

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
JUVENILE CLIENT CASE MANAGEMENT SYSTEM**

BETWEEN



COOK COUNTY GOVERNMENT  
OFFICE OF THE PUBLIC GUARDIAN

AND

JOURNAL TECHNOLOGIES, INC

CONTRACT NO. 2210-05241  
PURCHASE ORDER NO. 70000346193

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

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Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions
Exhibit 4	CJIS Security Addendum
Exhibit 5	Software License, Maintenance Support and Hosting Agreement
Exhibit 6	Minority and Women Owned Business Enterprise Commitment
Exhibit 7	Evidence of Insurance
Exhibit 8	Board Authorization
Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10	Economic Disclosure Statement

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Journal Technologies, Inc., doing business as a(an) corporation of the State of Utah, hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on March 13, 2025 as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

## **BACKGROUND**

*The County of Cook issued a Request for Proposals “RFP” for Juvenile Client Case Management System. 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 as defined herein 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 and Consultant in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Go Live**" has the meaning ascribed to such term in the License Agreement.

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

"**Licensed Software**" has the meaning ascribed to such term in the License Agreement.

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

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

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

**b) Interpretation**

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

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

**c) Incorporation of Exhibits**

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

- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Information Technology Special Conditions
- Exhibit 4 CJIS Security Addendum
- Exhibit 5 Software License, Maintenance Support and Hosting Agreement
- Exhibit 6 Minority and Women Owned Business Enterprise Commitment
- Exhibit 7 Evidence of Insurance
- Exhibit 8 Board Authorization
- Exhibit 9 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 10 Economic Disclosure Statement

**d) Order of Precedence**

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

- Exhibit 4 CJIS Security Addendum with respect to any Criminal History Record Information as defined in Title 28, Code of Federal Regulations, Part 20.
- Exhibit 3 Information Technology Special Conditions
- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 6 Minority and Women Owned Business Enterprise Commitment
- Exhibit 5 Software License, Maintenance Support and Hosting Agreement
- Exhibit 7 Evidence of Insurance
- Exhibit 8 Board Authorization
- Exhibit 9 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 10 Economic Disclosure Statement

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

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to

provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

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

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

i) **Acceptance at Go Live.** County acknowledges that upon Go Live of the Licensed Software, County is deemed to recognize that the configuration of the Licensed Software satisfies the applicable requirements therefore, provided that defects would be addressed by Consultant pursuant to Section 3. ("Maintenance and Support") of Exhibit 5 ("License, Maintenance and Support Agreement"); and provided that such acceptance would exclude items expressly set forth in a writing signed by both parties.

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. 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; provided such decision is not premised on any unlawful basis. 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, Statement of Work.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the

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

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 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**

**Insurance Requirements**

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

**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:

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

(b) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

### **Additional requirements**

#### **(a) Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

#### **(b) Insurance Notices**

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

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

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

#### **(c) Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims caused by (i) material breach of this Agreement by Consultant, or (ii) the negligent or willful misconduct of Consultant, or its officers, agents, employees, consultants, subconsultants, licensees or invitees. 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 custom work product (not including the Licensed Software itself, including partial or in-progress versions thereof) created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a

reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be term-limited coincidental with the term of this Agreement, and shall be for the number of Users as defined in Exhibit 2 (“Schedule of Compensation”), who may utilize the software on behalf of the County.

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

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

**j) Examination of Records and Audits**

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

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

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

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

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

**k) Subcontracting or Assignment of Contract or Contract Funds**

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

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

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has

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

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

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

**l) Intentionally Omitted.**

**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 May 1, 2025, ("**Effective Date**") and continue until April 30, 2030, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The term of performance anticipates an "Go Live" date of August 1, 2026. In the event that the "Go Live" date occurs after August 1, 2026, Consultant agrees that County will have option 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; County acknowledges that completion of the Deliverables described in Exhibit 1 within the time limits required under this Agreement may depend in part on County's performance of its obligations described in 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 2 for the successful completion of services, and annually in advance for Consultant's provision of licenses to the Licensed Software, and Maintenance and Support thereof (as such terms are defined in the License Agreement).

**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 other penalties.

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

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has

properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

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

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

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

**f) Price Reduction**

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

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be the final and binding decision of the County in terms of the dispute resolution process. If a party reasonably disagrees with the determination of the Chief Procurement Officer, irrespective of whether based on the application of fact and/or law, the complaining party may pursue all available remedies, at law or in equity. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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

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

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

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

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the reasonable request of the County and to the limited extent necessary to verify compliance with this Agreement, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse

Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. Except as provided in Article 3.b ("Deliverables") if, in the Chief Procurement Officer's sole reasonable discretion, the default is curable, the Chief Procurement Officer will give Consultant an opportunity to cure the default within a certain period of time, which period of time must not be less than 10 days or exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. For the avoidance of doubt, the declaring of default is for purposes of termination under this Agreement, but it 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 opportunity to cure will be granted based on the preceding paragraph but consistent with Article 3.b ("Deliverables") , 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 to pursue 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 Services actually and satisfactorily completed, County may only withhold amounts corresponding to its damages resulting from the Default;
- v) 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 consequential (excluding Consultant's liability for government fines and penalties incurred by County and County's out-of-pocket, reasonable and documented costs of investigation, notification, remediation, and mitigation arising from Data Breach (as defined in Exhibit 3, Cook County Information Technology Special Conditions) resulting from a breach by Consultant of this Agreement or cyber incident resulting from a breach by Consultant of this Agreement, which shall be subject to the Super Cap specified below), exemplary, or special 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.

Except for Consultant's liability for Data Breach (as defined in Exhibit 3, Cook County Information Technology Special Conditions) or cyber incident, which shall be subject to the Super Cap specified below, 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, in the aggregate: (i) **for losses arising prior to Go Live**, the fees paid or payable by the County to Consultant, whichever is higher, pursuant to "Exhibit 2 ("Schedule of Compensation"), line items 1 and 2" of this Agreement and (ii) **for losses arising subsequent to Go Live**, the fees paid or payable by County to Consultant pursuant to "Exhibit 2 ("Schedule of Compensation"), line items 3, 4, 5 and 6" for the first 3 years or, if the loss arises after the first 3 year term, the most recent 3 years of the License Term, except to the extent losses are attributable to the acts or omissions of the Cloud Hosting

Provider as defined in the “Attachment A “Hosted Services” to Exhibit 5 (“License, Maintenance, Support and Hosting Agreement”) (“Cloud Hosting Provider”), for which the liability of Consultant shall be limited to the amount of “Exhibit 2 (“Schedule of Compensation”), line items 4, 5 and 6” paid by County in the preceding twelve (12) months.

Super Cap: Consultant’s indemnification obligations (excluding the defense and indemnification obligations in Article 3(i)), and Consultant’s liability for Data Breach (as defined in Exhibit 3, Cook County Information Technology Special Conditions) resulting from a breach by Consultant of this Agreement or cyber incident resulting from a breach by Consultant of this Agreement (and in both instances, a Data Breach or cyber incident, except to the extent such losses are attributable to the acts or omissions of the Cloud Hosting Provider), shall be limited to two multiplied by (2x) the respective limits described above (“Super Cap”).

The foregoing limitations of liability shall not apply to Consultant’s willful or intentional misconduct, gross negligence, fraud or Consultant’s defense and indemnification obligations in Article 3(i).

