accordance with the applicable approved Acceptance Testing Criteria, the Specifications and Documentation, and the other applicable requirements of this Contract. Contractor shall warrant that it shall dedicate a sufficient number of qualified personnel and Spare Equipment at all times to ensure that repairs or preventative maintenance shall be accomplished within the parameters established in the System Innovators' Software Support Agreement.

SC-22.02 Onsite Support

Contractor's project team members shall be on site for several weeks after the Go-Live date to ensure that all OPG staff knows how to perform their duties on the System. Contractor shall be able to maintain the servers, tune the System and optimize the application remotely.

SC-22.03 Telephone Support

Maintenance Services shall be provided by telephone Monday-Friday, 7 a.m. to 5 p.m. Pacific Standard time, excluding nationally recognized holidays. The average time for the Contractor to answer the telephone shall be no longer than 5 minutes. Contractor's help desk will have the ability to leave a voice mail message. Average call back time shall be under 30 minutes.

SC-22.04 Normal System Support

Contractor shall provide Normal System Support under the parties' Software Maintenance Agreement, which is attached as Exhibit 6. Normal system support shall include but not be limited to the following:

- Adding/Removing drop down values
- Password reset help
- Minor training on specific areas of the System
- Report modification
- Basic Report Creation
- Adding a field
- Creating a View
- Pulling statistics

For a request to qualify as beyond normal support and subject to charges, it must be estimated to take more than 50 hours of time, and not be a system bug but a request for a new functionality.

SC-22.05 Outage Notification

Contractor shall respond within 15 minutes to the County’s report of an outage. After access has been restored, Contractor will provide the County with details of the cause of the outage upon the County’s request.

SC-22.06 Software Services

Contractor shall provide the following services at the following levels:

SC-22.07 Request Priority

Contractor shall provide support pursuant to the following categories:

<i>Support Request Category</i>	<i>Definition</i>
<i>Configuration Changes</i>	<i>Existing field label or attribute changes</i>
<i>Maintenance</i>	<i>Defined to be any work required to keep the system functioning as delivered. This includes applying bug fixes, system patches, data value based modification, scheduled releases, database monitoring and tuning, and making any updates considered to be routine.</i>
<i>Enhancements</i>	<i>Changes that require new database fields, or modification to existing application objects: Modules, Screens, New Fields, New Values. Enhancement requests will be evaluated, prioritized and quoted individually.</i>

SC-22.08 Escalation Options for Normal Support Requests

Support requests will be assigned a priority in accordance with the following table:

Priority Level	Reason	Example
Urgent	Multiple Resources (people/processes are down)	Application Server Down Router/Switch Down DNS Server Down
High	A single user or a group is impacted but is not down	(single)- cannot login (group)- application bug
Medium	A single user is impacted but not down A single user is somewhat impacted by the issue A group is somewhat impacted by the issue	Application enhancement request Code Table Change Request Workflow Change Request
Low	A single user is somewhat impacted by the issue	Application enhancement request Workflow Change Request

SC-22.09 Request Priority Response Time

Reponses to requests shall fall within the following times:

Priority Level	Acknowledgement	Problem Diagnosis	Resolution Time
Urgent	5 Minutes	30 Minutes	2 Hours
High	5 Minutes	30 Minutes	Workgroup-2 hours
	5 Minutes	30 Minutes	Individual User – 4 Hours
Medium	5 Minutes	1 Hour	24 Hours
Low	5 Minutes	4 Hours	48 Hours

SC-22.10 Support Level Definitions

Level-1:

Level-1 support is the first line support. The responsibilities of this tier shall be:

- To be available to answer user calls during normal operation hours.
- To be able to help users with any usability issue that is covered in either training manuals or user and system documentation.
- To document all issues that are reported, and see the issue through to resolution.
- To interface with tier-2 support when issue cannot be resolved at the tier-1 level.

Level-2:

Level-2 support shall be responsible for handling any calls that Level-1 does not have the knowledge or technical ability to handle. This level of support shall investigate the

issues in more detail and determine whether the issue is a system problem or a user training issue.

The responsibilities of this tier shall be:

- Perform analysis to determine whether it is a user training issue, system configuration issue, or a system problem / bug.
- Work with Level-1 support if the issue is a training or system setup issue.
- Work with Level-3 support if the issue is a system problem or bug.

Level-3:

Level-3 support shall be responsible for handling all issues that are determined to be system problems / bugs. The responsibilities of this tier shall be:

- Coordinate with tier-2 support to understand and further document the issue.
- Perform detailed analysis of the issue, working with the appropriate development team members when needed.
- Determine the appropriate course of action to mitigate the issue.

Level-4

Level-4 support shall handle issues beyond the scope of Level-3. The responsibilities of this tier shall be:

- Support the toolkit upon which all applications are built
- Maintain servers, URLs, Web Services and Data Bases required to adhere to the availability of the production environment.

SC-22.11 Online Knowledgebase

Contractor shall provide an online forum associated with its help desk. Any User shall be able to submit a topic. Each application shall have its own library of online documents, tutorials and Frequently Asked Questions.

SC-22.12 Unlimited Calls

Contractor shall not limit the number of end users who may call or email Contractor's support team.

SPECIAL CONDITIONS – LEGAL TERMS

SC-23 LICENSE

A. Licensed Software; License Grant

Contractor hereby grants to the County a non-exclusive, permanent, irrevocable, non-transferable, paid-up, and royalty-free license and right to use the Software in accordance with this Contract.

B. Additional License Terms

Notwithstanding Section A above, the County has entered into a Software License Agreement (Agreement) with Contractor and is attached as Exhibit 5. This Agreement is incorporated into the Contract. Notwithstanding the terms of any license agreement issued by a manufacturer or supplier, as between the parties to this Contract, Contractor shall ensure that all Software is warranted in all of the respects set forth in Section 26, Representations, Warranties and Disclaimers, and that the County obtains a perpetual, irrevocable, non-exclusive, non-transferrable, paid-up and royalty-free license and right for the County to use the Software in accordance with this Contract.

C. Scope of Use

Without limitation, the County may access and use the Software for all business purposes in connection with the Cook County Public Guardian's operations.

D. Back-up and Archival Copies

The County shall have the right to make such back-up and archival copies of the Software as are reasonably sufficient to support its use of the Software. The County shall not copy, share, lease, loan or otherwise make the Software available for use by others, nor use the Software in any manner other than as provided herein. The County shall make no modification to the Software without the Contractor's express written approval.

SC-24 THE PROJECT

SC-24.01 ENGAGEMENT

A. Requests

The County desires to modernize its current case management system with a Web-Based, Case Management and Fiduciary Accounting System ("System") that will provide the most cost-effective, technologically sound, scalable, state-of-the-art Case Management and Fiduciary Accounting System that will improve the processing of guardianship related activities. The County also desires to obtain certain related training, maintenance, and other services. The County has described the requirements for such a System and for such related services in its Request for Proposals.

B. Responses

Contractor hereby affirms: (i) that Contractor possesses skills and experience consistent with Contractor's position as a leader in the industry in implementing , Case Management and Fiduciary Accounting System and software applications of the types required by the County; (ii) that Contractor is a timely, competent, qualified, experienced provider of the types of related services that are required by the County, and that Contractor is experienced in providing these types of services to governmental entities of a similar nature and size as the County; (iii) that Contractor has sufficient highly qualified personnel available that it shall assign to perform under this Contract so that such performance will be completed

within the timeframe, and in accordance with the other requirements, set forth in this Contract; and (iv) that all of Contractor's technical personnel who will be engaged in any material performance under this Contract shall have achieved any applicable certifications that are required or appropriate for the respective tasks and duties to which they are assigned. Contractor has advised the County that it can fulfill and satisfy the County's requirements, and can provide general project leadership skills, highly qualified and experienced personnel, industry-specific knowledge, and best practices, and sound professional advice to the County, in connection with the County's project regarding the System and related services, and Contractor has set forth various representations as to its credentials, experience, and ability to do so in its Response to the County's Request for Proposal dated March 16, 2012, as well as in Contractor's subsequent clarifications, supplemental documents, Contractor's Disaster Recovery Plan and Contractor's Statement of Work (collectively, the "Responses").

SC-24.02 Description of Project

Contractor's Project Phases shall operate as individual projects with activities, deliverables and timing, but will be integrated at critical points throughout the project. This integration shall occur through the project management and activities within each Project Phase, as described in this section. Contractor's Project Phases shall be as follows:

A. Project Initiation

During the course of the Project Initiation Phase, Contractor shall:

- Assign a project team, which shall include: Project Manager, Technical Lead, Data Conversion Lead and Report Lead
- Communication pathways are defined
- Project milestones are defined and tentative due dates for milestones are set
- Development environment is deployed

B. Specification Discovery

During the course of the Specification Discovery Phase, Contractor shall:

- Define in detail the changes required to make the System conform to OPG's requirements.
- Regular internal and full project team meetings will be held.
- Decisions will be made about how the System can best be configured and customized.
- A Go Live check list will be developed, which will contain the core functions which constitute the base functionality.
- A Customer Sign off Checklist will be developed, which will be used during testing.
- Initial data conversion begins. Application interfaces are defined.
- Information is gathered on System reporting Requirements
- User roles are defined.

