

PROFESSIONAL SERVICES AGREEMENT

**PUBLIC DEFENDER BUSINESS PROCESS REENGINEERING & CASE
MANAGEMENT SYSTEM IMPLEMENTATION**

BETWEEN



COOK COUNTY GOVERNMENT

Law Office of Public Defender

AND

Journal Technologies, Inc.

CONTRACT NO. 1418-13332

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

OCT 07 2015

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions 1	
b) Interpretation 2	
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services	3
b) Deliverables 3	
c) Standard of Performance.....	4
d) Personnel 4	
e) Minority and Owned Women's Business Enterprises Commitment.....	5
f) Insurance 6	
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	10
k) Subcontracting or Assignment of Contract or Contract Funds	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	12
c) Agreement Extension Option.....	12
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	13
c) Funding 14	
d) Non-Appropriation.....	14
e) Taxes 14	
f) Price Reduction.....	14
g) Consultant Credits.....	14
ARTICLE 6) DISPUTES.....	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE	
15	
WITH ALL LAWS 15	
ARTICLE 8) SPECIAL CONDITIONS.....	15
a) Warranties and Representations.....	15
b) Ethics 16	
c) Joint and Several Liability	16
d) Business Documents	17
e) Conflicts of Interest.....	17
f) Non-Liability of Public Officials.....	18
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, AND	

	SUSPENSION	18
a)	Events of Default Defined	18
b)	Remedies 19	
c)	Termination for Convenience	21
d)	Suspension 21	
e)	Delays 21	
	ARTICLE 10) GENERAL CONDITIONS	21
a)	Entire Agreement	21
b)	Counterparts 22	
c)	Contract Amendments	23
d)	Governing Law and Jurisdiction	23
e)	Severability 23	
f)	Assigns 24	
g)	Cooperation 24	
h)	Waiver 24	
i)	Independent Consultant	24
j)	Governmental Joint Purchasing Agreement	25
	ARTICLE 11) NOTICES	26
	ARTICLE 12) AUTHORITY	26

List of Exhibits

Exhibit 1	Scope of Work (SOW)
Exhibit 2	Cook County Information Technology Special Conditions (ITSC)
Exhibit 3	Schedule of Compensation
Exhibit 4	Software License and Maintenance Agreement
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant
Exhibit 6	Minority and Women Owned Business Enterprise Commitment and Utilization Plan
Exhibit 7	Evidence of Insurance
Exhibit 8	Board Authorization
Exhibit 9	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Journal Technologies, Inc. hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 7, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "8".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Public Defender Business Process Reengineering & Case Management System Implementation. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

"Agreement" or **"Contract"** 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.

"License Agreement" means that certain Software License and Support Agreement between County and Consultant of even date herewith.

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

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Work (SOW)
Exhibit 2	Cook County Information Technology Special Conditions (ITSC)
Exhibit 3	Schedule of Compensation
Exhibit 4	Software License and Maintenance Agreement
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant
Exhibit 6	Minority and Women Owned Business Enterprise Commitment and Utilization Plan
Exhibit 7	Evidence of Insurance
Exhibit 8	Board Authorization
Exhibit 9	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

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

b) **Deliverables**

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such

Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

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

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

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

d) **Personnel**

i) **Adequate Staffing**

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and 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 Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 6. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, 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.

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 or as specified otherwise. Contractor is responsible for any deductibles or self-insured retentions.

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$100,000 each Accident
\$100,000 each Employee
\$100,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;

(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Professional Liability**

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 \$1,000,000 with a deductible of not more than \$250,000. 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, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of two years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's general liability insurance and automobile liability insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County.

(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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

The County will not allow the Contractor to commence any work under this Agreement until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer. Contractor shall provide the Office of the Chief Procurement Officer with thirty days prior written notice of cancellation, provided that Contractor shall provide ten days prior written notice of cancellation for non-payment of the policy premium or non-reporting of payroll.

Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

(d) **Waiver of Subrogation Endorsements**

All insurance policies, with the exception of the Professional Liability insurance policy, must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered from or attributable to any claims by third parties to the extent caused by (i) the breach of this Contract by Consultant, or (ii) the negligence or willful misconduct of the Consultant and its officers, agents, employees, contractors subcontractors, licensees or invitees in the performance of Consultant's obligations under this Contract. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) **Confidentiality and Ownership of Documents**

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

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

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Such licenses shall be available in accordance with Exhibit 1, Scope of Services, and shall be perpetual for the term of the Contract.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right (such claims, "Intellectual Property Claims"). Consultant shall have control over the defense and settlement of Intellectual Property Claims, provided that Consultant may not enter into a settlement affecting the County's interests without the County's consent. In the event that Consultant fails to undertake its defense or subsequently abandons its defense, the County may (but is not obligated to) defend, compromise or settle such claim, action, suit or proceeding at Consultant's expense. Consultant will not compromise or settle any claim, action, suit or proceeding in which any relief other than the payment of money damages is sought against the County with the County's prior written consent.

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

j) Examination of Records and Audits

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

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

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

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

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 **October 21, 2015** ("**Effective Date**") and continue until **October 20, 2021** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The term of performance anticipates an estimated "Go Live" date of October 21, 2016. In the event that the "Go Live" date occurs after October 21, 2016, the parties mutually agree to amend this Agreement so that the original term will expire five calendar years from the "Go Live" date, consistent with the five-year license and maintenance term set forth in this Agreement.

b) Timeliness of Performance

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 3 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or any other penalties.

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

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

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

The parties shall attempt to resolve amicably any dispute arising out of or relating to this Agreement by meeting with each other within thirty (30) calendar days after written notice of a dispute is delivered from one party to the other party. If the dispute is not resolved within thirty (30) calendar days of commencement of such meetings, the parties may exercise their contractual remedies, if any. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity.

Notwithstanding a dispute, the parties 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 parties in writing.

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

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

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

b) Ethics

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

c) Joint and Several Liability

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

without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

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

e) Conflicts of Interest

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

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

f) Non-Liability of Public Officials

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

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, AND SUSPENSION

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. To the extent the default can be cured, Consultant shall have an opportunity to cure the default within a certain period of time, which period of time will neither be less than 10 days nor exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer, subject to the dispute provisions of this Contract and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provisions of this agreement. For the avoidance of doubt, the declaring of a default is for purposes of termination under this Agreement, but is not determinative for purposes of liability.

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

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement for any Services which are in dispute by the County;
- iv) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute, provided that in no event will either party be liable for any indirect, consequential, exemplary, special, incidental, or reliance damages of any kind arising from or relating to this Agreement, even if such party knew or should have known of the possibility of such damages. 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. Notwithstanding anything to the contrary herein, both parties' liability to each other for any cause whatsoever, and regardless of the form of action,

whether in contract or in tort, shall be limited to the fees paid by the County to Consultant pursuant to this Agreement. The foregoing limitation of liability shall not apply to Consultant's willful misconduct, gross negligence, or fraud, or confidentiality violations.

c) Termination for Convenience

In addition to termination under Sections 9.a and 9.b of this Agreement, the Agreement may be terminated in accordance with the "Termination for Convenience" provisions in section 7.4 of the License Agreement.

d) Suspension

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

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

e) Delays

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) **No Collateral Agreements**

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

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

iii) **No Omissions**

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

b) **Counterparts**

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

e) Contract Amendments

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

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

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

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

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that 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, if litigated, shall be litigated only in the U.S. District Court for the Northern District of Illinois, to the extent such court has or can acquire jurisdiction, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

ARTICLE 11) NOTICES

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

If to the County: Law Office of Public Defender
 69 W. Washington, Suite 1600
 Chicago, Illinois 60602
 Attention: Department Director

and

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

If to Consultant: Journal Technologies
 843 South 100 West
 Logan, Utah 84321
 Attention: Jon Peek, COO

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Statement of Work

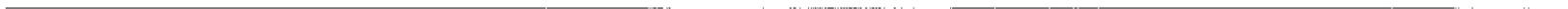


Exhibit 1
Scope of Work

Contents

1.	Overview	4
2.	Background.....	4
3.	Business Goals and Objectives	4
4.	Project Description	5
5.	Project Scope.....	5
6.	Project Approach and Implementation Methodology	6
6.1	Initiating Phase	6
6.1.2	Initiating Deliverables.....	6
6.2	Planning Phase.....	6
6.2.1	Project Plan and Timeline.....	8
6.2.2	Project Assumptions and Constraints	16
6.2.3	Planning Deliverables	17
6.3	Closing Phase	19
6.4	Project Governance Model.....	22
7.	Assessment, Change Management, and Reengineering Approach	26
7.1	Organizational Communication and Change Management.....	28
7.2	Change Management Process	29
7.3	Change Order Process.....	30
8.	Journal Technologies Solution and Specific Software Functionality Required by Cook County	31
9.	Requirements Validation and System Design/Configuration.....	55
9.1	Design Approval	56
10.	System Implementation and Configuration.....	56
10.1	Software Configuration/Customization	57
11.	Data Conversion and Interface Overview	59
11.1	Data Conversion.....	59
11.2	Data Conversion and Interface	63
11.2.1	Data Conversion Development Cycle	64
11.3	JustWare Mapping Fields.....	64
12.	Quality Assurance (QA)	70

12.1	Promotion Process.....	72
12.1.1	Migration Testing	72
12.1.2	User Acceptance Testing	72
12.1.3	Bug/Discrepancy Fixing	73
12.1.4	Regression Testing.....	74
13.	Knowledge Transfer/Training and Transition.....	76
13.1	Cutover and Implementation Plan.....	77
14.	Decision Making and Approval Process	79
15.	Key Personnel.....	80
15.1	Project Roles and Responsibilities	80
15.1.1	Role Definitions	80
16.	Issue Resolution and Escalation Process.....	88
17.	Deliverable Acceptance Criteria	88
18.	System Solution.....	89
19.1	Hardware Environment.....	90
19.1.1	Server Requirements.....	91
19.1.2	Hardware Provisioning Responsibilities	92
19.1.3	Client Machine Requirements & Optional 3 rd Party Tools/Hardware.....	92
20.	System Maintenance.....	93
21.	Performance Criteria for Project Milestones and Support SLA's.....	93
21.1	Support Service Level Agreement and Performance Credit	94
21.2	Contract Performance Review and Final Acceptance.....	96
	Appendix A Journal Technologies Resumes	98
	Appendix B Sample Project Management Artifacts/Documents	102
	Project Change Request Form.....	107
	Deliverable Acceptance Form	108
	Communication Management Plan	109
	INITIATING PHASE	116
	PLANNING PHASE.....	118
	TRAINING PHASE	120
	CONFIGURATION PHASE	122
	GO-LIVE PHASE.....	124
	CLOSING PHASE.....	126

JustWare Implementation Risk Register (Sample)127

1. Overview

This Statement of Work ("SOW") defines the development and implementation services and other related service requirements for the Cook County Government ("County" or "you") Office of the Public Defender Case Management System.

Note for the scope of work outlined herein, Journal Technologies, Inc. ("JT", "Journal Technologies" or "we") will work with the Public Defender's ("PD") Office to deploy the case management project. Both Journal Technologies and PD will each have responsibilities. Unless otherwise stated, all Deliverables shall be approved by PD in accordance with this Agreement.

2. Background

Through this Contract, the County seeks to replace its Legal Edge Case Management System to deliver a robust case management workflow, improved case processing, document management capabilities, case discovery and disposition management. This solution will provide significant efficiency gains in the overall Public Defender's Office case management processes allowing access up to 750 users at any given time.

The number of users will be determined by Cook County at the time of approval for system rollout. The number of users will determine the annual license and maintenance amount, which must be paid prior to Go-Live. The pricing for each JustWare user including unlimited use of the Public Portal, and JustWare's API is \$425. Pricing for each additional JustWare user is an additional annual license and maintenance fee of \$425. The pricing also includes 250 Document Imaging and Barcoding users. Pricing for each additional Document Imaging and Barcoding user is an additional annual license and maintenance fee of \$42.

The total number of users shall be determined by Cook County each year. Sixty (60) days prior to invoice for license and support, Cook County shall determine and submit the total users count for the upcoming and year which will determine the annual license and support amount for the upcoming year.

3. Business Goals and Objectives

JustWare is a Commercial-Off-The-Shelf (COTS) Solution that shall be installed and configured to meet the goals and objectives below. Journal Technologies shall ensure that all the requirements contained in the System Requirements Matrix are met by completion of this project.

JustWare, County and Journal Technologies, shall meet the following listed goals and objectives:

1. Improve automation throughout the Cook County Public Defender's Office;
2. Increase operational visibility;
3. Improve fiscal efficiency;
4. Provide real-time case tracking;
5. Reduce redundancies in data entry;
6. Manage and track the overall PD operations and activities;
7. Reduce manual steps;
8. Reduce paper processes;
9. Track and manage work load distribution;
10. Retrieve information easily;

11. Enable robust statistical analysis and research;
12. Track and manage incidents;
13. Improve reporting

4. Project Description

Journal Technologies will implement a solution to replace disparate case management solutions across computer software systems (i.e. LegalEdge, AS400, and Microsoft Access). The solution of JTI Software will also include the use of other software systems that are relied upon by the Public Defender (Microsoft Office, Active Directory and an integration to the Clerk's Office (A.K.A. the "Bridge"). The solution is comprised of three tightly integrated JTI components:

JustWare | Defender – A centralized case management software solution, which provides for name, case, document, scheduling, reporting, and workflow management.

JusticeWeb - Web portal provides eFiling, eDiscovery, ePayment, and eView capabilities. JusticeWeb integrates with JustWare, allowing all information and documents to immediately populate the JustWare database or go into a JustWare task queue, waiting your approval.

JustWare API - Will allow unlimited integrations between JustWare and other desired programs including law enforcement and the court. This project and pricing specifically includes the Clerk of the Circuit Court existing bridge solution and also includes the anticipated cutover of that bridge solution to the ESB (Electronic Service Bus) when that solution is implemented.

5. Project Scope

The scope of this project is to implement a case management solution replacing the Public Defender's Legal Edge case management solution. For this project, JustWare is partnering with two MBE/WBE firms, W4Sight and Bit Link Solutions. W4Sight is a Chicago-based management and technology consulting firm, which provides business process reengineering. Bit Link Solutions is a custom development company specializing in data conversions and data integration. Bit Link Solutions has more than 15 combined years of experience using JustWare and more than 40 years with custom development.

The JustWare Solution suite, in addition to business process analysis and reengineering, implementation services, and data conversion, is designed to improve the current system used by Cook County. This shall be done by improving case flow, case processing, document management, centralized statistics tracking and reporting, case discovery and disposition management. The implementation team will consist of Journal Technologies, Inc. (JT), W4Sight, Bitlink Solutions (BLS), and the Cook County (County) Public Defender's Office (PD).

The scope includes the following major business functionality as identified in the System Requirements Matrix.

- Case Management/Initiation
- Subpoena Management
- Investigations
- Case Disposition
- Case Scheduling
- Expert Witness

- Professional Development
- Ad-Hoc Reporting

The scope also includes data conversion migration, data integration to the Clerk of the Circuit Court case management system and user and administrative training.

Items assumed out of scope include:

- Custom software development
- Solution to system requirements matrix not qualified by Journal Technology comment

6. Project Approach and Implementation Methodology

Journal Technologies will implement JustWare using a four-phase approach, with custom work (i.e., data migrations and data exchanges) occurring as a separate, simultaneous project. The four phases of this project are Initiating, Planning, Executing, and Closing. Throughout the project, the Journal Technologies team and the County team will work together to meet the needs of the County. Journal Technologies may also use two subcontractors, namely, W4Sight and Bit Link Solutions, to complete portions of the implementation. Each of the four (4) phases will begin by planning for that phase and conclude when both the Public Defender’s Office’s Office, County team and Journal Technologies project managers agree that the project deliverables for that phase have been met.

6.1 Initiating Phase

During the Initiation Phase Journal Technologies shall complete the following deliverables:

6.1.2 Initiating Deliverables

Deliverables	Description
Deliver Implementation Quick-start Spreadsheets	JTI has designed some, system agnostic, Quick-start spreadsheets that are tools that assist JTI and County in populating some preliminary information into the drop down selections available in JustWare. Information from these spreadsheets will prepopulate JustWare with customer specific information and will aid in trainings and planning sessions. Spreadsheets will consist of a directory of users, statute codes and 11 core pick list options for public defenders (Case Type, Case Status, Case Involvement Types, Court Events, Event Locations, Event Status, Plea Types, Disposition Types, Sentence Types, Address Types, and Phone Types) This information is a starting point for future trainings and configuration sessions.
Software Installation and Testing	JTI shall install a testing and production environment of the JTI Developed software identified below: <ul style="list-style-type: none"> • JustWare Defender • JusticeWeb • JustWare API

6.2 Planning Phase

The Planning Phase shall ensure that the appropriate project documents, plans, and resource allocations are in place for the remainder of the project. Your project team will work with the Journal Technologies

team to create a baseline project plan which will identify necessary tasks, assign resources, and set a timeline for implementing the system.

During the Onsite planning consultations Journal Technologies and the County Team will work through the planning process and work to complete the baseline implementation plan. During this phase the Journal Technologies Team and the County team will review the implementation goals and create a schedule for the trainings, configurations, and other work necessary to achieve go live on the JustWare system in the Public Defender's Office's office(s).

During this phase, the Journal Technologies project team works with selected individuals from Cook County (i.e., the "Cook County Project Team") to analyze the Public Defender's current state, and the development of the Public Defender future state. As part of this process, Journal Technologies will assess the County's current system and develop a Requirements Traceability Matrix which shall be used to define processes critical to go live and set a priority for configuration. As a result, Journal Technologies will develop initial specifications for configuration.

JTI shall provide process reengineering and modeling workshops, resulting in detailed business functionality as identified in the System Requirements Matrix.

JTI shall also work with the County to define and develop risk management, resource plan, change management, communication management plans and finalize the work breakdown structure. We also work with the County to outline the agenda for status meetings going forward. We will work with the County to ensure that status meetings include the needed information (i.e., Summary of Work, updated Gantt chart, Production Goals, Risks, Roadblocks, etc.).

Resource Plan

Journal Technologies shall prepare a Resource Plan immediately after project kickoff. The County shall review and approve the Resource Plan prior to commencing any work. Journal Technologies shall ensure the appropriate expertise and skills are clearly present throughout the project, including but not limited appropriate and relevant Public Defender Case Management Solution Subject Matter Experts (SMEs).

6.2.1 Project Plan and Timeline

The Project Plan will be maintained by the Journal Technologies Project Manager. A read-only copy will be viewable on the project site. The Journal Technologies' Project Manager will also provide an editable format of the Microsoft Project to the Cook County Project Manager. The following table illustrates the major milestones of a typical Journal Technologies' Project Plan.

Task Name	Duration	Professors	Start	Finish	Resource Names
IL - Cook County Public Defender Sample	281.13 days		Mon 9/24/15	Fri 10/28/16	
Contract Signing	0 days		Mon 9/21/15	Mon 9/21/15	
Initiating Phase	20 days		Mon 9/21/15	Fri 10/16/15	
Implementation Team Assignment	1 day		Mon 9/21/15	Mon 9/21/15	NDT Project Team
Gather and Become Familiar With All Project Documents	1 wk	4	Mon 9/28/15	Mon 9/28/15	NDT Project Team
Sales Hand-off/Implementation Kick-off Meeting	1 day	5	Tue 9/29/15	Tue 9/29/15	Cust PM, NDT Project Team, NDT Sales Account E
Installation of Operating System and Basic Software	1 wk		Mon 9/21/15	Fri 9/25/15	NDT Installation Architect
Setup Server (Add to Network, Connect to Domain, Configure Security)	1 wk		Mon 9/21/15	Fri 9/25/15	NDT Installation Architect
SQL Server Installation	1 day	8	Mon 9/28/15	Mon 9/28/15	NDT Installation Architect
Setup Active Directory Groups and Accounts	1 day	10	Thu 10/8/15	Thu 10/8/15	
JustWare User AD Groups	1 day	18	Thu 10/8/15	Thu 10/8/15	NDT Installation Architect
Provide Workbooks and Implementation Questionnaire	1 day		Wed 9/30/15	Wed 9/30/15	NDT Project Team
Complete Implementation Questionnaire	1 wk	14	Thu 10/1/15	Wed 10/7/15	Cust PM, Cust SME
Complete Installation Workbook	1 wk	14	Thu 10/1/15	Wed 10/7/15	Cust IT Server Admin, Cust PM
Complete Code Table Workbook	1 wk	14	Thu 10/1/15	Wed 10/7/15	Cust PM, Cust SME
Complete Agency Persons Workbook	1 wk	14	Thu 10/1/15	Wed 10/7/15	Cust PM, Cust SME
Complete Statute Workbook	1 wk	14	Thu 10/1/15	Wed 10/7/15	Cust PM, Cust SME
JustWare	4 days		Fri 10/9/15	Wed 10/14/15	
Perform Installation	3 days	12	Fri 10/9/15	Tue 10/13/15	NDT Installation Architect
Verify JustWare Installation	1 day	22	Wed 10/14/15	Wed 10/14/15	NDT PM, Cust PM
JusticeWeb	2 days	21	Thu 10/15/15	Fri 10/16/15	
Perform Installation	1 day		Thu 10/15/15	Thu 10/15/15	NDT Installation Architect
Verify JusticeWeb Installation	1 day	25	Fri 10/16/15	Fri 10/16/15	Cust PM, NDT PM
JustWare API	2 days	21	Thu 10/15/15	Fri 10/16/15	
Perform Installation	1 day		Thu 10/15/15	Thu 10/15/15	NDT Installation Architect
Verify API Installation	1 day	28	Fri 10/16/15	Fri 10/16/15	NDT PM, Cust PM
Import Data From Workbooks	1 day	21	Thu 10/15/15	Thu 10/15/15	
Code Table Import	1 day	17	Thu 10/15/15	Thu 10/15/15	NDT Project Team
Agencies and Persons Import	1 day	18	Thu 10/15/15	Thu 10/15/15	NDT Project Team
Statute Import	1 day	19	Thu 10/15/15	Thu 10/15/15	NDT Project Team
Setup and Installations Completion (Milestone)	0 days	21,24,27,30	Fri 10/16/15	Fri 10/16/15	Cust PM, NDT Project Team

Task Name	Duration	Predecessors	Start	Finish	Resource Names
<input type="checkbox"/> Planning Phase	35 days	3	Mon 10/19/15	Wed 12/9/15	
Prepare Start Meeting Documents	1 day		Mon 10/19/15	Mon 10/19/15	NDT PM
Deliver Start Meeting Agenda	0 days	37	Mon 10/19/15	Mon 10/19/15	NDT PM
Deliver Draft Change Management Plan	0 days	37	Mon 10/19/15	Mon 10/19/15	NDT PM
Deliver Draft Communications Management Plan	0 days	37	Mon 10/19/15	Mon 10/19/15	NDT PM
Deliver Initial Risk Register	0 days	37	Mon 10/19/15	Mon 10/19/15	NDT PM
Implementation Overview					
Implementation Overview	0.5 days		Tue 10/20/15	Tue 10/20/15	Cust PM, NDT PM
Implementation Goals and Priorities	0.5 days	43	Tue 10/20/15	Tue 10/20/15	Cust PM, NDT PM
<input type="checkbox"/> Project Roles and Responsibilities	1 day	44	Wed 10/21/15	Wed 10/21/15	Cust PM, NDT PM
Identify JustWare Administrators	1 day		Wed 10/21/15	Wed 10/21/15	Cust PM
Identify Functional Groups	1 day		Wed 10/21/15	Wed 10/21/15	Cust PM
Identify Key Subject Matter Expert(s)	1 day		Wed 10/21/15	Wed 10/21/15	Cust PM
<input type="checkbox"/> Create Project Management Plan	2 days	45	Thu 10/22/15	Fri 10/23/15	Cust PM, NDT PM
Complete and Deliver Change Plan	1 day		Thu 10/22/15	Thu 10/22/15	Cust PM, NDT PM
Complete and Deliver Communications Plan	1 day		Thu 10/22/15	Thu 10/22/15	Cust PM, NDT PM
Create Risk Register	1 day		Thu 10/22/15	Thu 10/22/15	Cust PM, NDT PM
Create Organizational / Human Change Plan	1 day		Thu 10/22/15	Thu 10/22/15	Cust PM, NDT PM
<input type="checkbox"/> Create Preliminary/Baseline WBS	2 days		Thu 10/22/15	Fri 10/23/15	NDT PM
Provide Draft WBS	1 day		Thu 10/22/15	Thu 10/22/15	Cust PM
Review and Update WBS	1 day	55	Fri 10/23/15	Fri 10/23/15	Cust PM
<input type="checkbox"/> Site Visits	15 days		Tue 10/20/15	Mon 11/9/15	
Site Visit Prep	1 day		Tue 10/20/15	Tue 10/20/15	Senior Business Analyst, NDT Implementer(s)
Case File Reviews	3 days	59	Wed 10/21/15	Fri 10/23/15	Senior Business Analyst, NDT Implementer(s)
Chicago Site Visits	10 days	60	Mon 10/26/15	Fri 11/6/15	Senior Business Analyst, NDT Implementer(s)
Suburban Site Visit	1 day	61	Mon 11/9/15	Mon 11/9/15	Senior Business Analyst, NDT Implementer(s)
<input type="checkbox"/> Follow-up	9 days	58	Tue 11/10/15	Mon 11/23/15	
Management Confirmation Meetings (6)	3 days		Tue 11/10/15	Fri 11/13/15	Senior Business Analyst
Completion of notes	3 days	64	Mon 11/16/15	Wed 11/18/15	Senior Business Analyst
Drafting of Requirements Matrix	3 days	65	Thu 11/19/15	Mon 11/23/15	Senior Business Analyst
Update WBS and Finalize Project Schedule	2 wks	57	Tue 11/24/15	Wed 12/9/15	Cust PM, NDT PM
Project Plan Acceptance	0 days	67	Wed 12/9/15	Wed 12/9/15	Cust PM, NDT PM

Task Name	Duration	Predecessors	Start	Finish	Resource Name(s)
Executing Phase	21 days	36	Thu 12/10/15	Fri 12/11/15	
Training / Work Room Setup	1 day		Thu 12/10/15	Thu 12/10/15	Cust IT Workstation Admin
Future Workflow Modeling	12 days		Thu 12/10/15	Mon 12/28/15	
Initiation & Assignment	2 days		Fri 12/11/15	Fri 12/11/15	Business Analyst
Notifications	2 days		Thu 12/10/15	Fri 12/11/15	Senior Business Analyst
Document Management	2 days	75	Mon 12/14/15	Tue 12/15/15	Senior Business Analyst
Scheduling	2 days	74	Mon 12/14/15	Tue 12/15/15	Business Analyst
Case Activity and Events	2 days	77	Wed 12/16/15	Thu 12/17/15	Business Analyst
Parties and Witnesses	2 days	78	Fri 12/18/15	Mon 12/21/15	Business Analyst
Investigation	2 days	79	Tue 12/22/15	Wed 12/23/15	Business Analyst
Disposition & Appeals	2 days	76	Wed 12/16/15	Thu 12/17/15	Senior Business Analyst
Reporting	2 days	80	Thu 12/24/15	Mon 12/28/15	Business Analyst
Interfaces	2 days	81	Fri 12/18/15	Mon 12/21/15	Senior Business Analyst
Review Flows	2 days	83	Tue 12/22/15	Wed 12/23/15	Business Analyst, Senior Business Analyst
Work Flow Tuning Workshops	6 days	73	Tue 12/29/15	Wed 1/6/16	
Workshop Prep	2 days		Tue 12/29/15	Wed 12/30/15	Business Analyst, Senior Business Analyst
Workshop 1 - Initiation, Notifications, Document Management, Scheduling	1 day	77,86	Thu 12/31/15	Thu 12/31/15	Business Analyst, Senior Business Analyst
Workshop 2 - Case Activity and Events, Parties and Witnesses, Investigation	1 day	80,87	Mon 1/4/16	Mon 1/4/16	Business Analyst, Senior Business Analyst
Workshop 3 - Disposition and Appeals	1 day	81,88	Tue 1/5/16	Tue 1/5/16	Business Analyst, Senior Business Analyst
Workshop 4 - Reporting, Interfaces, Security	1 day	83,89	Wed 1/6/16	Wed 1/6/16	Business Analyst, Senior Business Analyst
JustWare Administrator Training	3 days	71	Fri 12/11/15	Tue 12/15/15	NDT Implementer(\$)
JusticeWeb Administrator Training	3 days	93	Wed 12/16/15	Fri 12/18/15	NDT Implementer(\$)
Business Intelligence Development Training	1 day	93	Wed 12/16/15	Wed 12/16/15	NDT Implementer(\$)
JDA Training / Document Author Training	8 hrs		Wed 12/16/15	Wed 12/16/15	NDT Implementer(\$)
Report Author Training	8 hrs		Wed 12/16/15	Wed 12/16/15	NDT Implementer(\$)
Business Rule Development Training	8 hrs		Wed 12/16/15	Wed 12/16/15	NDT Implementer(\$)