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be not less than thirty (30) days after the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials belonging to County that may have been accumulated in performing this Agreement, whether completed or in the process must be delivered to the County, and Consultant’s licensed software and proprietary licensed software documentation solely created by Consultant in the possession of County must be returned to Consultant, effective 10 days after the date of termination.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination, including all work in progress actually and satisfactorily performed, is on the same basis as set forth in Article 5. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. Any dispute over the amount of compensation must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

- i) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

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

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination, minus the amounts due from County to Consultant for Services rendered by Consultant, including work in progress actually and satisfactorily performed, to the date of termination. The refund shall be made within fourteen (14) days of the effective date of termination. If County terminated for convenience, within 30 days of termination, Consultant shall provide County with a pro-rated refund, calculated from the date of termination, of any pre-paid annual License Maintenance and Support fees and Hosting fees.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make reasonable efforts 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, provided County has continued to pay License, Maintenance and Support Fees due during such period, and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration; provided that if requests from County extend beyond Consultant's provision of County's data in MS-SQL format, or in a format that meets industry standards at the time of the transfer, or other mutually agreed upon format, and Consultant's continued provision of the Licensed

Software during all periods for which County has paid the corresponding fees, then any such additional Services relating to transition shall be provided pursuant to a Statement of Work.

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- ii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

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

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

**k) Comparable Government Procurement**

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

**l) Force Majeure**

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

**m) Intentionally Omitted**

**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:       Public Guardian Office  
69 West Washington Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
161 North Clark Street, Suite 2300  
Chicago, Illinois 60602  
(Include County Contract Number 2045-18246R on all notices)

If to Consultant:       Journal Technologies, Inc.  
                                  915 E 1st St.  
                                  Los Angeles, CA 90012  
                                  Attention: Danny Hemnani, CEO

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

**ARTICLE 12)   AUTHORITY**

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

EXHIBIT 1  
Statement of Work

# Cook County Government

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## **Statement of Work (SOW) for**

**Juvenile Client Services Legal Case Management Solution**

**Contract No.: 2210-05241**

**Vendor: JOURNAL TECHNOLOGIES**

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# 1. Executive Summary

This Statement of Work (SOW) is intended to document the scope, roles, responsibilities, tasks, and time frame for the **eDefender Software Implementation Project** (which software can be relabeled so as to appear to users as “eOPG,” but which shall be referred to herein as its trademarked name, eDefender) at the Office of the Cook County Public Guardian, Illinois (The County). This SOW will be the governing project document, outlining project milestones as mutually agreed to by both parties.

This Executive Summary Section is intended as an overview of the County’s objectives for the project, scope, and timeline for the **eDefender Software Implementation Project**. Following the Executive Summary, the terms of the SOW are documented in the appropriate level of detail.

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## Background

The County has undertaken a project to implement a case management system, which will give the County the following benefits:

- Increase efficiency
- Reduce redundant data entry
- Optimize business processes
- Reduce time researching through having organized data accessible with quick searches
- Improve data analytics
- Improve organization of case files with all relevant data, documents, and files, easily accessible by office personnel
- Improve the organization and efficiency of calendaring case related events.
- Enhance the ability to search historical data in the system for related cases and people

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## Project Strategy and Objectives

The core objective of the project is **to acquire legal case management software and associated professional services to support the juvenile cases being managed by the OPG Juvenile Division, and the clients of those cases.**

### 1.1.1 Business Objectives

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The business objectives for the Office of the Cook County Public Guardian’s Juvenile Case Management System implementation include:

- Enable primary system users (e.g., OPG attorneys, paralegals, and other staff) to store and maintain all data and files related to cases and clients, such as case parties, in-court events / dockets, out-of-court activities (such as residency/placement, enrollment in support service programs, etc.), various court case attributes (e.g., type, status, and outcome), internal OPG processes (e.g., investigations, interviews, evidence collection), etc. In short, enable a digital management of its individual cases and clients.
- Provide a comprehensive suite of productivity tools for end users, enabling them to optimally manage documents, contacts, calendars, deadlines, tasks, requests, internal workflows, etc. This

shall enable digital case record management without unduly burdening OPG users, while generally improving the productivity of OPG front line staff.

- Enable OPG management to create and maintain case data (e.g., current/historic caseload among staff, case status, case outcomes, etc.) and to create related reports. Such reports shall serve a wide variety of management purposes, including but not limited to: general internal agency management, reporting to external stakeholders, and readily identifying critical items (e.g., unassigned cases, cases with various alerts/flags, etc.).

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## Project Scope

The project scope includes the following services and software:

- Software Implementation Services
  - Project Initiation/Planning
  - Design and Configuration Planning
  - Case Management System Implementation
  - Case management subject matter expert training
  - Data Conversion Services
  - Process Engineering
  - Full System Testing
  - Cutover Plan, Implementation Training and Deployment
  - Go-Live
  - Stabilization Phase
- Software and Licenses
  - As Defined in the Schedule of Compensation (to be re-evaluated just before go-live)
  - Unlimited use of eDefender Public Portal by OPG system users
  - Unlimited use by other governmental agencies with use permission by OPG, including those accessing eDefender via interfaces

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## Project Timeline

The estimated project timeline, with an estimated project start 30-60 days following contract execution, is 15 months. A detailed project schedule will be established at the start of the project.

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## 2. Scope of Services

This Section describes a high-level summary of the scope of services associated with the **eDefender Software Implementation Project**.

A high-level summary of the implementation scope of services includes:

- **Project Management:** To establish the necessary charter, develop Project Plan, governance, tools, and resources to create and maintain a Project Office including coordination and collaboration with the County project management personnel. Joint responsibility between the Office of the Cook County Public Guardian and JTI.
- **Project Preparation/Definition:** Involves reviewing existing documentation and working with key project members to validate scope, planning, constraints, project organization, previously developed requirements, analysis, and artifacts. Joint responsibility between the Office of the Cook County Public Guardian and JTI.
- **Requirements Analysis and Design:** Includes reviewing functional and technical requirements documented in the functional requirements [exhibit 1-A], business process documentation in order to configure County specific requirements mutually agreed upon and within the bounds of eDefender. Joint responsibility between the Office of the Cook County Public Guardian and JTI.
- **System Installation and Configuration:** Includes setting up AWS Hosted environments (production and auxiliary) including the connection to the County, installing eDefender, configuring, services, components and the like.
- **Testing:** Includes creation of test strategy, plan, scripts, test execution, and validation of the design requirements. Joint responsibility between the Office of the Cook County Public Guardian and JTI.
- **Training Services:** Involves conducting Train-The-Trainer training for Subject Matter Experts (Trainers) and Technical staff.
- **Go-Live:** Includes production deployment of the solution and go-live assistance services.
- **Post-Production Support:** JTI's implementation team will provide 90 days of post-production support for system stabilization, after which, the county will enter standard support according to the service agreement.

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### Implementation Methodology

**Phases** – With many years' experience implementing eDefender, JTI follows a specific phase approach to maximize project success.

**Agile** – Throughout the configuration and data conversion phases of the project, JTI follows an iterative agile approach. The underlying principle is repeating through a configure, test, feedback, loop on small increments throughout the project.