- A specification document is produced which describes system modifications to be made during the next phase.
- Contractor will define the gap between the existing system and what will be deployed into production

C. Application Development

During the course of the Application Development Phase, Contractor shall:

- Configure and Customize the System to meet the specifications defined during the previous Phase.
- As modifications are made, they are demonstrated to OPG to ensure they meet expectations.
- If changes become necessary, the specification document shall be updated and System changes are implemented.
- All changes shall be coordinated with data conversion effort as well as report development.
- Data conversion mapping is finalized

D. Testing

During the course of the Testing Phase, Contractor shall:

- Find and eliminate any bugs and ensure the System meets the Contract requirements.
- Contractor testing will be organized and executed. A test plan will be developed. All issues will be tracked and resolved.
- End user testing shall involve OPG project team members.
- After thorough testing, additional System configuration will be performed, reports updated and conversion routines tweaked to eliminate problems found during testing.
- Server performance, connection bandwidth and all other technical issues shall be addressed and resolved during this Phase.

E. Go Live Preparation

During the course of the Go Live Preparation Phase, Contractor shall:

- Final preparations are completed to ensure a smooth transition to live use.
- Each end User will receive general System training as well as job specific functional training. Training shall include hands on worksheets as well as scenarios which mirror real world scenarios.
- Go Live Check List is signed off.
- Go Live Support is scheduled to ensure that sufficient staff is available on site each day. F
- Final Data capture is performed. Go Live conversion is completed over a weekend.

- The System is switched from Contractor’s development environment to the production environment and the System is officially Live.

F. Live Support

During the course of the Live Support Phase, Contractor shall:

- A large initial support effort is made to ensure a smooth transition.
- Additional training is scheduled to address problem areas.
- Go Live is scheduled. Contractor’s staff shall be on site for the first week, and several days during the second week.
- Contractor’s staff shall be on site for the first beginning of the month large batch processing.
- Issues that arose during the first few weeks are tracked and resolved.
- Once all issues are resolved, County will sign off on the project.
- Users are transitioned to Contractor’s normal support channels.

SC-24.03 Project Management

Contractor shall, at all times during the Project, furnish efficient business administration and project management services with respect to the Project, and appropriately supervise all work performed as part of the Project, as necessary and appropriate to complete Installation, Data Conversion, Implementation and Integration of the System in a timely manner, in accordance herewith. Contractor shall cooperate fully and promptly with the County in every aspect of the Project. Contractor shall provide a dedicated project manager, who shall meet weekly with the County’s designated Project Manager for purposes of, including but not limited to: identifying and tracking the progress and scope of the Project and resolving issues that may arise. Contractor shall supply the County’s Project Manager with all information and reports requested, at the times, and with the frequencies and formats, requested by the County’s Project Manager.

SC-24.04 Non-Exclusivity

Without limiting the County’s obligations hereunder, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, any type of products or services in any way similar or related to the Components, the System, or the Services to be provided by Contractor hereunder or any other products or services. Contractor shall not interfere with either the County or any such third party from whom the County obtains any such products or services.

SC-25 ACCEPTANCE PROCEDURES

SC-25.01 Pre-Installation Testing

Contractor shall perform and document thorough pre-installation testing of all Components, in accordance with the Project Plan. Contractor shall, prior to their Installation, return any “off-the-shelf” Components that fail such pre-Installation testing, promptly replacing them with, and Installing, replacement Components that successfully pass such pre-Installation

testing. Once such pre-Installation testing and the Installation of any given Component (or, as applicable, any related set of Components) has successfully been completed, and such Component is ready for acceptance testing, in accordance herewith, Contractor shall promptly notify the County thereof in writing.

SC-25.02 Procedures for Acceptance Testing

All Components, the System, and each of the Deliverables shall be provided to the County by Contractor in conformance with all of the requirements, specifications, Acceptance Testing Criteria, and time schedules set forth or referenced in this Contract. Contractor shall perform thorough and adequate testing of each Component (or set of Components, or the System, as applicable) against all applicable County-approved Acceptance Testing Criteria to verify that such Component, and the Installation, Implementation, and Integration of such Component (or, as applicable, such set of Components, both individually and collectively, or the System), complies therewith in accordance with the requirements of this Contract. Contractor shall provide the County with the results of this testing and, unless otherwise agreed, shall demonstrate to the County the required compliance. Following the provision of such test results and such demonstration, if applicable, to the County, the County shall have ten (10) business days in which to review such results, to perform such additional testing as it deems necessary or appropriate, and to, in accordance with the provisions set forth below, either issue its Acceptance or reject such Component (or, as applicable, such set of components, both individually and collectively, or the System).

SC-25.03 Issuance of County Acceptance

If the County determines during such review and testing that such Component (or, as applicable, such set of Components, both individually and collectively, or the System), as Installed, Implemented, and Integrated by Contractor, performs without Material Errors and meets or satisfies all applicable Acceptance Testing Criteria during the applicable Acceptance Period, then the County shall notify Contractor in writing that the County has issued its Acceptance of such Component or, as applicable, such set of Components, both individually and collectively, or the System.

SC-25.04 Deficiencies Identified by County

If it is discovered or demonstrated during such review and testing that any Material Errors with respect to such Component (or, as applicable, such set of Components or the System) have occurred or that any of the Acceptance Testing Criteria have not been fully satisfied, the County shall deliver to Contractor a written report describing the failures or deficiencies in reasonable detail, within the ten (10) business day period of testing described above. Contractor shall correct any such failures or deficiencies within ten (10) business days (or such other period of time as is reasonably and mutually agreed to by the parties in writing) after receiving any such report and shall notify the County in writing when such corrections are completed. The County may then re-test the Component(s) or System, in accordance with the process set forth above in this Section, for an additional period of ten (10) business days (or such other period of time as is reasonably and mutually agreed to by the parties in writing), and the determination, notification,

and correction process described above in this Section shall be repeated, until all failures and deficiencies have been corrected.

SC-25.05 Omitted Test Criteria

Unless specifically provided otherwise in the Acceptance Testing Criteria, the Acceptance testing performed for each Component (and each set of Components) that constitutes Software that is developed hereunder shall include testing to the County's reasonable satisfaction in each of the following regards: (a) unit testing (i.e., individual testing of each feature, function, action, and capability); (b) system testing (i.e., testing of the applicable Components with the portions of the System that have been completed, confirming the successful integration of such Components with and into the System); and (c) volume or stress testing (i.e., testing of the applicable Components, portion of the System, or the System as a whole, under peak conditions to measure response time and such Components and the System's performance under load).

SC-25.06 Acceptance of Deliverables

The County shall also have the right to review and test each Deliverable that is to be provided by Contractor to the County that is not a Component, to determine whether such Deliverable conforms to the applicable Acceptance Testing Criteria and whether the County shall accept or reject such Deliverable. Such right shall be exercisable by the County upon receiving written notification from Contractor that such Deliverable is ready for review and testing (which notification Contractor shall provide in a timely manner) and that such Deliverable at least meets or satisfies all Acceptance Testing Criteria. Acceptance testing of Deliverables shall follow the procedures set forth above in this Section with regard to Components and the System.

SC-25.07 No Waiver of Defects Not Discovered

Notwithstanding anything to the contrary set forth in this Contract, no issuance of the County's Acceptance of any Component, Deliverable, or the System shall be deemed to waive any right or remedy of the County under this Contract, at law, or in equity or with regard to any defect not discovered during Acceptance testing. Unless expressly provided otherwise herein, payment for the achievement of any given Milestone shall not be due, payable, or made unless and until the County issues its Acceptance, in accordance with the provisions of this Section 5, with respect to each of the Components, Deliverables, and portions of the System that are applicable to such Milestone (both individually and, in the case of a set of Components or the System as a whole, collectively).

SC-25.08 Rights of County upon Failure to Achieve Acceptance

The County shall have the right to terminate this Contract for cause in the event the Component, Deliverable or the System fails to achieve Acceptance within a reasonable time after Acceptance Testing is commenced with respect to such Component, Deliverable, or the System.

SC-26 REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

SC-26.01 Organization and Standing

Contractor represents that it is duly organized, validly existing, and in good standing under the laws of the State of its principal place of business. Contractor further represents that Contractor is duly qualified to transact business in, and is in good standing under the laws of, the State of Illinois.

SC-26.02 Certification of Qualification (Cook County Ordinance Chapter 10, Section 7)

Contractor represents that it and each of the subcontractors and material suppliers that it shall engage hereunder has not, and warrants and covenants that they shall not have, during the three (3) years immediately prior to the respective applicable date of first providing Services hereunder: (i) been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or, (ii) made an admission of guilt of such conduct as is described in the foregoing clause (iii) which is a matter of record, but has not been prosecuted for such conduct.

SC-26.03 Non-Debarment Certification

Contractor represents and certifies that neither it nor any subcontractors or material suppliers that Contractor currently intends to engage or utilize hereunder, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or the Project by any federal agency or department.

SC-26.04 Corporate Power

Contractor represents that it has the requisite legal and corporate power and authority to enter into this Contract, to grant the rights that it purports to grant in this Contract, and to carry out and perform its duties and obligations under the terms of this Contract, and that such entry, granting, and performance does not and shall not violate or constitute a conflict of interest with the rights of any third party or constitute a default or breach (or an event which, with the passage of time or giving of notice, would constitute a default or breach) of any agreement by which Contractor or any of its personnel or subcontractors performing Services in connection with this Contract are bound.

SC-26.05 Pending Actions and Claims

Contractor represents that there is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, or against any of its current subcontractors, in any court, or before any governmental, agency or regulatory authority or instrumentality, domestic or foreign, or before any arbitrator or mediator of any kind, the determination of which might adversely affect the County's and the Permitted Users' use of, or right to use, the System or any Component or which would otherwise restrict or limit Contractor's performance under this Contract.