Task Name	Duration	Predecessors	Start	Finish	Resource Name(s)
Work through Processes and Workflows Iteration One	22 days	93	Thu 1/7/16	Fri 2/5/16	
Define Data Entry Policies	1 wk		Thu 1/7/16	Wed 1/13/16	Cust PM, Cust SME, Cust JW Admin
Add Options to System Drop Down Lists (Configure Code Tables)	1 wk	102	Thu 1/14/16	Wed 1/20/16	Cust SME, Cust PM, Cust JW Admin
Configure Tools and Utilities	1 day	103	Thu 1/14/16	Thu 1/14/16	Cust PM, Cust SME, Cust JW Admin
System Output Creation	2-25 days	103	Thu 1/21/16	Mon 1/25/16	
Create Screen Layout Specification(s)	1 day		Thu 1/21/16	Thu 1/21/16	Cust SME
Define Report Specification(s)	1 day		Thu 1/21/16	Thu 1/21/16	Cust SME
Define Document Template Specification(s)	1 day		Thu 1/21/16	Thu 1/21/16	Cust SME
Screen Configurations	10 hrs	106	Fri 1/22/16	Mon 1/25/16	NDT BI Developer(s)
Reports	10 hrs	107	Fri 1/22/16	Mon 1/25/16	NDT BI Developer(s)
Document Templates	10 hrs	108	Fri 1/22/16	Mon 1/25/16	NDT BI Developer(s)
Add Automation Options	4-25 days	105	Mon 1/25/16	Fri 1/29/16	Cust SME, Cust PM, Cust JW Admin
Default Involvements	1 day		Mon 1/25/16	Tue 1/26/16	
Auto Number Generation	1 day	113	Tue 1/26/16	Wed 1/27/16	
Notifications / Email Reminders	1 day	114	Wed 1/27/16	Thu 1/28/16	
Business Rules	10 hrs	105,115	Thu 1/28/16	Fri 1/29/16	NDT BI Developer(s)
Apply Security Requirements	2 days	112	Fri 1/29/16	Tue 2/2/16	Cust SME, Cust PM, Cust JW Admin
Other Configurations	2 days	117	Tue 2/2/16	Thu 2/4/16	
Test and Validate Configurations	2 wks	105SS+ 2 days	Mon 1/25/16	Fri 2/5/16	Cust SME
Work through Processes and Workflows Iteration Two	22 days	101	Mon 2/8/16	Tue 3/8/16	
Work through Processes and Workflows Iteration Three	22 days	120	Wed 3/9/16	Thu 4/7/16	
Work through Processes and Workflows Iteration Four	22 days	139	Fri 4/8/16	Mon 5/9/16	
Work through Processes and Workflows Iteration Five	22 days	158	Tue 5/10/16	Thu 6/9/16	
Work through Processes and Workflows Iteration Six	22 days	177	Fri 6/10/16	Tue 7/12/16	
Work through Processes and Workflows Iteration Seven	22 days	196	Wed 7/13/16	Thu 8/11/16	
Work through Processes and Workflows Iteration Eight	22 days	215	Fri 8/12/16	Tue 9/13/16	
Additional Iterations as Necessary	1 day	234	Wed 9/14/16	Wed 9/14/16	

Task Name	Duration	Predecessors	Start	Finish	Resource Name(s)
<input type="checkbox"/> Integration Workshop	16 days		Tue 5/10/16	Wed 6/1/16	
Review Integration Points	1 day		Tue 5/10/16	Tue 5/10/16	Cust PM, NDT PM
Data Mapping	1 wk	257	Wed 5/11/16	Tue 5/17/16	Cust SME, NDT PM [10%]
Plan Integration Development	2 wks	258	Wed 5/18/16	Wed 6/1/16	Cust PM, Cust SME, NDT Implementer(s)
<input type="checkbox"/> Development of First Interface	69 days	256	Thu 6/2/16	Thu 9/8/16	
Review and Update Data Mapping Document	1 day		Thu 6/2/16	Thu 6/2/16	Interface Developer
Iteration 1 Development	4 wks	261	Fri 6/3/16	Thu 6/30/16	Interface Developer
First Iteration Delivery	1 day	262	Fri 7/1/16	Fri 7/1/16	Interface Developer
Review and Provide Feedback	10 days	263	Tue 7/5/16	Mon 7/18/16	Cust PM, Cust SME
Iteration 2 Development	2 wks	264	Tue 7/19/16	Mon 8/1/16	Interface Developer
Second Iteration Delivery	1 day	265	Tue 8/2/16	Tue 8/2/16	Interface Developer
Review and Provide Feedback	10 days	266	Wed 8/3/16	Tue 8/16/16	Cust PM, Cust SME
Iteration 3 Development	1 wk	267	Wed 8/17/16	Tue 8/23/16	Interface Developer
Third Iteration Delivery	1 day	268	Wed 8/24/16	Wed 8/24/16	Interface Developer
Final Review	10 days	269	Thu 8/25/16	Thu 9/8/16	Cust PM, Cust SME
<input type="checkbox"/> Development of Second Interface (When Appropriate)	69 days	256	Thu 6/2/16	Thu 9/8/16	

Task Name	Duration	Predecessors	Start	Finish	Resource Names
Data Conversion Workshop	11-38 days		Fri 4/8/16	Mon 4/25/16	
Define Data Extraction Method and Format	1 wk		Fri 4/8/16	Thu 4/14/16	Cust PM, Cust SME
Gain Access to Legacy Data	1 day	285	Fri 4/15/16	Fri 4/15/16	Cust IT Server Admin, Cust PM
Data Mapping	1-08 wks	286	Mon 4/18/16	Mon 4/25/16	
Development	52 days		Fri 4/8/16	Tue 6/21/16	
Review and Update Data Mapping Document	1 day		Fri 4/8/16	Fri 4/8/16	Data Conversion Developer
Initial Development	3 wks	289	Mon 4/11/16	Fri 4/29/16	Data Conversion Developer
First Iteration Delivery	1 day	290	Mon 5/2/16	Mon 5/2/16	Cust PM, Cust IT Server Admin, NDT PM
Review and Provide Feedback	2 wks	291	Tue 5/3/16	Mon 5/16/16	Cust SME, Cust JW Admin
Second Iteration Development	2 wks	292	Tue 5/17/16	Tue 5/31/16	Data Conversion Developer
Second Iteration Delivery	1 day	293	Wed 6/1/16	Wed 6/1/16	Cust PM, Cust IT Server Admin, NDT PM
Review and Provide Feedback	1 wk	294	Thu 6/2/16	Wed 6/8/16	Cust SME, Cust JW Admin
Third Iteration Development	1 wk	295	Thu 6/9/16	Wed 6/15/16	Data Conversion Developer
Third Iteration Delivery	1 day	296	Thu 6/16/16	Thu 6/16/16	Cust PM, Cust IT Server Admin, NDT PM
Review Third Iteration	3 days	297	Fri 6/17/16	Tue 6/21/16	Cust SME, Cust JW Admin
System Live	0 days		Fri 9/30/16	Fri 9/30/16	
Create/Finalize End User Training Schedule	1 day		Thu 9/15/16	Thu 9/15/16	Cust PM
Finalize Go Live Schedule	1 day	301	Fri 9/16/16	Fri 9/16/16	Cust PM
Prepare End User Training Materials	1 day		Thu 9/15/16	Thu 9/15/16	NDT PM
End User Training	2 wks	302	Mon 9/19/16	Fri 9/30/16	Cust JustWare Trainer
System Live	0 days		Fri 9/30/16	Fri 9/30/16	
Discontinue Entry into Legacy System	0 days	304	Fri 9/30/16	Fri 9/30/16	Cust PM
Complete Live Data Conversion	0 days	306	Fri 9/30/16	Fri 9/30/16	
Provide Conversion Data for Go-live from Legacy System	0 days		Fri 9/30/16	Fri 9/30/16	Cust IT DBA
Convert Data for Go-live	0 days	308	Fri 9/30/16	Fri 9/30/16	Data Conversion Developer
Load Converted Data to Production Server	0 days	309	Fri 9/30/16	Fri 9/30/16	Data Conversion Developer, NDT Implementer(s)
Begin Using System in Live Capacity	0 days		Fri 9/30/16	Fri 9/30/16	
Go Live Assistance	2 wks	311	Mon 10/3/16	Fri 10/14/16	NDT Implementer(s)

Task Name	Duration	Predecessors	Start	Finish	Resource Names
Closing Phase	9-13 days	70	Mon 10/17/16	Fri 10/28/16	
Post Go Live Review And Project Closure Meeting	2 days		Mon 10/17/16	Tue 10/18/16	Cust PM, NDT PM
Verify all Deliverables are Complete	1 wk	315	Wed 10/19/16	Tue 10/25/16	Cust PM, NDT PM
Complete Project Documentation	1 day	316	Wed 10/26/16	Wed 10/26/16	NDT PM
Deliver Project Documentation	1 day	317	Thu 10/27/16	Thu 10/27/16	NDT PM
Support Handoff Meeting	1 hr	318	Fri 10/28/16	Fri 10/28/16	Cust JW Admin, Cust PM, NDT PM, NDT Support S
Final Project Sign Off	0 days	319	Fri 10/28/16	Fri 10/28/16	Cust PM, NDT PM

Work Breakdown Structure (WBS)

The above work breakdown structure shall be established and maintained throughout the life of the project implementation phases until final deployment. This shall include each Task Name (Work Package), Duration, Start Date, End Date, and Predecessor Task(s).

Changes to Timeline

All changes to the Implementation timeline will be handled as part of the status meetings held between the County Project Manager and the Journal Technologies Project Manager. Some examples are:

- Changing training dates;
- Changing data conversion iteration delivery dates;
- Changing the development priority of reports and templates

The following procedure outlines the anticipated steps in managing these changes.

- The need (or opportunity) to change is recognized;
- The suggested change is submitted for discussion in an upcoming status meeting;
- The change is defined and discussed in the status meeting;
- The change is approved or rejected;
- Communicate decision(s) to affected parties;
- Approved changes are implemented;
- Project documentation is updated

6.2.2 Project Assumptions and Constraints

The project plan and approach includes the following assumptions:

- An important aspect of this project is that the Public Defender's Office receives a robust case management system that incorporates the functionality listed in this Scope of Work and fulfills the requirements matrix of the RFP;
- Cook County will have an implementation team assigned to work on the project;
- The Cook County team will have the authority to unilaterally determine what is and what is not completed during the implementation;
- The Cook County and Journal Technologies project teams will prioritize configurations prior to Go Live to fit within the required timeframe;
- Cook County team will determine what needs to be accomplished in the "to be" and will prioritize what items must be completed prior to go live;
- Based on risks encountered the schedule may need to be adjusted. Accordingly, the prioritized list will change as work is completed and schedule adjustments are made;
- During the implementation the Cook County team will receive training on how to make configurations to the system, create reports, templates etc. allowing the Cook County team to continue to configure the system on an ongoing basis so that the system may evolve to meet County needs.

Both Journal Technologies and the County will concurrently work with Bit Link Solutions to develop a detailed data conversion plan, including developing a data mapping document, scheduling data conversion script reviews, etc.

Planning phase milestones include acceptance of the project plan and schedule agreement by the County Project Manager and the Journal Technologies Project Manager.

6.2.3 Planning Deliverables

The following deliverables will be met during this phase:

Deliverables	Description
Project Plan	Development of a Project Plan and Schedule (WBS)
Onsite Planning Consultation(s)	Onsite consultation shall consist of requirements gathering and validation. Each site requires on site consultation of 2-3 days for the following locations: <ul style="list-style-type: none"> • 26th and California • Juvenile Court • 69 W. Washington • Markham Courts • Reengineering and Remodeling Workshops • Data Conversion Plan • Data Mapping Document • Data Conversion Script
Reengineering and Remodeling Workshops	<p><i>Workshop 1: Initiation, Assignment, Scheduling, Events, Notifications</i></p> <p><i>Workshop 2: Investigation, Witnesses, Document Management</i></p> <p><i>Workshop 3: Disposition, Appeals, Reporting</i></p> <p><i>Workshop 4: Interfaces, Security, System Administration</i></p>

6.3 Executing Phase

The objective of this phase is to configure JustWare for Public Defender’s Office’s Office workflows and to have Public Defender’s Office’s Office staff begin using JustWare in a live capacity. During this phase JustWare Administrators will receive instruction on how to configure and maintain the JustWare System; Journal Technologies shall build and configure the solution based on Public Defender’s requirements (System Requirements Matrix) and business rules. Public Defender project team will assist in the configuration. End users will be trained on how to complete their day to day tasks in the JustWare system.

Reengineering, training and system configuration – During the executing phase, we will work collaboratively with our partner W4Sight to reengineer processes. We will analyze a specific process (i.e., intake, investigation, disposition, etc.) develop a specification , and then configure JustWare to match that specification (working between Re-Engineering and Future Modeling and System Configuration tasks outlined above). We also provide administrator training during this phase. These trainings give the Cook County project team the skills and knowledge to assist the Journal Technologies team in configuring JustWare.

Data Conversion and Go Live. As part of the executing phase, Bit Link Solutions will develop the data conversion to migrate data from LegalEdge, Access, and other files into JustWare. After the County signs off on the data conversion script and system configuration, we will prepare for go live. Journal Technologies will provide go live assistance onsite to help with end user training and assist during go live.

JustWare and JusticeWeb Configuration Services will be performed onsite and will include:

Deliverables	Description
JDA Templates	JDA Templates are built to pull case or name data into a document that may be edited by an end user. JDA Templates are automatically saved to the JustWare electronic filing cabinet.
SSRS Reports:	SSRS Reports are view or export only reports that are generally used for dashboards, queue management, summary, and other data review and viewing purposes. Reports are not automatically saved into the JustWare electronic filing cabinet. SSRS Reports can be set up to run on a subscription basis through email or shared network folder.
JWXML Screens	Screen changes include relabeling of fields, removing unused fields, and positioning of data groups. Business Rules - Business rules in JustWare can be used to enforce data entry, insert or delete data based on specific triggers.

Journal Technologies shall provide onsite training during implementation and deployment. This shall include:

1. Train the Trainer: Training provided on the JustWare to county trainers and/or super users. To help prepare them to train the county end users.
2. End User Training: Assistance to County trainers to aid in End User training in preparation for system go-live.
3. Onsite Assistance during Go-Live: Onsite Assistance during Go-Live includes assisting end users transition to the new system by answering questions and providing support in learning how to perform daily tasks in the JustWare system.
4. The development of computer based modular training that can be utilized by public defender staff.

JustWare Training will include the following training sessions:

- JustWare Administrator Training
 - Administrator Training includes instruction on how to setup and manage JustWare to meet the needs of your office. Topics that will be covered include Code Table Input and Maintenance, security setup, and data partitioning.
 - JusticeWeb Administrator Training and Configuration; this will include but not limited to instruction in one or more of the following areas, as jointly determined by the County Project Manager (CPM) and Journal Technologies Project Manager "JTPM":
 - Setting up and maintaining the E-Filing portal including the ability to have pro se litigants, attorneys, claimants, and other case participants to electronically file and review cases via the web.;

- Setting up and maintaining E-Discovery, managing the exchange of discovery packages online;
 - Setting up and maintaining E-View, including setting up a login-secured and/or publicly accessible web portal that contains case, personnel, or calendar information;
- Business Intelligence Development Training and Configuration;
 - Includes instruction in one or more of the following areas, as jointly determined by the CPM and JTPM:
 - Business Rule Training, providing trainees with the knowledge necessary to create, modify, and maintain business rules within JustWare;
 - Document Author Training, providing trainees with the knowledge necessary to build JDA templates;
 - Report Author Training, providing trainees with the knowledge necessary to create, modify, and manage reports.

Bit Link will provide three iterations of the script to ensure that all data migrates into JustWare correctly.

Executing phase milestones include data conversion acceptance, configuration acceptance, and system go live.

Key Activity	Deliverables	Key Personnel/Responsibility	Acceptable Criteria
1. Business requirements validation	1. Requirements Traceability Matrix	Journal Technologies and Cook County Project team	Appropriate specifications created and accepted.
2. Technical requirements validation	1. JustWare Hardware and Software Requirement Documentation	Journal Technologies Installation Architect, Cook County Project Team	Verify that environment meets the hardware and software requirements.
3. System design	1. Specifications	Journal Technologies and Cook County Project	System acceptance and approved for go live

6.3 Closing Phase

The objective of this phase is to close out the implementation project and introduce the Public Defender's Office team to the Journal Technologies support team.

The Journal Technologies Project Management Team will meet with the Public Defender's Office team to conduct an implementation project retrospective. This is a review and audit of the implementation process to discuss lessons learned; what went well and what could have been improved. This exercise can provide useful insights for you and your project team on the best way to manage upgrades,

configuration changes, new functionality, document templates, reports, business rules etc. as you grow JustWare through the years of its use. At this point, we will also finalize the project accounting, review any outstanding invoices and sign off on the final project deliverables.

During the closing phase, your Journal Technologies project team continues to work with you for several weeks to introduce you to the Journal Technologies Public Defender's Office support team, answer any questions, assist in resolving any difficulties and ensure a smooth transition from our project team to our Journal Technologies Public Defender's Office support team, who support you going forward. Closing phase milestones include support handoff and project closure.

Journal Technologies Deliverables

- Project review and closure meeting

Project Health Check

Periodic health check assessments of the project will be scheduled and held as needed throughout the life of the project. The Project Health Check is a proactive assessment, and as such the issues found are immediately followed by recommendations to resolution. This assessment report focuses on:

- Existence of requisite document deliverables;
- Level of quality of existing documents;
- Average number of open issues per criticality;
- Average resolution time to open issues per criticality;
- Open items list after conclusion of deployment, and the existence of mitigation plans.

All meetings, issues, actions and risks, which occur during the life of the project, will be documented by the Journal Technologies' Project Manager. Journal Technologies shall use the following project status categorization but shall work with the County to develop one that is more meaningful if necessary.

Categories shall have the following meanings:

- Red: The project is in danger of imminent failure. Action is required, a recovery plan is needed.
- Amber: The project is considered likely to fail unless actions are taken to redress. Action is required; a recovery plan is in place.
- Green: The project meets expectations.

Project Management. We will conduct weekly status meetings with the Project Team and monthly Steering Committee meetings throughout the project. We will prepare written status reports detailing accomplishments, next steps, and outstanding issues. Additionally, we will review key decisions, budget, project timeline, and issues for resolution. We will present these status updates in a discussion format to verify that the PD project team and management remain actively involved in the project, and to confirm that all questions and issues are addressed in a timely manner.

Please refer to Appendix B for sample project management documentation (i.e., deliverable acceptance, risk, issue tracking etc.).

Final Documentation

- Documentation at the completion of the project will include;
- Project sign-off and completion document;
- Lessons Learned deliverable;
- Completed data conversion document;
- Completed integration document;
- JustWare Solution end user guide;
- Final network infrastructure documentation

To enforce consistent documentation and consensus of project requirements, direction, expectations, etc., Journal Technologies requires Signoff at multiple stages of the project. Signoff will be required at the conclusion of a business process design, a prototype review, an integration specification, report specification, etc. More specifically, both the Public Defender's Office and Journal Technologies acknowledge that there will not simply be one final Signoff, but iterative signoffs throughout the project, and a final Signoff at the end of each project phase.

The following outlines the specific process for the review and Signoff of deliverables.

- There shall be a list of required functionality prepared in conjunction with the Public Defender's Office Project Team that defines the functionality desired to meet the business need. The system requirements for this document are included in Section 9, Journal Technology Solution and Specific Software Functionality.
- The Public Defender's Office Project Team understands that they are a sophisticated business owner of their processes and have a duty to assist in the requirements definition process.
- Once submitted, the Public Defender's Office Project Team shall have five (5) business days to review and approve or reject the requirements. Extensions to this time frame shall be granted if the Public Defender Project Team notifies Journal Technologies of the need for an extension.
- The deliverables shall be numbered appropriately with an acceptance or rejection box for each appropriate deliverable area.
- Rejections shall be at the detailed field/requirement level. All items not rejected will be accepted.
- If rejected, the rejection shall include specific descriptions of the deficiencies in writing.
- Journal Technologies shall have five (5) business days to revise the document.
- The standard for the first review shall be whether the document meets the requirements or specification as discussed by the Project Team.
- The standard for subsequent reviews shall be whether the Public Defender's Office determines that the objection to the deliverable area has been met.
- No item previously approved shall be rejected at a later time unless mutually agreed to by the Project Team.
- No new functionality may be introduced after acceptance of the requirements definition, except through the stated change order process.
- Journal Technologies shall have no obligation to proceed with any further work on the task and its dependencies identified in the project plan until items appealed to the Steering Committee have been resolved.

6.4 Project Governance Model

This section provides a basic outline of the governance that will be used to manage these activities including an overview of the change management process and the organizational structure and identification of the key stakeholders.

Project Kickoff Event

Journal Technologies will coordinate with the Public Defender's Office's Office and Cook County Team to schedule and conduct a kick off meeting. The kick off meeting event will include discussion of the following:

- Introduction and Background
- Project Overview
- Project Scope
- Project Approach
- Project Structure
- Next Steps

Issue Management Plan

This document defines how issues, here defined as software defects, change requests and environmental issues, will be resolved. Issues will be tracked in a centralized platform. All issues go through a Change Control Process to facilitate proper vetting of issues.

Defects will be classified as follows:

1. **Catastrophic:** Defects that could (or did) cause disastrous consequences for the system in question (e.g., critical loss of data, critical loss of system availability, critical loss of security, critical loss of safety, etc.).
2. **Severe:** Defects that could (or did) cause very serious consequences for the system in question (e.g., a function is severely broken, cannot be used and there is no workaround).
3. **Major:** Defects that could (or did) cause significant consequences for the system in question - A defect that needs to be fixed but there is a workaround (e.g., function is badly broken but workaround exists).
4. **Minor:** Defects that could (or did) cause small or negligible consequences for the system in question. Easy to recover or workaround (i.e., misleading error messages, displaying output in a font or format other than what the Public Defender's Office desired, simple typos in documentation, bad layout or misspelling on-screen, and so forth).
5. **Enhancement:** Suggestions to make a change to the system that is not in the signed requirements.

Quality Management Plan

This document outlines the methods of surveillance shall be used in the administration of the project. A set of test cases will be constructed for each of the requirements and tests will be administered using a variety of techniques to support a comprehensive approach.

1. **Direct Observations:** Direct Observation of services and products is used to survey the requirements. Observations can be performed periodically or through 100% surveillance. The observations are documented in a surveillance log.
2. **Planned Sampling:** This method uses a comprehensive evaluation of selected outputs. This is applicable to interim outputs, whose quality is also measured in final outputs. The inspections may be scheduled (Monthly Review) or unscheduled (as required). Planned Sampling may be documented using a Surveillance Checklist. Planned Sampling is also called Periodic Inspection.
3. **100% Inspection:** This method evaluates all outputs of the requirement. This is most applicable to small quantity, but highly important products and services. 100% inspections may be documented using a Surveillance Checklist.
4. **Random Sampling:** This method is designed to evaluate the outputs of the requirement by randomly selecting and inspecting a statistically significant sample. This is highly recommended for large quantity, repetitive activities with objective and measurable quality attributes.
5. **Quality Management:** Quality management is usually included as part of other documents governing the various phase and cross phase activities, but for the project, this can be broken out as an initial document as well.

Scope Management Plan

Project Scope Management is primarily concerned with defining and controlling what is in scope and what is out of scope for the project. It is helpful to plan and document how project scope will be defined, verified, managed and controlled by the project management team. Project Scope Management is one of the most important tasks for the Project Manager. Clear and precise scoping leads to Public Defender's Office acceptance and satisfaction.

The scope is set in the Project Charter and, once agreed upon by Journal Technologies and Public Defender's Office, will be applied in all the activities. Project Scope Management follows a five step process; Collect Requirements, Define Scope, Create WBS, Verify Scope, and Control Scope.

1. **Collect Requirements:** This first step is the process by which we shall define and document the requirements needed to meet all project objectives. The foundation of this process is the project charter, stakeholder register, and the System Requirements Matrix contained in the RFP. From these, the team can identify requirements, collectively discuss details associated with meeting each requirement, conduct interviews and follow-on discussion to clarify the requirements, and document the requirements in sufficient detail to measure them once the project begins the execution phase. This documentation also serves as an input to the next step in the process which is to define scope.
2. **Define Scope:** This step is critical to project success as it requires the development of a detailed project/product description to include deliverables, assumptions, and constraints and establishes the framework within which project work must be performed.
3. **Create WBS:** This process breaks project deliverables down into progressively smaller and more manageable components which, at the lowest level, are called work packages. This hierarchical structure allows for more simplicity in scheduling, costing, monitoring, and controlling the project.
4. **Verify Scope:** This is the process by which the project team receives a formalized acceptance of all deliverables with the sponsor and/or Public Defender's Office.
5. **Control Scope:** This is the process of monitoring/controlling the project/product scope as well as managing any changes in the scope baseline. Changes may be necessary to the project scope but it

is imperative they are controlled and integrated in order to prevent scope creep. The Scope Management Plan provides the scope framework for this project. This plan documents the scope management approach; roles and responsibilities as they pertain to project scope; scope definition; verification and control measures; scope change control; and the project's work breakdown structure. Any project communication which pertains to the project's scope should adhere to the

Scope Management is inextricably tied to the Change Control Process, therefore, scope management also is covered in the guiding documents regarding change management.

Requirements Management Plan

Managing requirements will present a systematic approach to finding, documenting, organizing and tracking the stakeholders and users changing needs. All these will be provided in a series of Functional Requirements documents that will be reviewed with the Public Defender's Office and approved as the baseline. Once the baseline is established, subsequent changes will need to be communicated by a Change Request and must be approved according to the Change Management plan. Each Change Request will be evaluated and estimated and an estimated impact statement will be produced.

The several Requirements Documents will be managed within a project site and listed as Final once the requirements contained within the document have been approved by the Public Defender's Office.

We assume that collective requirements changes affect all project activities and resources and can lead to schedule and timeline review and modification. The following process will be followed for requirements change management:

- A stakeholder (Public Defender's Office) requests a requirements change, addition or deletion. The change request should include such requirement attributes as priority, and stability/volatility of new change, business justification for change, impact on business of not making change.
- Requirements are added to Requirements Management Plan with a status of "requested"
- The Impact Analysis is peer reviewed. At a minimum the analysis will cover these criteria:
 - Scheduling
 - Direct Costs
 - Indirect Costs
 - Quality
 - Resources

Impact criteria will be prioritized by the Configuration Change Board

Change requests are submitted to Configuration Change Board (CCB) (a group of stakeholders we propose is formed for just this purpose).

- The Public Defender's Office's Office stakeholders vote to accept/reject change requests.
- The status of requirement is modified accordingly, justifications for rejections are recorded.
- Project scheduling/resources are adjusted if necessary.
- Any changes that amend the agreement require approval of the County's Chief Procurement Officer or their designee.

System Design Documentation Plan

The System Design Document will describe the system requirements, operating environment, system and subsystem architecture, files and database design, input formats, output layouts, human-machine interfaces, detailed design, processing logic, and external interfaces.

Security Plan

The Security Plan Document will detail the security model that both protects data integrity and privacy and also supports efficient data access and collaboration

Knowledge Transfer Plan

This plan defines the approach to be used for getting the key Public Defender's Office IT staff members trained on underlying products so that they are familiar with the administration and maintenance that required to optimize the County's investment.

Cutover and Implementation Plan

This plan will include the schedule and plan for migrating from the prior system to the new system.

Schedule Management Plan

Project schedules shall be created starting with the deliverables identified in the project's Work Breakdown Structure (WBS). Activity definition shall identify the specific work packages which must be performed to complete each deliverable. Activity sequencing shall be used to determine the order of work packages and assign relationships between project activities. Activity duration estimating shall be used to calculate the number of work periods required to complete work packages. Resource estimating shall be used to assign resources to work packages in order to complete schedule development.

Once a preliminary schedule has been developed, it shall be reviewed by the project team and any resources tentatively assigned to project tasks. The project team and resources must agree to the proposed work package assignments, durations, and schedule. Once this is achieved, the project sponsor shall review and approve the schedule and it shall then be base lined.

Risk Management Plan

Risk Management occurs persistently through any project. A Risk Management Plan shall be used to govern the process by which risks, once identified, will be communicated, analyzed, categorized, prioritized, and how mitigation strategies will be developed. A Risk Registry will be created and managed throughout the project, this will be used to log risks, assign priorities and status to the risk, and outline the mitigation strategy. Over time, this also provides an historic record of the risks addressed and how.

In an effort to track and manage our risks, we have implemented the following procedures:

- Each risk is reviewed bi-weekly as part of the bi-weekly Program Management Plan review
- The Risk Registry is updated bi-weekly
- Risks with a risk condition that is current or for which the mitigation strategy is not approved will be recorded on the status report. They remain in the status report until they are either resolved or the Public Defender's Office decides they are no longer of concern.
- All open risks are reported monthly in the Performance Review meeting with the Project Management.

The Risk Registry is an Excel Spreadsheet and has the following sections:

Possible Risks: This worksheet is used to enter potential risks in the registry. When a potential risk is initially identified, it is logged in this worksheet with enough detail to make an initial determination.

Risk Identification: This worksheet is used for those potential risks to conduct a further assessment. In this case, anything that was defined in the Possible Risks worksheet is added, an identification number is assigned, the risk is categorized and classified, and causes and consequences are determined.

Risk Analysis and Prioritization: This worksheet is used to establish priority and to conduct an analysis of the probability of the risk condition occurring, the impact of such, and the level of exposure from the risk condition and to whom.

Risk Planning: This worksheet is used to set triggers and mitigation strategies for managing the risk as well as a plan for handling the risk condition should it occur. This is also used to assign tasks for preventing the risk condition or to manage the condition should it occur.

Cost Management Plan

The Cost Management Plan clearly defines how the costs on a project will be managed throughout the project's lifecycle. It sets the format and standards by which the project costs are measured, reported and controlled. The Cost Management Plan:

- Identifies who is responsible for managing costs
- Identifies who has the authority to approve changes to the project or its project deliverables that do not amend the agreement (County's CPO must approve all amendments)
- How cost performance is quantitatively measured and reported upon
- Report formats, frequency and to whom they are presented

The Journal Technologies Project Manager will be responsible for managing and reporting on the project's cost throughout the duration of the project. In all project status reports, the cost information will be presented. During the monthly project status meeting the Journal Technologies Project Manager will meet with management to present and review the project's cost performance for the preceding month. Performance will be measured using earned value. The Journal Technologies Project Manager is responsible for accounting for cost deviations and presenting options for getting the project back on budget.

7. Assessment, Change Management, and Reengineering Approach

The assessment, change management, and reengineering approach will span over two phases, namely the planning phase and the executing phase. The human change management approach will span across the entire project.