**Training** – JTI implementation personnel will informally train subject matter experts (SME's) throughout all phases of the project. The SME's will become experts in eDefender, will be instrumental in County adoption, end-user training, and will play a key role in project success.

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## Implementation Services

The implementation scope of services includes:

### Design and Configuration Plan

JTI uses an iterative delivery approach to project implementation and believe this is the best approach for you. This approach calls for a team style direction, which provides a superior solution during the implementation process because it facilitates the open use of the configuration, continuous testing, and the development of a productive environment.

eDefender is a product that includes Folder Views, Add and Update forms, Document Management and Templates, Workflows, Searches. We will work with your project managers, business analysts, subject matter experts, and IT staff to configure eDefender. The availability of your personnel will be a critical factor in meeting our project goals.

### Project Phases and Plan

We will work together under these general phases to implement the system.

**Regarding Deliverables Testing:** Before JTI provides the deliverables identified below for County to perform its acceptance testing, JTI will conduct its own performance and system testing to confirm that the deliverables meet agreed-upon specifications and are appropriate for County to test. Most sections below specify that County shall test deliverables and either report any issues to JTI within 15 workdays or tender written acceptance. County acknowledges that this cadence is designed to efficiently advance project progress. JTI acknowledges that validation testing may in certain instances require a longer period of time. If County has not completed necessary validation testing within a 15 workday period enabling County to either report issues or tender acceptance, County shall request in writing an additional period of time to complete testing. JTI shall not unreasonably refuse such requests, provided that (i) during any such extended testing period County shall dedicate appropriate resources and escalate the matter as needed to render the necessary feedback or acceptance within a timely basis; and also provided that (ii) if additional delay persists as a result of County action or inaction JTI may issue a change order covering any additional services that are required of Contractor due to the delay. Given that any work to resolve issues identified in testing would have been in scope at no additional cost had the County completed the testing within 15 days, then any such change order from delay shall only include time for JTI resources to reacclimate themselves that is directly due to the delay. In the case of any such delays, JTI shall work in good faith to mitigate the effects such delay.

### Project Planning and Initiation

Depending on County availability, initial kick-off meetings to commence this Project Planning and Initiation phase are estimated to occur within 30-60 days after contract signing. During this phase, the project schedule will be solidified, JTI/County personnel will be assigned tasks. Initiating and other documents and tools will be provided, and the foundation for communication and requirements gathering will be established.

Tasks include:

- Project Kickoff

- Project Planning
- Prepare a Project Schedule
- Prepare and agree to a Communication Plan
- Prepare and agree to a Change Management Plan
- Review the Data Conversion Plan
- Review the Invoicing Plan
- Review the Resource Plan
- Prepare and agree to a Risk Management Plan

### ***Case Management System Implementation***

- ***Core Case Structure***

The purpose of this phase is to ensure that the County can capture all the case data required in the system. This will include the following:

- JTI will install the system and demonstrate the system to the County. Core features to include but not limited to:
  - The ability to add and update case records, case flag data, formal case numbers assigned by the court systems, case type, case status, assigned system users, and associated core case attributes. The history of these attributes is essential to maintain and display along with current values, as case status evolves continually throughout many years of litigation and juvenile court case oversight, and the history of that status is telling for a child.
  - The ability to add and update case parties and associated system parties.
  - The ability to add and update case events.
  - The ability to merge JCS entities to resolve system users' data entry duplications.
  - The ability to add and update case notes.
  - The ability to manage appeals unit cases throughout the entire appellate case lifecycle.
  - The ability to add and update case timekeeping and mileage.
  - The ability to add and update new users and security roles and permissions.
  - Establishing all relational linkages between the various components of what makes a case file complete, including items as defined above as well as documents..
- County and JTI will identify the adequate number of sample cases to enter in the system to verify data elements and identify gaps.
- County will enter the cases in the system and identify and list any gaps in a gaps analysis document.
- JTI will configure File/Record Security to facilitate default permissions for various types of cases and child records, as well as manage permissions specifically for individual cases and child records, such as blocking specific users from accessing cases/records (e.g., internal personal conflict on a case) or enabling only certain persons to access certain cases/records.
- JTI will make updates based on the gaps analysis.
- County will verify updates within 15 workdays and report back any issues found.
- If issues are found, JTI will address issues and send back to County for verification.
- County will sign a Case Structure Acceptance document concluding Case Structure Phase.

- ***Calendar Management***
  - The ability to manage courtroom schedules, hearings, meetings, and team/group calendars and all associated calendaring functionality per the functional requirements spreadsheet [exhibit 1-A]. Core features to include but not limited to:
    - County with JTI's assistance will document calendaring requirements.
    - County signs a Notice to Proceed prior to calendar configuration.
    - JTI will configure the calendar functionality.
    - County will test configured calendars within 15 workdays and report any issues.
    - JTI will fix the issues, and the County will test again.
      - There will be a maximum of three iterations for testing.
      - County signs Calendar Management Acceptance document concluding Calendar Management Phase.
  
- ***Document Management / Templates***
  - Configuring document management functionality that supports the digital storage and management of case related documents, files, and artifacts per functional requirements
  - Configuring document management functionality to support batch uploads.
  - Ability to store and track physical file record information, such as file identifiers, locations, and descriptions
  - County will provide list of up to 100 document templates, including samples and specifications.
  - County signs a Notice to Proceed prior to template configuration.
  - County and JTI will configure the document templates.
  - County will test configuration meets the requirements and report issues where the configuration does not meet the requirements within 15 workdays.
  - County and JTI will fix any issues and the County will test again.
  - There will be a maximum of three iterations for testing.
  - County signs Templates Acceptance document concluding Document Management and Template Phase.
  
- ***Workflow Processes***
  - County with JTI's assistance will identify and document up to 25 customized business workflow processes that JTI will configure. This does not limit the number of workflows that the County can document and implement in eDefender.
  - Process to include items such as: Configurations to allow for triggered case status updates for various scenarios not provided in out of the box functionality. This may include the ability to request/assign/fulfill criminal investigations and client interview requests, automatically setting case status based on defined triggers, auto locking archived cases, automation of file/record management needs, etc.
  - The ability to perform case managerial tasks.

- County signs a Notice to Proceed prior to customized workflow configuration.
- JTI will configure the new workflows in the system.
- County will test if the configuration meets the requirements and report issues where the configuration does not meet the requirements within 15 workdays.
- JTI will fix any issues and the County will test again.
- There will be a maximum of three iterations for testing.
- County signs Workflow Acceptance document concluding Workflow Processes Phase.
- ***Searches and Reports***
  - County will provide a list of up to 20 searches and 10 reports, including samples, specifications and distributions. Examples include:
    - Basic searches for Case records, party records, tasks assigned, cases assigned, etc.
    - Case timekeeping, mileage tracking and expense management.
  - County with JTI's assistance will document the searches and reports requirements.
  - County signs a Notice to Proceed prior to Searches and Reports configuration.
  - JTI will configure the searches and reports.
  - County will test configured searches and reports within 15 workdays and report any issues.
  - JTI will fix the issues and the County will test again.
  - There will be a maximum of three iterations for testing.
  - County signs Searches and Reports Acceptance document concluding Searches and Reports Phase.
- ***Portal***
  - JTI will demonstrate the functionality to the County's IT staff for evaluation.
  - JTI and County will determine up to five business use cases to be implemented in the portal.
  - JTI will implement the necessary Portal configuration to support the use cases.
  - Once JTI completes the initial configuration, County will begin acceptance testing against the functionality defined in the use cases.
  - County will report issues where the configuration does not match the specification within 15 workdays to JTI and the appropriate configuration changes will be made.
  - JTI will fix any issues and the County will test again.
  - There will be a maximum of 3 iterations for testing.
- ***Integrations and Interfaces (No interfaces currently in scope)***
  - JTI will leverage eDefender's native interaction capability with MS Outlook and the MS Productivity suite applications, to include:
    - the ability to open/edit material in its native format, i.e., MS Word.
    - Calendar events in eDefender can be automatically pushed to Outlook
    - Drag and drop feature for Outlook email to eDefender's File Cabinet
    - Document Template tools for building templates that generate and open in Word
    - Searches can be run and exported as an Excel file