SC-26.06 Services

Contractor warrants and covenants that all Services shall be performed in a timely, competent, professional, and workman-like manner by qualified personnel, in accordance with the specifications for the System and all of the terms, conditions, and requirements of this Contract, and that all services that require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and, if and as required, appropriately certified by all applicable manufacturers and suppliers and appropriately licensed by all applicable governmental or regulatory bodies or agencies.

SC-26.07 Materials and Workmanship

Contractor warrants and covenants that its manufacture or selection of Components, and their design and workmanship, and the workmanship of Contractor and the design of any Deliverables that Contractor shall supply as part of the Services performed hereunder, shall result in a System that, as of the Final Acceptance Date, shall meet the County's requirements. Such warranty shall begin as of the Final Acceptance date and shall continue for ninety (90) calendar days.

SC-26.08 Contractor Capable of Performance; Contractor's Expertise

Contractor represents that the performance of the Services, and the successful completion of the Project, as described in this Contract, are feasible and capable of being performed and completed in accordance with all provisions and requirements of this Contract. Contractor represents that it can, and warrants and covenants that it shall, perform, or cause to be performed, all of its duties and obligations as set forth in this Contract in accordance with the provisions and requirements of this Contract.

SC-26.09 Conformity and Compatibility

Contractor warrants and covenants that, as of the Final Acceptance Date, all Components provided by or on behalf of Contractor hereunder shall be fully compatible with each other, and shall operate, both on a component-by-component basis and as an integrated System, in all material respects in accordance with all requirements and specifications set forth in this Contract, in the Acceptance Testing Criteria, and in the applicable Documentation and Specifications.

SC-26.10 Documentation

With respect to any given Component, Contractor shall provide to the County, before or at the time of Installation of such Component, whatever Documentation is provided by the Component's manufacturer (regardless of whether the manufacturer is Contractor). Contractor warrants and covenants that (i) the Documentation provided to the County with respect to each Contractor Component shall be all the Documentation provided by the Contractor Component's manufacturer if such manufacturer is not Contractor, and, if the Contractor Component's manufacturer is Contractor the Documentation shall be reasonably complete and shall accurately describe the use and operation of the Contractor Component so that a reasonable authorized User of the Contractor Component shall be able to use such Documentation to access, use, and operate

such Contractor Component for all intended purposes; and (ii) any updates or enhancements to such Documentation shall be of at least equal quality than the initial Documentation provided by Contractor with respect to such Contractor Component and shall be delivered to County at the same time as the related enhancements or updates to the applicable Contractor Components are delivered.

SC-26.11 Disabling Devices

Contractor warrants and covenants that, as of the Installation by Contractor, the Components, the Deliverables, the Materials, the Documentation, and the results of the Services, shall not contain any virus, timer, clock, counter, time bomb, or other instruction, routine, or harmful code designed to erase data or programming or to cause them to become inoperable or otherwise incapable of being used in the full manner for which designed and created. Contractor further warrants and covenants that all Components that constitute Software shall be compatible with current major commercially available virus protection programs.

SC-26.12 Component Warranties

Contractor warrants that as of Installation by Contractor, all Components of the System shall function in accordance with the requirements of this Contract, the applicable Acceptance Testing Criteria, and the applicable Specifications and Documentation, and shall be fully compatible, and function interoperably, with each other and with the County's WAN.

SC-26.13 Manufacturers' Warranties

Contractor warrants and covenants that all Services shall be performed by appropriately certified technicians, and in such a manner, so as not to void or otherwise limit any applicable manufacturer's or supplier's warranties or maintenance obligations with regard to any of the Components. If any such manufacturer's or supplier's warranties or maintenance obligations are so voided or limited as a result of work being performed by Contractor hereunder, Contractor shall be responsible for servicing or, if necessary, replacing the applicable Component at no cost to the County, throughout what would have been the remaining warranty or maintenance period, notwithstanding any termination or expiration of this Contract. Contractor warrants that all Equipment shall meet the County's specifications.

SC-26.14 Third Party Products

Contractor hereby assigns to the County all warranties, indemnities, and other commitments that Contractor has obtained or shall obtain from the manufacturers and suppliers of, and which are otherwise applicable to, any Third Party Products purchased or licensed by the County from or through Contractor hereunder, to the fullest extent that the foregoing may be so assigned. Contractor warrants and covenants that it shall exercise commercially reasonable efforts to enforce on the County's behalf any such warranties, indemnities, and other commitments, to the extent that they cannot be so assigned, as necessary or appropriate at any time during which such warranties, indemnities and other protections are in effect. Contractor further warrants and covenants that it shall, at all such times, reasonably work with and

coordinate the efforts of such manufacturers and suppliers to ensure that the County promptly obtains any required warranty or other service.

SC-27 FINANCIAL TERMS

SC-27.01 General

Subject to the terms of this Contract, Contractor shall provide, and the County shall make payment to Contractor for, all Software, Services, and Deliverables in accordance with the schedule of charges set forth in the applicable Statement of Work. The County shall only be responsible for making payments for Services which have actually been supplied to County by Contractor and for Equipment and Software which have been ordered as set forth below.

SC-27.02 Payment Milestones

The parties have identified certain events as Milestones for purposes of the County's payment responsibilities under this Contract. With respect to those events, Contractor shall be entitled to invoice the County, and the County shall be obligated to make payment to Contractor, upon completion by Contractor of the Services, and Acceptance by the County of the Components and Deliverables, associated with, or otherwise upon the occurrence of the events comprising, each Milestone. Invoices requesting payment for specific Milestones shall be accompanied by a copy of the County's Acceptance signoff applicable to the relevant Milestone. The Milestone Payment Schedule attached as Exhibit 2.

SC-27.3 Invoices

All invoices shall be submitted by the Contractor on County Form 29A, in triplicate, to the CIO, consistent with the provisions immediately above. The County shall make payment to the Contractor

SC-28 SOURCE CODE REPOSITORY

SC-28.01 Deposit

Within ninety (90) days after the Effective Date of this Contract, Contractor shall provide the application code for the Off-the-Shelf Licensed Software known as PG Pro Web to the County. The Contractor shall continue to provide the application code to the County on a monthly basis. Contractor shall zip the code up in a password-protected file and place in on Contractor's FTP site. Contractor shall also place regular database backups in the same folder. There shall be no extra cost to the County for providing the application code.

The County may, subject to any license restriction, proprietary rights protection, and other County obligations specified in this Contract, use such application code for the sole purpose of supporting its use of the Licensed Software as expressly permitted under this Contract and for no other purpose whatsoever.

SC-29 Security Management Plan

Contractor agrees to follow and abide by the provisions of the Security Management Plan, attached hereto as Attachment A.

ATTACHMENT A
SECURITY MANAGEMENT PLAN

Confidentiality

1. Contractor acknowledges that, upon execution of this Agreement and solely by reason of its employment by the County, Contractor may come into possession of, have knowledge of, or contribute to the Confidential Information. Contractor shall ensure case data and related information are maintained in a confidential manner in accordance with HIPAA regulations. Contractor understands and agrees to the following confidentiality requirements:
 - a. All of the Confidential Information is a valuable asset of the Public Guardian and is, will be and shall, at all times, remain the sole and exclusive property of the Public Guardian.
 - b. But for Contractor's employment by the County to provide data processing services to the Public Guardian, the Confidential Information would not have been disclosed to Contractor.
 - c. Contractor shall, at all times, hold the Confidential Information as secret.
 - d. Contractor shall not authorize or open any user accounts or modify or delete any existing user accounts on behalf of the Public Guardian without the prior, written authorization of the Public Guardian or his/her designee.
 - e. Contractor shall neither directly nor indirectly cause or permit the exploitation, copying, or summarizing of any of the Confidential Information, except in the performance of Contractor's data processing services for the Public Guardian or as otherwise directed by the Public Guardian.
 - f. Each month during the term of this Agreement, or more often if needed, Contractor shall provide the Public Guardian with audit reports detailing any and all transactions performed that pertain to the security and accessibility of Public Guardian records. Such transactions include, but are not limited to, the following: provisioning of new or modification or deletions of existing user accounts; privileges granted or deleted as well as the name of the Public Guardian

authorizer; and all user transactions (including those of administrators) accessing Public Guardian data.

- g. Contractor understands that the Public Guardian operates very publicly and that, in order to protect the Public Guardian operations, intergovernmental relations, and goodwill, Contractor must maintain and preserve all of the Confidential Information and knowledge of that Confidential Information as unavailable to the Public Guardian 's vendors, other branches and agencies of government, other entities with whom the Public Guardian does business, and the general public. Contractor shall make no exceptions to this confidentiality without the prior written approval of the Public Guardian.
- h. The Public Guardian derives its institutional integrity from an institutional independence, impartiality, and appearance of impartiality in the community by maintaining the Confidential Information and knowledge of that Information as secret and unavailable to the Public Guardian's governmental counterparts and the general public.
- i. Upon termination of Contractor's employment by the County on behalf of the Public Guardian with or without cause, Contractor shall immediately deliver or cause to be delivered to the Public Guardian all of the Confidential Information in Contractor's possession or control, including, without limitation, originals or copies of all documents, whether in printed or electronic form, reflecting or referencing the Confidential Information, as well as all of the materials furnished to or acquired by Contractor as a result of or during the course of Contractor's employment by the County on behalf of the Public Guardian.
- j. The restrictions and limitations contained in this Paragraph 1 are reasonable as to scope and duration and are necessary to protect the Public Guardian 's proprietary interests in its Confidential Information and to preserve for the Public Guardian the advantages derived from maintaining that Information as secret.
- k. In the event that any of the restrictions and limitations contained in this Paragraph 1 are deemed to be unreasonable or to otherwise exceed the time and/or

geographic limitations permitted by applicable law, such provisions of this Paragraph 1 shall be reformed to the maximum time and/or geographic limitations permitted by applicable law.