Journal Technologies shall deliver a succinct strategy, which the County shall review and approve, to evaluate the current state processes, determine which of these processes are candidates for reengineering and which will be replicated as is in the new Solution, and automate all the identified reengineered processes, integrate with existing technologies, migrate all necessary data from the Legal Edge (PD current CMS), replicate and eliminate the need for disconnected databases and migrate all necessary data affecting the case management process, and replicate functionality available in the disconnected databases. Journal Technologies shall clearly define this strategy in the initial planning weeks of the project.

Journal Technologies work shall include sufficient activities and time for the expansion of the existing Journal Technologies Solution functionality to address limitations identified during the solution evaluations process.

Planning Phase

During the planning phase, both Journal Technologies and W4Sight will work with the County to assess current processes. As part of the initial assessment, the project team will review representative files for each case type, observe current operations, and identify core requirements for the implementation.

Our focus will be to understand the current processes in order to identify core business rules, process anomalies, and sources of information needed for the future model. This approach prioritizes time spent on the future rather than on documentation of detailed current processes that are to be replaced.

Business analysts will conduct eight site visits to both observe operations and interview key subject matter experts. Prior to any site visits, we will review a set of representative case files for each case type to understand the information collected and the related activities. One suburban site visit is planned following the Chicago visits. This visit will focus on identifying differences between suburban and urban requirements. We will hold meetings with division managers to confirm findings and requirements.

Executing Phase

During the execution phase, JT will define workflows that can be standardized across case types, the future model will be approached by each workflow function. W4Sight and Journal Technologies will work through workflow modeling and reengineering workflows, using the requirements traceability matrix as a starting point. JT will use the information gathered to date, along with best practices from other public defender implementations, to define a workflow model compatible with JustWare and Cook County's needs.

Once the operational Future Model has been drafted, we will conduct a series of four full-day workshops over a two week period to refine the model. Each workshop will focus on specific stages of the case life cycle. We work with a cross-functional set of participants from multiple divisions to validate common functions, identify exceptions, and tune the process.

During each workshop the project team will seek to:

- Confirm the model steps that are common across divisions
- Review case type or division exceptions as needed
- Validate operating assumptions and business rules
- Identify Open Issues
- Obtain feedback on policy and procedure recommendations

During the model design and the modeling workshops, the project team shall work with the County to configure settings and set up notification workflows in the testing environment to correspond with decisions made. This allows the workshop participants to view how a decision may look in the system. Upon completion of the workshops, the project team shall apply any necessary revisions to the workflow diagrams, business rules, policy and procedure recommendations, and the requirements traceability matrix. The requirements traceability matrix shall be updated at this stage to map requirements to steps in the future workflows. We shall work through an iterative process to refine specifications and configurations as needed.

Four (4) workshops will be held with the Cook County team to discuss processes including initiation, notifications, document management, scheduling, case activity, and more. The agenda of the workshops will include but not be limited to:

Workshop 1: Initiation, Assignment, Scheduling, Events, Notifications

Workshop 2: Investigation, Witness, Document Management

Workshop 3: Disposition, Appeals, Reporting

Workshop 4: Interfaces, Security, System Administration

These workshops will result in a specification document which clearly outlines requirements for the future workflow. The Journal Technologies and Cook County teams collaboratively finalize detailed specifications for workflows, documents, screens, reports, and document templates. JT will work with the County to ensure the configuration meets the specification. We anticipate that there will be several workflow specifications designed during each workshop and that our project teams will be working on multiple workflows and specifications at a time to meet the County's go live timeframe.

The project team will use the information gathered to date, along with best practices from other Public Defender's Office implementations, to define a straw workflow model compatible with JustWare and Cook County's needs.

7.1 Organizational Communication and Change Management

This Organizational Communication and Change Management Plan identifies the processes, methods, and tools required to enable timely and appropriate collection, distribution, and management of project information for all project participants. This plan will facilitate communication between decision makers for the project and between all project and external parties.

The purpose of the Organizational Communication and Change Management Plan is to provide a blueprint of the overall Change Management approach for the project initiative. The information presented in this plan will support "Human Change Management" that drives business and workforce transformation required to achieve the goals of the Public Defender's Office project.

Four areas must be addressed in driving organizational change:

- Executive and Leadership Engagement
- Project Teams' Function
- Organizational Alignment for the Project
- Change Management and Communication Plan

Organizational Change approach and methodology includes an integrated communication, planning, and organizational alignment process to support project success. This process will lay a foundation for the project and engage all levels of the project organization in supporting the change process. It is the responsibility of all organizational levels to support the change process, requirements, extended teams, and end user communities to validate the integrity of the vision, guiding principles, benefits case, and beyond that to prepare the business for what is to come.

Communication Management Plan

The purpose of the communication management plan is to establish how communications with project team members and project stakeholders will be handled throughout the project life cycle.

The communication management plan defines how team members and other project stakeholders will share and distribute information. The communication management plan defines the following:

- Roles and responsibilities;
- Expected and accepted methods of communication;
- Methods of distributing project information to and soliciting input and buy-in from the primary Project Sponsor and other stakeholders

7.2 Change Management Process

Journal Technologies will create a Change Management Plan and will work with the County to agree and/or make the necessary modifications. This document outlines the method by which changes can be requested and approved within the system. Journal Technologies will work with the Public Defender's Office to develop a Change Control Board to manage change requests and make decisions as to which changes to pursue. The Change Management Plan will govern how the project team approaches change requests.

The agreed upon document will contain the following information:

Definitions: This section will define terms related to the project and to change management as a whole, to verify that terms are used appropriately in the process.

Change Request Process: This section outlines how changes can be requested, how requests are identified as changes, who may request changes and of what kind, prioritization of change requests, handling conflicting request, how change requests will be processed prior to presentation to the Change Control Board, and where necessary, to the County's Chief Procurement Officer.

Estimation Process: This section outlines the estimation process by which a change will undergo as part of the change process. For example, typically a change request will be categorized by level of complexity and number of modules or feature sets impacted. From there a determination to proceed will be conducted and then a detailed estimate will be produced. This section also would outline the format for detailed estimates.

Hold Process: This section outlines what types of change requests would require a full or partial work stoppage and how that work stoppage would be conducted.

Approval Process and Artifacts: This section outlines the approval process for the change and the artifacts that would result from an approval as well as a negative report (denial) for a change request.

All changes that affect the Statement of Work in the contract shall be handled using the following process. These changes include:

1. Modifying deliverables such as data conversion development;
2. Eliminating deliverables, such as removing interface development;
3. Scope Change Management;

Project team shall manage the scope in order to minimize amendments or modifications. In the event of a change in scope or delay beyond the vendor's control, the Project team shall discuss the impact with the County before proceeding. Any significant material change to the project scope or material delay beyond the vendor's control shall be escalated to County management within five (5) business days of a

missed deadline and/or impacted deliverable. If the parties agree a scope change is warranted the County shall then follow its amendment and modification process and shall be executed by the County's Chief Procurement Officer. If the County requests additional work, work shall be priced at the contractual rates.

As a basic process the following procedure outlines the steps in managing these changes.

1. A need, or opportunity, to change is recognized.
2. Create and submit a change request to the Journal Technologies and County Project Managers. The Change Request should contain the following information at minimum:
 - 2.1 Specific item(s) to change
 - 2.2 Anticipated impact of the change to the timeline and cost.
 - 2.3 Anticipated impact of not changing
 - 2.4 Evaluation of Change Request
 - 2.5 Change Approved or Rejected
 - 2.6 Communicate decision(s) to affected parties
3. Approved Changes Implemented
4. Project Documentation Updated

7.3 Change Order Process

All requests for changes to the project (as outlined in this SOW) must be documented via the aforementioned Issue Resolution and Decision Making Process. When out-of-scope functionality is requested, it will be documented in a Journal Technologies provided project team site via a change order form and include, at a minimum the following:

1. Submitter;
2. Date of Submission;
3. Reason for the change;
4. Benefits of the change;

Change orders will be reviewed by the Public Defender's Office and Journal Technologies Project Managers and, upon approval, passed on to the Project Team for review. The status of change orders will be logged on the project site (which will be setup by Journal Technologies in the Journal Technologies environment). The creator of the request will be notified when a change order has been approved, rejected or additional information has been requested by the Project Team.

Change orders that are agreed upon by the parties to be out of scope shall be addressed via a separate contract. The Steering Committee is required to sign off and any and all timeline and/or financial change orders. All changes requiring additional cost to the County shall be handled through negotiating an add-on contract with Journal Technologies. These changes include the purchasing of additional services such as additional data conversion development.

The Journal Technologies Project Manager will work with the Cook County's Project Manager to meet all cost and performance reporting requirements.

Our experience shows that successful projects require strong management commitment. Executive sponsorship of this project is essential. Our implementation experience has proven that projects with strong executive involvement go more smoothly, produce expected budget results, and have strong

client satisfaction. Accordingly, a Steering Committee will be put in place to assist with critical design and procedural decisions.

Assessment, Change Management, and Reengineering Deliverables

Key Activity	Deliverables	Key Responsibility	Acceptance Criteria
<ul style="list-style-type: none"> Assessment 	<ul style="list-style-type: none"> Requirements Traceability Matrix Division/Case Type Requirements and Business Rules document 	Journal Technologies Project Manager/Implementer	Agreed upon project plan
<ul style="list-style-type: none"> Change Management 	Communication Management Plan	Journal Technologies Project Manager	Agreed upon project plan
<ul style="list-style-type: none"> Reengineering 	<ul style="list-style-type: none"> Future Model Conceptual Flow Diagrams Revised Requirements Traceability Matrix Operating Assumptions Recommended Policy and Procedure Changes 	Journal Technologies Project Implementer	Agreed upon project plan

8. Journal Technologies Solution and Specific Software Functionality Required by Cook County

Journal Technologies shall provide all functionality in-scope. The functionality listed below corresponds to the requirements identified by business process owners in the Use Cases, which Journal Technologies shall validate.

1.001	System has full system audit trail capability. (i.e., Authorized users are able to see who and when a record was modified and what the change was).	1	All JustWare fields maintain an audit trail of date/time. Every time a field is updated or deleted, JustWare takes a snapshot of the data before the change is saved. If a security issue arises, users can check the log can so that the appropriate backup is retrieved. Users can view, add, modify, delete, and/or merge data on any screen.	Yes
1.002	System is/can expand and automate other internal manual processes.	1	JustWare includes a business rules manager that automates important tasks. The business rules manager can link and trigger work queues, events, case statuses, documents, forms, and other data entry to each other or by timed events. Business rules include one trigger as well as one or more results. A trigger can be anything from an event status to a case type, while an automated result could be a generated document, a changed event status, a warning message, the creation of a new event, etc. This versatility allows the County to define and automate a wide variety of office tasks.	Yes
1.003	System includes a "help" feature across all modules/screens to assist the user complete a task.	1	Users can launch the JustWare's context-specific web help by pressing F1. The help menu contains additional help resources including online help topics, applicable JustWare manuals in PDF format, a link to the New Dawn Technologies Web site (www.newdawn.com), and information about the current JustWare release.	Yes

1.004	System can automatically backup and archive based on predefined business rules.	1	JustWare relies on the SQL server backend capabilities for automated data backup and archiving. The County can use the maintenance plan wizard in SQL server to set up core maintenance tasks ensuring that the JustWare database performs well, is regularly backed up, and is free of inconsistencies. The Maintenance Plan Wizard creates one or more SQL Server Agent jobs that perform these tasks on local servers or on target servers in a multi-server environment. The County can schedule maintenance tasks to perform them on demand.	Yes
1.005	System has built-in calendar scheduling capabilities.	1	JustWare can track and record all events corresponding to a case or name. The calendar feature allows users to create, edit, reschedule, or delete events from an easy, intuitive calendar interface. JustWare displays all events in the name/case record as well as on a "My JustWare" dashboard session. This information is available to all reporting via SRS Reporting Services.	Yes
1.006	System will generate performance statistics (i.e., daily, weekly, monthly, quarterly and annual).	1	The County can embed performance statistics onto a Dashboard for on-demand viewing. The County can use business rules to automatically generate performance statistics every day, week, month, quarter or year - based off of County's preference.	Yes
1.007	System will automate case assignment process workflow (case assignment, investigation, disposition, etc.).	1	The JustWare business rules engine enables the County to create new and modify existing workflows. Through this functionality, the County can automate routine business tasks such as maintaining case assignment processes.	Yes
1.008	System can automatically backup and archive based on predefined business rules.	1	See response to item 1.004	Yes

1.009	System will generate pre-populated forms and/or documents based on predefined field determination (i.e., motions, appearances, court orders, subpoenas, etc.)	1	Using JustWare Document Author (JDA), the County can create agency-specific templates which pull information directly from the database to automatically populate portions of the document. The County can use JDA to create automated templates for charging documents, subpoenas, and simple letters. JustWare can generate documents automatically or on demand as needed.	Yes
1.01	System allows and captures client electronic signatures.	2	JustWare can capture signatures directly on a document using an electronic signature pad. Users can store the document with the signature(s) can in the case filing cabinet or print, if desired. Additionally, JustWare allows electronic signatures to be placed on generated documents.	Yes
1.011	Provide a single view for a person in the system, showing all cases linked to the person and multiple identifications (SSN, DOB, alias, AKA), rather than separate person records for each court case.	1	In JustWare, the County can enter a person's information once and then link that name record to any cases in which s/he is involved. A name inquiry shows all information about that individual, including all known aliases and cases, the person's relationship to a case, associated charges, and other case and name information. The County can track any case-involved people in JustWare, making it easy to record and reference useful information about them and their involvement. Any basic search will return all case involvement information for that party.	Yes
1.012	System allows for full indexing and searching of all information including uploaded documents relative to a case or person and present results in descending and display results by decreasing likelihood of a match.	1	The document quick search function allows for all the contents of all documents stored within the application to be searched.	Yes

1.013	System provides robust search functionality (search for word, status, or document in any file and/or case.	1	JustWare provides powerful searching tools that allow users to find any name, case, or document. Searching also allows for use of wildcard operators, soundex searching, and Boolean operators. Different searching tools are also available such as advanced case and name searches. These searches allow for the selection of specific information through parameters and the results can be sorted, filtered, and/or grouped.	Yes
1.014	System will configure data entry and update screens: a: By case type b: By event/task	1	The New Dawn team can configure new case entry screens or update case data screens. These screens are defined by your agency and can be modified as needed.	Yes
1.015	System will configure ticklers and alerts: a: Person-based b: Case-based	1	Using the business rules manager, the County can build business rules to trigger alerts and display ticklers. Additionally, the County can set up email or pop-up reminder/alert prompts.	Yes
1.016	System will allow data entry of a zip code and automatically provide the city and state.	2	When users enter a zip code into JustWare, the city and state auto-populate.	Yes
1.017	System will accept and apply electronic signatures, email, e-fax.	2	JustWare can capture signatures directly on a document using an electronic signature pad. Users can store the document with the signature(s) can in the case filing cabinet or print, if desired. Additionally, JustWare allows electronic signatures to be placed on generated documents. Additionally, the County can store and place electronic signatures on documents generated. JustWare can store emails and faxes in the JustWare filing cabinet. The County can recall these files as needed.	Yes
1.018	System will support auto fill in on all coded fields e.g. typing 'M' in the gender fields automatically fills in Male in the data entry box.	1	Auto filtering exists on all drop-down lists. Typing the first letter or first few letters of an entry takes the users to that specific entry or to a list of entries with the same first letter.	Yes

1.019	System will allow data entry formatting in the applicable free text entry fields i.e., Phone no (###)###-####, ZIPCODE (#####) and free form of text for outside of country addresses.	1	JustWare administrators can force users to enter legitimate values by applying masks to the field (for example, Social Security number: (###-##-####)).	Yes
1.020	System will require data entry in a structured manner with online edits/validation. It will provide edit masks or similar validation techniques on all date and other appropriate input fields to facilitate data entry and ensure accuracy.	1	The support team can configure data entry screens to capture the necessary data. JustWare administrators can mark data fields as required to help with complete record keeping. Additionally, data fields can be masked to require correct format with entering data. The County can create data validation reports and route them to supervisory staff as all entries are marked with a date, time and user stamp.	Yes

2.001	System has built-in controls to prevent the creation of duplicate records.		<p>Administrators search for duplicate name records based on different levels of duplication and list the results in an administration session. Convenient hyperlinks allow administrators to open name sessions flagged as possible duplicates in order to gain additional information on that name record or to open and add unique information. Administrators can merge duplicate name records into one valid name record (this will merge all contact information, name attribute information, and case information of the duplicate name to the primary person).</p> <p>JustWare offers six levels of duplicate name detection and merging. JustWare's detection process allows users to select the certainty at which they would like to detect multiple records. For example, users can set detection to find possible duplicate names that must be spelled the same and have at least two pieces of critical information that confirm the match (e.g., DOB, SSN, State ID, Number, Driver License Number, etc.). On the opposite end of the spectrum, the most general duplicate name detection displays possible duplicates of names that sound alike and include no conflicting date. Once users have identified possible duplicate names, they can easily select the names they want to merge or consolidate into a single person record.</p>	Yes
2.002	System enforces entry of required fields.	1	JustWare's configurability allows for system administrator to determine fields that are required by users.	Yes
2.003	System will link accompanying document processes (i.e., video, audio, artifacts (post-conviction, appeals, motion to vacate forms).	1	Each case and name record in JustWare includes an electronic filing cabinet which enables users to store case-related files including images, audio, video, and text files. Users can set up a filing structure. Users can also open and edit documents from within the filing cabinet.	Yes

2.004	System allows users to lock or check-out a file to prevent editing (view-only).	1	The system administrator may specify editing privileges for documents linked to the electronic case file. For example, s/he may specify that they are always locked, always unlocked, or sometimes locked (e.g., when document is in use by another user).	Yes
2.005	System can pre-populate data fields on documents, fields and/or forms for printing.	1	Using JustWare Document Author (JDA), the County can create agency-specific templates which pull information directly from the database to automatically populate portions of the document. The County can use JDA to create automated templates for charging documents, subpoenas, and simple letters. JustWare can generate documents automatically or on demand as needed.	Yes
2.006	System will allow indexing for quick search results.	1	JustWare's quick search option is available from any screen.	Yes
2.007	System will allow updates, additions, review to a file pertaining to case file.	1	JustWare allows users to view and update name and case records as needed.	Yes
2.008	System allows multiple users to update record information simultaneously if a case is not locked or checked-out E.G. The Secretary department may want to enter case notes while attorney is working on the file.	1	Multiple users can view and update case and name records simultaneously. JustWare also provides a real time audit log that tracks all views, updates, inserts and deletes.	Yes
2.009	System automatically populates record base information to all related information such as screens, forms, labels, etc. E.g. staff should not have to re-enter information already captured in the system.	1	The County only needs to be enter information into the JustWare once. JustWare can use all data to populate reports, documents, screens, etc. JustWare's name centric nature allows for enter information once, and use it multiple times.	Yes

2.010	System allows authorized users to request special reports. (e.g., Chief Judge may request attorneys currently assigned to specific type of case).	1	JustWare tightly integrates Microsoft SQL Server Reporting Services (SSRS) to allow the County to build and view both custom and ad hoc reports. Users can create ad hoc reports, specifically, through SSRS's Report Builder component. This report writer provides drag and drop, field and table selection, and can be used by administrators and general JustWare users with sufficient permissions.	Yes
2.011	System will provide configurable person and case status indicators (e.g., appointed, conflict of interest, motion for withdrawal, withdrawal granted, and request for jury).	1	The County defines all case statuses, case and name attributes, and other code table values.	Yes
2.012	System will maintain attorney information and division assignment.	1	JustWare maintains assigned attorney records as well as division or agency information. This information can be historically tracked and reported on.	Yes
2.013	System will provide a pick list for logging of events and statutes in a case (i.e., scheduled grand jury, discovery requested, discovery received, case declared ready for trial, letters sent).	1	JustWare presents all code table values to users in a drop-down format, allowing for easy entry and clean data. These drop-down lists are user-defined and the JustWare administrator can easily maintain them.	Yes
2.014	System will maintain a chronology of PD office events.	2	JustWare can track and report on all events.	Yes
2.015	System will allow case categorization with multiple classification codes (Felony, Traffic, Civil cases etc.).	1	The County defines case types and case categorization to meet your agency's needs.	Yes
2.016	System will be able to track an unlimited number of addresses, phone numbers for all individuals involved in case.	1	All name records in JustWare allow the County to store an unlimited amount of contact information data. This data can include contact information (i.e., physical addresses, email addresses, and phone numbers), as well as where the information case from, the date you received the information, and additional notes. Besides city and state, users can enter up to 3 lines of data (255 characters) per address entry.	Yes

2.017	System will allow authorized users to repeat similar charge information for cases with multiple charges.	1	JustWare includes a copy record function in the charge(s) table allowing for quick data entry.	Yes
2.018	System will have the ability to track arresting charge, prosecuting charges and final charge.	1	JustWare includes a free-text location field along with a coded jurisdiction (including, county, state, etc.) dropdown for each charge record.	Yes
2.019	System will record an unlimited number of charges per case.	1	JustWare allows for an unlimited number of charges per case.	Yes
2.020	System will track statute enhancements and statute modifications.	1	JustWare allows for tracking statute enhancers and modifiers using the enhance/modify tab.	Yes
2.021	System will have default values of data where applicable (i.e. current data and time to be populated where needed).	1	The County can set system defaults according to your needs. Additionally, using JustWare's business rule tool, the County can create data entry rules to meet their processes.	Yes
2.022	System will have ability to provide multiple names/types and keep a historical record of such data in relation to IPID (ex. a person in the system should be maintained as a unique identifier).	1	JustWare automatically creates a unique name ID for each name record.	Yes
2.023	System will list all cases being handled by a specific attorney and division.	1	The County can configure system reports to display attorney assignments and which cases are assigned to a specific division.	Yes
2.024	System will include case age with any display of case status.	1	JustWare can list the number of active cases that are in certain age ranges.	Yes
2.025	System will process and track appeal cases.	2	JustWare can track and report on case statuses, including cases on appeal.	Yes
2.026	System will maintain history of PDs on a case by division. Every event should provide a mechanism to track which PD was assigned to each event.	1	JustWare can track and update all case attorney assignments. Additionally, JustWare tracks all case events with an involved party to maintain a historical record of events and their attorney involvements.	Yes

	Requirement	Priority	Description	Response
2.027	System will allow quality assurance of Circuit Court's data feed prior to import into new CMS.	1	All data brought into JustWare via the API will be subject to validation and business processes as set by your agency.	Yes
2.028	System will generate specific jury instruction document(s) based on case charge(s).	1	Using JustWare's Document Author (JDA), the County can create jury instruction documents to match the current case charge or charges.	Yes
2.029	System will have the capability to configure time slots for attorney appointments.	3	All name records have name calendars. Users can enter calendar appointments and time slots manually or automatically using a business rule. Calendars can display both court and non-court appointments.	Yes
Case Initiation				
2.030	System enforces completion of required steps.	1	The County can create data validation rules so users can only save a record or move to the next step when the proper information is entered. This process can mirror your current business processes if necessary.	Yes
2.031	System has built-in tools to process and generate reports based on information entered for clients.	1	JustWare tightly integrates Microsoft SQL Server Reporting Services (SSRS) to allow the County to build and view both custom and ad hoc reports. Users can create ad hoc reports, specifically, through SSRS's Report Builder component. This report writer provides drag and drop, field and table selection, and can be used by administrators and general JustWare users with sufficient permissions.	Yes

2.032	System can send email case assignments, real time to an individual or a group.	1	JustWare allows administrators to set up notifications to alert and remind users of changes that have happened in JustWare. Administrators can set notifications as a reminder for an event, notification emails, or notification that a case has been assigned or a status has been updated or changed.	Yes
2.033	System will allow enter, maintain and uploading of document attachment to specific file (i.e., Word, PDF, Excel, JPEG, Video and Audio) and link them to scheduled events and courtrooms.	1	JustWare can store electronic files related to names and cases, including images, audio, video, and text files. These files are stored in a filing structure and can be seen in the Filing Cabinet snap-in. From the Filing Cabinet snap-in, you can upload documents from your computer to JustWare, open documents for editing purposes, sort files by type, and delete files. Additionally, documents can be linked to events, correspondence and tasks if desired.	Yes
2.034	System allows for tracking of case type.	1	The County defines case types and can be tracked and reported on.	Yes
2.035	System will allow the display of case status with respect to time standards.	3	JustWare includes time tracking functions allowing users to track time against specific cases with options to select the type of task worked on, the status, start and end time, and duration. Administrators can define different types of tasks and costs associated with each resource. Time tracking reports include summaries and totals by user, case, or type of task.	Yes
2.036	System will allow manual case creation.	1	New Dawn can configure screens to meet the manual data case entry process.	Yes
Case Assignment				
2.037	System will automatically generate call sheet after case assignment (i.e., attorney's daily case assignments).	1	The County can create daily call sheets in report format and which can be presented to appropriate users in a dashboard.	Yes

2.038	System tracks and reports attorney case assignment.	1	Using SSRS, the County can create and display attorney case assignment reports which are displayed on a dashboard if desired.	Yes
2.039	System will automate case assignment workflow (case assignment, investigation, disposition, etc.).	1	Using JustWare's business rule manager, system administrators can create business rules that mirror your internal processes. Business rules can include document or event generation and automatic notification of involved parties.	Yes
2.040	System will allow multiple case assignment to public defender attorneys.	1	JustWare allows assigning multiple cases to an attorney. This is accomplished either manually or via a pre-defined business rule.	Yes
2.041	System allows for assign, reassign and case transfer (new attorney and/or possible reassignment) randomly, or according to predefined business rules.	3	The County can reassign attorneys manually or via a pre-defined business rule. Additionally, the County can use the case reassignment tool to transfer multiple cases at once to a new attorney.	Yes
2.042	System will enforce file completion (i.e., subpoena, investigation, expert witness) according to business rules.	1	The County can create business rules to enforce pre-defined processes and data validation.	Yes
2.043	System will provide notification of initiated case to attorney with required completion dates, if any.	1	JustWare allows administrators to set up notifications to alert and remind users of changes that have happened in JustWare. Notifications can be set as a reminder for an event, notification emails, or notification that a case status has been updated or changed. Any event or task dates can be included in these notifications. Additionally, alerts/pop-ups can be set on name and case records to notify users of important information.	Yes

2.044	<p>System will allow mass case operations to which an action applies to single transaction:</p> <p>4.0 Reassign a group of pending events from one attorney, courtroom date to another.</p> <p>5.0 Reassign a group of cases from one attorney to another and maintain a history of assignments.</p> <p>6.0 Generate individual documents or group of documents through mass case processing.</p>	1	<p>The County can use JustWare's business rules manager to configure batch processes, allowing administrators to define a query to produce a list of cases or for which documents are produced. Once generated in batch, the County can automatically print documents on a schedule, including after business hours, and save them back to each case or name filing cabinet. Using JustWare's docket management and docket calendar tool(s), the County can move groups of cases and assign new attorneys to specific events. JustWare's case reassignment tool allows the County to reassign active case involvements in bulk from one involved person to another. Additionally, the County can update the involvement type of the current person assigned.</p>	Yes
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Case Scheduling				
2.045	System shall allow successive court date scheduling.	2	JustWare's event tab within each case record allows the County to schedule of multiple court events. These events can then be associated with attorney calendars and dockets.	Yes
2.046	System allows linking of attorney calendars.	1	Attorney calendars reflect case events and any other event the attorney is associated with. These calendars can be displayed in report format and placed on the attorney's dashboard.	Yes
2.047	System shall have ability to schedule (i.e., appointments, client briefing, court appearances, etc.).	1	Attorney calendars can display all types of events, court and non-court. JustWare can display events in report/calendar format allowing users to visually see open times available.	Yes
2.048	System shall show attorney availability (i.e., system will show ability for attorney to take on additional case assignment).	3	Using SSRS, the County can create attorney availability reports to show attorney scheduling and caseload information.	Yes
2.049	System shall provide reminders (i.e., upcoming court appearances, tasks).	1	JustWare allows the County to set notifications through pop-up reminders, emails, and/or other office-defined methods in JustWare's administrator tools section.	Yes
2.050	System shall provide scheduling of non-court events such as discovery dates, response dates, receipt of subpoena, etc.	1	JustWare allows the scheduling of an unlimited number of events types. This includes deadline dates and non-court events and tasks.	Yes
2.051	System will provide scheduling of resources for in house events such as training, staff meetings.	2	JustWare's docket management tool, as well as event scheduling, allows the County to create in-house events and manage resources as needed. This tool can also create reoccurring events.	Yes
2.052	System will allow scheduling resources and events by division, unit or location and display schedule that reflects all tasks, events and related dates.	2	The County can create scheduling reports which display event/task information. These reports can sort by date, time, division, location, and event/task type.	Yes

2.053	System will provide flexibility with respect to schedule content and format and by available time slots.	3	The County can schedule events manually, by default events and involved parties, or by using the Docket Calendar. Using SSRS, users can view available time slots, resources, and staff.	Yes
2.054	System will have the ability to auto-fill date/time fields but allow for manual date change. The solution must have the ability to display a calendar to select from to populate the date fields.	1	When users hit the space bar, the date and time fields are auto-filled to the current date/time. Using business rules, the County can auto-fill other specific date/times. These fields can be manually changed by picking a different date from the imbedded calendar.	Yes
2.055	System will automatically generate log entries based on scheduled and completed Events.	2	Users can view all events, tasks, correspondences, documents and their corresponding statuses and dates in each table and sort/filter as needed. Additionally, a case summary report provides a complete view of all log entries made to the case.	Yes
2.056	System will have ability to enter special needs for participants and turn on case alert.	1	The County can mark case and name records with attributes to indicate special needs or considerations. These flags are user defined and can be added manually or automatically via a business rule. In addition to marking cases/names, the County can also set these flags as alerts or pop-ups for special consideration.	Yes
2.057	System will permit the authorized user to review potential conflicts and either clear them or flag as resource unavailable.	2	JustWare's scheduling function takes into account the vacation schedules of attorneys. JustWare's auto-scheduling feature uses the docket management tools to define scheduling criteria. Our docket scheduling tool checks calendars of the involved parties and finds the first available date for all parties based on court-defined criteria. Beyond scheduling conflicts, docket scheduling can also check individual party/relationship conflicts.	Yes