- Excel spreadsheets can be used to import code table values
- eDefender supports user authentication via Active Directory and this is included in scope.
- Additionally, eDefender has the capability to interface with other third-party external systems through standard integrated API; provided, however, that no such interfaces are in scope of the project as of contract execution. Such interfaces may be provided upon future agreement of the parties in a subsequent Statement of Work or change order or otherwise provided for in the Agreement. Two such optional interfaces are for State’s Attorney’s Office and the Cook County Clerk of the Circuit Court.

### **Data Conversion**

For each database there will be a maximum of three full conversion iterations, plus the Go Live iteration.

- **Initiation Phase** - The first step of the initiation phase is for the JTI implementation team, JTI data conversion team and County teams to meet, review and accept the Data Conversion Plan. A data conversion kick-off meeting will be scheduled by the conversion team lead with the JTI and County teams. The initiation phase will include discussions around schedules, resources, security, environments, documentation, and communication plans.
  - The Data Conversion Plan must be accepted by the County and signed off before proceeding with initiation phase tasks and subsequent phases.
  - The project timeline will be reviewed, and key dates required by the data conversion team will be established, including the target case structure completion date and the preliminary Go-Live date. While these dates may be adjusted during the project, initial target dates will be established. These dates will be tracked via SharePoint calendar to provide a visual timeline of the conversion project milestones.
  - The Conversion team will internally track the following conversion milestone target dates, and adjust as needed:
    - Case Structure Complete
    - Iteration 1 Delivery
    - Iteration 1 County Signoff
    - Iteration 2 Delivery
    - Iteration 2 County Signoff
    - Iteration 3 Delivery
    - Iteration 3 County Signoff
    - Mock 1
    - System Freeze
    - Mock 2
    - County Conversion Acceptance
    - Go-Live Conversion
    - Go-Live
  - JTI and County data conversion team resources will be allocated and scheduled to support the project timelines. Durations of each phase are a direct result of resources allocated, responsiveness of the County SMEs (subject matter experts), as well as the complexity of the requirements of the conversion and vary drastically from project to project.
  - Security background checks or clearances will be completed to satisfy County data security requirements. All JTI conversion resources are CJIS (Criminal Justice Information Services) certified.

- Legacy system details need to be provided to JTI to assist in the conversion server requirements recommendations. The County will need to provide the legacy system data metrics, including file size of data tables and record counts of cases participating in the conversion.
- Data conversion environment recommendations will be established based on the information provided by the County. Data conversions will be performed either within an environment hosted by the County (local or cloud based) or in a hosted JTI Amazon Web Services Gov Cloud secure environment for an additional cost. This allows the County to ensure its data, both in-transit and at rest, is always in a secure and controlled environment.
- Once conversion server specifications have been provided by JTI and the conversion server made accessible to JTI (local or cloud based), the County will need to provide a copy of the legacy system data, preferably in the form of a SQL backup file to the Microsoft SQL Server conversion server, to facilitate the Mapping Phase activities. If the source system is not SQL-based, a plan will need to be established for the County to provide the data in a SQL-compatible format on the conversion server. Legacy system vendors typically prohibit us from directly accessing source data directly.
- The source data will need to be delivered in a consistent and repeatable fashion by the County, multiple times during the project. Ideally, data should be provided:
  - At the start of the Initiation Phase
  - As part of each Iteration
  - At the start of Mock 1
  - At the start of Mock 2
  - At Go-Live for the Go-Live conversion
  - On demand, as needed to facilitate mapping, scripting and testing activities
- For JTI to understand the legacy system and its data structure, the County will provide existing legacy system information, which will include:
  - Operating system and database management system name
  - Database type (relational or hierarchical)
  - Data tables and fields names
  - Data field descriptions
  - Images metadata and storage information
  - Vendor or other relevant contact information
  - Data dictionaries (ERDs)
  - Sample cases to be used for the mapping and testing of the data conversion need to be provided by the Office of the Cook County Public Guardian. This includes:
    - Three to five fully populated and disposed cases per case grouping.
    - Examples for Court County's might include: family, civil, juvenile, probate, mental health, adoption, small claims, criminal, and traffic.
    - Examples for Prosecutor County's might include: filed criminal, unfiled criminal, juvenile jacket, investigations, victim services, criminal appeals, prior convictions.
  - During the mapping or scripting process, JTI may request additional sample cases or screen shots of the existing data to illustrate a specific piece of logic.

- **Data Mapping**

- Once the JTI implementation team and County have completed the eDefender Case Structure configuration tasks, the data conversion mapping tasks start.
- JTI, with County assistance, will map the legacy system data to the eDefender configuration tables and fields. This includes mapping of codified legacy system values to eDefender lookup list values. This mapping will be completed in an Excel ETL (Export, Transform, and Load) mapping document provided by JTI. This is a configuration-specific document generated once the Case Structure configuration tasks are complete. It defines tables, fields, and lookup list values available within the eDefender configuration. It provides a format for mapping those locations from the legacy system tables, fields and code values. Logic will be documented to handle the requirements of the data conversion within the ETL mapping document.
- JTI, with County assistance, will map the documents (if applicable) using the ETL mapping document.
- JTI, with County assistance, will determine the logic for financials (if applicable) and document them using the ETL mapping document.
- Only pending balance legacy receivables will be converted as receivables in eOPG. Invoices (AKA receivables), Trusts, Restitution, and Pay Plans can be mapped for the financial conversion, depending on the data available in the legacy system. Additional financial data is typically converted into custom eOPG tables. These provide a read-only view of the legacy data in eOPG for reference. The County can define the tables and data elements for these historical records as part of the mapping.
- County signs a Data Mapping Acceptance and Notice to Proceed.
- **Data Conversion Development**
  - Iterations are designed to formalize the delivery of a data conversion, with an agreed upon exit criteria. While there may be multiple conversion builds that make up an iteration, the goal is to complete the data conversion following the requirements in the ETL mapping document in the most timely and efficient manner. JTI will convert data
  - Iteration 1 will be a result of an agile ETL mapping process. JTI will utilize sample cases and potentially agile working sessions with the County SMEs (subject matter experts) to gather the ETL mapping requirements to complete Iteration 1. Subsequent iterations will follow a more traditional change-controlled process. Any change Jiras with updated mapping and bug Jiras will be worked to complete the iteration.
  - Steps are as follows:
    - The JTI data conversion team will script the conversion using the ETL mapping document for requirements. Bugs Jiras and Change Jiras will be worked as part of the Iteration.
    - The JTI conversion team will unit-test the conversion against provided sample cases and the ETL mapping document. This is database-focused testing.
    - The JTI implementation team will test the conversion against provided sample cases and the ETL mapping document. The focus will be on the validation of data from the front-end of the eSeries configuration.
    - Deployment of the conversion to the conversion test environment for the County's review.