- l. Contractor shall manage and maintain the Confidential Information strictly in accordance with the terms of this Agreement.
- m. The County is materially relying on each of Contractor's representations and agreements in offering employment to Panoramic.
- n. The failure of the County, the Public Guardian, or Contractor to insist upon strict performance of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of the right to demand strict compliance in the future. No waiver, express or implied, of any breach or default in the performance of any obligation of this Agreement shall constitute a waiver of any other breach or default in the performance of the same or any other obligation of this Agreement.

Definitions.

- A. "Confidential Information." The term "Confidential Information," as used in this Agreement, means all information or material not generally known to the public: (a) the disclosure of which could be detrimental to the interest of the Public Guardian; and (b) that is owned by the Public Guardian or in which the Public Guardian has an interest or Contractor has been informed by the Public Guardian or otherwise knows or should know is considered to be confidential and proprietary to the Public Guardian; (d) that is required by statute, court rule, or court order to be sealed, impounded, or otherwise confidential and to which public access is prohibited or otherwise limited. Confidential Information includes, without limitation, the following types of information (whether in printed or electronic form or not reduced to writing): proposals, tapes, printed or electronic file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, research and development procedures and test results, marketing techniques and materials

and plans, budget data and analyses, administrative policies, business plans, consultant identities and agreements, and Contractor's files. Confidential Information also includes databases containing Public Guardian data, applications used to maintain Public Guardian Data, and any information described above which the Public Guardian obtains from its employees, vendors, consultants, other branches or agencies of government, or any other party and which the Public Guardian treats as confidential, whether or not owned or developed by the Public Guardian.

- B. "Case Data", as used in this Agreement, means any and all electronic records stored on Contractor's server appliance, including any printed versions thereof. Such electronic records include, but are not limited to, case record data kept and maintained for the Public Guardian.

- C. "Processing", as used in this Agreement, means the computing, manipulation, processing, maintenance, and storage of data supplied by the Public Guardian in accordance with the provisions set forth in the this agreement.

- D. "Processing Services", as used in this Agreement, means processing (as defined in (C) above), printing and mailing, if the data is to be delivered in a hard copy format, and creation of an electronic data file and electronic data delivery, including e-mail or access to Contractor's file transfer protocol (ftp) site, if the data is to be delivered electronically.

HIPAA Data Standards

Panoramic Software Inc. complies with HIPAA Electronic Personal Health Information Standards.

Administrative Safeguards

Panoramic Software Inc. shall review its HIPAA administrative processes and documentation quarterly. These include

- Security Management Processes
- Workforce Security
- Information Access Management
- Security Awareness Training
- Security Incident Procedures

- Contingency Planning

Physical Safeguards

Panoramic shall review its physical safeguards semiannually. These include:

- Facility Access Controls
- Workstation Use
- Workstation Security
- Device and Media Controls

Facilities

Panoramic employees shall be required to abide by our internal security policy. The policy requires all PHI is stored in a secure location on an encrypted volume protected by a strong password.

Technical Safeguards

Panoramic shall constantly monitor and upgrade its Technical Safeguards. Toolkit releases shall be made monthly or better.

- Access Control
- Audit Controls
- System Integrity
- Person or entity Authentication
- Transmission Security

EXHIBIT 2

MILESTONE PAYMENT SCHEDULE

MANAGEMENT AND TECHNICAL DELIVERABLE SCHEDULE

PHASE	DELIVERABLES	AMOUNT DUE
Project Initiation (1)	<p>Project Management Activities</p> <ul style="list-style-type: none"> • Regular internal and full project team meetings identifying issues, action items, any change management concerns. • Regular (weekly) project status reports • A go-live check list will be developed. • A customer Sign off Check list will be developed. • Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable:</u> Accepted Project Plan</p> <ul style="list-style-type: none"> • A resource-loaded hierarchical work breakdown structure, including tasks, task durations, dependencies, deliverables, and Contractor and OPG resource assignments broken down to a sufficient level of detail to allow effective project control. • Due dates for project milestones set. • Project tasks and responsibilities are clearly defined 	\$38,450.00
Project Initiation (2)	<p><u>Key Deliverable:</u> Project Kick-Off Meeting</p> <p><u>Key Deliverable:</u> Project Charter</p> <ul style="list-style-type: none"> • Assign Project Team Roles and responsibilities • Document Project Governance • Formalize Project Goals and Objectives <p><u>Key Deliverable:</u> Communication Plan</p> <ul style="list-style-type: none"> • Communication pathways are defined and documented. • Formal procedure for change control/change order processing <p><u>Key Deliverable:</u> Instance Management</p>	\$76,900.00

	<p>Strategy</p> <ul style="list-style-type: none"> Identify proposed system implementation technical environments <p><u>Key Deliverable:</u> Disaster Recovery Plan</p> <p><u>Key Deliverable:</u> Initial Training Approach/Plan</p> <p><u>Key Deliverable:</u> Development Environment Deployed</p> <ul style="list-style-type: none"> Deliver a functioning set of the software to the OPG ready for development <p>Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase.</p>	
<p>Specification Discovery</p>	<p>System Design Discovery Activities</p> <ul style="list-style-type: none"> Define in detail the changes required. Decisions will be made about how the System can best be configured and customized. Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p>Technical Discovery Activities</p> <ul style="list-style-type: none"> Initial data conversion begins. Application interfaces are defined. Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p>Reporting Discovery Activities</p> <ul style="list-style-type: none"> Information is gathered on system reporting Requirements. Reporting Requirements Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable:</u> Reporting Analysis/Plan</p> <ul style="list-style-type: none"> To document that required reports defined in the Statement of Work and by 	<p>\$76,900.00</p>

mutual agreement between the OPG and the Contractor.

- A plan that identifies timeframe, responsibilities and testing plan for required reports

Key Deliverable: Application Interface Specifications

- To document the specifications for system interfaces defined in this Statement of Work and by mutual agreement between the OPG and the Contractor.

Deliverable: Data Conversion Plan and Mapping

- Identifies the data to be converted, including a map that cites specific data sources and destinations for each field
- Defines necessary conversion algorithms
- Defines roles and responsibilities associated with data conversion and field population
- Identifies all data elements in the Licensed Software that must be populated prior to Productive Use, including those with no source data in the OPG's legacy systems
- Provides a plan for ensuring that the Licensed Software is appropriately populated with all necessary data prior to Productive Use
- Provides a plan for testing the converted and populated data in the Licensed Software for accuracy and consistency

Key Deliverable: Initial Data Conversion

Key Deliverable: Fit/Gap Analysis

- Contractor defines gap between the existing system and what will be deployed.

Key Deliverable: System Design/Specification Document

- The major modules of the Licensed Software and the interfaces between them
- For each software module, the major

	<p>data inputs, functions to be performed, and major data outputs</p> <ul style="list-style-type: none"> • All external interfaces, including a description of the information sent and received, and the method and timing of the interface • Data structure definitions • The server architecture upon which to run the system, including database, application, internet, and other servers and associated data storage devices • A security plan for user access rights and a template to guide the OPG's development of a comprehensive security plan • Describes system modifications to be made. 	
<p>Application Development</p>	<p>System Design Activity:</p> <ul style="list-style-type: none"> • Configure and customize the System to meet the specifications defined during previous milestone. • As modifications are made, they are demonstrated to OPG to ensure they meet expectations. • If changes are necessary, the specification document shall be updated and System changes are implemented. • Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable:</u> Updated System Design Documentation</p> <ul style="list-style-type: none"> • The major modules of the Licensed Software and the interfaces between them • For each software module, the major data inputs, functions to be performed, and major data outputs • All external interfaces, including a description of the information sent and received, and the method and timing of the interface • Data structure definitions 	<p>\$76,900.00</p>

	<ul style="list-style-type: none"> • The server architecture upon which to run the system, including database, application, internet, and other servers and associated data storage devices • A security plan for user access rights and a template to guide the OPG's development of a comprehensive security plan <p><u>Key Deliverable:</u> Demonstration of system configurations</p> <p><u>Key Deliverable:</u> Application Customization Complete</p> <ul style="list-style-type: none"> • Configured system based on specifications as defined in prior milestone • Deliver a functioning set of the software to the OPG ready for testing • All changes shall be coordinated with data conversion effort as well as report development. 	
Testing	<p><u>Testing Activities:</u></p> <ul style="list-style-type: none"> • Find and eliminate any bugs and ensure the System meets the Contract requirements. • Contractor testing will be organized and executed. • Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable:</u> Test Plan and Scripts</p> <ul style="list-style-type: none"> • Defines the overall testing process, including unit, system, acceptance, field, and performance testing • Includes standard test scripts – number and business functions to be defined • Outlines a plan to train OPG staff in test script development • Defines a mechanism for tracking test performance and completion • Defines procedures for managing the test environment, including change 	\$76,900.00

	<p>control</p> <ul style="list-style-type: none"> • Defines procedure for assigning severity to problems encountered • Server performance, connection bandwidth and all other technical issues shall be addressed and resolved. • Test scripts must include testing for processes, interfaces and data conversion <p><u>Key Deliverable:</u> Completed Testing</p> <ul style="list-style-type: none"> • After thorough testing, additional system configuration will be performed. 	
<p>Go Live Preparation (1)</p>	<p><u>Project Management Activities</u></p> <ul style="list-style-type: none"> • Regular internal and full project team meetings • A go live check list will be executed. • A Customer Sign off Check list will be executed. <p><u>Training Activities:</u></p> <ul style="list-style-type: none"> • Each end User will receive general System training as well as job specific functional training. • Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable:</u> Final Training Plan</p> <ul style="list-style-type: none"> • Outlines the necessary classes and curriculum for each class • Provides a content outline to guide development of classroom materials • Identifies OPG attendees and instructors • Provides a training schedule • Provides a mechanism for tracking completion of training <p><u>Key Deliverable:</u> Training documentation and materials for each class tailored to the OPG configured system.</p> <p><u>Key Deliverable:</u> User Training Complete</p> <ul style="list-style-type: none"> • Delivery of required training 	<p>\$76,900.00</p>