2.058	System will identify scheduling conflicts, allowing user over rides and rescheduling with appropriate security and data integrity.	1	<p>JustWare's scheduling function takes into account the vacation schedules of attorneys.</p> <p>JustWare's auto-scheduling feature uses the docket management tools to define scheduling criteria. Our docket scheduling tool checks calendars of the involved parties and finds the first available date for all parties based on court-defined criteria.</p> <p>Beyond scheduling conflicts, docket scheduling can also check individual party/relationship conflicts.</p>	Yes
2.059	System will establish and assign time standards at the event and case levels for each specific case type and measure compliance (e.g. investigations, filling of briefs).	3	The County can configure time standards dependent on event type and/or case type using JustWare's business rule manager. These business rules are unique to each agency and your JustWare system can create them.	Yes
2.060	System will include and exclude weekends, holidays within time standard calculations according to statutes/rules.	1	Using the using the appropriate T-SQL syntax when defining the criteria for time calculations, this requirement can be met.	Yes
Expert Witness				
2.061	System will track status of expert witness file and payment.	1	JustWare can track expert witnesses both by case involvement and payment status. Each expert can be tracked and reported on.	Yes
2.062	System will perform rate and service fee calculation (i.e., expert witness bills for accident reconstruction service plus hourly rate plus testimony rate).	1	Time tracking is a feature of JustWare that allows the County to record the amount of time individuals are spending on specific tasks or cases. The County can set rate codes to meet Cook County's requirements and which can be tracked and reported on.	Yes
2.063	System will allow maximum rate cap (i.e., service hourly rate shall not exceed dollar amount) according to business rules.	1	Using the appropriate T-SQL syntax when defining the criteria for calculations used in business rules, this requirement can be met.	Yes

2.064	System will enforce approval checklist (i.e., Expert engagement form must be signed prior to approval of EW).	1	The County can create data validation rules to monitor statuses and processes. These rules can prevent a user from saving a record without the proper data/status entered.	Yes
2.065	System will automatically generate attachments (Expert witness agreement, Expert witness request) along with email notifications.	1	The County can use JustWare's Document Author (JDA) to create documents such as an expert witness agreement either on demand or automatically via a business rule. As a point of clarification JustWare can trigger email notifications manually or automatically via a business rule. JustWare can generate documents via business rules and email notifications via business rules. JustWare does NOT have the ability to attach documents through an automated notification. You can manually email documents straight from the filing cabinet, but not through a business rule.	Yes
Investigation				
2.066	System will have the capability to initiate an investigation request.	1	JustWare's business rule manager allows administrators to create business rules around your processes. For example, once a trigger has been set, JustWare can create an investigation request notice, event, or task and provide notification to the appropriate party.	Yes
2.067	System will include notifications of investigator assignment.	1	JustWare allows administrators to set up notifications to alert and remind investigators of changes that have happened in JustWare, such as a case assignment. Administrators can set notifications as a reminder for an event, notification emails, or notification that a case status has been updated or changed.	Yes

2.068	System will include a system alert (based on a defined number of days) in which the investigation has not been conducted.	1	JustWare's business rules manager allows administrators to create business rules around your processes. For example, JustWare can send notification to the attorney/supervisor/investigator of the missed deadline or incomplete task send once a date range has expired and the attorney hasn't taken any action.	Yes
2.069	System will allow uploading of document attachment to specific file (i.e., Word, PDF, Excel, JPEG).	1	JustWare can store electronic files related to names and cases, including images, audio, video, and text files (Word, PDF, Excel, JPEG). These files are stored in a filing structure and which users can view filing cabinet snap-in.	Yes
2.070	System will establish a checklist and ticklers for investigation activities.	1	All events, tasks, documents, and correspondences have statuses and associated dates. The County can create business rules to insert, update and track specific events.	Yes
2.071	System will allow updates and tracking of investigation details.	3	The County can insert, update, and track investigation information within each case record as needed. New Dawn can configure investigation screens to display necessary data to investigators/case investigation.	Yes
2.072	System shall flag investigation interviews as conducted and automatically notify the requesting attorney.	1	JustWare allows administrators to set up notifications to alert and remind users of changes that have happened in JustWare. Administrators can set notifications as a reminder for an event, notification emails, or notification that a case has been assigned or a status has been updated or changed.	Yes
Disposition				
2.073	System captures case disposition data fields (i.e. predetermined disposition fields data used for reporting purposes).	1	JustWare includes disposition fields in the sentence and judgment snap-in. JustWare can also track and report on additional information such as date, type, and status of the disposition. All values are user defined.	Yes

2.074	System tracks individual attorney case disposition data.	1	Using SSRS, the County can create attorney disposition reports.	Yes
Subpoenas				
2.075	System allows specific form generation (i.e., medical, psychiatric authorization, release of information).	1	Using JustWare Document Author (JDA), the County can create agency-specific templates which pull information directly from the database to automatically populate portions of the document. The County can use JDA to create automated templates for charging documents, subpoenas, and simple letters. JustWare can generate documents automatically or on demand as needed.	Yes
2.076	System will provide the option to generate subpoenas with case data based on case type.	1	See response in 2.075.	Yes
2.077	System will log subpoena service date.	1	The County can track all events and documents with a status and a status date.	Yes
2.078	System allows form attachment(s).	1	The JustWare Filing Cabinet stores generated documents and form attachments.	Yes
2.079	System will auto generate subpoena based on field requirements.	1	Using JDA, the County can create Document templates, including subpoenas.	Yes
2.080	System links subpoena to case to investigation request.	1	JustWare generates and stores documents, including subpoenas, in the electronic filing cabinet. Additionally, JustWare can link documents to a specific event, correspondence, or task.	Yes
3.001	System has built-in analysis tools.	1	JustWare comes equipped with more than 100 standard reports, which your administrator(s) can customize as much or as little as necessary to meet your specific needs. Each of these reports is literally the equivalent of hundreds of reports, due to the options it gives users to determine what information they want in the report results. (e.g., a case report allows a user to filter off events, statutes, case status, filing agency, etc., or any combination of those).	Yes

	Requirement			Pass/Fail
3.002	System provides robust ad-hoc reporting capability.	1	The County can use SQL Reporting Services to create ad hoc all types of statistical information. These reports can include drilldown and hyperlink functionality and interactive sorting and filtering. The County can use a number of different report formats, including tabular, matrix, graphs and charts (e.g., pie or line). The County can export any and all reports into the following file formats: XML, CSV, TIFF, PDF, MHTML, Excel, and MS Word. The County can also schedule reports can for automatic distribution via email on a user-defined schedule.	Yes
3.003	System can automatically generate periodic out-of-the box reports that capture standard metrics. Use the notes column and written response to provide details.	1	The County can send reports via email to users outside the JustWare application either manually or on a set schedule.	Yes
3.004	System allows users to run queries and reports on any, and all, data captured and processed by CCPD via this system, including performance data such as total number of cases processed per week/month, process time, case complexity and demographics.	1	JustWare tightly integrates Microsoft SQL Server Reporting Services (SSRS) to allow the County to build and view both custom and ad hoc reports. Users can create ad hoc reports, specifically, through SSRS's Report Builder component. This report writer provides drag and drop, field and table selection, and can be used by administrators and general JustWare users with sufficient permissions. The County can include drilldown and hyperlink functionality and interactive sorting and filtering. They also allow the County to hyperlink to case and name results shown in the reports.	Yes
3.005	System provides real-time, configurable, dashboard functionality, summarizing key metrics.	1	Dashboards can contain virtually any type of information the County wants, including reports, calendars, daily tasks, embedded web pages, and more.	Yes

	Requirement	Priority	Response	Yes/No
3.006	System can automatically track and report the status of any, and all open and closed public defender cases in report format.	1	Case status reports are available that can track both open and closed cases. These reports can also be configured by the County administrator(s) as needed.	Yes
3.007	System supports exporting report files in multiple formats including Portable Document Format (PDF), Microsoft Excel, Comma Separated Values (CSV) file(s).	1	JustWare enables the County to export all reports into the following file formats: SML file with report data; CSV (comma delimited); TIFF file; Acrobat (PDF) file; Web archive; Excel; and Microsoft Outlook.	Yes
4.001	System is commercially available, web-based, non-proprietary software with an open architecture platform.	1	We need more detail about how the agency defines non-proprietary and open architecture to sufficiently respond.	Yes
4.002	System integrates with Microsoft Active Directory.	1	Each user is assigned a unique Active Directory login. Once a user logs in, they can access authorized functions, features, and sessions.	Yes
4.003	System interfaces with Microsoft 365.	1	JustWare is fully compatible with Microsoft Office 365.	Yes
4.004	System can interface with any ODBC compliant database. This should include Microsoft SQL Server, Oracle, DB2.	1	Data imported through the JustWare API goes through JustWare's business layer, ensuring that all validation, security, and workflow are executed as though the JustWare client itself was being used. JustWare's API has the ability to communicate via web services to any application that can share data.	Yes
4.005	System can interface with County Clerk's CMS system.	1	JustWare's API has the ability to communicate via web services to any application that can share data, such as the County Clerk's CMS system.	Yes

4.006	System will populate pre-determined data fields from Clerk of the Circuit Court's interface system.	1	Data fields from the Clerk of the Circuit Court's CMS system can be identified and subsequently pre-populated in JustWare via the API.	Yes
4.007	System will provide data entry screens with fields for designated sections of court data with the ability to merge data.	1	New Dawn can configure data entry screens to meet the needs of your agency. These screens can display specific for users to quickly and easily add information. Additionally, the court system can pre-populated data in JustWare through an integration via the API.	Yes
4.008	Integration with Service Oriented Architecture (SOA) based and point to point interfaces	1	JustWare has many options for SOA-type integration and interfaces. The JustWare API along with SQL Server backend integration can be used for such an application.	Yes
5.001	System authenticates users via standard authentication tools such as Microsoft Active Directory.	1	JustWare uses Microsoft's Active Directory services to provide central authentication and authorization for the software. The County can set up integrated security so users can use a single password to access JustWare and the network.	Yes
5.002	System interfaces with external directory services for security and authentication, such as Microsoft Active Directory (AD).	1	JustWare uses Microsoft's Active Directory services to provide central authentication and authorization for the software. The County can set up integrated security so users can use a single password to access JustWare and the network.	Yes
5.004	System performs automated system assurance routines (e.g., data integrity verification reports) as part of standard processing cycles.	1	JustWare automatically keeps a full audit log of all user activity (i.e., who added, who updated, who deleted, who viewed the data, as well as the date and time of the occurrence).	Yes
5.005	System leverages standard access control protocols to manage rights to edit, read, approve, review, etc.).	1	Security permissions control user access to data. This includes insert, update, delete and view.	Yes

5.006	System provides security controls at multiple levels including <ul style="list-style-type: none"> • overall system • specific functions (e.g., inquiry, update) • system modules • specific departments • client records 	1	JustWare's role- and scope-based security as well as database partitioning provides extensive control over who can access data. JustWare's robust security model allows data to be partitioned according to user roles and/or agency affiliation.	Yes
5.007	System can protect confidential information to prevent unauthorized access.	1	JustWare's robust security can control access to any information designated as confidential.	Yes
5.008a	System is capable of storing all data in a form that is compliant with appropriate state and federal regulations regarding the security of sensitive data (e.g., Social Security numbers, Medical records, and criminal justice related data).	1	Data in JustWare is stored securely in a Microsoft SQL database. Security profiles are configured to control view, edit, insert and delete functions for all users and user groups. Sensitive data in the application can be restricted to users according to their profile. While data can be partitioned from users according to their profiles, typically sensitive data is removed from the view that the restricted user group uses to view a name or a case.	Yes
5.008b	System can reproduce appropriate criminal code sections and applicable jury instructions based on the case charges and store them within the JustWare case file so that the attorney can access them.		Each criminal code can have distinct jury instructions associated with it in JustWare. These instructions can be called to show up in documents, reports, or system screens in context to the criminal code they are associated with.	Yes
5.009	System has user security levels for system authorization.	1	JustWare's role- and scope-based security as well as database partitioning provides extensive control over who can access data. JustWare's robust security model allows data to be partitioned according to user roles and/or agency affiliation.	Yes

9. Requirements Validation and System Design/Configuration

As discussed in the section “Assessment, Change Management and Reengineering Approach,” defining processes changes and implementing them will occur in two different phases, namely planning and executing.

Planning Phase

During the planning phase, both W4Sight and Journal Technologies will work with the County to assess the current workflows and case types including felony, bond, capital, traffic, misdemeanors, appeals, and more. As part of this process, we will meet with County staff during site visits. These visits give us a foundation to build a requirements matrix, which will serve as the starting point for configuring and reengineering processes during the executing phase. The functionality listed below corresponds to the requirements identified by business process owners in the Uses Cases, which Journal Technologies shall validate during the executing phase.

Executing Phase

During the executing phase, W4Sight and Journal Technologies will work through workflow modeling and reengineering workflows, using the requirements traceability matrix as a starting point. We will meet with County staff during workflow workshops to discuss processes including initiation, notifications, document management, scheduling, case activity, and more.

These workshops will result in a specification document which clearly outlines requirements for the future workflow. The Journal Technologies and Cook County teams collaboratively finalize detailed specifications for workflows, documents, screens, reports, and document templates. We then work with the County to ensure the configuration meets the specification.

We anticipate that there will be several workflow specifications designed during each workshop and that our project teams will be working on multiple workflows and specifications at a time to meet the County's go live timeframe.

Cook County Responsibilities

- Work with W4Sight and Journal Technologies to develop a Requirements Traceability Matrix
- Provide representative case files for each case type with names redacted.
- Provide samples of all current reports
- Provide access for eight site visits as well as staff availability for interviews and tours.
- Provide facilities, preferably off-site, for future modeling workshops. Rooms should accommodate up to 16 participants.
- Provide staff availability to participate in four full-day modeling workshops.
- Work with the Journal Technologies team so make configurations
- Test configurations
- Create reports / documents as determined by the joint NDT/Cook implementation
- teams
- Test all reports and Documents
- Work with Journal Technologies to discuss and update Specifications when necessary
- Attend JustWare Administrator Trainings to assist in JustWare configuration
- Provide signoff or feedback of finalized workflows

9.1 Design Approval

Once the design effort is completed, we will work with PD to get the design approved and “frozen.” PD will be required to sign off on this Design, indicating your approval. If we do not have any communication back from you within five business days, we will formally notify the Project Manager and Steering Committee in writing. After a total of ten business days, five days after the initial due date and notification, we will notify the Project Manager and Steering Committee again to begin immediate discussions regarding reasonable next steps to remedy. These steps may include stopping/pausing the project, which may have budget implications. Any functionality not specified in the scope of this document or identified after the design is frozen will be considered out-of-scope, and will be documented for inclusion in future phases. Note that any items that are considered in scope, but were not documented in the design documents by either Journal Technologies or PD will still be considered part of this contract. The PD and Journal Technologies project team will determine when the scope item should be included (either current phase or future phase).

Requirements Validation and System Design Deliverables

Key Activity	Deliverables	Key Responsibility	Acceptance Criteria
<ul style="list-style-type: none">Business requirements validation	Requirements Traceability Matrix	Journal Technologies and Cook County Project Team	Appropriate specifications created and accepted.
<ul style="list-style-type: none">Technical requirements validation	JustWare and Hardware and Software Requirement Documentation	Journal Technologies Installation Architect and Cook County Project Team	Verify that environment meets the hardware and software requirements.
<ul style="list-style-type: none">System Design	Specifications	Journal Technologies	Appropriate specifications created and accepted.

10. System Implementation and Configuration

The tasks listed for System Implementation and Configuration span three project phases, namely initiating, planning, and executing.

Initiating Phase

During the initiating phase, we will install JustWare on our own servers (hosted) or on the County’s servers (On-premise) depending on the County’s preference. If you choose to host JustWare internally, we may host your solution on our servers until your hardware is set up, if that will speed up project timelines. Our installation architect typically sets up two separate environments, testing/staging and production. We will work with County to determine if any additional environments are required.

Planning Phase

During the planning phase, we work with W4Sight and with the County to establish a detailed project plan which includes workflows and deliverables deemed necessary for go live. We will also include a detailed work breakdown structure which includes tasks and responsibilities for all project team members. (For more information, see also section, “Assessment, Change Management, and Reengineering Approach” and, “Requirements Validation and System Design/Configuration.”)

As part of this process, we work with the County to define initial specifications for workflows and other deliverables as well as the process for signing off on a completed specification.

Executing Phase

During the executing phase, we work with W4Sight and the County to model future workflows and configure JustWare to meet the requirements outlined in the specification. This iterative process of defining a specification, configuring JustWare, and reviewing the deliverable functions as our checking and checkout procedures. The final specifications then serve as final system configuration documentation.

10.1 Software Configuration/Customization

Journal Technologies will lead and assume responsibility for the design, build, test and implementation of JustWare configurations. When reasonably necessary, Journal Technologies will recommend alternatives to existing processes to more easily adapt to the application platform. During this step, system parameters are defined and created JustWare screens are configured using the Microsoft .NET framework and No tier architecture tool and/or application development tools. The majority of software configurations will be handled using the Microsoft Customization Tool within the application. Journal Technologies will also leverage .NET plugins, and Workflow as needed and reasonable to meet the business requirements of the scope section and resulting design.

The following list provides a more detailed breakdown of activities in this phase. (Activities do not necessarily occur in the order listed.)

Administrator Training

Administrator training teaches your JustWare administrator(s) how to manage JustWare going forward. This training covers items like setting up code tables (options in drop-down lists); code partitioning (different options can appear in drop-down lists based on previous options selected); security rules; and JustWare tools and utilities.

Business Intelligence Trainings

The Journal Technologies project staff teach you how to build business rules, develop automated documents, and create reports. This training gives you the autonomy to create more of any of these items after you go live, without having to go through us, as well as assist during the implementation.

Configuration

Journal Technologies project staff work with you to configure JustWare and build custom reports, automated documents, workflow automations, custom screens, and user-specific dashboards.

JusticeWeb Training & Configuration

Journal Technologies project staff come onsite to train you on and configure JusticeWeb. JusticeWeb is the piece of the solution that allows you to publish information of your choice (e.g., case and calendar information) on a login-secured and/or publicly accessible web portal. You define what groups of people can access information, as well as what information they can access. This training provides trainees with the knowledge and tools necessary to manage and maintain this portal.

Data Migration & Configurations

As we are configuring JustWare, we simultaneously work with Bit Link Solutions to convert your data into JustWare. For more information about these activities, refer to section "Data Conversion Plan."

Train the Trainer

Journal Technologies project staff come onsite to assist with end user training using a train-the-trainer model. We train your trainers, who then teach your end users how to use JustWare. During our train-the-trainer class, attendees learn by doing actual data entry. They should come to the training with any materials they regularly use to enter cases (e.g., a stack of file folders that need to be entered). Instructors use the projector to teach JustWare functionalities and demonstrate how to enter information into JustWare. Attendees also learn by entering information into JustWare themselves, using current case information. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to individual attendees.

Go Live

Before you go live on JustWare, we will have you sign off on the system configurations and functionality. We will send staff onsite to provide assistance during the initial days of go-live, to answer any questions you have left and resolve any difficulties you may experience.

Cook County Responsibilities

- Verify that JustWare is operational on either Journal Technology own or County servers
- Work with Journal Technologies and W4Sight to develop a detailed project plan
- Work with W4Sight and Journal Technologies to develop specifications to meet requirements
- Provide signoff or feedback of finalized workflows
- Provide facilities, preferably off-site, for future modeling workshops. Rooms should accommodate up to 16 participants.
- Provide staff availability to participate in four full-day modeling workshops.
- Attend JustWare Administrator Trainings to assist in JustWare configuration
- Work with the Journal Technologies team to make configurations
- Test configurations
- Create reports / documents as determined by the joint NDT/Cook implementation teams
- Test all reports and Documents
- Work with Journal Technologies to discuss and update Specifications when necessary
- Attend JustWare Administrator Trainings to assist in JustWare configuration
- Provide signoff or feedback of finalized workflows

System Implementation and Configuration Deliverables

Journal Technologies is responsible for developing all the Deliverables and Cook County is responsible for reviewing and ensuring each deliverable meets the acceptance criteria with a formal approval process.

Key Activity	Deliverables	Key Personnel/Responsibility	Acceptable Criteria
<ul style="list-style-type: none"> Environment set up Setup technical environments Install base software Configure modules Unit test Create User Roles & Security Permissions Migrate necessary content and files 	<ul style="list-style-type: none"> Four Environments (Prod, Staging, Test, Dev). Installed base software. System Build Document. JustWare Hardware and Software Requirement Documentation Test results from data conversion. Test results from interfaces. 	Journal Technologies Installation Architect, Cook County Project Team	Deliverable Acceptance Form. The Acceptance form must describe what is being delivered.
<ul style="list-style-type: none"> Software Configuration 	<ol style="list-style-type: none"> Drop down lists Business Rules Document Templates Screens Reports 	Journal Technologies and cook County Project Teams	Sign off on configuration.
<ul style="list-style-type: none"> Software Customizations 	N/A	N/A	N/A
<ul style="list-style-type: none"> Requirements Traceability Matrix 	Requirements Traceability Matrix	Journal Technologies and cook County Project Teams	Verification that requirements are met.
<ul style="list-style-type: none"> Configuration System Documentation 	Completed specifications	Journal Technologies and Cook County Project teams	Verify that specifications are final.

11. Data Conversion and Interface Overview

11.1 Data Conversion

Journal Technologies' Data Conversion Methodology has been successfully used at numerous Public Defender's Offices and will be the basis for migrating data from the Court's legacy systems to JustWare. We have used this approach when converting to Journal Technologies from over 50 systems. The

methodology is a multi-step process, resulting in a tailored data conversion approach based on the unique circumstances of each conversion. Data conversions are typically difficult to estimate and manage given the volumes of data involved and the fact that significant aspects of the conversion, such as historical data type changes and old legacy conversions exacerbate the problems faced by the conversion team.

Most conversions must follow a fairly structured process. However, some phases overlap and initial analysis may even negate some subsequent steps. In summary:

Assessment

During the Assessment phase, data models will be developed of the information in the legacy systems. These models will assist in understanding the scope and organization of data. In addition, case type and record counts will be verified. Court personnel familiar with these systems shall assume an important role in determining the quality and complexity of the data in the existing systems and how and where data is stored. This analysis will enable the team to create specific data conversion strategies for each legacy database and preliminary conversion plans, including the required resources.

Confirmation

Periodically, it is important to review the initial objectives. We must continually ask the question: will the anticipated complexities and the resultant costs outweigh the benefits? (For example, the decision on cleansing data that will seldom, if ever, be used might be no.) Senior department Court personnel must be consulted on requirements. Then the mapping process can now begin after requirements have been gathered. We use Excel and rely heavily on your subject matter experts to help define and explain the data relationships, confirm our assumptions and explain data exceptions, such as the same data in different tables and even at different times. (Normally, early in the conversion process, we prefer to receive a full extract of raw data from the legacy system and load it into a simplified "interim" relational database.

- **Statement of Work.** We provide updated effort and time estimates. The conversion and interface process will greatly affect the overall project schedule. Senior Court personnel must be consulted.
- **Build.** We will use T-SQL scripts and customized programming in our ETL (Extraction Transformation Loading) process. These custom scripts facilitate the mapping and business rules process and provides a foundation for error reports.
- **Iteration/Review Cycles.** There will be a number of iterative development review cycles that will be verified by the team against the requirements. These cycles will require detailed attention from subject matter experts as they view the data inside JustWare. Converting data typically requires a combination of file extracts and error reports, with corrections being applied by a number of individuals, at varying times, by a variety of means. Data resultant from legacy entry error can be corrected in the source database with additional corrections acting upon the "interim" database for those contextual modifications required by JustWare. These contextual rules are persisted and re-applied for each conversion test run as well as for the final "go-live" transfer. As errors are eliminated, reports are rerun to confirm the success of cleanup activities and to detect any new errors that may have been introduced into the legacy system. An issues list will be maintained during this step to keep the team focused on problem resolution and track any changes to the baseline requirements. This concludes with sign-off that the team is satisfied with the data accuracy and that it can proceed with go-live.
- **Execute Final Data Conversion.** This is the final step of the data conversion methodology. For go-live, the data in the "interim" database is further processed to production.

Approach to data conversion, including how converted data will be moved to the production system

Data conversion begins with an analysis of the legacy system. We gather business requirements by talking to the Court staff and producing a business requirement specification document. This document describes scope and organization of data. Special needs for the case types are analyzed and included in this document. This document will have number of cases by case type. The next step in the process is to know the meaning of every piece of data. We will create a legacy system mapping document. This data dictionary will include name and purpose of each table. We will document names, data types and meaning of columns in each table. We will also note relationships between tables. Although the data dictionary is described in the form of table, columns and relations, we do not make any assumption that the legacy system uses a database management system. It can easily be a file system. Knowing the data dictionary, we will produce an ER-diagram of the legacy system.

In a similar manner, we will provide an ER-diagram and data dictionary of the JustWare system (new system). After having the data dictionary and ER-diagrams of legacy and JustWare system, we proceed to create the physical design document. This document describes input record format, output record format, table size information and how data will be transformed. At this point, we will be ready to load extracted data from the legacy system into the "interim" database. Data Conversion involves a process whereby Court data is first extracted from the legacy database(s) and loaded into an "interim" MSSQL database of similar structure. Lastly, SQL based set operations populate the JustWare database from the "interim" database. Validation queries are performed.

How the extracted data will prepared for data conversion

We require a backup of the legacy files provided in a readable format (IE - .bak, csv, flat file, etc.). This data will then be imported into a MSSQL database will closely resemble the legacy system data structure. The idea is to create a near identical copy of the legacy system data in a MSSQL database and have it available for the next step in the conversion process.

How the data will be converted to the new structure

MSSQL has data type conversion capabilities that will be employed if there are any data type mismatches between legacy and JustWare database. Further, if data type casting needs to be performed on the interim structure, some manual intervention to remedy anomalous data may be required. This manual process is completed using SQL queries directly on the "interim" database. Since both "interim" and JustWare databases are MSSQL, data type mismatches between those systems are minimized. Table and column mapping from interim MSSQL database to JustWare are all performed using SQL insert and select statements. Data mapping from input format to output format is described in the physical design document in a previous step.

How errors and anomalies in the conversion process will be addressed

Internal testing will be completed during three separate development iterations with customer reviews to catch transformation and loading errors, and, depending upon the consistency of the Court data, some manual intervention to remedy anomalous legacy data may be required. This manual process should be completed within the legacy system by the Court to guarantee non-anomalous data when additional copies of the legacy data are sought. Since both "interim" and JustWare databases are MSSQL, errors and anomalies between those systems are minimized. During the cleanup process, error reports are produced. Court staff will read these error reports to verify if data cleanup is accurate and acceptable. At various stages, actual number of cases will be compared against the number of cases mentioned in the business requirement specification document. If these numbers differ, Journal Technologies staff will determine

the reason for differences and try to remedy the problem. Finally, any errors discovered during quality assurance and acceptance phase would be fixed in a similar manner.

How data cleanup will be addressed and expectations for Court participation

Data cleanup can be described as systemic and contextual. Systemic cleanup involves legacy data inconsistencies with regards to data types, values and ranges. Cleaning this data involves Court domain expertise and manual intervention within the legacy systems. Contextual cleanup involves looking at the legacy data in the context of JustWare.

Data mapping (legacy data elements to new data elements)

During the data analysis phase, a data dictionary and physical design document is developed. The data dictionary describes the legacy system data elements. The physical design document gives detailed information on how input data from the legacy system is mapped to output data loaded into the JustWare system. T-SQL scripts are used to move data from the "interim" database to "interim" database to JustWare database.

Input and output record layouts

Record layout describes fields in data records. We will create input record layouts for data to read from legacy system and output record layouts for data to load to the JustWare system. Legacy system data can come from database tables or alternatively data can come from a file system. If legacy data is stored in database tables, we will document field name, data type, data length and meaning of each field. For data stored in a file system, fields are described by their name, relative position, data length and meaning of field. As noted above, the legacy system data dictionary will have input record layouts. Similarly, JustWare data dictionary will describe output record layouts. These record layouts are used in physical design document for mapping input to output and subsequently used in the conversion process. The feature **Attributes** will allow PD the ability to add additional fields required for capturing data without limitation.

Location of source and target data

A copy of the legacy database(s) will be loaded into MSSQL and all development and testing of the conversion process will be acting upon this copy. This MSSQL copy of the legacy database (AKA, the "interim" database), and the conversion copy of the JustWare database will all be located on a dedicated MSSQL database server during the conversion process. Once the conversion process has been completed and tested, several test runs fetching an updated copy of the legacy data will be performed. Using MSSQL export facilities the JustWare database will be periodically exported from the conversion database server into the JustWare database server and used during acceptance testing of the JustWare product.