- County data conversion testing. The County has the ultimate responsibility for testing the conversion against the logic documented in the ETL.
- The County will have 15 working days from the date of conversion delivery to test the conversion and complete the iteration.
- County data testing should result in one of three outcomes:
  - A successful test and validation of the converted data against the ETL mapping document, resulting in the signoff of the iteration.
  - A Jira ticket(s) identifying a discrepancy in the test case against the requirement from the ETL mapping document. This is a bug, and bugs are typically corrected in the current iteration with delivery of a new conversion build.
  - A Jira ticket(s) identifying a change in a requirement from the ETL mapping document. This is a change, and changes will typically be delivered in the next iteration.
- County acceptance of the conversion via signature on an acceptance form, which constitutes our completion of the iteration.
- **Go-Live Prep and Go-Live**
  - After the last iteration has been accepted by the County, Go-Live preparation activities can commence.
  - A conversion timeline will be drafted, published to SharePoint and shared with the teams. This timeline will identify the key steps for the conversion. It also identifies the process, time, resource, and communication procedures to keep the entire team in-sync. Once a detailed timeline is in place, two mock conversions will be scheduled. Each mock conversion will execute all the steps of the conversion as though the County was going live at the completion of the mock conversion.
  - The mock conversion will include delivery of the source data from the County to the conversion server, execution of the conversion by the JTI conversion team, delivery of the conversion into the County's eSeries Testing/Production environments, and validation of the conversion by the County.
  - Any procedural issues identified during the mock will be addressed to complete the mock conversion, and steps will be taken to mitigate any risks during the next mock conversion or during the Go-Live conversion.
  - After the first mock, the teams should coordinate the system freeze. During the freeze, no configuration changes, conversion logic changes or eSeries build or version updates should occur. A second mock conversion will be executed as close to Go-Live as possible to validate the plan for the Go-Live conversion, while the system is frozen. The frozen eSeries configuration, eSeries application version, and frozen conversion script will be used for the Go-Live conversion.
  - If the system freeze is lifted for any reason, a successful mock conversion, with the new frozen eSeries configuration, eSeries application version, and frozen conversion script, must be completed prior to the Go-Live conversion run.
  - A successful mock conversion is required before Go-Live. Should the last mock conversion fail, an additional mock conversion will be completed.
  - The County will be expected to sign a conversion acceptance form after the last mock conversion and before the Go-Live conversion that specifies:

- The County has received and tested the conversion, including case data, images (if applicable) and financials (if applicable). The County has confirmed the conversion meets the requirements of the delivered Export, Transform and Load document (ETL mapping document) and authorizes JTI to proceed with the Go-Live conversion. The County accepts the conversion without restriction and understands any conversion issues that may be identified post Go-Live will require manual updates by the County. Any requested programmatic changes to the conversion post Go-Live, will require a separate statement of work and will incur additional costs.
- **Assumptions**
  - The County will be responsible for all communication with the legacy data system vendor or any partners/third parties/technical staff required for successful completion of all data conversion activities.
  - All conversion logic is maintained in the Excel ETL mapping document. This is custom to each project and provided by JTI.
  - The JTI conversion team will attempt to map the data using the sample cases provided by the County.
  - The County is ultimately responsible for providing the logic to be used and signing off on the ETL mapping document.
  - Mapping tasks will be assigned to both the JTI implementation teams and County teams to facilitate the mapping process.
  - With conversion hardware setup, JTI access verified, and Data Mapping complete, County will sign a Notice to Proceed document prior to development and testing activities.
  - JTI will only convert the data provided by the County and is not accountable for data not provided.
  - The source data must be delivered in a consistent and repeatable fashion by the County, multiple times during the project.
  - The County will provide JTI source data in the form of a SQL-backup.
  - Atlassian Confluence and Microsoft SharePoint sites will be used to store project artifacts.
  - Atlassian Jira will be used for issue tracking.
  - The JTI data conversion Team Lead will import all of the conversion-related Jira tickets.
  - JTI's internal conversion standup meetings will be established and continue through the project Go-Live.
  - Meeting cadence will start monthly and move to biweekly, or weekly, as the project warrants.
  - The JTI data conversion team will perform the conversion using a proprietary data conversion application.
  - The conversion scripting logic is not intended as a data clean-up or data correction exercise. Issues may be identified during the scripting or testing cycles that may result in:
    - Records identified that the County may wish to adjust in the legacy system prior to the next iteration.
    - Records identified for manual clean-up by the County post-Go-Live.

- JTI will perform one Go-Live conversion.
- A Go-Live schedule is typically planned around a Friday close of business to a Monday start of business schedule, or a three-day holiday weekend to gain an extra day. Larger, more complex conversions might require more time, or unique Go-Live planning and scheduling.
- All conversion related Jiras should be completed before starting the mock conversion.
- There should be no changes during the system freeze. This is intended to give us the highest chance of success for the Go-Live conversion.
- The conversion acceptance after the last mock confirms that the County accepts the scripted logic for the Go-Live conversion.

### ***Full system testing***

- County and JTI will develop a testing plan.
- County will conduct full system testing per the testing plan report issues where the configuration does not match the specification within 15 workdays to JTI and appropriate configuration changes will be made.
- JTI will fix any issues and the County will test again.
- There will be a maximum of 3 iterations for testing.

### ***Cutover Plan, Implementation Training and Deployment***

- County and JTI will determine the deployment plan and schedule.
- JTI will provide detailed system documentation and solution user guides
- JTI, with County's assistance, will develop a training plan.
- County will deliver end user training.
- JTI will create a deployment plan with County's assistance.
- Prior to the go-live County will sign a formal acceptance that the system configurations fulfill its requirements and will pay fees outlined in the Professional Services Agreement and License, Maintenance and Support Agreement.
- Final conversion and deployment will bring the system live in the production environment.

### ***Stabilization Phase***

- After go-live JTI's Implementation Team will support the new system, addressing issues that arise, monitor system performance, make adjustments as necessary, and support the County as needed.
- The Stabilization Phase will last 90 days.
- Provided the Stabilization Phase is not extended as described herein, after 90 days, a Support Hand-Off meeting will take place between the JTI Implementation Team, JTI Support Team, and County. To the extent they have not already occurred, introductions will take place and information passed along to ensure a smooth hand-off and understanding of how the County will

interact with JTI Support thereafter. Upon this transition, any bugs or defects would be addressed by JTI Support in conformance with the License Agreement’s terms. To the extent that there are identifiable and repeatable lingering issues with the accepted configuration such that the Licensed Software does not, in the reasonable view of both parties, meet the requirements and/or configurations mutually agreed to be included, in the manner that the parties mutually agreed such requirements would be met, the Stabilization Period may be extended upon mutual agreement for a period to be defined at such time. JTI’s assent to such extension shall not be unreasonably withheld. For the avoidance of doubt, any changes to requirements or configurations requested by County (i.e. where the Licensed Software does perform as agreed, but County desires for it to perform differently) would be addressed via the Enhancements Services section of this SOW below or in a subsequent Statement of Work.