Go Live Preparation (2)	<p><u>Key Deliverable: Go-Live Checklist Approved</u></p> <p>Cutover activities:</p> <ul style="list-style-type: none"> • Final preparations are completed to ensure a smooth transition. • The System is switched from Contractor's development environment to the production environment. • Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable: Go-Live</u></p> <ul style="list-style-type: none"> • Final Data capture is performed. • Go Live conversion is completed. <p><u>Key Deliverable: Post Go live Support Plan</u></p> <ul style="list-style-type: none"> • A detailed task plan, including a readiness checklist and resource assignments, to support moving the Licensed Software into Productive Use. • It will include a data load and conversion plan and a contingency plan in the event that the Go-Live fails. • The Plan should anticipate a minimum of two dry runs and include a back-out strategy and clearly defined go/no go decision points. • It will also include a stabilization plan that details Contractor's commitments to stabilization and the transition to full support by OPG staff. 	\$153,800.00
Live Support	<p>Post go-live support activities:</p> <ul style="list-style-type: none"> • A large initial support effort is made. • Additional training is scheduled. • Issues that arose previously are tracked and resolved. • Users are transitioned to Contractor's normal support channels. • Please see the roles and responsibilities matrix provided below for additional detail on activities required by the Contractor for this phase. <p><u>Key Deliverable: On-site post go live training</u></p>	\$115,350.00

	<u>Key Deliverable:</u> On-site post go live support	
TOTAL		\$692,100.00

Roles and Responsibilities

Currently anticipated activities within the scope of the project which are not assigned to the OPG in the table below, or as mutually agreed to by the OPG and the Contractor will be the responsibility of the Contractor.

Description	Panoramic	Cook County Public Guardian
Project Initiation		
Schedule/Run Kickoff Meeting	LEADS	ASSISTS
Define Project Milestones	LEADS	ASSISTS
Set Target Dates for Milestones	LEADS	ASSISTS
Schedule tentative testing dates	LEADS	ASSISTS
Schedule tentative training dates	LEADS	ASSISTS
Set Target Go Live Date	LEADS	ASSISTS
Define Project Communication pathways	LEADS	ASSISTS
Identify key users on county side	LEADS	ASSISTS
Create source code repository	OWNS	NONE
Create base application	OWNS	NONE
Choose application name	LEADS	ASSISTS
Create application banner	OWNS	NONE
Deploy base application to development environment	OWNS	NONE
Create FTP site for customer	OWNS	NONE
Create DNS entry	OWNS	NONE
Create folder structure on server to house application	OWNS	NONE
Configure reporting infrastructure to handle new application	OWNS	NONE
Specification Discovery		
Weekly Internal Meetings	OWNS	NONE
Define Go Live Check List	LEADS	ASSISTS
Define Report requirements	LEADS	ASSISTS
Obtain copies of key current system reports	ASSISTS	LEADS
Develop Customer sign off check list	LEADS	ASSISTS
Identify data files to be converted	LEADS	ASSISTS

Obtain copy of data files	ASSISTS	LEADS
Obtain copies of reports which can be used to verify data conversion	ASSISTS	LEADS
Schedule and run project meetings	LEADS	ASSISTS
Analyze legacy application	LEADS	ASSISTS
Define user roles	LEADS	ASSISTS
Define security scheme	LEADS	ASSISTS
Define Form Letter Requirements	LEADS	ASSISTS
Review discovery documents	LEADS	ASSISTS
Gap Analysis	LEADS	ASSISTS
Track and assign action items	LEADS	ASSISTS
Follow up on action items	LEADS	ASSISTS
Review completed action items with project team	LEADS	ASSISTS
Document customer requests	LEADS	ASSISTS
Analyze customer requests for possible solutions	LEADS	ASSISTS
Identify, define, and refine process' to be automated	LEADS	ASSISTS
Analyze legacy system data structure	LEADS	ASSISTS
Extract legacy data to "Raw" database	OWNS	NONE
Create validation scripts for "Raw" database	OWNS	NONE
Analyze "Raw" database problems (bad data, table linking, orphaned records..)	OWNS	NONE
Ensure data persistence during conversion of key values (users, configuration, reports..)	OWNS	NONE
Map raw data to production	LEADS	ASSISTS
Define translation logic for data mapping	LEADS	ASSISTS
Run Conversion process	OWNS	NONE
Validate converted data	LEADS	ASSISTS
Test application with data	LEADS	ASSISTS
Document conversion issues for review with project team	OWNS	NONE
Deploy database with initial conversion to development environment	OWNS	NONE
Define system interfaces	LEADS	ASSISTS
Application Development		
Regular internal meetings	OWNS	NONE
Update Go Live Check List	LEADS	ASSISTS
Update Sign Off Check List	LEADS	ASSISTS
Walk customer through new system and explain screens in context	LEADS	ASSISTS
Review automated business logic	LEADS	ASSISTS
Review Page validation	LEADS	ASSISTS
Review new features with customer	LEADS	ASSISTS
Determine if additional gaps exist	LEADS	ASSISTS
Document additional gaps and review with customer	LEADS	ASSISTS

Define use case scenarios	LEADS	ASSISTS
Add additional fields for conversion from legacy system	OWNS	NONE
Validate data integrity	OWNS	NONE
Normalize messy data from legacy system	OWNS	NONE
Optimize data scheme	OWNS	NONE
Create data map document	LEADS	ASSISTS
Review data map with customer	LEADS	ASSISTS
Configure system menus	OWNS	NONE
Configure system screens	OWNS	NONE
Configure drop down values	OWNS	NONE
Configure Table views	OWNS	NONE
Configure ACH import	OWNS	NONE
Configure Positive Pay files	OWNS	NONE
Configure Bank Import	OWNS	NONE
Format Check report	OWNS	NONE
Implement business logic	OWNS	NONE
Configure system triggers	OWNS	NONE
Develop custom javascript	OWNS	NONE
Implement page validation	OWNS	NONE
Implement Security roles	OWNS	NONE
Develop views or stored procedures for complex reports	OWNS	NONE
Implement base reports	OWNS	NONE
Develop custom reports	OWNS	NONE
Review reports for design problems	OWNS	NONE
Test reports	LEADS	ASSISTS
Track status of report development	LEADS	ASSISTS
Develop form letters	OWNS	NONE
Test form letters	LEADS	ASSISTS
Review initial data conversion	LEADS	ASSISTS
Modify conversion routines according to user feedback	OWNS	NONE
Additional conversions as needed	OWNS	NONE
Testing		
Panoramic Internal Testing	OWNS	NONE
Develop test plan	LEADS	ASSISTS
Document internal testing results	OWNS	NONE
Organize Customer test group	LEADS	ASSISTS
Overview of test plan with test group	LEADS	ASSISTS
User Testing	ASSISTS	LEADS
Document test group results	LEADS	ASSISTS
Fix issues found during testing	OWNS	NONE

Coordinate secondary testing	LEADS	ASSISTS
Update conversion scripts with feedback from testing	OWNS	NONE
Test system response	LEADS	ASSISTS
Go Live Preparation		
Schedule User Training	LEADS	ASSISTS
Create Training Syllabus	OWNS	NONE
Create Training Handouts	OWNS	NONE
Final sign off on Go Live Check List	LEADS	ASSISTS
Document Transition Plan	LEADS	ASSISTS
Acceptance Sign Off	LEADS	ASSISTS
Obtain final data to be converted	LEADS	ASSISTS
Ensure all users are active in system	LEADS	ASSISTS
Schedule On Site staff during Go Live	OWNS	NONE
Create Help Videos	LEADS	ASSISTS
Create User Manual	LEADS	ASSISTS
Application changes frozen	OWNS	NONE
Final Data Conversion	OWNS	NONE
Validate Final Conversion	OWNS	NONE
Deploy Live Application	OWNS	NONE
Panoramic Live Application Review	LEADS	ASSISTS
Cook County Live application Review	LEADS	ASSISTS
Live Support		
Initial On Site Support	OWNS	NONE
Track and Prioritize Issues	LEADS	ASSISTS
Address system issues	OWNS	NONE
Address any data conversion issues	OWNS	NONE
Review Project and analyze ways for improvement	LEADS	ASSISTS
Address all issues required to switch to standard support	LEADS	ASSISTS
Transition to Panoramic Support channels	LEADS	ASSISTS
Final System Acceptance	LEADS	ASSISTS

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Board Authorization

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

PANOR-1

OP ID: DS

DATE (MM/DD/YYYY)

10/02/12

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

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

PRODUCER Minto & Wilkie Insurance CA. Lic. No. 0093447 PO Box 150990 San Rafael, CA 94915-0990 John H. Rickards Ext. 23	415-453-0610	CONTACT NAME:	
	415-485-0528	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A:	American Casualty Company of
		INSURER B:	Beazley Insurance Cos.
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Panoramic Software, Inc 336 Bon Air Center, #367 Greenbrae, CA 94904		NAIC # 20427	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2076959895	09/01/12	09/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY			2076959895	09/01/12	09/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4024403039	09/01/12	09/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	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
B	Prof.Liability			V1292F120101	05/10/12	05/10/13	Each Claim 1,000,000 Aggregate 1,000,000

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

Cook County is named as additional insured per attached general liability endorsement SB146932D with respect to the liability arising out from service or products rendered by the named insured. Waiver of Subrogation of Works Comp policy is in favor of the certificate holder as per the endorsement WC040306

CERTIFICATE HOLDER

COOKCOU

Cook County
County Building
118 N. Clark Street
Chicago, IL 60602

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

Jeffrey S. Allen

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

COOK COUNTY
118 N. CLARK STREET
CHICAGO, IL 60602

SOFTWARE SALE CONTRACT
NO JOB

20020003940244000395243



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

EXHIBIT 4

Board Authorization

EXHIBIT 5

SOFTWARE LICENSE AGREEMENT

BETWEEN

PANORAMIC SOFTWARE CORPORATION

AND

THE COUNTY OF COOK

SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into as of October 16, 2012, by and between PANORAMIC SOFTWARE CORPORATION, a California corporation ("**PANOSOFT**"), and the COUNTY OF COOK, a public body corporate of the State of Illinois, ("**Customer**").