File/table sizing information

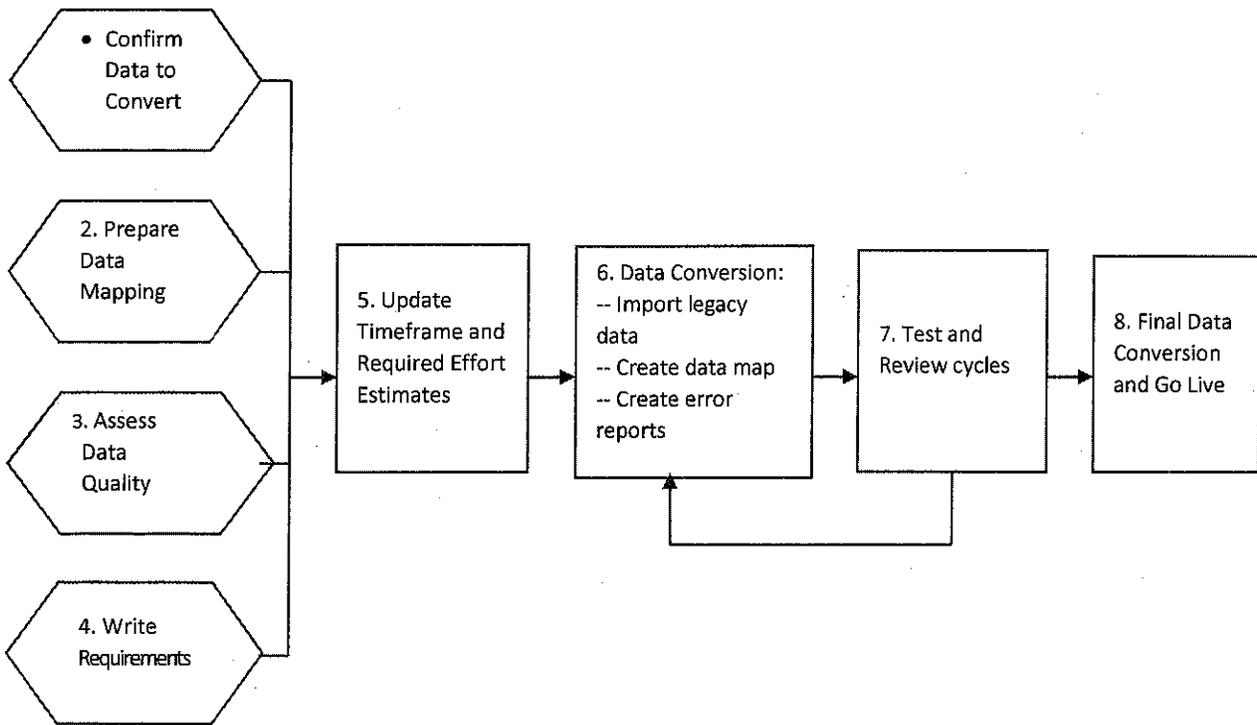
File/table size is calculated primarily for the purpose of determining size of data storage devices (disk space) needed for database. As noted above the JustWare data dictionary has record layouts of all tables in the database. Record layout has field name, data type and data length information.

To calculate size of a table, first we will add size of each field in record layout, which gives us record size. Then multiply record size by number of expected records in that table to determine table size. In these calculations, character string data adds another variable. Character strings are generally stored in variable length fields. In this storage scheme, disk space taken up by fields depends on actual length of that field in each record. To estimate size of variable length fields in a table, we use maximum length of this field and a fill factor. Fill factor is an approximation, which tells us what percentage on the average a particular field is filled when the table is fully populated.

Actual size of each file/table will be determined in the analysis phase of data conversion. At that time we will know the number of cases to load into new system. We will calculate, on average, how much data each case adds to each table. Total number of cases multiplied by average size of data added to each table will give us table size. In doing these calculations, one has to consider growth rate of the database and the number of years to keep data in the active database before archiving to another database.

File/table volume information

Once the database size is known, the next step is to determine where the database will be stored. We are using the MSSQL database. This database needs two files – data file and transaction log file. We may store these files on the same or separate disks. As described before, the conversion process first imports legacy system data to an interim MSSQL database copy and then transforms load data into the JustWare system database. During data conversion, we will need disk space for interim MSSQL database copy and for JustWare database.



The interface development is similar to the Data Conversion information as cited above. For more detailed Interface Development cycle, please see section 11.1 and 11.2

Figure 1 - Field Mapping

11.2 Data Conversion and Interface

As we are configuring JustWare, we simultaneously work with Bit Link Solutions to convert your data into JustWare. We are also involving one of our trusted partners, Bit Link Solutions, to migrate the County’s legacy data, including LegalEdge and Access databases, into JustWare. Bit Link developers have more than 15 years of experience working with the JustWare. During the planning and executing phases of the project, both Journal Technologies and Cook County will work with Bit Link to map data into JustWare.

11.2.1 Data Conversion Development Cycle

Phase 1 - Discovery & Planning

The JTI Project Manager and BLS API Development Specialist will assist the customer (subject matter and technical experts) in completing the API Development Spreadsheet (exchange specification). This phase is pivotal to understanding the customer’s development/interface needs. A BLS API Development Specialist will assist in clarifying requirements (IE – how will data be provided, run frequency/interval, security requirements, data formatting, behaviors, etc.) based off of existing exchange specification documentation.

Phase 2 – Map and Model

BLS will schedule a period of time to review the system requirements and mappings with the customer. Any issues found during the review will be documented in the API Development Spreadsheet to be addressed in the next development phase.

Phase 3 – Development: Iterate & Validate

BLS will schedule a period of time to review and validate the development plan with the customer; including but not limited to how to parse data and iteration cycles. There will be 3 development iterations (iteration 1, iteration 2, and iteration 3). Any issues found during iterations will be documented in the API Development Spreadsheet to be addressed in subsequent development iterations or Phase 4.

Phase 4 - Final Testing, Documentation, Deployment

BLS will schedule a period of time for final review and testing of the API/data exchange. Phase 4 will also consist of deployment, BLS delivery of exchange specification documentation and verification that the API exchange code is complete according to the final specifications.

11.3 JustWare Mapping Fields

The conversion is limited by the defined target fields listed below. All source data must be mapped to a corresponding field from the list below.

JUSTWARE FIELD NAME	Case Involved Party
Basic Case	Party ID
Case Type*	Party Involvement Type Description
Case Status*	Party Last Name*
Defendant or PIP	Party First Name
Defendant ID	Party Middle Name
Defendant Last Name*	Party SSN

Defendant First Name	Party DOB
Defendant Middle Name	Party State ID Number
Defendant SSN	Party Driver's License State
Defendant DOB	Party Driver's License Number
Defendant State ID Number	Party Race Description
Defendant Driver's License State	Party Gender Description
Defendant Driver's License Number	Party Height
Defendant Race Description	Party Weight
Defendant Gender Description	Party Hair Color
Defendant Height	Party Eye Color
Defendant Weight	Party Address
Defendant Hair Color	Party Address City
Defendant Eye Color	Party Address State
Defendant Alias(es)	Party Address Zip
Defendant Address	Party Phone Number
Defendant Address City	Party Email Address
Defendant Address State	Party Notes
Defendant Address Zip	Court Events
Defendant Phone Number	Court Event Type Description*
Defendant Email Address	Court Event Date_Time*
Defendant Name Notes	Court Event Notes
Court	Court Event Status Description
Lead Court Description	Remaining Court Event Notes
Case Court Number	Other Events
Judge ID	Other Event Type Description*
Judge Last Name*	Other Event Date Time*
Judge First Name	Other Event Notes

Judge Bar Number	Other Event Status Description
Prosecution	Other Event Notes
Prosecution Agency Description	Charges
Prosecution Case Number	Charge Charge ID*
Prosecutor ID	Charge Occurred Date
Prosecutor Last Name*	Charge Disposition
Prosecutor First Name	Charge Disposition Date
Prosecutor Bar Number	Charge Notes
Defense	Remaining Charges Note
Defense Agency	Sentencing
Defense Case Number	Sentence Type
Defense Attorney ID	Sentence Date
Defense Attorney Last Name*	Sentence Location
Defense Attorney First Name	Sentence Amount From
Defense Attorney Bar Number	Sentence Amount To
Law Enforcement	Sentence Status
Lead Law Agency	Sentence Notes
Lead Law Case Number	Case/Charge Conditions
Officer ID	Condition Type
Lead Law Officer Last Name*	Condition Status
Lead Law Officer First Name	Condition Location
Officer Badge Number	Condition Notes
	Case Correspondence
	Correspondence Type
	Correspondence Date_Time
	Correspondence Notes
	Correspondence Description

	Correspondence Notes
	Case Attributes
	Case Attribute Type
	Case Attribute Description
	Case Attribute Value
	Catch All
	Case Note

Data Migration/Conversion Plan: Bit Link Solutions, LLC. (BLS) will lead the planning effort for the data conversion into JustWare Database. The result of this effort will include an agreed upon data conversion plan, outlining what is to be converted, the approach, responsibilities, dependencies, etc.

Data Conversion: Bit Link Solutions, LLC. (BLS) will convert the following systems into a single JustWare Database:

- Legal Edge System Data
- AS/400 environment
- All Access databases (HR, Labor Relations, Human Resources, Training)
- MS Word and MS Excel Documents
- Word Perfect Documents

During the planning and executing phases of the project, both Journal Technologies and Cook County will work with Bit Link to map data into JustWare.

The Journal Technologies Project Manager and BLS Data Conversion/Interface specialist will assist the County in mapping the list of fields to be converted to the appropriate location in JustWare using Journal Technologies' data conversion spreadsheet.

QA of Migrated Databases and Built Interfaces

Bit Link Solutions, LLC., (BLS) will convert the data from the source data list included below into a single JustWare database by way of a standard JustWare Mapping. Any deviations from the list of constraints will invalidate this statement of work and the quote associated with it. An amended statement of work will need to be created by Journal Technologies which will result in additional Public Defender's Office costs and will increase the delivery timeline.

JustWare API

The JustWare API is our tool to build integrations with JustWare. We assume that any integrations needed for the project will be developed post go live, as a second phase. The JustWare API provides programmatic access to JustWare features and services. Developers can build custom applications, tools, and services that correspond to the same tools and functionality available in JustWare.

The JustWare custom application communicates with the JustWare web tier using a set of methods exposed to the JustWare customer to query and update data based on JustWare XML screen definitions,

as well as Public Defender's Office-specific user settings and caching mechanisms. These methods have traditionally been JustWare XML-schema centric, pertaining specifically to the JustWare customer and its administration; therefore, they have not been consumable by outside developers. With the JustWare API, however, JustWare developers have an intuitive model for communicating with JustWare.

The JustWare API is object-based rather than JustWare XML screen definition-based, and learning to develop for it merely requires becoming familiar with objects that represent entities in JustWare. The JustWare API goes through JustWare's business layer, ensuring that all validation, security, and workflow are executed as though the JustWare customer itself was being used. JustWare's API has the ability to communicate via web services to any application that can share data.

The API is based on open standards, including Simple Object Access Protocol (SOAP), a specification for exchanging structured information between remote objects). All data that enters JustWare through the API follows the same rules and processes as data entered manually, meaning your data entry staff will not need to fix and modify any data coming into the system through interfaces.

The JustWare API ensures that the conversation between the Public Defender's Office and server are secure by using an HTTP connection with SSL Secure Socket Layer: cryptographic protocols that provide secure communications over networks. Each individual Public Defender's Office request will contain the Public Defender's Office username and password within an encrypted message. This message is received by the API and decrypted.

Before the message is accepted, the API must ensure that the caller is who they claim to be. This is done by using Active Directory, a Microsoft technology used to unify the management of an organization's users, groups, passwords, security, and other information to ensure that the supplied credentials are valid. Once the user is authenticated, the API then checks to make sure the caller is authorized to perform the requested action. Once authorized, the API will execute the requested action. Logging and business rules within JustWare are fully supported and used.

Data Conversion Constraints

- A full copy of the data to be converted will be provided to BLS before work on the data conversion begins and again directly before the final run of the conversion. No data entered into the source system after the data has been given to BLS for the final run of the data conversion will be converted.
- The data schema provided for development and the final conversion run must match exactly the data schema provided for this quote.
- Tables, files, or fields may be removed from this statement of work but no new tables, files, or fields may be added.
- The data will be provided to BLS in an electric data file format in either SQL Server backup, Access database, or flat file (.txt or .csv format) to accessed or opened by BLS. No conversions for data contained in a paper format will be provided.
- Any time a new set of source data is provided to BLS, it must be provided in identical format and structure as previously received.
- The actual fields from each table to be converted must be specified in the Data Mapping Spreadsheet before work on the data conversion begins and no substitutions will be made after that point.

- Source data will be mapped to the JustWare fields listed in this SOW. Any source data that does not fit one of the JustWare fields can be mapped to case notes fields for historical reference.
- This conversion does not include any financial data into accounts and obligations/bonds.
- Removal of duplicate data existing in the source system is not included in the scope of this conversion.
- No merging or de-duplication of data between multiple source systems is included, although names and cases may be linked if a connection can be established.
- Scrubbing or cleaning of the source data is not included in the data conversion. Data will be converted into the JustWare system as it exists in the source system.
- No data will be reformatted with the exception of Dates (e.g. 20120712 to 07/12/2012)
- There will be one (1) baseline data conversion containing at minimum names and basic cases.
- There will be three (3) testing iterations containing all data compiled.
- There will be one (1) Go-Live conversion containing all data compiled.
- Configuration data, codes, and other system data will not be converted but will be prepared separately by Journal Technologies and Public Defender's Offices and will be provided to BLS before each iteration of the conversion and in a final configured database before the final data conversion run in Phase 5.
- Any specific conversion request that is determined by BLS to be above and beyond the normal range of conversion processes will require an amended statement of work, additional costs, and increased delivery timeline.
- BLS and Journal Technologies (JTI) will work with the Customer during Phase 1 to determine how existing records will be identified to avoid creation of duplicate records.
- Interface ESB data elements are limited to 30 data elements incoming and 15 elements outgoing (an element being like DOB, Defendant name, attorney name, court number, drug flag, etc).
- BLS is not responsible for any data extraction from or data insertion into the CCC or ESB systems. Public Defender's Office will provide a reasonable means (FTP or web service) used in exchanging data for interfaces with "the bridge" and ESB.
- Public Defender's Office will be responsible for arrangements for the FTP site where files will be stored and made available for the Interfaces with "the bridge" and ESB.

Public Defender's Office Responsibilities

- Public Defender's Office will complete the Data Mapping Spreadsheet.
- Public Defender's Office will complete any code mapping necessary.
- Public Defender's Office will ensure that any codes used in the code maps or other codes necessary for the data conversion are added to the configuration database.
- Public Defender's Office will provide the primary key to each source table.
- Public Defender's Office will appoint a single key Data Conversion liaison from their team for project support.
- Public Defender's Office will provide support to BLS in understanding source data, answering project questions, and business needs analysis as needed.

Source Data

The data tables or screens to be converted are:

- LegalEdge2 database - not to exceed 500,000 cases

- AS400 - not to exceed 150,000 cases
- Access - up to three databases from any division, totaling 150,000 cases between them, or they may contain just person information (non-case)
- Excel - total records/cases not to exceed 100,000
 - Daily case log - one Excel document, one tab, will not be combined with cases coming from any other system
 - Pending Cases - one Excel document, one tab, will not be combined with cases coming from any other system
 -

Interface Constraints

- The specific JustWare fields will be identified and mapped in the Data Mapping Spreadsheet by the customer for each item in the Interface.
- No data will be reformatted. Values will be imported into JustWare in same format as received in incoming files.
- Public Defender's Office will complete the exchange specification information/API Development Spreadsheet prior to work on the data exchange begins.
- Public Defender's Office will provide a sample file from the existing Cook County Circuit Clerk FTP export during Phase 1 of Needs Discovery.
- Scrubbing or cleaning of the source data is not included. Data elements used in the interface will be imported and exported from individual systems into the JustWare system as it exists in the source system.
- Hardware - the Public Defender's Office is responsible for procuring and maintaining the hardware that the API runs on. JTI will not support hardware issues.
- JTI will provide Public Defender's Office with an .exe file to be placed on a server/workstation with internet access and Windows Task Scheduler. Public Defender's Office is responsible for providing the server/workstation where the .exe file will be located.

12. Quality Assurance (QA)

Journal Technologies' quality assurance and testing practices combine an adherence to industry standards along with a comprehension of the flexibility necessary to successfully implement and upgrade Public Defender's Offices with unique business requirements. Industry standard practices include using proven development and test methodologies and management tools for tracking and reporting of product releases and builds, executing tests, logging defects, and certifying the product is available to Public Defender's Offices for production use. In remaining flexible, we work closely with our Public Defender's Offices to determine the level of testing that will produce the highest level of quality given the schedule, requirements, and available resources.

Journal Technologies believes that understanding the Public Defender's Office's unique requirements, beginning with the requirements provided, is paramount to a successful engagement. We expect the entire deployment process, especially configuration of the system, to produce complex scenarios that may need special consideration during testing. We will continuously work with the Public Defender's Office to understand these unique requirements and propose appropriate solutions that may include factors such as separate environments or pre-defined test data in the system.

During User Acceptance Testing (UAT), we will work closely with the Public Defender's Office to ensure the configuration and related interfaces are rigorously tested prior to acceptance and production cutover. We propose some of the following approaches, processes, tools and methodologies in support of UAT:

- **Strategy and Planning.** The testing strategy shall be considered early in the engagement to remain consistent with the overall project plan and ensure sufficient resources from the Public Defender's Office will be available to participate in the testing effort. The test plan, developed with the Public Defender's Office to ensure input and agreement, will include sections such as scope, schedule, test scripts, script execution and defect resolution processes, testing tools, resources and responsibilities, reports, and acceptance criteria.
- **Script Development.** Test scripts will be developed with the Public Defender's Office to ensure the product goes through a balanced testing program that includes end-to-end business processes as well as targeted testing for interrelated features such as security and interfaces. The scripts will be loaded into a central test management tool to facilitate script updates. Functional requirements will be mapped to test scripts to ensure complete coverage during the test execution phase. Journal Technologies will also work with the Public Defender's Office to determine and load any test data needed in the system prior to execution of specific test scenarios.
- **Execution and Defect Resolution.** Wide Public Defender's Office participation during the test execution phase is an opportunity to identify obscure issues as well as encourage system adoption. Regular communication with participants, including an orientation on test management tools and testing processes, shall be provided to the Public Defender's Office resources who will serve as testers during this phase. Testers shall execute assigned scripts and log defects in defined cycles, and then retest the fixed defects in subsequent cycles. Regression testing will also be conducted to ensure the product remains stable after each build.
- **Testing Reports.** Standard testing reports will be produced for the project team to track progress, status, and highlight any issues requiring management attention.
- **Operational Readiness Testing.** A detailed cutover plan shall be developed in conjunction with the overall engagement plan, but our proposed process for Operation Readiness Testing is to begin in parallel with UAT. While UAT is conducted in the training environment, we shall begin addressing certain requirements in the production environment that are not dependent on the final configuration from UAT, such as connectivity to scanners and printers; connectivity to DMS; connectivity to 3rd party interfaces; loading users and their security profiles; and performing realistic load, performance and failover tests on the application, network and hardware. Once UAT is complete, the configuration from the testing environment will be migrated to the production server where 3rd party interfaces, connectivity to peripherals, and the go-live configuration will be retested to ensure the entire application is functioning as expected. Final cutover activities will occur the weekend before the go-live date, when the Public Defender's Office can make a go/no go decision.

- **User Acceptance Entry and Exit Criteria.** Journal Technologies proposes the entrance criteria for specific test cycles should include a stable system, the appropriate test data has been pre-loaded into the database, and communication to Public Defender’s Office staff has been delivered to discuss the schedule and objectives of the test cycle and script assignments. Exit criteria for the cycle shall include the complete execution of assigned scripts. The Public Defender’s Office should expect a small pause between cycles to refresh the data (if needed) and remediate issues found during the previous cycle, thereby becoming entrance criterion for the next cycle. Final acceptance criteria should include at least one execution of the defined test scripts and the resolution of all issues found during testing deemed critical for go-live.

Journal Technologies shall assign a QA resource who will work with the Public Defender’s Office team. The QA role consists of:

- Shall be accountable for project QA deliverables including setting the quality standards for the product
- Shall be responsible for managing QA checkpoints, performing system testing, and releasing the application for UAT
- Shall mentor or guide other technical staff with QA deliverables
- Shall assist in the creation of Unit Test Plans, User Acceptance Test Plans, or a product demonstration
- Shall assist with User Training
- Approves product for implementation

12.1 Promotion Process

Journal Technologies shall perform all configuration work in the Development Environment. The promotion process will be collaboratively agreed to by the County and Journal Technologies. Our typical process is defined below.

Journal Technologies typically promotes items as follows:

- From Development to Test once Testing is complete.
- After changes are verified and approved in Test, a plan will be reached to move to Production.
- All releases and patches will be installed in Test before promotion to a Production environment.

12.1.1 Migration Testing

Journal Technologies shall perform all activities described in the migration/conversion Section of this Document and upon migrating each data set, Journal Technologies shall ensure that all data migrated successfully to the various environments according to the promotion process. Journal Technologies shall resolve any conflicts until successful completion. The County shall review and approve all reports and data mapping within JustWare as appropriate.

12.1.2 User Acceptance Testing

- Journal Technologies shall convert and balance all data, from all process related databases/applications, prior to commencing User Acceptance Testing (“UAT”). Therefore, the County shall performance UAT using real data.

- Journal Technologies shall document the UAT procedure including but not limited to the required County testers per Agency and forms to capture approvals necessary to guide the UAT process.
- Journal Technologies shall establish a mechanism to record, track, and report testing progress via the Cook County project's SharePoint site.
- Journal Technologies shall develop UAT test scripts in alignment with the Traceability Requirements Matrix and any additional requirements captured during the project. The test scripts shall have a place for testers to record results.
- Journal Technologies shall capture UAT approval/signatures after each UAT session. The UAT form must clearly advise testers to sign off only if the configuration meets functionality requirements as qualified by JTI. The County shall review and approve the UAT form prior to UAT.
- Designated County staff shall test the configuration based on the QA Plan and UAT Procedure to ensure that test scenarios/scripts are successfully executed (i.e. configuration meets process requirements in the new system). The QA Plan and UAT Procedures acceptable to County shall confirm that Journal Technologies deliver to County a complete, fully tested system that Users can use for end to end testing with real data.
- Designated County staff shall, if the test script is successfully executed, sign the UAT form.
- Designated County staff shall, at its own discretion, conduct additional testing of functions not specified in the test script. Any additional tests performed in this manner shall not have an impact on the success of the UAT and whether or not exit criteria are met, unless the County and Journal Technologies mutually agree to update the testing plan to include said tests.
- Designated County staff shall, if the test script is not successfully executed, document in the test script the required fixes.
- Journal Technologies shall address bugs/discrepancies found during UAT in accordance with the Bug/Discrepancy Fixing Procedure.
- The County shall accept the system after all testing meets exit criteria, and shall then provide notice to proceed to the Training Phase.

12.1.3 Bug/Discrepancy Fixing

Journal Technologies shall define the steps necessary to track and fix bugs and/or discrepancies during the project. County shall configure SharePoint to track bug/discrepancies which shall be utilized during the course of the contract. SharePoint shall be utilized to, at a minimum, enter and prioritize issues (bugs/discrepancies), log resolution steps, track status, and issue resolution reports. Journal Technologies shall review with the County the format to capture and address bugs and discrepancies for mutual approval. The format to capture this information should at minimum capture the title, summary, configuration location (where error was found), steps to reproduce, expected results, history of the issue, verification process (to make sure defect has been fixed), prioritization schedule, communication, and environment since some defects appear in specific environments.

12.1.4 Regression Testing

Journal Technologies shall perform regression testing each time modifications are made to the system as a result of a major release or as a result of the bug/discrepancy fixing procedure, to ensure that all functionality remains the same and that the modification did not create unintended changes/errors.

Test Scenarios/Use Cases

Journal Technologies shall provide a template to create the test/use case scenarios, along with a sample set of scenarios for guidance. This is a specific deliverable for the Public Defender's Office. These use cases will serve as functional requirements that must be performed by the system in order to validate a successful deployment of the application.

Pilot & System Testing

Public Defender's Office shall document user test scenarios to assist the pilot and system testing effort. The majority of the actual tasks in the pilot and system testing shall be performed by Public Defender's Office with Journal Technologies' guidance.

System Testing

Public Defender's Office shall document user test scenarios and lead the System Testing effort. The majority of the actual tasks in the system testing will be performed by Public Defender's Office with Journal Technologies' guidance. Public Defender's Office will test of all end-to-end processes, integrations, and migrated data. Results of the activities are compared against the expected results and where necessary, changes are made to the system and the scenario is repeated. Journal Technologies will work jointly with Public Defender's Office to define requirements, and develop a plan/process for executing the system testing processes.

Journal Technologies will assist the Public Defender's Office in developing a comprehensive testing plan for the project. Our methodology is based on deep collaboration with your team including end users in order to get full engagement. Below is the description of our testing methodology for testing and gaining system acceptance.

1. Capture business scenarios and confirm that they are documented into pilot test cases that are then executed by the appropriate users, through the appropriate system activities, utilizing sample data, inputs, and transactions in such a manner as to simulate use in a full production environment. We call this the test pilot.
2. Results of the activities are compared against the expected results and, where necessary, changes are made to the system and the scenario is repeated. This step, truly, is the crux of the implementation effort. Comprehensive, successful completion of this step mitigates issues and surprises on the three phased "Go Live" dates.
3. After completion of the pilot testing and updates, end-to-end processes and integrations with external systems are tested. Results of the activities are compared against the expected results and, where necessary, changes are made to the system and the scenario is repeated. A pilot and testing sign-off document will be completed between Public Defender's Office and Journal Technologies. This confirms that both Public Defender's Office and Journal Technologies have accepted the build and test and are ready to move forward with each of the three "Go-Lives."

This methodology described when executed and completed will allow Public Defender's Office to determine whether the licensed software functions operate together and meet Public Defender's

Office's specifications and requirements. This user and system acceptance plan, when executed, will allow Public Defender's Office to determine whether the licensed software functions operate together and meet Public Defender's Office's specifications and requirements.

Journal Technologies has provided the tasks to be completed by responsible party which is based on our user testing and system acceptance methodology best practices and previous projects with similar organizations as a guide. Final plan for testing and acceptance, including the responsibilities will be finalized during the planning phase of the project. Journal Technologies will provide sample test scripts and Public Defender's Office will develop the required test scripts. Journal Technologies will assist Public Defender's Office with the User Acceptance Testing. Furthermore, Public Defender's Office will work with Journal Technologies to develop a testing schedule, assign a test lead and dedicated resources for performing system testing, review and accept testing results, document results, and ultimate accept the system.

System Testing

Public Defender's Office will document user test scenarios and lead the System Testing effort. The majority of the actual tasks in the system testing will be performed by Public Defender's Office with Journal Technologies' guidance. Journal Technologies and Public Defender's Office will test of end-to-end processes, integrations, and migrated data. Results of the activities are compared against the expected results and where necessary, changes are made to the system and the scenario is repeated. Journal Technologies will work jointly with Public Defender's Office to define requirements, and develop a plan/process for executing the system testing processes.

Quality Assurance Deliverables

Key Activity	Deliverables	Key Responsibility	Acceptance Criteria
1. Quality Plan	1. Quality Plan 2. Bug & Discrepancy Procedure 3. Promotion Plan (from Development to all other environments) 4. Migration Testing Results 5. Regression Testing Results 6. Test Cases and Test Scripts 7. UAT Forms 8. Approved UAT signoff 9. Testing Log	Journal Technologies and Cook County project teams	Deliverable Acceptance Form. The Acceptance form must describe what is being delivered.

10. UAT Log			
Testing and Promotion	System Configuration	Journal Technologies and Cook County project teams	Verify configuration work in new environment.
UAT	Detailed specification for each deliverable	Journal Technologies and Cook County project teams	System acceptance approved for go live.

We will train what is configured. The PD staff will be involved in the configuration and workflow processes, and from these sessions will come a jointly developed training program.

13. Knowledge Transfer/Training and Transition

Early on, Journal Technologies trains Cook County administrators and specialized users on how to configure JustWare and develop custom reports, document templates, and reports. As we continue to work through the executing phase together, the Cook County team will gain knowledge to administer JustWare, implement a train-the-trainer approach.

We provide all of our trainings in the executing phase. We provide each training at the point when it most makes sense for the project. For example, if the County's next task was to configure JusticeWeb, we would provide JusticeWeb training shortly before beginning JusticeWeb configuration. As the Cook County team works with us to configure JustWare, they gain the needed knowledge and skills to provide the first level of support for their office.

Journal Technologies uses a train-the-trainer approach for end users. We have an unlimited budget for implementation training.

The training program and documentation shall be tailored to your configured screens, processes and procedures for each case type or group of case types.

Training will be supported by instructions tailored to your system, probably by roles. The tailoring of the training information to your configurations will be a joint effort.

System Administration and Introduction to Workflow

- Onsite JustWare Administrator Training: Administrator Training includes instruction on how to setup and manage JustWare to meet the needs of the Public Defender's Office. Topics that will be covered include Code Table Input and Maintenance, security setup, and data partitioning.
- Onsite JusticeWeb Administrator Training will include instruction in one or more of the following areas, as jointly determined by the CPM and JTPM:
- Setting up and maintaining the E-Filing portal including the ability to have pro se litigants, attorneys, claimants, and other case participants to electronically file and review cases via the web;
- Setting up and maintaining E-Discovery;
- Managing the exchange of discovery packages online;
- Setting up and maintaining E-View, including setting up a login-secured and/or publicly accessible web portal that contains case, personnel, or calendar information;
- Setting up and maintaining the E-Payment portal allowing partner agencies or the general public to pay fines or fees online.

- Onsite Business Intelligence Development Training and Configuration includes instruction in one or more of the following areas, as jointly determined by the CPM and JTPM;
- Business Rule Training, providing trainees with the knowledge necessary to create, modify, and maintain business rules within JustWare;
- Document Author Training, providing trainees with the knowledge necessary to build JDA templates;
- Report Author Training, providing trainees with the knowledge necessary to create, modify, and manage reports.

End User training

The training program and documentation will be tailored to your configured screens, processes and procedures for each case type or group of case types. We need to train what was configured. The court's staff will be deeply involved in the configuration and workflow processes, and from these sessions will come a jointly developed training program. Journal Technologies uses a train-the-trainer approach for end users. We have an unlimited budget for implementation training.

Capture User Training

Training and online "help" share the three components of the online documentation. All of the help functions can also accommodate both audio and video.

Summary of Training Plan

We work to minimize future dependency on Journal Technologies through knowledge transfer and the development of a Public Defender's Office Help Desk staffed by experienced individuals who have worked on the project and thus have both a firm grasp of JustWare and how it was implemented. As a result, they are able to effectively triage problem reports with hardware, network, and user errors being handled locally in an expeditious manner with Journal Technologies standing by to provide support or to handle problems related to software defects or functionality deficiencies.