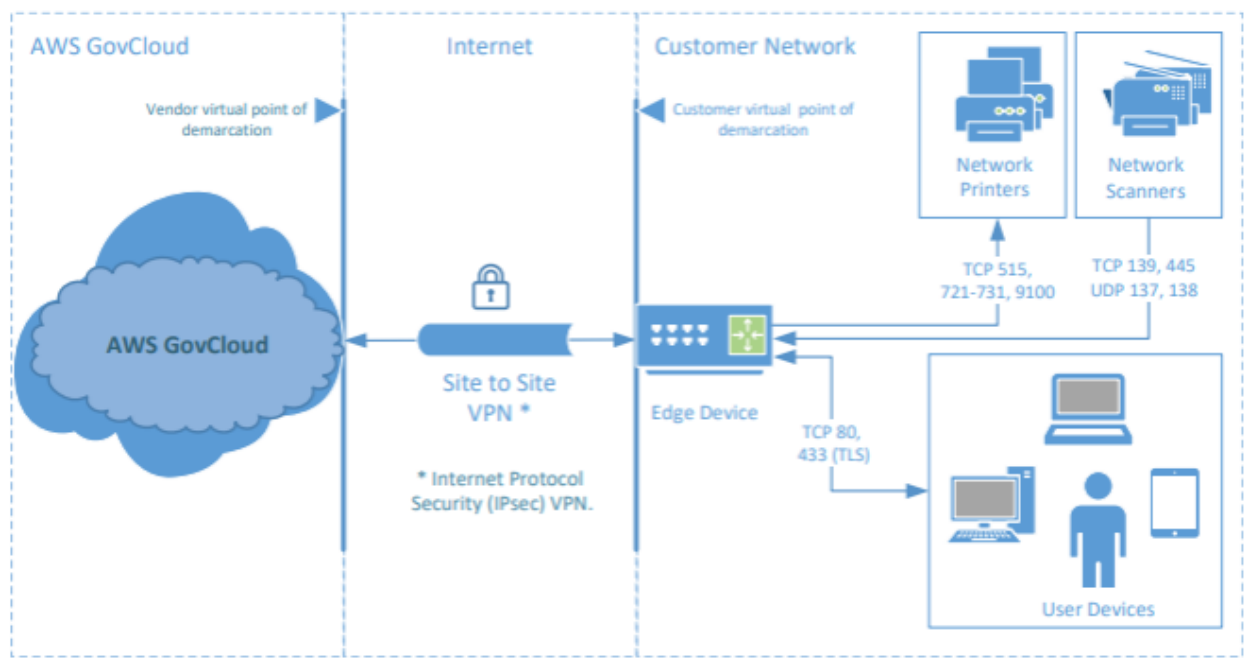
## Software

The following software packages are to be implemented – eDefender, which is inclusive of any and all modules.

JTI will relate eDefender to appear to users of the solution as eOPG, ePublicGuardian, or another mutually agreed upon name.

## Infrastructure Architecture

Below is the proposed architecture, which could change by mutual agreement of the Parties.



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## Environment

### AWS GovCloud

AWS GovCloud (US) is a world-class, isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping Journal Technologies support our customer's strict compliance requirements. GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

### AWS US GovCloud Data Centers

AWS keeps their data center locations strictly confidential for compliance reasons and to maintain the security and privacy of customer data. All AWS GovCloud (US) datacenters are located in the continental United States and staffed by US citizens.

### Monitoring

We use enterprise, open source monitoring software to collect performance metrics such as network utilization, CPU load, disk space consumption, etc. Our monitoring agents send messages based on predefined thresholds or events to internal SaaS notification channels which then distribute the issue to the appropriate team(s). Based on the type of issue (infrastructure, application, etc.) the message is routed either to our customer support team or CloudOps technical support team.

### Environments

Our standard commercial offering includes one Production and one Non-Production environment. The latter is for development, testing and training purposes. Non-production environments are isolated from version upgrades and can be independently upgraded where required for testing or upgrade purposes. Additional environments can optionally be provisioned (such as training servers, reporting database, etc.) for additional fees (Currently \$1,086 per month, subject to change). The process of provisioning additional environments involves reviewing the environment requirements with Journal Tech Support and then placing a request ticket. Depending on the requirements and availability of our hosting teams, additional non-production environments can be stood up anywhere from a day to two weeks. Aside from the monthly fee, there is no additional cost to set up one or more additional environments.

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## Project Management

### 2.1.1 Project Management Methodology

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JTI generally follows the PMBOK, providing a framework for executing projects. All the process groups are covered: after project initiation, the first deliverable is planning, where the project's objectives and scope are defined, and the tools are put in place to manage the project. Jira is used to capture tasks and issues, Teams to store physical deliverables including the project team names/contacts and begin reports to the executive oversight team.

Project execution involves using two-week sprints: JTI and County defines the work for the coming two weeks, work together to achieve the deliverables, and as the second week wraps up, we plan the next

sprint. At the end of the two-week sprint, deliverables are tested. The sprints allow the teams to monitor and control the project's progress and quickly surface any issues (and quickly approve the deliverables). The Execution and Monitor/Control process groups run concurrently as the project progresses through go-live and post go-live monitoring.

The closing phase will occur three months after the final go-live, when the project is concluded, and support hand-off takes place.

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## **Change Management**

JTI's Project Manager shall lead planning and creation of the change management strategies in coordination with County's Project Manager. The County shall be responsible for the execution of change management strategy and final approval of any change being deployed into a production environment.

### **2.1.2 Communication Strategy**

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JTI and County shall develop a communication plan. JTI and County will utilize this strategy and effectively communicate with the stakeholders to ensure that they have a clear understanding of the functionality and the associated benefits being deployed, impact on the data collection/exchange and the timing of the implementation.

The communication plan can assist with ensuring that the stakeholders can:

- Understand the objectives of the project.
- Be aware of the likely impact of the project.
- Get periodic status updates
- Know where and how to obtain information about the project.
- Provide feedback.

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## **Testing/Quality Management**

JTI and County shall develop a Testing and Quality Management Plan to ensure all functional requirements identified in the functional requirements matrix in exhibit [xx] and desired by County to be included as of the time of Go Live are met, as well as any mutually agreed additions to the requirements.

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## **Risk Management**

The project management team shall manage project risks in working with County and shall look for the opportunities to prevent and mitigate risks. The Project Steering Committee shall serve as the primary risk management and review board. On an on-going basis, Project Governance Team (JTI and County) shall review all open issues and identify those that will impact the overall project. A risk log shall be maintained for the project by JTI Project Manager.

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## **Training**

JTI and County will develop a training plan. JTI will train County subject matter experts and supervisors who will become the trainers for the County. County will develop training materials and deliver end-user training.

JTI will provide detailed system and user documentation to OPG staff responsible for the operation and support of the system. JTI shall provide digital, searchable technical manuals to the OPG. JTI shall provide, in a timely manner, system documents that describe all software and standard solution configuration in sufficient technical and functional detail, so that this information can be used by OPG personnel to maintain the system and resolve identified problems.

### 3. Project Roles and Responsibilities

#### Key Roles

All staff will be assigned to perform Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services are provided in workmanlike manner and in accordance with this Agreement.