RECITALS

A. **PANOSOFT** has developed and owns all rights in and to the computer software and documentation referred to herein as the "Software".

B. **Customer** wishes to acquire from **PANOSOFT**, and **PANOSOFT** is willing to grant to **Customer**, certain rights with respect to the Software, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1 Software. As used herein, the term "Software" shall mean the computer application software known to **PANOSOFT** as "**PG-Pro Web**", described in Schedule A, and all updates, coding (object code and source code), tapes, discs, modules, and similar materials comprising such software. The Software is described more specifically in the Documentation (defined below).

1.2 Documentation. As used herein, the term "Documentation" shall mean the documentation relating to the Software, which documentation is described in Schedule A, attached hereto, and all manuals, reports, brochures, sample runs,

specifications and other materials comprising such documentation.

1.3 System. As used herein, the term "System" shall mean the Software and the Documentation, collectively. Reference to the System shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all of the terms and conditions set forth herein.

1.4 License. As used herein, the term "License" shall have the meaning assigned to such term in Section 2.1.

2. GRANT OF LICENSE

2.1 Grant. **PANOSOFT** hereby grants to **Customer** a license with respect to the Software, subject to the terms and conditions set forth herein (the "License").

2.2 Scope. The License granted herein shall consist solely of : (i) the non-exclusive, non-transferable right of **Customer** to operate the Software for the purpose of providing services solely in connection with **Customer's** existing business; and (ii) the right to receive and use the Documentation. The License granted herein shall not entitle **Customer**: (a) to operate the Software other than in connection with **Customer's** existing business; or (b) to permit any person or entity other than **Customer** and its employees, agents, elected officials, or independent contractors to operate the Software; or (c) to transfer any right in the Software to any other person or entity.

2.3 Ownership. **Customer** acknowledges and agrees that, as between **PANOSOFT** and **Customer**, title and full ownership of all rights in and to the System and all other materials provided to **Customer** hereunder shall remain with **PANOSOFT**. **Customer** further acknowledges and agrees that the System, and all ideas and expressions contained therein, are proprietary information and trade secrets of **PANOSOFT**. Notwithstanding the foregoing, any data entered by Customer into the System which has not otherwise been provided by **PANOSOFT** in the Documentation or in connection with the System shall remain the sole and exclusive property of Customer. Nothing herein shall be construed as licensing Customer's proprietary information or data used in connection with the System to **PANOSOFT**.

3. TERM

3.1 Duration. The License granted herein shall be effective as of the Installation Date (defined in Section 4.1) and shall remain in effect until terminated according to the provisions of this Agreement

3.2 Termination. **Customer** may at any time terminate the License granted herein if **PANOSOFT** has breached a material provision of this Agreement and has failed to cure such breach within ten (10) days after receiving written notice thereof. **Customer** upon thirty (30) days' notice may terminate the license granted herein for any reason. Upon receipt of a Notice of Termination, **PANOSOFT** shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. **PANOSOFT** acknowledges that **Customer** is a governmental agency, and as such has fiscal legal limitations, including, but not limited to, the availability of funding

from fiscal year to fiscal year for ongoing contracts. **PANOSOFT** agrees that in the event **Customer** is required to terminate his contract as a result of necessary fiscal appropriation for the contract, such termination shall not be considered a default by **Customer** of any terms thereof and no liability will be placed on **Customer**.

3.3 Events Upon Termination. Upon any termination of the License granted herein, the parties shall comply with the provisions of Section 9.

4. INSTALLATION, TRAINING and SUPPORT

4.1 Installation. **PANOSOFT** shall deliver and install the System for **Customer** in the manner and on the schedule set forth in Schedule B attached hereto. The date on which **PANOSOFT** has delivered and installed the System in accordance with Schedule B shall be referred to herein as the "Installation Date".

4.2 Training. **PANOSOFT** shall provide to **Customer** the training services relating to the System described in Schedule B attached hereto.

4.3 Support Services. **PANOSOFT** shall provide to **Customer** the other support services relating to the System described in the Maintenance Agreement attached hereto.

5. COMPENSATION

5.2 Other Compensation

5.2.1 Fee for Additional Services If **PANOSOFT** provides services requested in writing by **Customer** which are in addition to the services specified in Section 4, **Customer** shall as compensation for such additional services pay to **PANOSOFT** a fee based on **PANOSOFT**'s then prevailing rate for such services which **Customer** shall agree to in writing prior to the performance by **PANOSOFT** of such services.

6. WARRANTY

6.1 General Warranty **PANOSOFT** warrants to **Customer** that **PANOSOFT** has full right and authority to grant to **Customer** the License herein and that **Customer's** possession and use of the System in accordance with the License herein shall not infringe any copyright or patent. **PANOSOFT** warrants that the System does not contain any material defects, including but not limited to, viruses. **PANOSOFT** further warrants that the no third party claims alleging infringement

6.2 Performance **PANOSOFT** warrants to **Customer** that **PG-Pro Web** application software contracted for by **Customer** will perform in substantial compliance with the terms of the Parties' Contract and with **PG-Pro Web User's Manual** listed on Schedule A at all times during the term of this Agreement.

6.3 Notification of Defects. In addition to any other legal or equitable remedy available to **Customer**, if **Customer** believes a product does not conform to the above warranties, **Customer** shall notify **PANOSOFT** in writing. Within twenty four (24) hours of such written request, **PANOSOFT** will repair or replace the software medium or bring the Licensed Programs into substantial conformance

with the applicable specification at no additional cost to the Customer. In the event that the foregoing remedy is determined to fail of its essential purpose, **PANOSOFT** shall refund or reimburse Customer the total amount actually paid by Customer to **PANOSOFT** under the terms of this Agreement. The foregoing shall not at any time be deemed a waiver of Customer's rights to pursue any other remedy available to Customer in law or in equity.

7. CONFIDENTIALITY

7.1 **Customer Obligations.** **Customer** acknowledges that, by virtue of the License granted herein, it will have access to certain proprietary information and trade secrets of **PANOSOFT**, including without limitation proprietary information and trade secrets relating to the System (collectively, the "Confidential Matters"). **Customer** agrees that the Confidential Matters, and all information comprising or relating to the Confidential Matters, shall be deemed confidential and proprietary to **PANOSOFT**, shall be held in trust by **Customer**, and shall be safeguarded by **Customer** to the same extent that **Customer** safeguards confidential matters relating to its own operation which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

To these ends, **Customer** agrees to take such steps as may be necessary to ensure that neither the Confidential Matters, nor any information comprising or relating to the Confidential Matters, are used by **Customer** or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by **Customer** or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of **PANOSOFT**.

7.2 **Exceptions** **Customer's** obligations pursuant to Section 7.1 shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; or (ii) information which **Customer** is obligated to disclose pursuant to the Illinois Freedom of Information Act or lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

7.3 **PANOSOFT Obligations.** **PANOSOFT** acknowledges that, by virtue of the **Customer/developer** relationship established herein, it will have access to certain confidential information relating to the **Customer's** clients and activities. **PANOSOFT** agrees that all information relating to the activities and the clients of **Customer** shall be deemed confidential and proprietary to **Customer**, shall be held in trust by **PANOSOFT**, and shall be safeguarded by **PANOSOFT** to the same extent that **PANOSOFT** safeguards confidential matters relating to its own clients and activities which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

To these ends, **PANOSOFT** agrees to take such steps as may be necessary to ensure that no information comprising or relating to the clients or activities of **Customer** are used by **PANOSOFT** or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by **PANOSOFT** or any of its employees, agents, or

representatives to any other person or entity, without the prior written consent of **Customer**. Such steps shall include without limitation the execution by **PANOSOFT's** employees, agents and representatives having access to the **Customer's** confidential information of binding agreements which impose on such persons the same obligations which are imposed on **PANOSOFT** under this section.

7.4 Exceptions **PANOSOFT's** obligations pursuant to Section 7.3 shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; or (ii) information which **PANOSOFT** is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

8. LIABILITY.

8.1 Indemnification by PANOSOFT. **PANOSOFT** shall indemnify and hold harmless **Customer**, and its directors, agents, elected officials, officers, and employees from and against any and all liability, losses, damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by **Customer**, or its directors, officers, or employees which arise out of or relate to **PANOSOFT's** acts or omissions or any breach of any provision hereof.