Our training involves guiding staff in using JustWare to complete actual tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions. Our trainings follow an outline that we anticipate will take approximately 3 days per training. However, we can move more quickly or slowly, depending on the needs of your agency.

Transition cutover Journal Technologies will provide cutover plans and onsite supervision for each system phase following testing, debugging and data conversion.

Onsite Rollout Support

Onsite Assistance during Go-Live shall include assisting end users transition to the new system by answering questions and providing support in learning how to perform daily tasks in the JustWare system.

13.1 Cutover and Implementation Plan

This plan will include the schedule and plan for migrating from the prior system to the new system.

Key Activity	Deliverables	Key Responsibility	Acceptance Criteria
	1. Knowledge Transfer		

Knowledge Transfer	<ol style="list-style-type: none"> 2. Configuration Training 3. JusticeWeb Training and Configuration 4. Report Author Training 5. Business Rules Training 	Journal Technologies Project Team	<ul style="list-style-type: none"> • System Configuration Document • JusticeWeb Training and Configuration Document • Report Author Training Guide and Materials • Business Rules Training Material
End user training	Train-the-trainer training	Journal Technologies and Cook County Project Team	<ol style="list-style-type: none"> a. End user Training Guides b. Other Training materials
Administrator Training	<ul style="list-style-type: none"> • Administrator Training • Configuration Training • JusticeWeb Training and Configuration 	Journal Technologies Project Team	Administration Training Guides Other Training Materials
Transition	<ul style="list-style-type: none"> • Administrator and Business Intelligence Trainings • Onsite Go Live Assistance • Ensure all users are ready to use the solution have been properly trained. • Refine the Transition Plan prior to each Go-Live event identifying: <ul style="list-style-type: none"> • i. All critical steps (transition checklist) to make sure the entire organization knows exactly what will occur and when. This shall also specify how end users should request 	Journal Technologies and Cook County Project Team	<ul style="list-style-type: none"> • Transition Plan and Materials.

	<p>support during Go-Live;</p> <p>ii. Support team needed at cutover including their respective responsibilities;</p> <p>iii. Documentation needed at cutover;</p> <p>iv. Communications delivered prior, during, and after successful cutover and to whom.</p>		
Rollout Support	<ul style="list-style-type: none"> • Go Live Assistance • Hand Off to Journal Technologies Support • Determine the specific rollout plan during the Project planning phase and shall update said plan when ready to transition. • Refine the Transition Plan prior to each Go-Live event identifying: 	Journal Technologies and Cook County Project Team	<ul style="list-style-type: none"> • Rollout Transition Plan

Cook County Responsibilities

1. Shall provide facilities, preferably off-site, for trainings. Rooms should accommodate up to 20 participants with access to JustWare and the Internet.
2. Shall provide staff availability to participate in trainings.

14. Decision Making and Approval Process

In a large-scale project such as the Public Defender’s Office CMS Implementation, timely and firm decision-making is key to keeping the project on track to hit milestone dates and deliverables. The following section describes the decision-making and approval process governing the project.

Project Decision Team

The Journal Technologies Project team shall facilitate the establishment of a governing body to approve changes, escalate, expedite decisions, and remove obstacles. This team shall be known as the Project Decision Team ("PDT") and shall consist of key executive stakeholders and project managers. The PDT shall review all major concerns and issues, provide directive to address issues and remove obstacles. It should also vet potential scope changes, and recommend, deny or defer change recommendations. All

request for Amendments and modifications are subject to the Scope Change Management Section of this SOW.

Executive Leadership Team

1. Provide foundational information for organizational assessment to conduct stakeholder analysis, organizational risk assessment, and workforce impact analysis.
2. Define strategic, business objective and priority requirements.
3. Develop and execute organizational level change management and communication plan to support strategic, business objective, and priority requirements.

Project Steering Team

- Align with Executive Leadership and define overall project level requirements that meet strategic, business objective and priority requirements.
- Align with Executive Leadership to develop and execute project level change management and communication plan.

Change Governance Board

- Align with Executive Leadership and Project Steering Team to define change or additions requirements.
- Align with Executive Leadership and Project Steering Team to develop and execute change management and communication plan for changes or additions.

Project Team

1. Align with Executive Leadership and Project Steering Team to develop ground level requirements.
2. Align with Executive Leadership and Project Steering Team to develop and execute ground level change management and communication plan.

15. Key Personnel

Journal Technologies will assign a project team that is led by a PMP-certified project manager. Other team members will include one or more project implementers, and one or more business intelligence (BI) specialists (Refer to Appendix A). In addition, we are also teaming with our partners W4Sight and Bit Link Solutions for business process reengineering and data conversion respectively.

15.1 Project Roles and Responsibilities

15.1.1 Role Definitions

One of the most important aspects of any implementation project is identifying the roles and responsibilities that need to be performed and assigning the right person to each role. The following roles are commonly assigned during a JustWare implementation.

Journal Technologies

Project Manager: plans, executes, controls, and delivers contracted line items for the project. The project manager manages and coordinates all Journal Technologies resources assigned to the project. S/he also manages customer communication, billing notifications, change requests, and contract

adherence, specifically in the areas of time, cost, and scope. S/he will have 20% of the portfolio assigned to this project.

Functional lead(s): conducts training, assists JustWare Administrator(s) in mapping customer business needs to JustWare functionality, provides configuration assistance, and consults on general implementation strategies. S/he will have 20% of the portfolio assigned to this project.

Technical lead(s): configures JDA templates, SSRS reports, application business rules, and JWXML (JustWare XML) screens as defined by the customer-provided specifications. The Business Intelligence Developer also provides training on JDA and SSRS if purchased. S/he will have 20% of the portfolio assigned to this project.

Interface Developer(s): develops adapters and exchanges through the API, as outlined in the contract. S/he will have 20% of the portfolio assigned to this project.

Data Conversion Developer(s): converts data from legacy systems into JustWare, as outlined in the contract. S/he will have 20% of the portfolio assigned to this project.

Installation Architect: connects to customer server(s), verifies server specifications and customer infrastructure meet installation requirements, and installs all purchased components of JustWare. S/he will have 20% of the portfolio assigned to this project.

Support Specialist(s): provides front line support for any technical issue encountered with JustWare and can be contacted by phone or email. Support specialists assign each issue a unique ticket number and escalate issues per the support agreement in the contract.

County Team Roles and Responsibilities

The County shall assign the following resources to this project. The County has the ability to reassign roles and responsibilities to other resources and will provide Journal Technologies of notice to such reassignment of roles and responsibilities.

Cook County

Project (or Executive) Sponsor: initiates and approves the project and its results. The Project Sponsor is responsible for sign-off between project phases and is usually the person responsible for approving payment.

Project Manager: plans, executes, controls, and closes the project. The project manager's main responsibilities include: building a project plan, coordinating customer resources, communicating with Journal Technologies and customer stakeholders, monitoring and controlling timelines, and ensuring contract adherence. She also works with the Journal Technologies project manager to document setup, configuration, and processes.

JustWare Administrator(s): administers JustWare on a day-to-day basis. Administration tasks include setting up user accounts and permissions; inserting, updating, and maintaining code values in drop-down lists; updating and maintaining office-specific configurations; using

JustWare administration tools to simplify and error-proof processes; scheduling software upgrades; and implementing and rolling out new features. During the implementation process, the JustWare Administrator(s) is responsible for the initial setup and final configuration of JustWare.

JustWare Implementation Team Members: assist the JustWare Administrator(s) in configuring JustWare. Team members also serve as subject matter experts and as ambassadors between the project and their respective agencies or functional groups; helping align their agency or group's business needs with the JustWare configuration and representing configuration decisions back to their constituents. In many instances team members also provide end user training in preparation for go live.

Subject Matter Experts (SME): provide expert knowledge about the data and business processes that will be tracked in JustWare. SMEs also perform specific work tasks, including verifying and testing the accuracy of data conversions, adapters, documents, reports, and workflows.

Template Authors: create templates in JustWare that will be used by the office. Template Authors receive training and become experts in the use of JustWare Document Automation (JDA) to create templates that are merged with information from the JustWare database at run-time. Experience with Microsoft Word mail merge is helpful in learning JDA.

Report Authors: create and deploy JustWare reports that will be used by the office. Report Authors should have a strong knowledge of general database concepts as well as a familiarity with Transact-SQL (T-SQL) programming language, including the use of SELECT, JOIN, and WHERE clauses. Report Authors receive basic training on the use of SQL Server Business Intelligence Development Studio to create reports, existing database views to pull and filter data, and SQL Server Reporting Services to deploy reports.

Server Admin: deploys and maintains the server hardware and software that will house JustWare. This person should ensure adequate hardware redundancy is in place and be able to resolve any hardware failures. The server admin also tests and deploys Microsoft Updates as needed, ensures that servers meet JustWare requirements and monitors and troubleshoots performance issues.

Network Admin: controls network communications between JustWare servers and clients. The network admin should understand and execute proper security procedures to protect data on the computer network and work with the server admin to provide Journal Technologies support and install staff with server access through a remote network connection. S/he also troubleshoots and monitors network performance.

Database Administrator (DBA): sets up recurring database backups, archives data, executes SQL hotfix scripts, configures database security, and monitors database performance. If a data

conversion is part of the implementation, the DBA needs to provide legacy data for conversion as outlined in the contract.

Workstation Administrator: ensures client workstations meet minimum JustWare requirements and installs any required software components, including Microsoft updates.

Below is the RACI Chart for Journal Technologies Project Team

	Project Manager	Functional Lead	Technical Lead	Interface Developer	Data Conversion Developer	Installation Architect
Initiating Phase						
Deliver Implementation Quick-start Spreadsheets	R					
Completion of Quick Start						
Software Installation and Testing	R					R
Quick Start Import	R	R				
Planning Phase						
Create Project Plans	R	C	C	C	C	
Resource Plan	R	C	C	C	C	
Work Breakdown Structure	R	C	C	C	C	
Baseline Project Schedule (Timeline)	R	C	C	C	C	
Communication Management Plan	R	C	C			
Change Management Plan	R	C	C			
Risk Management Plan	R	C	C	C	C	
Reengineering and Remodeling Workshops	R	R	R			
Requirements Traceability Matrix	R	R	R			
Executing Phase						
Administrator Training	R	R				
Template Author Training	R	R				
Report Author Training	R	R				
Business Rule Creation Training	R	R				
Specification Development	R	C	C			
System Configuration						

JustWare Setup	R	R	R	R						
JusticeWeb Setup	R	R	R	R						
Screen Configuration	R	R	R	R						
Report Creation	R	R	R	R						
Document Template Creation	R	R	R	R						
Business Rule Creation	R	R	R	R						
Data Conversion	R							R		
End User Training	R									
Final Conversion	R		R							
Go-Live Assistance	R		R					R		
Closing Phase										
Project Retrospective	R									
Transition to Support	R									
Project Closure	R									

Below is the RACI Chart for Cook County Project Team

Cook County	Project Sponsor	Project Manager	JustWare Administrator	Implementation Team Member	Subject Matter Expert	Template Author	Report Author	Information Technology Team
	A			C	R			
I	A							C

Initiating Phase
 Deliver Implementation Quick-start Spreadsheets
 Completion of Quick Start
 Software Installation and Testing
 Quick Start Import

End User Training

Final Conversion

Go-Live Assistance

Closing Phase

Project Retrospective

Transition to Support

Project Closure

I	A	R	R						
I	A								
I	A	R	R						
I	A								
I	A								
A	R								

16. Issue Resolution and Escalation Process

Cook County Government, Public Defender's Office and the Journal Technologies' Project Managers are responsible for overseeing and managing issues identified. The purpose of this process is to mitigate unanticipated issues, review action items, and assign tasks to appropriate resources to resolve issues in a timely manner. The purpose of the escalation process is to raise an issue to a higher-level of management for resolution, particularly when resolution is not possible at the project management level. The project team should always strive to make decisions and address items at the lowest level possible; however, when a resolution cannot be reached, the item should be escalated (and documented in a Journal Technologies provided project team site) to enable decision making before an issue impact the project. The issue resolution process will adhere to the following guidelines:

- All project-related decisions will be made by the appropriate business SMEs/leads identified;
- If an issue is identified, a resolution or approval must be given within two business days of the issue being identified. If a decision has not been rendered within two business days, the matter will be taken to the Project Team. If a decision cannot be reached by the Project Team via the weekly Project Team status meetings, then the issue will be escalated to the Steering Committee for resolution.
- A decision must be made by the Steering Committee within five business days from the date the issue was submitted for discussion. If a decision has not been made within five business days, the Journal Technologies Project Manager will send a second and final notice to the Cook County Project Manager. If a decision has not been made within five business days of the final notice, the issue may be submitted to the County's CPO.
- Once a decision has been made, the matter will be documented either via a Status Memo or via a Change Order if appropriate.
- If at some time in the future, Journal Technologies or the Public Defender's Office desires to change a previously made decision, the matter must be addressed with the other Project Manager. A request to change a prior decision must be submitted by the Public Defender's Office or Journal Technologies' Project Manager and be accompanied with corresponding documentation as to why the change is being requested and the potential impact to the project. If the Public Defender's Office or Journal Technologies determines that the change in direction presents a risk to the project, the matter will be escalated to the Steering Committee for final decision making within two business days of the request being submitted.

17. Deliverable Acceptance Criteria

A signed acceptance document will be required by the Project Team for each deliverable. The following is the acceptance process for each deliverable type, which includes but is not limited to the following:

- Business Requirements;
- Process Flows;
- Data Model;
- Prototype(s);
- Design Document(s);
- Individual integration or set of integrations;
- Individual data migration or set of data migrations;

- Reports;
- Dashboards;
- Business Process(s);
- Testing;
- Training;
- Go Live;
- Deliverables outlined herein

All changes that affect the Statement of Work in the contract shall be handled using the following process. These changes include:

- Modifying deliverables such as data conversion development;
- Eliminating deliverables, such as removing interface development;
- Scope Change Management;

The Project team shall manage the scope in order to minimize amendments or modifications. In the event of a change in scope or delay beyond the vendor's control, the Project team shall discuss the impact with the County before proceeding. Any significant material change to the project scope or material delay beyond the vendor's control shall be escalated to County management within five (5) business days of a missed deadline and/or impacted deliverable. If the parties agree a scope change is warranted the County shall then follow its amendment and modification process and shall be executed by the County's Chief Procurement Officer. If the County requests additional work, work shall be priced at the contractual rates.

As a basic process the following procedure outlines the steps in managing these changes:

- A need, or opportunity, to change is recognized.
- Create and submit a change request to the Journal Technologies and County Project Managers.
- The Change Request should contain at minimum the following information:
 - Specific item(s) to change
 - Anticipated impact of the change to the timeline and cost.
 - Anticipated impact of not changing
 - Evaluation of Change Request
 - Change Approved or Rejected
 - Communicate decision(s) to affected parties
 - Approved Changes Implemented
 - Project Documentation Updated
 - Project Implementation Methodology

18. System Solution

JustWare|Defender shall be deployed On-Premise. Journal Technologies shall provide two JustWare environments, testing and production, but JT shall work with the County to determine if additional environments are needed.

JustWare is designed as an all-inclusive single solution giving you features and functionality that shall be used in the future.

The JustWare architecture consists of various layers, which integrate and interoperate to fulfill specific technical needs and provide a rich environment for implementing core business, infrastructure services and business solutions. The architecture implements a layered architectural design pattern to provide solution agility, reuse, simplicity and maintainability using a Microsoft .NET Framework and N-tier architecture.

Journal Technologies shall provide the System Architecture guide that details system architecture design including all related logical and physical components. Journal Technologies shall at minimum include highly detailed diagrams depicting:

- Number of environments per location with, at minimum, development, testing, staging, production; Cook County is requesting hardware setup at two (2) distinct data centers, with the primary data center in the downtown campus and the secondary location at a Cook County distant address;
- Front end and Backend components;
- Virtualization components;
- Security components;
- Network transmission security;
- Redundancy components;
- Backup and recovery components;
- Key modules/functionality;
- Interfaces/integration (see Integrations Section of this SOW document);
- 3rd party tools;
- Data partitions;
- Specific configurations for each County Office;
- Other key elements that would help Cook County better understand the system design (or the system as-built after configuration).

19.1 Hardware Environment

The County will procure the required hardware via its countywide hardware contract. Journal Technologies shall assist the County with the installation of the recommended hardware environments consistent with Journal Technologies recommended hardware architecture. The County shall install the base Microsoft Server Operating System for all identified servers per the requirements provided by Journal Technologies. The County shall install Microsoft .NET Server per the requirements provided by Journal Technologies. The County shall ensure all Microsoft Server Operating Systems and Microsoft .NET Servers meet Journal Technologies required Microsoft service pack and update levels. However, Journal Technologies shall install all non-Microsoft Server Operating Systems on the virtual or physical servers provided by Cook County. Journal Technologies shall install and configure all software on the hardware infrastructure for the System Solution on all environments. Journal Technologies shall work with the County and its hardware vendor to ensure a smooth delivery and setup of the required hardware.

19.1.1 Server Requirements

JustWare server minimum requirements for a Cook County-hosted solution.

Equipment Description	Make/Model/Part*	Required Quantity
A D	Processor Cores (1.8+ GHz ea.): 2 Ram: 4 GB Network: TCP/IP Required Software: Microsoft Active Directory	2
Database Server	Processor Cores (1.+ GHz ea.): 8 Ram: 32+ GB Network: TCP/IP Required Software: Windows Server 2009 R2 64 bit, or 2012r2 64 bit and Microsoft SQL Server 2012 64 bit (and any software it requires) Load Balancer, internal-facing, between SQL servers	3
Web Server	Processor Cores (1.8+ GHz ea.): 4 Ram: 8+ GB Network: TCP/IP Required Software: Windows Server 2009 R2 64 bit, or 2012r2 64 bit; IIS 7.0 or later; Web Service Enhancements 3.0 or later; Microsoft .NET Framework 3.5 or later; and MDTC Load Balancer: external-facing, between firewall and web servers	2
SSRS Server	Processor Cores (1.8+ GHz ea.): 6 Ram: 24+ GB Network: TCP/IP Required Software: SSRS 2012 and Microsoft .NET Framework	1
Document Server	Processor Cores (1.8+ GHz ea.): 6 Ram: 12+ GB Hard Disk: 500+ GB Network: TCP/IP <ul style="list-style-type: none"> • Microsoft's Search Server Express is required to use indexing. Currently, Microsoft offers Search Server 2010 Express as a free download. <ul style="list-style-type: none"> • Search Server 2010 requires Windows Server 2008 (64-bit edition), a 64-bit four-core processor, 4-16 GB memory, and at least an 80 GB hard disk. • The hard disk must have a NTFS file system-formatted partition with a minimum of 3 GB of free space for indexing services. 	1

19.1.2 Hardware Provisioning Responsibilities

Journal Technologies shall further define responsibilities in the project’s RACI chart, and review with the County.

Role	Owner
• Specify hardware needs	Cook County
• Procure hardware	Cook County
• Provision hardware	Cook County (Windows) & Journal Technologies Microsoft .NET)
• Install hardware software	Cook County
• Install application software on hardware	Journal Technologies
• Test hardware after software installation	Journal Technologies
• Accept hardware configurations and overall infrastructure architecture.	Cook County

19.1.3 Client Machine Requirements & Optional 3rd Party Tools/Hardware.

The following requires are for client computers and for optional barcodes, signature pads, and document scanners.

Equipment Description	Make/Model/Part*	Required Quantity
Client Hardware	Processor: Intel Celeron or AMD 2.0 GHz or higher (Dual to Quad Core recommended) Memory: 1 GB: 2 GB for Windows Vista or later (4 GB recommended) Monitor Size: 19 inches or greater (strongly recommended). Minimum supported resolution is 1024 x 768 and 120 DPI	Per client machine
Client Software	<ul style="list-style-type: none"> • Windows XP with Service Pack 3 or later, Windows Vista, Windows 7 or Windows 8 • Any RFT-compatible word processing program (need Word 2007 to use JDA editor or electronic signatures • Microsoft .NET Framework 3-5 or later • IE 7.0 or later 	Per client machine
Barcode Scanner	USB or serial port compatible <ul style="list-style-type: none"> • ASCII Extended Code 3 of 9 enabled (also referred to as extended Code 39 programmable) • Able to read a start character of \$A as an Insert key and an end character of \$Z as a F12 key • Must have one of the following scanner interfaces: HID, Keyboard wedge, or RS232 	Optional for any users.
Signature Pad	<ul style="list-style-type: none"> • Microsoft Word 2008 • Any Microsoft Word compatible signature pad device 	Optional for any users.
Document Scanner	Any TWAIN compliant document scanning device	Optional for any users.

20. System Maintenance

Cook County will be responsible for maintaining and troubleshooting network and JustWare infrastructure issues (such as PD internet connectivity, PC/laptop issues, PC/laptop antivirus, etc.).

21. Performance Criteria for Project Milestones and Support SLA's

The Journal Technologies team shall provide a quarterly report during implementation and after Go Live for the life of the contract. The report shall document the Journal Technologies team's performance measures towards the following service level requirements.

Failure to provide this report is deemed a service level violation. In the event that the Journal Technologies team fails to meet the service level requirement outlined below, it shall investigate the root cause to determine if any trends exist. If any trends exist, it shall create a corrective plan of action. The Journal Technologies team shall present the County with the data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action on an interval consistent with the quarterly reporting.

For the purposes of the support SLAs a "Failure to Respond" occurs when the Journal Technologies team is in confirmed receipt of a service ticket and the Journal Technologies team fails to respond to the County within the timeframe defined in the SLA. The Journal Technologies team receipt of the service ticket shall be defined as the date/time of confirmed receipt by Journal Technologies via a mutually agreeable support submission process.

All performance and other credits due to the County shall be applied on the following yearly invoice. If the County is entitled to two separate credits, the credits shall be independent from each other. Credits shall be itemized in the appropriate reports to ensure full transparency. For example, if the County is entitled to two \$200.00 credits, the two credits are from the base monthly amount and thus the County shall receive two credits in the amount of \$400.00.

In no case shall a combination of monthly credits amount to more than \$400.

For each of the below SLAs: (1) measurements are quarterly after go-live, except the completion of milestones, which shall be reported during the full lifecycle of the project. (2) the Journal Technologies team shall affirmatively monitor for SLA compliance and notify the County of SLA violations, (3) the Journal Technologies team shall give the County raw data to validate SLA compliance and calculation of credits and (4) the Journal Technologies team shall provide an executive summary of raw data that explains service level compliance, calculated credits, data trends, and emerging and ongoing issues.

The penalties listed below shall not limit the rights of the County to take further legal action, but does exclude further performance credits, in the event of a material breach of Journal Technologies' obligations under this Agreement. Where a credit is due under this section, the County may reasonably withhold the amount of any pending performance credit from any pending invoice to Journal Technologies or withhold such amount from a future invoice to Journal Technologies. Any performance credit issues that may result in payment to the County shall be immediately escalated to the Steering Committee for review, evaluation, and decision.

Note the following Performance Credits apply to Justware | Defender, JusticeWeb and JustWare API solution.

21.1 Support Service Level Agreement and Performance Credit

Service Requirements	Response Goal	Resolution Goal	Credits
<p>The Journal Technologies team support response time shall be at or below the response times listed as Critical (1) 90% of the time in any given month.</p>	<p>4 business hours</p>	<p>The Journal Technologies team shall respond by telephone or email ASAP, but no more than 24 hours upon verification of steps to reproduce issue. If the issue was reported outside of the standard support hours, the 24 hour time span begins at the start of the next business day.</p> <p>Journal Technologies must also provide the following deliverables:</p> <ul style="list-style-type: none"> • Root Cause Analysis • Plan of Action • Remediation Plan 	<p>For any month that the Journal Technologies team fails to respond and meet this service level, it shall credit the County's account \$200.00.</p> <p>This is the maximum monthly credit for Critical responses.</p>
<p>Journal Technologies team support response time shall be at or below the response times listed as High 90% of the time in any given month.</p>	<p>4 business hours</p>	<p>ASAP, but no more than 40 days upon verification of steps to reproduce issue.</p> <p>Journal Technologies must also provide the following deliverables:</p> <ul style="list-style-type: none"> • Root Cause Analysis • Plan of Action • Remediation Plan 	<p>For any month that the Journal Technologies team fails to respond and meet this service level, it shall credit the County's account \$150.00.</p> <p>This is the maximum monthly credit for High responses.</p>
<p>The Journal Technologies Team support response time shall be at or below the response times listed as Medium 90% of the time in any given month.</p>	<p>4 business hours.</p>	<p>ASAP, but no more than 45 days upon verification of steps to reproduce issue.</p>	<p>For any month that the Journal Technologies team fails to respond and meet this service level, it shall credit the</p>

		Journal Technologies must also provide the following deliverables: <ul style="list-style-type: none"> • Root Cause Analysis • Plan of Action • Remediation Plan 	County's account \$100.00. This is the maximum monthly credit for Medium responses.
The Journal Technologies Team support response time shall be at or below the response times listed as Low 90% of the time in any given month.	4 business hours.	ASAP, but no more than 90 days upon verification of steps to reproduce issue. Journal Technologies must also provide the following deliverables: <ul style="list-style-type: none"> • Root Cause Analysis • Plan of Action • Remediation Plan 	For any month that the Journal Technologies team fails to respond and meet this service level, it shall work with the County's team to address correcting the process moving forward.
Enhancements: General System/Application/User Support, Software Updates, and other Non-Warranty Items (including Application Support, Issue Resolution Due to PD, etc.).	No SLAs Specific SLAs can be determined and finalized as part of a Post Go Live Support Agreement.		N/A

Note: The table outlined below may also be subject to performance credits as they are considered within scope. Journal Technologies will work with PD in successfully meeting the acceptance criteria.

- **General.** CONTRACTOR will respond to COUNTY requests for software support services regarding the Licensed Software in accordance with the procedures identified below. In each case, COUNTY may describe and submit the problem by telephone, electronic mail or internet support forum from 6:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays, Christmas Eve and the day after Thanksgiving. CONTRACTOR shall use all reasonable diligence in correcting verifiable and reproducible errors reported to CONTRACTOR. CONTRACTOR shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. CONTRACTOR shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. CONTRACTOR shall not be responsible for errors caused by hardware limitations or failures, network infrastructure,

operating system problems, operator errors or any errors related to processes, interfaces or other software. CONTRACTOR does not provide hardware maintenance or support.

- **Incident**. An Incident is a disruption in the normal information flow or service with the software application. Each Incident will be classified in accordance with the below categories:

1-Critical: Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System.

2-High: Non-critical System failures: A fault that causes the System to not operate in accordance with Specifications but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.

3-Medium: Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information.

4-Low: A minor fault causing the system not to operate in accordance with specifications, with no disruption to business activity. This category includes "Incidents" relating to environments other than production.

- **Incident Response and Resolution**. CONTRACTOR shall respond to requests for technical support received via one of the standard methods of contact. CONTRACTOR shall provide a response and resolution based on the category of Incident within the time frames set forth below:

21.2 Contract Performance Review and Final Acceptance

- Journal Technologies shall schedule a close out session 90 days, with the possibility of an extension to 180 days, after the last day of onsite support period ends for the final software release. Journal Technologies shall include in this meeting representatives from each business area and the Executive Steering Committee.
- Journal Technologies shall establish a recurring contract performance review schedule. RSI shall review contract performance bi-annually, after Final Acceptance, during the years of support and maintenance.
- Journal Technologies shall prepare an executive summary of raw data that explains service level compliance for the determination of service credits, data trends, and emerging and ongoing issues.
- Journal Technologies shall confirm the Go-Live dates and system warranty expiration date based on contract terms.
- Journal Technologies shall abide to the following performance metrics:

Contract Performance Criteria	Description – acceptance criteria	Acceptance via
1. System reliability;	System architecture supports automatic load balancing, acceptable performance mirroring, and automatic failover to backup location. It is understood that County is responsible for acquiring, installing and testing all infrastructure to support these features. This not a Journal Technology Deliverable.	Form signed by PM and Project Sponsor (or emailed approved).
2. System scalability;	Initial design efforts can be replicated anywhere in the organization (“Design once, deploy anywhere”).	Acceptance Form signed by PM and Project Sponsor (or emailed approved).
3. System functionality;	System requirements traceability to implemented functionality. Refer to Attachment 1 - System Requirements).	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved).
4. Critical data is available in the new system;	Data in the existing “in scope” databases listed in the scope and assumptions is successfully migrated to the new system, and seamlessly integrates with all other system components.	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved).
5. Project transition;	Vendor submits all acceptance forms for all deliverables – as accepted and signed at each phase, including UAT signed forms.	Acceptance Form signed by PM and/or Project Sponsor.
6. Budget and schedule;	Key deliverables were executed on time and on budget. Project costs were contained to/or about the originally agreed amount. A final report should be presented for signoff.	Final Report signed by PM and/or Project Sponsor.

Appendix A Journal Technologies Resumes

Karl Larsen Senior Project Manager

Employment History

Journal Technologies, Logan, UT

Jan 2005 - Present

Senior Project Manager / Procurement Process Specialist

Jan 2008 - Present

Project Manager

June 2006 – Jan 2008

Application Support Specialist

Jan 2005 – June 2006

Responsible for managing a portfolio of implementation projects for Journal Technologies. Manages an implementation team to meet the needs of the projects assigned to us. Project Manager for the Oklahoma District Attorneys Council managed the roll incorporation of bad checks divisions in many offices including associated data conversions and training.

Part of the implementation team for the State of Montana Office of Public Defenders. Largest problem encountered was bandwidth across the state. We incorporated several new software enhancements to meet the challenge of low bandwidth.

Assisted Sales in negotiating Contracts, Including drafting and reaching agreement on the Statement of Work, Service level agreements, etc. for hundreds of projects including: Delaware Office of Attorney General, Kentucky Department of Public Advocacy, Bell County Texas, Connecticut Office of Chief Public Defender, Vermont Office of Defender General, Vermont States Attorney's,

Convergys Corporation

Training Specialist

Provided initial training to hundreds of new Call Center employees.