The following JTI roles are designated Key Roles: Program Manager, Project Manager, Data Integration Developer, and Software Implementation Specialist.

JTI’s responsibilities regarding Key Roles are also set forth in Article 3 of the Professional Services Agreement. In some instances, certain roles may be resourced by the same individual and for assist roles there may be 1 or more resources responsible to assist as needed.

#### Vendor and County Responsibilities

The table below identifies the lead responsibility for all the important tasks on the project. The assignment of roles and responsibilities has been made in order to achieve a continuous and effective transfer of knowledge to facilitate the long-term support of the system by County staff.

Table 3.1: Description of Responsibility Levels

Lead	Ownership of the task and performing majority of the work.
Co-Lead	Co-ownership of the task, sharing responsibilities
Assist	Help the task owners by actively creating part of the deliverable or performing part of the activity

#### 3.1.1 Responsibility Matrix

The following is the responsibility matrix:

<u>Role</u>	<u>Responsibility Level</u>
Program Manager	Co-Lead
Project Manager	Lead
Data Integration Developer	Lead Conversion
Data Integration Developer	Lead Interfaces
Software Implementation Specialist	Lead
Software Implementation Specialist	Assist

Activity	Service Responsibility		
	Vendor	County	Shared

<b>All Phases</b>			
Overall Project Management	X		
Overall Change Management		X	
Managing all <b>Vendor</b> personnel assigned to the project	X		
Managing all County personnel assigned to the project		X	
Managing County vendor resources; including escalation		X	
Coordinating schedule changes with the <b>County</b> Project Manager	X		
Managing the project schedule and reporting variances	X		
Managing the activities assigned to the County in this SOW		X	
Managing the activities assigned to <b>Vendor</b> in this SOW	X		
Coordinating and participating in project related calls and meetings			X
Providing weekly progress reports to the County Project Manager	X		
Reviewing and providing feedback on weekly progress reports			X
Coordinating delivery of all Software			X
<b>Initiation Phase</b>			
Finalize <b>Vendor</b> resource plan and delivery resources	X		
Finalize the County's resource plan and delivery resources		X	
Coordinate the project kick-off meeting	X		
Define project governance structure			X

Align implementation methodology to project governance structure	X		
Create the Project Plan	X		
Develop and Publish Discovery and Configuration Workshop Agendas	X		
Conduct Kick-off Meeting			X
Schedule resources and manage logistics for Discovery and Configuration Workshops per agreed upon schedule			X
Provision access to Test Environments	X		
<b>Analyze &amp; Design Phase</b>			
Lead Discovery and Configuration Workshops to gather configuration decisions	X		
Attend workshops with appropriate resources with authority to make configuration decisions		X	
Ensure appropriate County representation in workshops		X	
Make key design decision decisions around process and configuration		X	
Documenting configuration requirements in functional specifications	X		
Verifying acceptance of all delivered software and services		X	
Coordinating the collection of information for tailoring, customization, and configuration requirements		X	
Provide documented Acceptance Test Plan	X		
Provide the business process and technical requirements for vendor solution		X	
<b>Configuration Phase</b>			
Conduct System Administration class at the County's facility	X		

Attendance of County representatives to the System Training class		X	
Conduct System Configuration Workshop classes at County facilities	X		
Attendance of County representatives to the System Configuration Workshop classes		X	
Configure the solution	X		
Provide printed copies of reference or training materials		X	
Design and code other custom features for solution as defined in the functional and technical specifications	X		
<b>Test Phase</b>			
Install all County provided hardware and software for testing and verify that the environment is working properly		X	
Verify that all Software is ready for acceptance testing	X		
Perform system tests on the delivered version of solution to ensure that the system performs standard functions as expected and meets all requirements included in the functional and technical specifications	X		
Coordinate testing activities with the County's personnel and any third-party contractors/vendors		X	
Perform tests documented in the Acceptance Test Plan		X	
Assist the County in performing the Acceptance Test Plan	X		
Document any deficiencies found during the acceptance tests		X	
Maintain issues list for all solution defects reported during the testing phase	X		
Review the results of acceptance testing and correct documented deficiencies	X		
Retest corrected defects		X	

Acceptance of delivery of solution		X	
<b>Deploy Phase</b>			
Coordinating training activities with the County's personnel, third party contractors		X	
Conduct Train the Trainer Training as defined in Project Scope section of this SOW	X		
Provide All training materials and documentation on electronic media	X		
Provide a training room (appropriate for number of installed and networked personal computers) with access to test or training servers		X	
Provide a computer projector and screen for training classes		X	
Conduct End User Training		X	
Provide printed copies of reference or training materials		X	
Finalize the Go Live roll out schedule			X
Define remote support process for <b>Vendor</b> Client Services Team.		X	
Ensure that all site preparations are completed		X	
Ensure production version of the solution is working properly and ready for Go Live			X
Establish production usernames and passwords in solution		X	
Verify acceptance of first production use of solution		X	
Provide deployment support as defined in Project Scope section of this SOW	X		
Assist the County in monitoring the performance of solution and identifying any deficiencies	X		
Provide trained supervisors to assist new users with solution		X	

Transition Phase			
Transition the County’s project to <b>Vendor</b> Client Services Team	X		
Document any problems that occur and provide information on any deficiencies in solution to <b>Vendor</b>		X	

## County Staff Roles and Time Commitments

Listed below are the expected County Roles, the approximated time commitments over the course of the project, for each group. The County may divide these roles among multiple resources at their discretion provided the same productivity is achieved.

The County’s personnel will be assigned to the project as per the above staffing profile. Key users and management time will be made available for the duration of the project for interviews, system demonstrations, system testing, decision-making and other tasks related to this project.

JTI recommends the following roles:

**Project Sponsor** – Person at the County responsible for ensuring the success of the project, making necessary personnel assignments, final decision-making power, and whom is contacted for project escalations.

**Project Leader (Manager)** – Person responsible for the management of the project for the County. Responsible for making decisions or receiving decisions from project sponsors and enforcing them.

**eDefender Application Administrator** – Individual responsible for administering the eDefender application to the users of the Office of the Cook County Public Guardian. Can be multiple people, at least one. This person is also responsible for calling JTI support. This person will be trained and can train others at the County.

**Subject Matter Experts (SME’s)** – Assigned persons who are experts at the business processes. Ideally there are many SME’s assigned to represent a division or process group. They will help define processes which inform the configuration, they will assist in testing and training.

## 4. Project Schedule

JTI and the Office of the Cook County Public Guardian will develop a full project schedule at the start of the project, Project Initiation Phase. In general terms, the project will follow JTI’s phased implementation methodology herein outlined.