8.3 Limitations on Liability Notwithstanding the provisions of Sections 8.1 the liability of the parties and the remedies of the parties shall be limited as follows:

8.3.1 Uncontrollable Events Neither party shall bear any liability arising out of events beyond the control of such party, including without limitation acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party; provided however, that any increased costs incurred by **PANOSOFT** as a result of delayed performance or in order to fulfill its obligations under the Agreement shall not be paid by **Customer**.

9. TERMINATION

Upon any termination of the License granted herein: (i) **Customer** shall immediately cease using the System; and (ii) **Customer** shall, within ten (10) days after the date of termination, return to **PANOSOFT** the System and all other materials provided to **Customer** hereunder, and all copies thereof in **Customer's** possession or under its control. Notwithstanding the preceding sentence, if **Customer** has terminated this Agreement in accordance with Section 3.2 and **Customer** has paid to **PANOSOFT** the full amount of the fee provided in Section 5.1 and all other amounts then owing to **PANOSOFT** under Section 5, unless **PANOSOFT** is in breach of any of the terms herein, then **Customer** may retain the System and continue to use the System, subject to the provisions of Sections 2, 7, 8, and 10.

10. GENERAL PROVISIONS

10.1 Covenant Not to Hire. **Customer** shall not during the term of the License

granted herein and for a period of one (1) year thereafter, hire as an employee of **Customer** any employee of **PANOSOFT**.

10.2 Compliance with Laws. Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

10.3 Amendments. This agreement may be amended or supplemented from time to time, but only by a written instrument executed by **Customer** and **PANOSOFT**. As used herein, the term "Agreement" shall include any future amendments or supplements made hereto.

10.4 Construction. The terms "Section" or "Sections" used herein shall refer to the section or sections of this Agreement. The titles and subtitles used herein are not a part of this Agreement, are included solely for convenient reference to the Sections hereof, and have no bearing on the terms and conditions hereof. The singular used herein shall include the plural, and the plural used herein shall include the singular.

10.5 Recitals and Schedules. The Recitals to this Agreement and the Schedules attached to this Agreement shall be considered part of the Agreement and are incorporated herein by this reference.

10.6 Survival. The provisions of Sections 2, 6, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement and the License granted herein.

10.7 Relation Between the Parties. This Agreement shall not be construed to constitute either party as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

10.8 Assignment. Neither this Agreement, the License granted herein nor any other right or obligation hereunder shall be assigned, delegated or otherwise transferred by either party, without the prior written consent of the other party. Notwithstanding the preceding sentence, **PANOSOFT** may assign, delegate, or otherwise transfer this Agreement, the License granted herein, and **PANOSOFT's** rights and obligations hereunder to any affiliate of **PANOSOFT** or to any successor of **PANOSOFT's** business or any part thereof, without the prior written consent of **Customer**.

10.9 Successors. Subject to the restrictions in Section 10.8, this Agreement shall bind and inure to benefit of the respective assigns, successors, representatives and affiliates of the parties.

10.10 Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement when and as called for or due, or to exercise any right provided for in this Agreement, shall not be deemed a waiver or relinquishment for the future of any such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce or exercise any other provision or right in this Agreement.

10.12 Governing Law. The validity, interpretation and performance of this

Agreement shall be controlled by and construed under the laws of the State of Illinois, U.S.A., without regard to such state's choice of laws.

10.13 Severability. If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law.

10.14 Notices. Any notice, payment or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given either: (i) upon personal delivery; or (ii) two (2) calendar days after being sent by facsimile, e-mail, telex, or telegram, or five (5) calendar days after being deposited in the mail (registered or certified first class, postage prepaid), addressed to the parties at their addresses as set forth in Schedule B attached hereto, or to such other addresses as the parties shall furnish by written notice.

10.15 Enforcement. If either party shall bring an action of any nature against the other party by reason of the breach of any provision of this Agreement, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing party in such action shall be entitled to such party's reasonable expenses relating to such action, including its costs of suit and attorneys' fees.

10.17 Venue. The venue for any action involving a dispute under the terms of this Agreement shall be within the Circuit Court of Cook County, State of Illinois.

10.18 Authority. The signatories to this Agreement represent that they have all requisite authority to enter into the terms herein. The Customer employee with responsibility for administering this agreement is DeAnn Osborn, Staff Services Analyst, or her successor.

This Agreement has been executed as of the date first set forth above.

SCHEDULE A

Description of the Software and Documentation (pursuant to Section 1.1 and 1.2 of the Software License Agreement)

I. Software

- A. **PG-Pro Web, Client** and Fiduciary Management System for the Fiduciary Office.

II. Documentation (previously provided under separate cover)

<u>Quantity</u>	<u>Description</u>
1	PG-Pro Web User's Guide – electronic versions
1	PG-Pro Web Sample Reports Package

EXHIBIT 6

SOFTWARE MAINTENANCE AND HOSTING AGREEMENT

This SOFTWARE MAINTENANCE AGREEMENT (Agreement) is entered into, by and between the COUNTY OF COOK, a public body corporate of the State of Illinois (**Customer**) and Panoramic Software Incorporated (PANOSOFT) for PANOSOFT's **PG-Pro Web** application software being used by the Office of the Cook County Public Guardian.

Subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. **TERM:** This agreement shall be effective for a period of three years, from December 1, 2014 to November 30, 2017.
2. **RENEWAL:** At the end of the term in item 1 above, the Chief Procurement Officer may elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension.
3. **GENERAL MAINTENANCE AND HOSTING SERVICES:** PANOSOFT will begin providing Services under this Agreement on the first day of the month after the Contractor's System is approved by the County to Go Live. PANOSOFT will provide to **Customer** the following types of services under this Agreement on all week-days, Monday through Friday, from 7:00 to 5:00 Pacific Standard Time, excluding nationally recognized holidays:
 - (a) **Telephone Support:** PANOSOFT staff will be available to answer questions by telephone concerning **PG-Pro Web** application software.
 - (b) **Training Classes:** Software user training classes for **PG-Pro Web** will be offered from time to time by PANOSOFT. Training classes will be conducted at various locations to include PANOSOFT's corporate headquarters, at PG Association training conferences, and at **Customer's** sites. The timing and location of such classes shall be at the discretion of PANOSOFT.
 - (c) **Software Enhancements:** Updates to **PG-Pro Web** will be provided to fix application software errors and to improve ease of use and performance. Such updates may include changes necessary to meet federal, state, and county mandated requirements. All software enhancements will be provided at the discretion of PANOSOFT.
 - (e) **Error Correction:** An error is defined as any aspect of the software performance which does not conform substantially to the operation specified in the user documentation. **Customer** identified errors will be corrected and brought into conformance with the user documentation.
 - (f) **Software Releases:** Software Enhancements and Error Corrections will be made

available to **Customers** in Software Releases from time to time as considered necessary by **PANOSOFT**.

(g) **New Documentation Releases:** Documentation to accompany Software Enhancements will be provided when available.

(h) **Technical Services Bulletins:** **PANOSOFT** will provide Technical Services Bulletins to **Customers** from time to time. Such bulletins may include information concerning **PG-Pro Web** usage, third party software, and other matters considered relevant to **Customers** by **PANOSOFT**. Technical Services Bulletins will be issued at the discretion of **PANOSOFT**.

4. **ADDITIONAL MAINTENANCE SERVICES:** **PANOSOFT** will provide additional maintenance services at an additional charge if such maintenance services are not otherwise described herein. **PANOSOFT** shall require **Customer** authorization in writing and/or a **Customer** Purchase Order before any service which results in billable costs is performed. Additional Maintenance Services includes, but is not limited to, the following:

(a) **Additional Training:** Additional software training is available at **Customer** sites.

(b) **Data and Systems Corrections:** Data and Systems corrections include any corrective actions accomplished by **PANOSOFT** staff on-site or via the web which are necessary due to **Customer** error(s) or unauthorized data access by **Customer**. Unauthorized data access by **Customer** is defined as any **Customer** editing or entering of data other than through normal system usage as described in the user documentation.

(c) **Customer Site Visits:** Visits to **Customer** sites requested by **Customer** for reasons such as, but not limited to: (1) additional system training on hardware or software usage; (2) resolution of system difficulties not resulting from defects or failures of the System; or, (3) on-site installation of Software Releases;

(d) **New Software Modules:** Software Modules are developed to address areas of information management not currently or significantly addressed by **PG-Pro Web**.

(e) **Custom Programming:** Requests for supplemental programming or customization of system features will be available for **Customers**. Such requests will be reviewed by **PANOSOFT** and, if accepted for implementation by **PANOSOFT**, will be subject to the then current hourly programming rate.

5. **CUSTOMER SYSTEM RESPONSIBILITIES:** **Customer** is responsible for performing the following duties relating to the successful operation of **PG-Pro Web**.

(a) **System Operation:** System Operation is the general operation of **Customer's** desktop hardware and all software including, but not limited to, system restarts, configuration and operation of system peripherals (such as printers, and workstations).

(b) **Customer Desktop Hardware Repair:** **Customer** is responsible for resolving all desktop hardware problems, reinstalling repaired equipment, and all other actions necessary to complete the repair process unless such problems are the result of defects in the System.

(c) **Software Maintenance Agreement:** This Agreement must be in effect for **Customer** to receive from **PANOSOFT** any of the services listed in this Agreement. Services listed in this Agreement will be unavailable to **Customers** who are not under a current Software Maintenance Agreement. In the event **Customer** discontinues this Agreement and subsequently desires to reinstate the Agreement in order to receive any of the services listed in this Agreement, **Customer** will be required to pay the normal monthly charge for all months during which service was discontinued before service will be reinstated.