Team Lead

Lead the top performing team in the call center in my last full month of employment as a team lead.

Education and Training

B.S. from Utah State University in Business Information Systems

Certifications and Expertise

PMP Certified

Mike Christensen

Project Manager

Employment History

Journal Technologies, Logan, UT

July 2011 - Present

Project Manager

Perform Project Management methodologies in 4-6 projects at a time. Work daily with customers, company resources, third party vendors, and customer resources to manage expectations, roles and responsibilities, and risks to bring the customer to a successful implementation that they are happy with and helped build. Design documents, reports, screens and business rules to support business processes. Teach, and build people into self-supporting and self-managed customers.

Significant Projects at Journal Technologies

- Kootenai County prosecutor. (Project Manager) Helped build the new dynamic charging language process in JustWare.
- Guilford pretrial services (Project Manager) Improved jail interview process so that information could get to the office staff for further follow-up. Made the whole process more efficient.
- Built some awesome JWXML screens. One for Kootenai County that is a multi-root session that brings in probation officers clients, Lists their name info, all cases that are at a specific status and the details of those cases.

City of Logan

Sept 2000 – July 2011

Programmer Analyst

Perform systems design/analysis for requested applications; write code for complex applications. Write programs/queries to extract required data/information from various databases; Meet with department management and their staff to identify/determine their hardware, software, and data processing/information services systems and/or applications needs. Evaluate commercial software for in-house application solutions.

Design, code, modify, and debug customized in-house applications software. Troubleshoot commercial and in-house software, determine root cause of problem determined possible program modifications or system reconfiguration necessary to correct the problem; Train end- user staff in the procedures for operating various commercial and in-house software applications.

Bridgerland Applied Technology College

1999-2012

Instructor

Developed Curriculum for Microsoft Office courses and instructed 10-20 students to prepare them for MOUSE (Microsoft Office User Specialist) certification.

Education and Training

Bachelors of Science degree Utah State University in MIS

Certifications and Expertise

PMP Certified

Technical Competencies

- Project Management
- Technical Training
- Strategic Planning
- Process Development and Implementation
- Data Conversion
- Visual Basic
- T-SQL
- IIS
- Web Servers
- Microsoft SQL Server 2012
- Relational Databases
- Data Conversion
- XML
- Dreamweaver
- Photoshop
- Coldfusion

Brian Decaria

Business Intelligence Developer

Employment History

Journal Technologies, Logan, UT

May 2014 - Present

Business Intelligence Developer

Brian works closely with agencies preparing to use JustWare in their offices. He assists in configuration services including, document development, report creation, and business rule logic.

The biggest project he's worked on with Journal Technologies thus far is the Utah County configuration. In a new configuration the agency starts with a "blank slate" meaning that they start from nothing and JTI builds everything for them. The implementation team was able to create everything required for their go-live in a few months, which can sometimes take years.

Brian started at JTI as a Business Intelligence Intern, then moved to part time before moving to a full time position. His responsibilities were similar to his current position, but working with existing customers instead of new customers.

Harris Research

Logistics Specialist

Specialized in shipping products via land, ground, air, and ocean to Canada and Europe.

Harris Research began moving products into Canada, and Brian was charged the duty of making sure everything went perfectly. This included sticking to strict deadlines, learning and setting up new software, and abiding by the DOT's rules and regulations for moving hazardous materials over the border.

Education and Training

Attended Salt Lake Community College from 96-97

Currently attending Utah State University, majoring in MIS

Chris Bitner

Project Manager

Employment History

Journal Technologies

Oct 2014 - Present

Project Manager

Chris works with customers to implement case management software. This includes custom work to tailor the product to their specific needs. Daily activities are: document template creation, report building, screen building, and coordinating any other tasks that need to be completed with other Journal Tech employees or other subcontractors.

Significant Projects at Journal Technologies

- Federal Way Municipal Court JustWare Implementation – Project Manager
- Vermont States Attorneys and Sheriffs JustWare Implementation – Project Manager

GE Healthcare

- Created 2 next-gen transient transfection cell culture media for high protein expression and viable cell densities across multiple cell lines.
- Programmed a liquid handling robot to do very large numbers of cell culture experiments (eg. 10x the number a person could do)
- Collaborated with customers from around the world to create custom cell culture media to help them improve protein expression and quality.

Dr. Sean Johnson Protein X-ray Crystallography Lab at Utah State University

- Discovered method for producing soluble recombinant Air1 and Trf4 proteins.
- Completed mutagenesis on protein complex that was published in peer reviewed literature.

Education and Training

BS from Utah State University in Biochemistry

In order to minimize your costs for the project, we are not proposing a dedicated project team. Dedicated teams are far more expensive because you are paying for not only the time they are working on your tasks, but also for the time they are waiting for you to complete assignments so that they can move on to other tasks. (Many tasks must be performed consecutively rather than concurrently.) As a result, our project teams work on multiple projects at the same time. Our project teams move forward when our Public Defender's Offices are ready. In order to start on your project as soon as possible, we do not finalize project management team assignments until after we sign an agreement. However, each of our project teams has significant experience in implementing Journal Technologies projects.

Change Management Plan

SUMMARY

The change management plan exists to define the process to handle the many various problems and opportunities that require changes to the original Contract and Timeline. The process for handling each type of change is outlined in this document.

ORGANIZATION <i>Cook County Public Defender's Office</i>	
CONTACT	TITLE <i>Project Manager</i>
PHONE	EMAIL
ORGANIZATION <i>Journal Technologies</i>	
CONTACT	TITLE <i>Project Manager</i>
PHONE	EMAIL
	PUBLISHED

Table Of Contents

<u>PURPOSE.....</u>	<u>104</u>
<u>CHANGE MANAGEMENT ROLES AND RESPONSIBILITIES</u>	<u>127</u>
<u>CHANGES TO SCOPE.....</u>	<u>104</u>
<u>ADDITIONS TO COST.....</u>	<u>105</u>
<u>CHANGES TO TIMELINE</u>	<u>105</u>
<u>CHANGE CONTROL DOCUMENTS</u>	<u>106</u>
<u>SIGNATURES.....</u>	Error! Bookmark not defined.

Purpose

The change management plan exists to define the manner in which changes to scope or timeline are requested and approved or rejected. The process for handling each type of change is outlined below:

Change Management Roles And Responsibilities

Role	Responsibilities
Journal Technologies Project Manager Cook County Public Defender's Office Project Manager	<ul style="list-style-type: none"> ▪ Develop change management plan ▪ Evaluate change requests and estimate impact to scope, schedule, and budget ▪ Approve/reject schedule changes ▪ Monitor change requests ▪ Log change requests
Project Team	<ul style="list-style-type: none"> ▪ Assist in the review of change requests ▪ Estimate impact to scope, schedule, and budget as requested by Project Managers
Project Sponsors	<ul style="list-style-type: none"> • Approve change management plan • Approve/Reject change requests that <ul style="list-style-type: none"> ○ require contract amendments ○ require additional contracts ○ agreement is unable to be reached by the project managers

Changes To Scope

All changes that affect the Statement of Work in the contract need to be handled using a formal documented process. A couple of examples of such changes are:

- Trading one line item deliverable to another line item deliverable such as converting Business Intelligence hours to training hours.
- Trading a service line item such as Justice Broker development for a licensing line item such as the JustWare API.

The following procedure outlines the steps in managing these changes.

- 1) A need, or opportunity, to change is recognized.
- 2) Create and submit a change request to the Journal Technologies and Cook County Public Defender's Office Project Managers. The Change Request should contain the following information at minimum:
 - a. Specific item(s) to change
 - b. Anticipated impact of the change to the timeline and cost.
 - c. Anticipated impact of not changing
- 3) Evaluation of Change Request
- 4) Change Approved or Rejected

- 5) Communicate decision(s) to affected parties
- 6) Approved Changes Implemented
- 7) Project Documentation Updated

Additions To Cost

All changes that require additional cost to Cook County Public Defender's Office will be handled through negotiating an add-on contract with the Journal Technologies Account Executive. Some examples of this are:

- The purchasing of additional services such as additional onsite training, or additional Business Intelligence (BI) hours
- Purchasing additional Licenses for JustWare, Document Scanning, or JustWare Document Automation Developer tool.

The following procedure outlines the steps in managing these changes.

- 1) The need for more services or licenses is identified
- 2) Journal Technologies Project Team will notify the Journal Technologies Account Executive for the Customer
- 3) Account Executive and Customer will negotiate a contract
- 4) The contract is approved or rejected
- 5) Contracted changes implemented
- 6) Project Documentation Updated

Changes To Timeline

All changes to the Implementation timeline will be handled as part of the status meetings held between the Cook County Public Defender's Office Project Manager and the Journal Technologies Project Manager. Some examples of this are:

- Changing training dates.
- Changing iteration delivery dates
- Changing the development priority of reports and templates

The following procedure outlines the anticipated steps in managing these changes.

- 1) The need (or opportunity) to change is recognized.
- 2) The suggested change is submitted for discussion in an upcoming status meeting.
- 3) The change is defined and discussed in the status meeting
- 4) The change is approved or rejected
- 5) Communicate decision(s) to affected parties
- 6) Approved changes are implemented
- 7) Project Documentation is updated

Change Control Documents

Document	Function
Change Request	<ul style="list-style-type: none"> ▪ Documents desired changes as requested or discovered ▪ Documents the details of the requested change ▪ Documents the rationale and benefit of the change ▪ Documents the impact of not changing
Change Log	<ul style="list-style-type: none"> ▪ Summarizes change requests received ▪ Tracks status of change requests submitted ▪ Documents change decisions made, when, and by whom

Signatures:

Cook County Public Defender's Office Date

Journal Technologies Date

Printed Name and Title

Printed Name and Title

Project Change Request Form

CUSTOMER:	COOK COUNTY PUBLIC DEFENDER'S OFFICE	CONTRACT #:	
DATE:		CHANGE #:	001

PROPOSED CHANGE

It is proposed that the contract between Journal Technologies and Cook County Public Defender's Office identified by contract number and entered into on January 27,2015 be amended as follows:

JOURNAL TECHNOLOGIES RESPONSIBILITIES

Journal Technologies will update any and all project documentation to reflect said change.

COOK COUNTY PUBLIC DEFENDER'S OFFICE RESPONSIBILITIES

Cook County Public Defender's Office will update any all project documentation to reflect said change.

COMPLETION CRITERIA

This change is considered complete once signed below by authorized representatives from both Journal Technologies and Cook County Public Defender's Office. Each page should also be dated and initialed.

Payment milestone __, in the amount of __ will be billed upon completion of this criteria. The estimated completion date is ____.

Signatures:

Cook County Public Defender's Office Date

Journal Technologies Date

Printed Name and Title

Printed Name and Title

Deliverable Acceptance Form

Project Information

Project	IL - Cook County Public Defender's Office		
Date		Contract #	
New Dawn PM		Customer PM	

Deliverable Information

ID	Deliverable Description	Date Delivered	Comments

Terms:

This document serves to acknowledge that Journal Technologies has completed the above stated project deliverable to the satisfaction of the statement of work outlined in the contract identified by contract number XXX and executed between Journal Technologies and Cook County Public Defender's Office on dd/mm/yy. Furthermore, this document authorizes Journal Technologies to invoice any and all funds due pertaining to the above stated deliverable, as outlined by the contract.

Deliverable Feedback:

Please take a moment and give us some feedback on this deliverable by going to the link below:

<http://www.newdawn.com/CustomerSurvey>

Signatures:

Cook County Public Defender's Office Date

New Dawn Date

Printed Name and Title

Printed Name and Title

Communication Management Plan

SUMMARY

The purpose of the communication management plan is to establish how communications with project team members and project stakeholders will be handled throughout the project life cycle.

ORGANIZATION <i>Cook County Public Defender's Office</i>	
CONTACT	TITLE <i>Project Manager</i>
PHONE	EMAIL
ORGANIZATION <i>Journal Technologies</i>	
CONTACT	TITLE <i>Project Manager</i>
	EMAIL
	PUBLISHED

Table of Contents

<u>COMMUNICATION ROLES AND RESPONSIBILITIES.....</u>	<u>111</u>
<u>KEY MEETINGS</u>	<u>112</u>
<u>METHODS OF COMMUNICATION</u>	<u>112</u>
<u>HOURS OF OPERATION</u>	<u>113</u>
<u>JOURNAL TECHNOLOGIES IMPLEMENTATION TEAM.....</u>	<u>113</u>
<u>CUSTOMER IMPLEMENTATION TEAM</u>	<u>113</u>
<u>ADDITIONAL NOTES</u>	Error! Bookmark not defined.
<u>SIGNATURES</u>	Error! Bookmark not defined.

Purpose

The purpose of the communication management plan is to establish how communications with project team members and project stakeholders will be handled throughout the project life cycle.

The communication management plan defines how team members and other project stakeholders will share and distribute information. The communication management plan defines the following:

- Roles and responsibilities
- Expected and accepted methods of communication
- Methods of distributing project information to and soliciting input and buy-in from the primary Project Sponsor and other stakeholders

Communication Roles and Responsibilities

Communication Roles and Responsibilities	
Project Sponsor	<ul style="list-style-type: none"> ▪ Initiates and approves the project and the results
Journal Technologies Project Manager	<ul style="list-style-type: none"> ▪ Develop communication management plan ▪ Update changes in the communication management plan, as necessary ▪ Facilitate project meetings ▪ Distribute status meeting agenda ▪ Distribute status meeting summary (progress report)
Cook County Public Defender's Office Project Manager	<ul style="list-style-type: none"> ▪ Review and provide feedback on communication plan ▪ Approve communication management plan ▪ Submit topics for discussion in scheduled status meetings to the Journal Technologies project manager ▪ Attend project meetings ▪ Distribute progress reports to stakeholders
Project Team Members	<ul style="list-style-type: none"> ▪ Provide timely reports to the Project managers ▪ Participate in meetings as necessary ▪ Relay information and requests in clear and concise language, using appropriate methods (see defined communication methods below)
Other Stakeholders	<ul style="list-style-type: none"> ▪ Participate in meetings as necessary ▪ Review all appropriate communications ▪ Provide feedback and guidance as required

Key Meetings

1. Kick Off Meeting
2. Status meetings
 - a. Held at minimum every two weeks, but can be held more frequently if necessary
 - b. The meeting agenda should be distributed at minimum two hours prior to the meeting.
 - c. A summary of what decisions and what was discussed at the meeting should be distributed following each meeting
 - d. Necessary updates should be made to the project documentation
3. Check Point Meetings
 - a. Used to distribute information to Project Stakeholders. Especially the Project Sponsor.
 - b. Held as frequently as necessary to ensure executive buy in.
 - c. Anticipated to take 30 Min or less and include
 - d. Should include an overview of the project up to the date of the meeting
4. Support Hand off meeting
 - a. This meeting is held 90 days after system go-live, after all contract line item deliverables have been completed or upon mutual agreement, whichever occurs first.
 - b. Review of contract deliverables and payments
 - c. Plans for completion of any outstanding line items
 - d. Hand-off to Journal Technologies customer support.

At this point all correspondence should be directed to the Journal Technologies support team

support@journaltech.com

877.587.8927 ext. 2

Hours of Operation

7:00 am to 6:00 pm MT Monday through Friday

Methods of communication

1. Email

During your JustWare implementation, please use the provided group team email address on all email correspondence with Journal Technologies resources.
2. Informal Collaboration calls
3. Conference calls

The NDT Project Manager may at their sole discretion record any and all project meetings, for the purpose of quality control and clarification. These recordings will not modify the contract or Statement of Work. If such a modification is necessary that modification will be handled by the stated change management process.
4. Onsite Training and Consultation

All changes to scheduled onsite visits must be handled via the change management plan and must be requested two weeks prior to the date of travel

Hours of Operation

1. The Journal Technologies Project Management team is typically available from 8:00 am to 5:00 pm MT (Monday through Friday, excluding holidays).
2. Project Management will handle non-scheduled communication during operating hours on a first come first serve basis.
3. If the Project Manager is out of the office, a notice will be sent out to all project customers with information on contacting the project implementation specialists for that project. The project implementation specialists will help the customer and, if necessary, contact the Project Manager for assistance.

Journal Technologies Implementation team

Customer Implementation team

Signatures:

Cook County Public Defender's Office Date

Journal Technologies Date

Printed Name and Title

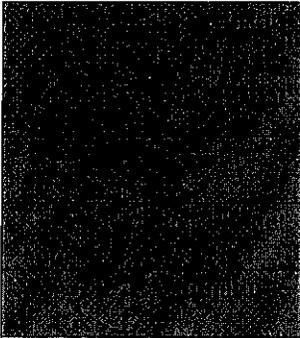
Printed Name and Title

Appendix A: Key Role Definitions

This document specifies key roles for the Cook County Public Defender's Office JustWare Implementation Project and will be included as part of the Communication Management Plan.

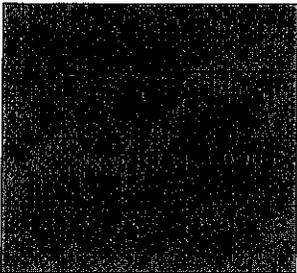
Executive Sponsor

For the Cook County Public Defender's Office JustWare Implementation Project, the following individual will be designated as the Executive Sponsor. The Executive Sponsor initiates and approves the project and its results. This is usually the person responsible for approving payment. The Project Sponsor may delegate much of the responsibility to the Project Manager, but is ultimately responsible for the project.

Project Manager

For the Cook County Public Defender's Office JustWare Implementation Project, the following individual will be designated as the Project Manager. The Project Manager is responsible for planning, executing, controlling, and closing the project. The main responsibilities of the project manager include: building a project plan, coordinating customer resources, communicating with Journal Technologies and other customer stakeholders, monitoring and controlling timelines, and ensuring contract adherence.

Appendix B: Notice to Proceed Signatures

As Cook County Public Defender's Office JustWare Implementation Project Sponsor, I _____ hereby delegate the authority to sign project phase plans and notice to proceed authorization to _____ as the project manager.

Signatures:

Cook County Public Defender's Office Date

Journal Technologies Date

Printed Name and Title

Printed Name and Title

INITIATING PHASE

Initiating Phase		
Assigned Resource(s)	Est. Effort	Task
Support Manager	1 Hour	Provide Installation Files
PMO Manager	1 Hour	Attend Sales Hand-Off/Implementation Kick-Off Meeting
Sales Account Executive	1 Hour	Attend Sales Hand-Off/Implementation Kick-Off Meeting
PMO Manager	1 Hour	Provide Workbooks and Implementation Questionnaire
Remote Connection		
Installation Architect	3 Hours	Establish the Remote Connection W/Customer IT
Installation Architect	4 Hours	Verify Remote Connection and Server Access
Installation(s)		
Installation Architect	7 Hours	JustWare Installation on Servers
Installation Architect	1 Hour	Test JustWare Installation (Log in with Admin Account)
Installation Architect	8 Hours	JusticeBroker installation
Installation Architect	8 Hours	JusticeWeb installation
Installation Architect	8 Hours	JustWare API installation
Installation Architect	8 Hours	Document Author Software installation
PMO Manager	8 Hours	Import Data From Workbooks
Phase Planning		
PM	8 Hours	Prepare <i>Planning Phase Plan</i>
Signature/Sign-Off Items		
PMO Manager	1 Hour	<i>Planning Phase Plan</i> – Notice to Proceed

Assigned Resource(s)	Est. Effort	Task
Sponsor	1 Hour	Attend Sales Hand-Off/Implementation Kick-Off Meeting
PM	1 Hour	Attend Sales Hand-Off/Implementation Kick-Off Meeting
Server Acquisition and Setup		
Server Admin	24 Hours	Make Hardware Purchases (If Necessary)
Server Admin	24 Hours	Installation of Operating System and Basic Software
Server Admin	16 Hours	Setup Servers (Connect to Domain, Configure Security)
DBA	16 Hours	SQL Server Installation
Setup Active Directory Groups and Accounts		
Server Admin	1 Hour	JustWare Impersonation Account
Server Admin	1 Hour	Journal Technologies Support AD Account
Server Admin	1 Hour	JustWare User AD Groups
Remote Connection		
Network Admin	1 hour	Identify the Remote Connection Method
Network Admin	3 hours	Establish the Remote Connection with NDT Support
Network Admin	4 hours	Test Remote Connection with NDT Support
Workbooks		
SME	4 Hours	Complete <i>Implementation Questionnaire</i>
Server Admin	1 Hour	Complete <i>Installation Questionnaire</i>
PM	1 Hours	Deliver <i>Implementation Questionnaire</i>
SME	4 to 40 Hours	Complete <i>Agency and Persons Workbook</i>
SME	4 to 40 Hours	Complete <i>Statute Workbook</i>
SME	4 to 40 Hours	Complete <i>Drop-Down Code Lists Workbook</i>
PM	1 Hour	Deliver Completed Workbooks
SME(s)	40 to 160 Hours	Create Workflow Diagrams
Phase Planning		
PM	2 Hours	Review <i>Planning Phase Plan</i>
Signature/Sign-Off Items		
PM	1 Hour	JustWare Installation Signoff
PM	1 Hour	Document Author Installation Signoff
PM	1 Hour	JusticeWeb Installation Signoff
PM	1 Hour	JusticeWeb E-View Installation Signoff
PM	1 Hour	API installation Signoff
PM	1 Hour	Setup and Installations Signoff (Milestone)
PM	1 Hour	<i>Planning Phase Plan - Notice to Proceed</i>

PLANNING PHASE

Assigned Resource(s)	Est. Effort	Task
PMO Manager	1 Hour	Assign Implementation Team
PMO Manager	1 Hour	Attend Team Introduction Meeting
PM	1 Hour	Attend Team Introduction Meeting
Implementer(s)	1 Hour	Attend Team Introduction Meeting
PM	4 Hours	Prepare Start Meeting Documents
PM	1 Hour	Deliver Start Meeting Agenda
PM	32 Hours	Facilitate Project Start Meeting
Implementer	32 Hours	Attend Project Start Meeting
Create Project Management Plans		
PM	1 Hour	Deliver Draft Change Management Plan
PM	1 Hour	Deliver Draft Communications Management Plan
PM	1 Hour	Deliver Initial Risk Register
PM	8 Hours	Create and Deliver Draft Work Break Down
PM	8 Hours	Provide Input on Project Plan Versions
Phase Planning		
PM	8 Hours	Prepare <i>Training Phase Plan</i>
Signature/Sign-Off Items		
PM	1 Hour	Sign Project Plans
PM	1 Hour	<i>Training Phase Plan</i> – Notice to Proceed

Assigned Resource(s)	Est. Effort	Task
All	1 Hour	Attend Team Introduction Meeting
All	24 Hours	Attend Project Start Meeting
Create Project Management Plans		
PM	1 Hour	Finalize and Deliver Change Management Plan
PM	1 Hour	Finalize and Deliver Communications Management Plan
PM	1 Hour	Finalize and Deliver Initial Risk Register
PM	8 Hours	Finalize and Deliver Work Break Down
Organizational Change Management Plan		
PM	8 Hours	Identify Internal Marketing Strategy
PM	8 Hours	Plan Buy-In Activities
Identify and Document Office Processes		
JW Admin	8 Hours	Review and Document Inputs (Intake, Case Info, etc.)
SME	8 Hours	Review and Document Inputs (Intake, Case Info, etc.)
JW Admin	24 Hours	Review and Document Data Flow within the Office
SME	24 Hours	Review and Document Data Flow within the Office
JW Admin	4 Hours	Review Outputs (Documents, Reports, etc.)
SME	4 Hours	Review Outputs (Documents, Reports, etc.)
Phase Planning		
PM	2 Hours	Review <i>Training Phase Plan</i>
Signature/Sign-Off Items		
PM	80 Hours	Finalize Project Plans
PM	1 Hour	Sign Project Plans
PM	1 Hour	<i>Training Phase Plan</i> – Notice to Proceed

TRAINING PHASE

Assigned Resource(s)	Est. Effort	Task
PM	1 Hour	Schedule JustWare Administrator Training(s)
PM	1 Hour	Deliver Administrator Training Agenda
Administrator Training		
Implementer	32 Hours	Facilitate JustWare Administrator Training
Implementer	16 Hours	Facilitate JustWare Financial Administrator Training
Implementer	8 Hours	Facilitate Docket Management Training
Implementer(s)	4 Hours	Facilitate JusticeWeb E-Filing Training
Implementer(s)	4 Hours	Facilitate JusticeWeb E-Discovery Training
Implementer(s)	4 Hours	Facilitate JusticeWeb E-Payments Training
Implementer(s)	4 Hours	Facilitate JusticeWeb E-View Training
Business Intelligence Development Training		
PM	1 Hour	Schedule Training(s)
Implementer	8 Hours	Facilitate Document Author Training
Implementer	8 Hours	Facilitate JustWare Report Author Training
Implementer	8 Hours	Facilitate JustWare Business Rule Development Training
Phase Planning		
PM	8 Hours	Prepare <i>Configuration Phase Plan</i>
Signature/Sign-Off Items		
PM	1 Hour	<i>Configuration Phase Plan - Notice to Proceed</i>

Assigned Resource(s)	Est. Effort	Task
PM	1 Hour	Schedule JustWare Administrator Training(s)
Workstation Admin	8 Hours	Training Room Setup
Administrator Training		
JW Admin	32 Hours	Attend JustWare Administrator Training
JW Admin	16 Hours	Attend JustWare Financial Administrator Training
JW Admin	8 Hours	Attend Docket Management Training
JW Admin	4 Hours	Attend JusticeWeb E-Filing Training
JW Admin	4 Hours	Attend JusticeWeb E-Discovery Training
JW Admin	4 Hours	Attend JusticeWeb E-Payments Training
JW Admin	4 Hours	Attend JusticeWeb E-View Training
Business Intelligence Development Training		
Template Author(s)	8 Hours	Attend Document Author Training
Report Author(s)	8 Hours	Attend JustWare Report Author Training
JW Admin	8 Hours	Attend JustWare Business Rule Development Training
Phase Planning		
PM	8 Hours	Review <i>Configuration Phase Plan</i>
Signature/Sign-Off Items		
PM	1 Hour	<i>Configuration Phase Plan – Notice to Proceed</i>

CONFIGURATION PHASE

Journal Technologies Task		
Assigned Resource(s)	Est. Effort	Task
PM	1 Hour	Deliver Configuration Training Agenda
Implementer(s)	24 Hours	Facilitate Configuration Training
Journal Technologies Configuration Services		
BI Developer(s)	100 Hours	Develop Reports
BI Developer(s)	100 Hours	Develop Documents
Implementer(s)	100 Hours	Develop Business Rules
Implementer(s)	100 Hours	Assist in Configuring Workflows
Implementer(s)	25 Hours	JusticeWeb E-Filing Configuration Assistance
Implementer(s)	25 Hours	JusticeWeb E-Discovery Configuration Assistance
Implementer(s)	25 Hours	JusticeWeb Payment Portal Setup Assistance
Implementer(s)	25 Hours	JusticeWeb E-View Configuration Assistance
Configuration Training		
Implementer(s)	16 Hours	Facilitate Configuration Training
Phase Planning		
PM	8 Hours	Prepare <i>Go Live Phase Plan</i>
Signature/Sign-Off Items		
PM	1 Hour	<i>Go Live Phase Plan</i> – Notice to Proceed

Assigned Resource(s)	Est. Effort	Task
PM	150 Hours	Oversee All Configuration Efforts
PM	8 Hours	Review Users and Security Requirements
JW Admin	8 Hours	Setup Users and Security Profiles
JW Admin	24 Hours	Attend Configuration Training
JW Admin	8 Hours	Define and Design User Interface(s)
SME	8 Hours	Define and Design User Interface(s)
JW Admin	20 Hours	Define Data Entry Policies
SME	20 Hours	Define Data Entry Policies
JW Admin	8 Hours	Add Options to System Drop Down Lists (Configure Code Tables)
JW Admin	40 Hours	Configure Security Profiles
JW Admin	8 Hours	Configure Tools and Utilities
JW Admin	8 Hours	Add Automation Options (Default Involvements, Number Generation, Notifications)
PM	100 Hours	Submit Work Orders and Notices to Proceed to Journal Technologies
JW Admin	50 Hours	E-Filing Configuration
JW Admin	50 Hours	E-Discovery Configuration
JW Admin	50 Hours	E-Payments Configuration
JW Admin	20 Hours	E-View Configuration
SME	1000 Hours	Review All Documents, Reports and Configurations
Configuration Training		
PM	16 Hours	Attend Configuration Training
Phase Planning		
PM	8 Hours	Review <i>Go Live Phase Plan</i>
Signature/Sign-Off Items		
PM	1 Hour	<i>Go Live Phase Plan</i> – Notice to Proceed

GO-LIVE PHASE

Journal Template - Tasks		
Assigned Resource(s)	Est. Effort	Task
PM	1 Hour	Provide End User Training Plan Template
PM	1 Hour	Provide Input for End User Training Plan
End User Training		
Implementer(s)	1 Hour	Provide Sample Training Agenda/Responsibilities
Implementer(s)	16 Hours	Facilitate End User Training
Justice Broker Setup		
Interface Developer	2 Hours	Load JusticeBroker Mappings
Implementer	2 Hours	Load JusticeBroker Mappings
Interface Developer	2 Hours	Load JusticeBroker DLLs
Implementer	2 Hours	Load JusticeBroker DLLs
Interface Developer	1 Hour	Start JusticeBroker Services
System Go Live		
Implementer(s)	16 Hours	Go Live Assistance
Signature/Sign-Off Items		
PM	1 Hour	End User Training Completion
PM	1 Hour	Closing Phase Plan – Notice To Proceed

Assigned Resource(s)	Est. Effort	Task
PM	40 Hours	Finalize Go Live Plan
PM	8 Hours	Plan End User Training
PM	8 Hours	Create/Finalize End User Training Schedule
PM	8 Hours	Finalize Go Live Schedule
JustWare Trainer	40 Hours	Create and Gather Materials
Server Admin	8 Hours	Training Room Setup
JustWare Trainer	16 Hours	Provide End User Training and Training Assistance
System Go Live		
PM	1 Hour	Discontinue Entry into Legacy System
Complete Live Data Conversion		
DBA	8 Hours	Provide Conversion Data for Go Live from Legacy System
Data Conversion Developer	16 Hours	Convert Data for Go Live
Data Conversion Developer	2 Hours	Load Converted Data to Production Server
DBA	2 Hours	Load Converted Data to Production Server
Signature/Sign-Off Items		
PM	1 Hour	End User Training Completion
PM	1 Hour	<i>Closing Phase Plan – Notice to Proceed</i>

CLOSING PHASE

Journal Technologies Task		
Assigned Resource(s)	Est. Effort	Task
PM	4 Hours	Verify all Project Deliverables are Complete
PM	4 Hours	Complete Project Documentation
Post Go Live Review and Project Closure Meeting		
PM	1 Hour	Schedule Project Post Go Live Review and Closure Meeting
PM	24 Hours	Facilitate Post Go Live Review and Project Closure Meeting
Signature/Sign-Off Items		
PM	1 Hour	Project Complete

Journal Technologies Task		
Assigned Resource(s)	Est. Effort	Task
Post Go Live Review and Project Closure Meeting		
PM	24 Hours	Attend Post Go Live Review and Project Closure Meeting
Signature/Sign-Off Items		
PM	1 Hour	Project Complete (Checkpoint)

EXHIBIT 2

Cook County Information Technology Special Conditions (ITSC)

Exhibit 2

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. **"Agreement"** means collectively the Software License and Support Agreement and Professional Services Agreement of even date herewith.

1.2. **"Assets"** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.3. **"Business Associate Agreement" or "BAA"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.4. **"Business Continuity Plan"** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.5. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.6. **"Change"** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.7. **"Change Management"** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.8. **"Change Order"** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.9. **"Change Request"** means one Party's request to the other Party for a Change Order.

1.10. **"Contractor"** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.11. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information

Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.12. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.13. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor in connection with the Agreement.

1.14. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor in connection with the Agreement.

1.15. **"Contractor Personnel"** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.16. **"Contractor-Provided Equipment"** means Equipment provided by or on behalf of Contractor."

1.17. **"Contractor-Provided Software"** means Software provided by or on behalf of Contractor.

1.18. **"Criminal Justice Information"** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.19. **"Critical Milestone"** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.20. **"Data Protection Laws"** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.21. **"Data Security Breach"** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that materially compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.22. **"Deliverable"** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.23. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services performed specifically for the County, including, but not limited to: (a)

modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.24. **"Developed Software"** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.25. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.26. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.27. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.28. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.29. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.30. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.31. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.32. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.33. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.34. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.35. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.36. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.37. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.38. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.39. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.40. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.41. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and

tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.42. **"Service Level Agreements" or "SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.43. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.44. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.45. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.46. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.47. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.48. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.49. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.50. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, except for data related to the source code underlying the software, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including

any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.51. ***“Using Agency Intellectual Property”*** means all Intellectual Property owned or licensed by the Using Agency (excluding, for the avoidance of doubt, Intellectual Property licensed by the Contractor pursuant to the Agreement), including Developed Intellectual Property.

1.52. ***“Using Agency IP Materials”*** means all IP Materials owned or licensed by the Using Agency.

1.53. ***“Using Agency-Provided Equipment”*** means Equipment provided by or on behalf of Using Agency.

1.54. ***“Using Agency-Provided Software”*** means Software provided by or on behalf of Using Agency.

1.55. ***“WISP”*** means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors or by the County.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency’s prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (e.g., any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a “bottom up” calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.6. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to PMP to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.7. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources, excluding hardware, needed to perform the Services in accordance with the Agreement.

2.8. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon disclosure to the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.9. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.10. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's reasonable satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.11. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with

all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services as set forth in the Agreement (b) applicable written requirements of any necessary modifications to the systems or computing environment; and (c) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.12. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency and at the Using Agency's sole cost and expense, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement; (b) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.5. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit

Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge (unless such Illicit Code was introduced by the County, in which case the cost shall be covered by the County), (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.6. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.7. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency reasonable security policies in place from time to time which are disclosed to the Contractor during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement.

4.3. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the

Services.

4.4. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.5. Software Licenses. These terms and conditions and the Agreement (including all appendix and attachments) contain all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in these terms and conditions and the Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, in each case during the Term of the Agreement, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as

the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's reasonable policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's reasonable requests as to the manner and terms of any such disclosure, in each case in clauses (a) through (d) at Using Agency's sole cost and expense.

5.5. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly (at its own expense to the extent caused by the Contractor): (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8 Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs

to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest except when personal information is in the database on Using Agency hardware. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency's reasonable Policies as updated as mutually agreed by the parties; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized

hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a reasonable form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute a reasonable addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably

cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other reasonable remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Breach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision

of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.3. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.4. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. MISCELLANEOUS

9.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement, or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

9.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

9.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

9.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

9.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

9.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

EXHIBIT 3

Schedule of Compensation

Exhibit 3

Schedule of Compensation

	<u>One Time</u>	<u>Annual</u>
Services		
Implementation Services	\$389,600	
Data Conversions	104,500	
The Bridge Interface	19,000	
ESB Interface	30,000	
Annual License & Maintenance Fees		
License & Maintenance Fees		\$329,250
	<u>\$543,100</u>	<u>\$329,250</u>

Figure 1

Years	License & Maintenance Fee	Implementation Services	Data Conversion & Interfaces	Total
1	\$329,250	\$389,600	\$153,500	\$872,350
2	\$342,420			\$342,420
3	\$356,117			\$356,117
4	\$370,362			\$370,362
5	\$385,176			\$385,176
5yr TOTAL	\$1,783,325			\$2,326,425

Cost Proposal Notes

The Consultant shall lease its system to Cook County, and the lease shall consist of licenses and maintenance. The County shall pay an annual fee based on the number of users, all accessing the software on the same central system. The above chart (figure 1) calculates annual license fees based on an estimate of 750 users. That fee will be adjusted based on the actual number of users determined prior to rollout and then on an annual basis thereafter as set forth below. The annual license and maintenance fees include support, maintenance and upgrades. The continuing licenses are subject to the payment of the annual fees. This approach also spreads costs over the life of the project. JustWare shall remain under continuous warranty.

The annual JustWare subscription and maintenance fees are due when County approves the system ready for rollout. There will be no implementation progress payments except to third party providers for data conversions, interfaces and M/WBE, which will be invoiced and paid as the deliverables are met, and approved by County, as noted in the chart below. The professional service fees to date shall be due when JustWare system is ready for rollout as approved by County. Because JustWare is configurable, there should be no customization required.

Deliverable Payment Schedule for 3rd Party & M/WBE

#	Deliverable	Proposed Invoice Amount	Proposed Invoice Month
1	Initiation & Planning <ul style="list-style-type: none"> • Org Change Management Plan Delivered for Review • Kickoff Preparation and Support 	\$25,000	2
2	Assessment <ul style="list-style-type: none"> • Site Visits Complete • Current State Process Diagrams & Summary 	\$65,000	3
3	Re-engineering <ul style="list-style-type: none"> • 4 Workshops • Requirements traceability matrix • Future Workflow Models • Process, Configuration, and Data Recommendations 	\$46,800	4
4	Data Conversions and Interfaces		
	Data Conversion Mapping Document	\$47,500	7
	Data Conversion First Iteration	\$19,000	8
	Data Conversion Final Acceptance	\$28,500	10
	Bridge Interface Mapping Document	\$8,000	7
	Bridge Interface First Iteration	\$3,200	8

#	Deliverable	Proposed Invoice Amount	Proposed Invoice Month
	Bridge Interface Final Acceptance	\$7,800	10
	ESB Interface Mapping Document	\$11,500	7
	ESB Interface First Iteration	\$4,600	8
	ESB Interface Final Acceptance	\$8,900	10
	System Acceptance Prior to Go-Live	\$14,500	10
	Total	\$290,300	

* Note: Software Maintenance to be billed annually, in advance.

The number of users will be determined by Cook County at the time of approval for system rollout. The number of users will determine the annual license and maintenance amount, which must be paid prior to Go-Live. The pricing for each JustWare user including unlimited use of the Public Portal, and JustWare's API is \$425. Pricing for each additional JustWare user is an additional annual license and maintenance fee of \$425. The pricing also includes 250 Document Imaging and Barcoding users. Pricing for each additional Document Imaging and Barcoding user is an additional annual license and maintenance fee of \$42.

The total number of users shall be determined by Cook County each year. 60 days prior to invoice for license and support, Cook County shall determine and submit the total users count for the upcoming and year which will determine the annual license and support amount for the upcoming year.

Annual Licenses and Maintenance shall be governed by a five-year agreement with a 4% annual increase cap on those fees.

Training will be integrated into all facets of configuration and implementation. The training begins on the Effective Date of the Agreement. Consultant will provide unlimited training to the County during implementation.

Maximum Compensation: Compensation under this Contract shall not exceed \$2,326,425.00 without proper authorization per Section 10.c. Contract Amendments except for any change requests caused by the County after the Effective Date of this Agreement (and such changes must be approved by the County's Chief Procurement Officer), Journal Technologies shall bear all cost and responsibility for tendering all Deliverables at the fixed fee set forth in this Agreement.

EXHIBIT 4

Software License and Maintenance Agreement

Journal Technologies, Inc.

A Daily Journal Company

SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.3 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.4 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A ("**LICENSE AND MAINTENANCE FEES**"), together with all related Documentation.

1.5 **License and Maintenance Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("**License and Maintenance Fees**").

1.6 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.7 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.8 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality and installation, the resolution of error messages, bug fixes and troubleshooting.

1.9 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License and Maintenance Fees and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License and Maintenance Fees.

2.2.1 License Term. The License Term shall commence on the date of Go Live; provided that the License and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services

Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License and Maintenance Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of Go Live (the "**License Term**"), and the parties shall thereafter have the option to extend the Agreement for two successive one-year periods ("**Extension Terms**") by giving written notice of its decision to extend prior to the end of the then-current License Term and prior to the end of the first, one-year Extension Term.

2.2.2 License and Maintenance Fees. Licensee shall make payment of the License and Maintenance Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. Annual License and Maintenance Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License and Maintenance Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least thirty (30) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

2.2.4 E-Commerce Functionality Fees. If JusticeWeb is included in the Licensed Software and the e-commerce functionality of JusticeWeb is utilized, Licensor shall provide a 3rd party PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect JusticeWeb with the payment processor provider.

2.2.5 Escrow of Source Code Representations and Warranties.

The Licensor represents and warrants that:

- (i) The Licensor has entered into the Software Source Code Escrow Agreement, as amended from time to time (the “**Escrow Agreement**”) with InnovaSafe, Inc. (the “**Escrow Agent**”);
- (ii) All of the Licensed Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Licensed Software (collectively, the “**Source Code**”) is deposited in escrow pursuant to said Escrow Agreement; and
- (iii) The Licensor shall maintain the Escrow Agreement until either (1) the termination or expiration of this Agreement or (2) the Licensor or Escrow Agent provides the Source Code to the Licensee.

2.2.6 Escrow Beneficiary Enrollment. The Licensor shall provide to the Licensee all information necessary for the Licensee to comply with beneficiary registration requirements, if any, of the Escrow Agent. Licensee may be added as a beneficiary to the Escrow Agreement by completing the beneficiary enrollment form provided by Licensor and paying the annual beneficiary fee (currently \$200) directly to the Escrow Agent. Licensee will be responsible for maintaining its ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Licensor shall provide sixty (60) days prior written notice to Licensee of a change of Licensor’s Escrow Agent.

2.2.7 Source Code Escrow Requirements. The Escrow Agreement shall provide that:

- (i) Source Code must be held in escrow by the Escrow Agent for enrolled beneficiaries of the Licensor;
- (ii) Source Code for all updates to the Licensed Software must be escrowed within thirty (30) days of the date of issue;
- (iii) The Escrow Agent must notify enrolled beneficiaries of receipt of each deposit related to the Licensed Software; and
- (iv) The Licensee is permitted, at its sole cost and expense, to require periodic verification (but in any event not more than once per year) by Escrow Agent of all Source Code held in escrow.

2.2.8 Release of Source Code. If the Licensor, its assignee or successor becomes insolvent and does not cure such insolvency with 30 days or ceases to exist as a business entity, the Licensee shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide the Licensee with a copy of the Source Code for the installed release level of the Licensed Software used by Licensee. For the avoidance of doubt, the Licensee can only exercise its rights under this

Section 2.2.8, if the License and Maintenance Fees for the Licensed Software have been paid in full to the Licensor.

2.2.9 Source Code Updates. Source Code, as well as any corrections or enhancements to such Source Code, must be updated for each new release, patch, service pack or upgrade of the Licensed Software and placed in escrow as required by Section 2.2.7(ii).

2.2.10 Notice. Licensor shall certify in writing, upon request from the County, that it has deposited, and thereafter will maintain, a current copy of all Source Code related to the Licensed Software, including current commentary, with the Escrow Agent and agrees to comply with the obligations set forth in the Escrow Agreement as required hereby. Licensor shall certify in writing annually, upon request from the County, that the Source Code escrow remains in effect with the Escrow Agent in compliance with the terms of this section, and that the Source Code is up to date.

3. MAINTENANCE AND SUPPORT

3.2 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License and Maintenance Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.3 Support. Support for JustWare and JusticeWeb is available by telephone, e-mail, or internet support forum from 6:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Licensor shall generally provide an initial response within one (1) hour of first contact for critical incidents, if first contact is made via phone. Otherwise, Licensor shall generally provide an initial response within 4 hours of first contact. Support for the JustWare API is provided via the API Support Internet Forum <http://community.newdawn.com/>, or as site URL is updated with notice thereof to Licensee. Licensor shall generally provide an initial response to a forum request within 4 hours. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by Licensee's

hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.4 Conditions to Receive Support.

3.4.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator. Requests by others are subject to additional fees described in Section 3.4.

3.4.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.4.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit B ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.4.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.5 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a

credit for License and Maintenance Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE CUMULATIVELY LIABLE TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE PROFESSIONAL SERVICES AGREEMENT AND ANY STATEMENTS OF WORK) FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF LICENSE AND MAINTENANCE FEES DUE AND PAYABLE OR ALREADY RECEIVED BY LICENSOR UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT

APPLY TO CONSULTANT'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE,
FRAUD, OR CONFIDENTIALITY OBLIGATIONS.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licensor under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all commercially reasonable steps to protect the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 ("Grant of License"), neither the Licensed Software nor any of the other materials shall be in any way disclosed by Licensee to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of the unauthorized possession of the Licensed Software or any of the other materials, it shall promptly notify Licensor. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information of Licensee, (b) Licensor shall take all commercially reasonable steps to protect the confidentiality of such information, and (c) such information shall not be in any way disclosed by Licensor to any third party, in whole or in part, without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of the unauthorized possession of such information, it shall promptly notify Licensee. Licensor shall also assist Licensee with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensee to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), in addition to all other rights and remedies under this Agreement, in law and/or in equity, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (e) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Licensee to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Termination for Convenience. The Licensee may terminate this Agreement at any time by a notice in writing from the Licensee to Licensor. The Licensee will give 30 days' notice to Licensor in accordance with the notice provisions of Section 8.2. The effective date of termination will be the date stated in the notice.

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

If the Licensee's election to terminate this Agreement for breach under Section 7.2 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 7.4.

7.5 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
843 South 100 West
Logan, Utah 84321
Attention: Chief Operating Officer
Phone: 877-587-8927

and

Munger, Tolles & Olson LLP
355 South Grand Avenue, 36th Floor
Los Angeles, CA 90071
Attention: Brett Rodda
Phone: 213-683-9161

To Licensee: Name
Address
Address
Attention:
Phone:

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or

any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. The parties shall attempt to resolve amicably any dispute arising out of or relating to this Agreement by meeting with each other within thirty (30) calendar days after written notice of a dispute is delivered from one party to the other party. If the dispute is not resolved within thirty (30) calendar days of commencement of such meetings, the parties may exercise their contractual remedies, if any. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity.

Notwithstanding a dispute, the parties shall continue to discharge all of their obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the parties in writing.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of law principles.

8.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or

unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.9 Press release. Licensor shall be permitted to issue a press release announcing the execution of this Agreement and describing the products and services to be provided, but without disclosure of the expected number of users or any of the financial terms of this Agreement.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: _____

Date: _____

Printed Name and Title: Jon Peek, Chief Operating Officer

Cook County Public Defender's Office:

By: _____

Date: _____

Printed Name and Title: _____

EXHIBIT 5

Identification of Subcontractor/Supplier/Subconsultant

CONTRACT NO.

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

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

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

Bid/RFP/RFQ No.: 1418-1332	Date: August 26, 2015
Total Bid or Proposal Amount: \$2,326,425	Contract Title: Public Defender Case Management System Implementation
Contractor: Journal Technologies, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Bitlink Solutions
Authorized Contact for Contractor: Jon Peek	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Dane Ing
Email Address (Contractor): jpeek@journaltech.com	Email Address (Subcontractor): dane@bitlinksolutions.com
Company Address (Contractor): 843 S 100 W	Company Address (Subcontractor): 2800 Woodlawn Drive Suite 100
City, State and Zip (Contractor): Logan, Utah 84321	City, State and Zip (Subcontractor): Honolulu, HI 96822
Telephone and Fax (Contractor): 435-713-2100	Telephone and Fax (Subcontractor): 801-691-2733
Estimated Start and Completion Dates (Contractor): September 30, 2015	Estimated Start and Completion Dates (Subcontractor): December 1, 2015

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

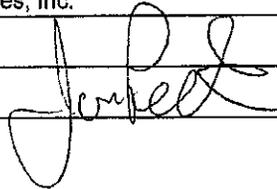
<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Bitlink will be doing data conversion and interface work for the county.	\$153,500

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

Contractor Journal Technologies, Inc.

Name Jon Peek

Title COO

Prime Contractor Signature  Date August 26, 2015

CONTRACT NO.

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

OCPO ONLY: <input type="radio"/> Disqualification <input type="radio"/> Check Complete

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

Bid/RFP/RFQ No.: 1418-13332	Date: August 26, 2015
Total Bid or Proposal Amount: \$2,326,425	Contract Title: Public Defender Case Management System Implementation
Contractor: Journal Technologies, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: W4Sight
Authorized Contact for Contractor: Jon Peek, COO	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Molly Mangan
Email Address (Contractor): jpeek@journaltech.com	Email Address (Subcontractor): mmangan@w4sight.com
Company Address (Contractor): 843 S 100 W	Company Address (Subcontractor): 73 W Monroe Street, Suite 310
City, State and Zip (Contractor): Logan, Utah 84321	City, State and Zip (Subcontractor): Chicago, Illinois 60603
Telephone and Fax (Contractor): 435-713-2100	Telephone and Fax (Subcontractor): 888-765-2893
Estimated Start and Completion Dates (Contractor): September 30, 2015	Estimated Start and Completion Dates (Subcontractor): September 30, 2015

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
W4Sight will be doing an org. change management plan, a current state process diagram and summary and re-engineering. They will be doing workshops, a requirements traceability matrix, future workflow models and process, configuration and data recommendations.	\$136,800

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

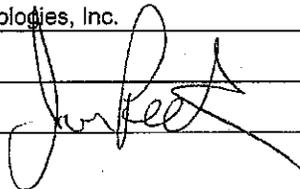
Contractor Journal Technologies, Inc.
 Name Jon Peek
 Title COO
 Prime Contractor Signature  Date 08/26/2015

EXHIBIT 6

Minority and Women Owned Business Enterprise Commitment

I.

POLICY AND GOALS

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

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

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

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

October 8, 2015

TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

Sean M. Morrison
17th District

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1418-13332
Case Management System

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the goals of 35% MBE/WBE overall participation.

Bidder: Journal Technologies, Inc.
Bid Amount: \$2,326,425.00

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
W4Sight, LLC	WBE (7)	Cook County	25% (Direct)*

*Commitment is based on the total value of professional services of \$543,100.00.

Waiver Granted: The specifications and necessary requirements for performing the contract make it impossible to divide the contract to enable the utilize MBEs and/or WBEs in accordance with the applicable participation.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Richard Sanchez, Office of the Chief Procurement Officer
Regine Nazaire, Bureau of Technology

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: W4Sight LLC
Address: 203 N LaSalle St. Suite 2100 Chicago, IL 60601
E-mail: MMangan@W4Sight.com
Contact Person: Molly Mangan Phone: 888-765-2893
Dollar Amount Participation: \$ _____
Percent Amount of Participation: 25.18% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: W4Sight LLC

Certifying Agency: Cook County

Contact Person: Molly Mangan

Certification Expiration Date: April 22, 21016

Address: 203 N LaSalle St. Suite 2100

Ethnicity: _____

City/State: Chicago, IL Zip: 60601

Bid/Proposal/Contract #: RFP No. 1418-13332

Phone: 888-765-2893 Fax: 888-765-2893

FEIN #: 27-0524425

Email: MMangan@W4Sight.com

Participation: Direct Indirect

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

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

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

W4Sight will be involved in 3 aspects of the implementation. During the Initiation and Planning they will provide an Org. Change Management Plan and Kickoff Preparation/Support. During the Assesment portion they will do site visits and do state process diagrams and summary. During the Re-engineering they will do 4 workshops, requirements traceability matrix, future workflow models and process, configuration and data recommendations.

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

25.18%

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

Signature (M/WBE)

CAROL W. MILLER, PARTNER

Print Name

W4Sight, LLC

Firm Name

10/9/2015

Date

Signature (Prime Bidder/Proposer)

Jon Peek, COO

Print Name

Journal Technologies, Inc.

Firm Name

10/7/2015

Date

Subscribed and sworn before me

this 9th day of October, 2015

Notary Public

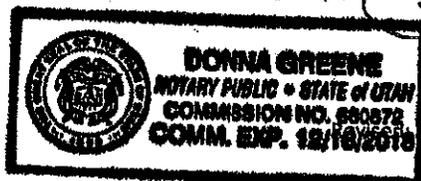
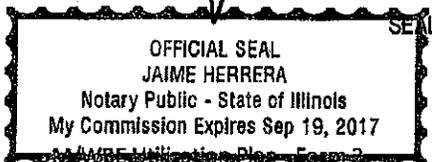
Jaime Herrera

Subscribed and sworn before me

this 7 day of October, 2015

Notary Public

Donna Greene



12/29/14

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
 REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

____ % of Reduction for MBE Participation
10 % 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.

- (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. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

EXHIBIT 7

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2015

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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Journal Technologies, Inc. c/o Daily Journal Corporation 915 E. First Street Los Angeles CA 90012	INSURER A: Hartford Fire Insurance Company 19682	
	INSURER B: Trumbull Insurance Company 27120	
	INSURER C: Twin City Fire Insurance Company 29459	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 26266553 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNZD0574	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded \$0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNZD0574	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72RHUZD0574	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		<input checked="" type="checkbox"/>	72WEGH2790	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Software Errors & Omissions & Cyber Liability CLAIMS MADE FORM			72TE0227631-15	1/1/2015	1/1/2016	Limit \$3,000,000 per Glitch / Aggregate Retention \$250,000

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

GL Additional Insured applies per SS00080405 attached, only if required by written contract/agreement. GL Primary Wording applies per HG00010605 attached. Auto Additional Insured applies per HA99160312 attached. Auto Primary Wording applies. Auto Waiver of Subrogation applies. E&O Primary Wording endorsement to follow form. GL and WC Waivers of Subrogation apply per HG00010605 and WC990381 attached. GL Notice of Cancellation Clauses per IL02700908 attached. E&O Notice of Cancellation endorsement to follow form.
 Job: Contract #13332. Additional Insured(s): Cook County.

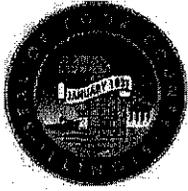
CERTIFICATE HOLDER Contract #13332 Cook County Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Debra Rosas 

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EXHIBIT 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	15-5154	Version:	1	Name:	Journal Technologies, Inc., Logan, Utah
Type:	Contract (Technology)	Status:		Status:	Agenda Ready
File created:	8/26/2015	In control:		In control:	Board of Commissioners
On agenda:	10/7/2015	Final action:		Final action:	9/9/2015
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Bureau of Technology

Vendor: Journal Technologies, Inc., Logan, Utah

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

Good(s) or Service(s): Public Defender Business Process Reengineering and Case management system Implementation

Contract Value: \$2,326,425.00

Contract period: 10/21/2015 - 10/20/2021 with two (2) one-year renewal options

Potential Fiscal Year Budget Impact: FY 2016 \$872,350.00, FY 2017 \$342,420.00, FY 2018 \$356,117.00, FY 2019 \$370,362.00, FY 2020 \$385,176.00

Accounts: CPID 6831, CPID 8768, CPID 9419

Contract Number(s): 1418-13332

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

Summary: In collaboration with the Cook County Public Defender's Office, the Bureau of Technology is requesting approval of Contract No. 1418-13332 with Journal Technologies, Inc. to replace disparate end-of-lifecycle case management systems with a single, modern solution.

The Public Defender's Office currently relies upon legacy AS400/midrange applications and isolated desktop platforms and databases to perform a variety of case management tasks. The proposed contract will replace these solutions and improve case flow, processing, discovery, document management, centralized statistics tracking and reporting, and disposition management.

Request for Proposals (RFP) procedures were followed in accordance with the Cook County Procurement Code. Journal Technologies, Inc. was recommended based on established evaluation criteria.

Sponsors:

Indexes: AMY CAMPANELLI, Public Defender of Cook County, SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/9/2015	1	Board of Commissioners	withdrawn	Pass

PROPOSED CONTRACT (TECHNOLOGY)

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EXHIBIT 9

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, 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 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address

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

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Journal Technologies, Inc.

D/B/A: _____ FEIN NO.: 87-0626854

Street Address: 843 South 100 West

City: Logan State: Utah Zip Code: 84321

Phone No.: 435-713-2100 Fax Number: _____ Email: jpeek@journaltech.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Daily Journal Corporation	915 E 1st Street Los Angeles, CA 90012	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Daily Journal Corporation	915 East 1st Street Los Angeles, CA 90012	100%	

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Gerald L. Salzman	915 East 1st Street, Los Angeles, CA 90012	President, CEO, Secretary	
Jon Peek	843 South 100 West Logan, Utah 84321	COO	
Kyle Kennington	843 South 100 West Logan, Utah 84321	Assistant Secretary	

Declaration (check the applicable box):

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

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Jon Peek
Signature
jpeek@journaltech.com
E-mail address

Subscribed to and sworn before me
this 13 day of Aug, 2015

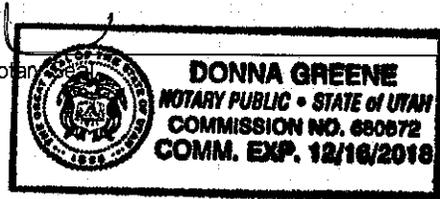
x *Donna Greene*
Notary Public Signature

COO
Title

8-13-15
Date
435-713-2100
Phone Number

My commission expires: 12/16/2018

Notary





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

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

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

Name of Person Doing Business with the County: Jounal Technologies, Inc.

Address of Person Doing Business with the County: 843 South 100 West Logan, UT 84321

Phone number of Person Doing Business with the County: 435-716-2100

Email address of Person Doing Business with the County: jpeek@journaltech.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: (RFP) No. 1418-13332

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 872,350.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Richard Sanchez, Senior Contract Negotiator

Office of Chief Procurement, 118 N. Clark Street, Suite 1018, Chicago, IL 60602

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Richard Sanchez, Senior Contract Negotiator

Office of Chief Procurement, 118 N. Clark Street, Suite 1018, Chicago, IL 60602

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	CONTRACT NO.
			Nature of Familial Relationship*

_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	CONTRACT NO.
			Nature of Familial Relationship*

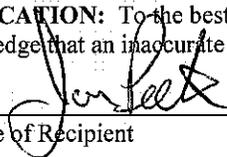
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	CONTRACT NO.
			Nature of Familial Relationship*

_____	_____	_____	_____
_____	_____	_____	_____

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

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

Signature of Recipient 

Date 8-13-15

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: (RFP) No. 1418-13332

County Using Agency (requesting Procurement): Cook County Public Defender

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Journal Technologies, Inc.

Substantial Owner Complete Name: Daily Journal Corporation

FEIN# 87-0626854

Date of Birth: _____

E-mail address: jpeek@journaltech.com

Street Address: 843 South 100 West

City: Logan

State: Utah Zip: 84321

Home Phone: (435) 713 - 2100

Driver's License No: _____

III. Compliance with Wage Laws:

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

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

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

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

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

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: Gerald L. Salzman Date: 8/17/15

Name of Person signing (Print): Gerald L. Salzman Title: President

Subscribed and sworn to before me this _____ day of _____, 20_____

X _____
Notary Public Signature Notary Seal

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

OTTON

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

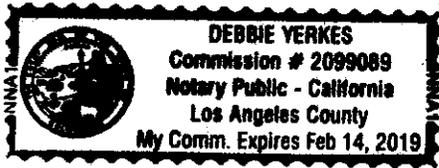
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me
 on this 17TH day of August, 2015,
 by _____
 (1) GERALD L. SOZINA
 (and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.
 Signature [Signature]
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ARTICLE AND HS EXECUTED FOR Document Date: _____
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

Journal Technologies, Inc.

Corporation's Name

Gerald L. Salzman *Gerald L. Salzman*

President's Printed Name and Signature

213-229-5402

Telephone

Maryjoe_Rodriguez@dailyjournal.com

Email

Gerald L. Salzman

Secretary Signature

8/11/15

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this

_____ day of _____, 20_____

My commission expires:

Notary Public Signature

Notary Seal *Notary Seal*

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

CONTRACT NO.

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

John E. M...

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 21 DAY OF October, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1418-13332

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 2,326,425.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Robert J. McKee

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

9/9/15
Date

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 07 2015