6. **CHARGES TO CUSTOMERS:**

(a) **General Maintenance Services:** Support costs is \$96,000.00 per year, payable quarterly in advance at a rate of \$ 24,000.00 per Quarter. **PANOSOFT** will not bill **Customer** until December 1, 2014.

(b) **Additional Maintenance Services:** The rate for all Additional Maintenance Services is \$ 1,500.00 per day on-site, or an hourly charge of \$ 150.00 per hour when services are provided on an ad-hoc basis from **PANOSOFT** headquarters.

(d) **Customer Travel Costs:** All costs of **Customer** travel to **PANOSOFT** training classes, including but not limited to transportation, lodging, meals, and other travel expenses will be paid by **Customer**.

(e) **Taxes:** Customer shall not be liable for any taxes incurred by **PANOSOFT** in connection with income recognized by **PANOSOFT**.

7. **PAYMENT:** **PANOSOFT** will invoice **Customer** for General Maintenance Service and Other Charges as follows:

(a) **General Maintenance:** **PANOSOFT** will invoice **Customer** in advance for each month payment due for General Maintenance Services during the term of the Agreement. Such invoices may include pro-rated charges for any General Maintenance Services provided prior to the invoice date. **Customer** will pay such undisputed invoices within 90 days.

(b) **Other Charges:** **PANOSOFT** will invoice **Customer** for all other charges incurred in accordance with this Agreement, and **Customer** will pay such invoices within 90 days.

8. **TERMINATION:** This Agreement may be terminated by either party upon material failure, excluding non-payment of any outstanding charges, of the other party to perform its responsibilities and obligations hereunder by submitting notice in writing to the other

party of material failure, provided the material failure has not been corrected within sixty (60) days after receipt of such notice. **Customer** may terminate the maintenance agreement granted herein for any reason at any time by a notice in writing. If such prior termination is effected, **Customer** shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to **PANOSOFT**, and for such other services, which **Customer** may agree to in writing as necessary for contract resolution. In no event, however, shall **Customer** be obligated to pay more than the total amount of the contract. Upon the 90th day of the Notice of Termination, **PANOSOFT** shall promptly discontinue all services affected unless the notice directs otherwise.

Security Management Plan

PANORAMIC

September 21, 2012

Confidentiality

1. Panoramic acknowledges that, upon execution of this Agreement and solely by reason of its employment by the County, Panoramic may come into possession of, have knowledge of, or contribute to the Confidential Information. Panoramic shall ensure case data and related information are maintained in a confidential manner in accordance with HIPAA regulations. Panoramic understands and agrees to the following confidentiality requirements:
 - a. All of the Confidential Information is a valuable asset of the Public Guardian and is, will be and shall, at all times, remain the sole and exclusive property of the Public Guardian.
 - b. But for Panoramic's employment by the County to provide data processing services to the Public Guardian, the Confidential Information would not have been disclosed to Panoramic.
 - c. Panoramic shall, at all times, hold the Confidential Information as secret.
 - d. Panoramic shall not authorize or open any user accounts or modify or delete any existing user accounts on behalf of the Public Guardian without the prior, written authorization of the Public Guardian or his/her designee.
 - e. Panoramic shall neither directly nor indirectly cause or permit the exploitation, copying, or summarizing of any of the Confidential Information, except in the performance of Panoramic's data processing services for the Public Guardian or as otherwise directed by the Public Guardian.
 - f. Each month during the term of this Agreement, or more often if needed, Panoramic shall provide the Public Guardian with audit reports detailing any and all transactions performed that pertain to the security and accessibility of Public Guardian records. Such transactions include, but are not limited to, the following: provisioning of new or modification or deletions of existing user accounts; privileges granted or deleted as well

as the name of the Public Guardian authorizer; and all user transactions (including those of administrators) accessing Public Guardian data.

- g. Panoramic understands that the Public Guardian operates very publicly and that, in order to protect the Public Guardian operations, intergovernmental relations, and goodwill, Panoramic must maintain and preserve all of the Confidential Information and knowledge of that Confidential Information as unavailable to the Public Guardian 's vendors, other branches and agencies of government, other entities with whom the Public Guardian does business, and the general public. Panoramic shall make no exceptions to this confidentiality without the prior written approval of the Public Guardian.
- h. The Public Guardian derives its institutional integrity from an institutional independence, impartiality, and appearance of impartiality in the community by maintaining the Confidential Information and knowledge of that Information as secret and unavailable to the Public Guardian's governmental counterparts and the general public.
- i. Upon termination of Panoramic's employment by the County on behalf of the Public Guardian with or without cause, Panoramic shall immediately deliver or cause to be delivered to the Public Guardian all of the Confidential Information in Panoramic's possession or control, including, without limitation, originals or copies of all documents, whether in printed or electronic form, reflecting or referencing the Confidential Information, as well as all of the materials furnished to or acquired by Panoramic as a result of or during the course of Panoramic's employment by the County on behalf of the Public Guardian.
- j. The restrictions and limitations contained in this Paragraph 1 are reasonable as to scope and duration and are necessary to protect the Public Guardian 's proprietary interests in its Confidential Information and to

preserve for the Public Guardian the advantages derived from maintaining that Information as secret.

- k. In the event that any of the restrictions and limitations contained in this Paragraph 1 are deemed to be unreasonable or to otherwise exceed the time and/or geographic limitations permitted by applicable law, such provisions of this Paragraph 1 shall be reformed to the maximum time and/or geographic limitations permitted by applicable law.
- l. Panoramic shall manage and maintain the Confidential Information strictly in accordance with the terms of this Agreement.
- m. The County is materially relying on each of Panoramic's representations and agreements in offering employment to Panoramic.
- n. The failure of the County, the Public Guardian, or Panoramic to insist upon strict performance of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of the right to demand strict compliance in the future. No waiver, express or implied, of any breach or default in the performance of any obligation of this Agreement shall constitute a waiver of any other breach or default in the performance of the same or any other obligation of this Agreement.

Definitions.

- A. "Confidential Information." The term "Confidential Information," as used in this Agreement, means all information or material not generally known to the public: (a) the disclosure of which could be detrimental to the interest of the Public Guardian; and (b) that is owned by the Public Guardian or in which the Public Guardian has an interest or Panoramic has been informed by the Public Guardian or otherwise knows or should know is considered to be confidential and proprietary to the Public Guardian; (d) that is required by statute, court rule, or court order to be sealed, impounded, or otherwise confidential and to which

public access is prohibited or otherwise limited. Confidential Information includes, without limitation, the following types of information (whether in printed or electronic form or not reduced to writing): proposals, tapes, printed or electronic file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, research and development procedures and test results, marketing techniques and materials and plans, budget data and analyses, administrative policies, business plans, consultant identities and agreements, and Panoramic's files. Confidential Information also includes databases containing Public Guardian data, applications used to maintain Public Guardian Data, and any information described above which the Public Guardian obtains from its employees, vendors, consultants, other branches or agencies of government, or any other party and which the Public Guardian treats as confidential, whether or not owned or developed by the Public Guardian.

- B. "Case Data", as used in this Agreement, means any and all electronic records stored on Panoramic's server appliance, including any printed versions thereof. Such electronic records include, but are not limited to, case record data kept and maintained for the Public Guardian.
- C. "Processing", as used in this Agreement, means the computing, manipulation, processing, maintenance, and storage of data supplied by the Public Guardian in accordance with the provisions set forth in the this agreement.
- D. "Processing Services", as used in this Agreement, means processing (as defined in (C) above), printing and mailing, if the data is to be delivered in a hard copy format, and creation of an electronic data file and electronic data delivery, including e-mail or access to Panoramic's file transfer protocol (ftp) site, if the data is to be delivered electronically.

HIPAA Data Standards

Panoramic Software Inc. complies with HIPAA Electronic Personal Health Information Standards.

Administrative Safeguards

Panoramic Software Inc. reviews its HIPAA administrative processes and documentation quarterly. These include

- Security Management Processes
- Workforce Security
- Information Access Management
- Security Awareness Training
- Security Incident Procedures
- Contingency Planning

Physical Safeguards

Panoramic reviews its physical safeguards semiannually. These include:

- Facility Access Controls
- Workstation Use
- Workstation Security
- Device and Media Controls

Facilities

Panoramic employees are required to abide by our internal security policy. The policy requires all PHI is stored in a secure location on an encrypted volume protected by a strong password.

Server Security on Amazon Web Services

Excepts taken from Amazon documentation

Amazon has many years of experience in designing, constructing, and operating large-scale data centers. AWS infrastructure is housed in Amazon-controlled data centers throughout the world. Only those within Amazon who have a legitimate business need to have such information know the physical location of these data centers, and the data centers themselves are secured with a variety of security controls to prevent unauthorized access. Authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Amazon only provides data center access and information to employees who have a legitimate business need for such privileges. When an employee no longer has a business

need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical and electronic access to data centers by Amazon employees is logged and audited routinely.

Technical Safeguards

Panoramic is constantly monitoring and upgrading our Technical Safeguards. Toolkit releases are made monthly or better.

- Access Control
- Audit Controls
- System Integrity
- Person or entity Authentication
- Transmission Security

Identification and Authorization

We can limit the range of approved IP addresses that access the system. We use a User Name and a “Pass Phrase” to identify the users. The User Name is tied to a “User Level” that determines the level of access within the application.

Audit records are stored in the system every time a user logs in, and the IP address from which they accessed the system.

Within the application, view and edit capability can be configured for every menu, page and specifically for every single field in the system based on user level. Certain cases may be designated “private”. Access to these cases is removed from all users except designated users.

Our system has been designed to meet the highest levels of compliance with Health Information and Portability Accountability Act (HIPAA) requirements.