The following is the high-level project timeline with an estimated project start date of Jan 2, 2025. The project phase timelines may overlap; the following is the graphical representation of the estimated timeline, which is estimated at 15 months:

Phase	2025												2026					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Project Planning & Initiation	█	█																
Case Structure		█	█	█														
Data Conversion		█	█	█	█	█	█	█	█	█	█	█	█	█	█			
Business Process Workflows					█	█	█	█	█	█	█	█						
Calendar Management									█	█	█	█						
Document Templates					█	█	█	█	█	█	█	█						
Searches & Reports									█	█	█	█						
Portal										█	█	█						
Full System Testing (UAT)													█					
Train the Trainer														█				
End User Training														█				
Cutover & Go-Live															█			
Stabilization																█	█	█

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## 5. Project Milestones and Deliverables

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### List of Milestone

The following table includes key project deliverables for the implementation:

*Table 5.1: List of Milestones*

Milestone	Description
1	Project Initiation
2	Data Conversion Initiation
3	Core Case Structure
4	Document Management
5	Business Process Workflows
6	Searches and Reports
8	Data Conversion Acceptance (Go-Live Ready)
9	Go-Live Activities (UAT, Training, Cutover, Go-Live)
10	Stabilization Phase and Support Hand-off Complete

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### Milestones and Deliverables Acceptance Process

The Deliverable acceptance process is outlined in Appendix 2 of this document.

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## Milestone and Deliverable Definitions

The table that follows provides the expected content and completion criteria of the deliverables required for the County's **[project name]** project. All non-system event deliverables will be provided in electronic format. When requested, hard copies will be provided.

*Table 5.3: Exit and Entry Criteria for Project Deliverables*

Milestone	Description	Entry Criteria	Exit Criteria	Invoicing
1	Project Initiation	Signed (Executed) Contracts	Project Plan agreed upon by JTI and County by signature which includes: Project Schedule, Communication Plan, Change Management Plan, Data Conversion Plan, Invoicing Plan, Resource Plan, Risk Management Plan, Testing Plan and Training Plan.	40,000
2	Data Conversion Initiation – Juvenile Case Database	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	75,000
2a	Facility Incident Tracking – MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000
2b	Out of Area DB – MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000
2c	Foster Parents with Issues – MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000
2d	Conflicts DB – MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000
2e	CAU DB – MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000

2f	Appeals DC – MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000
2g	Significant Event Reports/Investigation Packets Pending - MS Access	Data Conversion Plan Agreement	Conversion hardware setup, JTI access verified, data mapping complete, Notice to Proceed signed by County.	\$30,000
3	Core Case Structure	Identify selection of legacy data (sample cases) for each case type, division, case parties, and calendars purposed for testing criteria. AWS Hardware environment setup and access granted to JTI project team. Notice to Proceed signed by County.	County enters all sample cases into eDefender and verifies case structure exists for all necessary data elements. Confirmation of 360-degree case management ecosystem. County signs Case Structure Acceptance document.	60,000
4	Document Management	Signed Case Structure Acceptance. Templates quantified with a sample for each and received by JTI. Establishment of full cycle document management functionality. Notice to Proceed signed by County.	Templates and document management functionality tested and verified by County; acceptance form signed by County and JTI	60,000

5	Business Process Workflows	Signed Case Structure Acceptance, SME's trained, and business processes identified and documented. County and JTI agree on custom Business Process Workflows in scope for project. Notice to Proceed signed by County.	County verifies all Business Process Workflows function within business processes. County signs Business Process Workflows Acceptance document.	60,000
6	Searches & Reports	Signed Case Structure Acceptance. Name and define each custom search and report in scope for the project. Notice to Proceed signed by County.	County verifies all searches and reports in scope are configured correctly and signs Searches and Reports Acceptance document.	80,000
7	Calendars Management	Signed Case Structure Acceptance. Name and define each custom report in scope for the project. Notice to Proceed signed by County.	County verifies all reports in scope and signs Reports Acceptance document.	25,000
8	Data Conversion Acceptance (Go-Live Ready) – Juvenile Case Database	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	75,000
8a	Data Conversion Acceptance (Go-Live Ready) – Facility Incident Tracking – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000

8b	Data Conversion Acceptance (Go-Live Ready) – Out of Area DB – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000
8c	Data Conversion Acceptance (Go-Live Ready) – Foster Parents with Issues – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000
8d	Data Conversion Acceptance (Go-Live Ready) – Conflicts DB – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000
8e	Data Conversion Acceptance (Go-Live Ready) – CAU DB – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000
8f	Data Conversion Acceptance (Go-Live Ready) – Appeals DB – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000

8g	Data Conversion Acceptance (Go-Live Ready) – Significant Event Reports/Investigation Packets Pending – MS Access	3 Iterations of the Data Conversion complete	Final Data Conversion Mock Go-Live executed and Data Conversion Acceptance signed.	\$30,000
9	Go-Live Activities (UAT, Training, Cutover, Go-Live)	Signed Case Structure Acceptance, Workflow Acceptance, Document Template Acceptance, Searches and Reports Acceptance, and Data Conversion Acceptance	JTI train the trainer complete, County end-user training complete, Documentation complete, Go-Live Checklist complete, System Acceptance signed, Data Conversion complete, County live on eDefender Production, Interfaces live on Production.	141,500
10	Stabilization Phase and Support Hand-Off	System acceptance and Go Live	Ninety (90) day Stabilization Phase Complete; Support Hand-Off Complete	108,500
			Total Professional Services Fees	\$1,145,000
			First Year License Maintenance and Support Fees (Due at Milestone 9)	\$222,500

			First Year Hosted Services Fees (Due at Milestone 9)	\$126,250
			Fees for Hosted Services Provided Prior to Go Live (1/12 of Annual Fee billed monthly)	\$8,395/month

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## 6. Transition/Cutover Approach

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### Approach

JTI and County will determine the go-live and deployment plan which includes, train the trainer by JTI, end user training by County, legacy system shutoff, legacy system conversion, system checks, go-live week, and three-month stabilization phase. During the stabilization phase, JTI will monitor and address system performance issues. JTI's implementation team will work with the County Project Team during this transition period to ensure knowledge transfer, the system is functioning properly according to the requirements established during the project lifecycle. After three months, the County will go through a support hand-off and enter full support according to the support agreement.

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## 7. Security and Compliance

During its work performed hereunder, Contractor agrees to follow the terms and conditions set forth within Appendix VIII (Cook County IT Special Conditions), as well as all other security and compliance terms set forth in the Agreement.

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## 8. Support Services Service Level Agreement

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### Support Case Life Cycle

During the implementation, the JTI Support Manager will work closely with the implementation team and get to know the County's System Administrator(s) to help gain an understanding of processes, business rules, workflows, and interfaces.

To ensure a smooth transition from Implementation to Support, there is a Transition Support period of 90 days or more after go-live where the JTI Implementation Team will continue to provide support to the County. Following acceptance of the System, and after the Stabilization Phase, the County will fully transition to Support. After the County transitions to Support, JTI Implementation personnel will continue to be available via an escalation path to help resolve issues.

JTI will train County System Administrators and Help Desk personnel during the implementation to set them up to maintain the System and become the front line of support for the County's end users. The System includes a built-in help function that provides context sensitive help. County System Administrators can access JTI's support staff via toll-free phone, email, and online web portal. System Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases.

JTI is passionate about County phone calls never going to voicemail. JTI's streamlined call answering tree continues to roll over and expands to include additional staff until the call is answered.

JTI logs all support issues into a Support CMS, which stores customer information including contracts, go-live dates, designated County System Administrators, etc. Every support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties, and solution information. Case information is accessible online through JTI's support portal.

When the County initiates a support request, JTI immediately acknowledges receipt of the County's request, including a case ID for call tracking purposes. JTI resolves most support cases in less than one hour. If the request is categorized as "Critical," JTI will provide a solution through a service release as soon as possible.

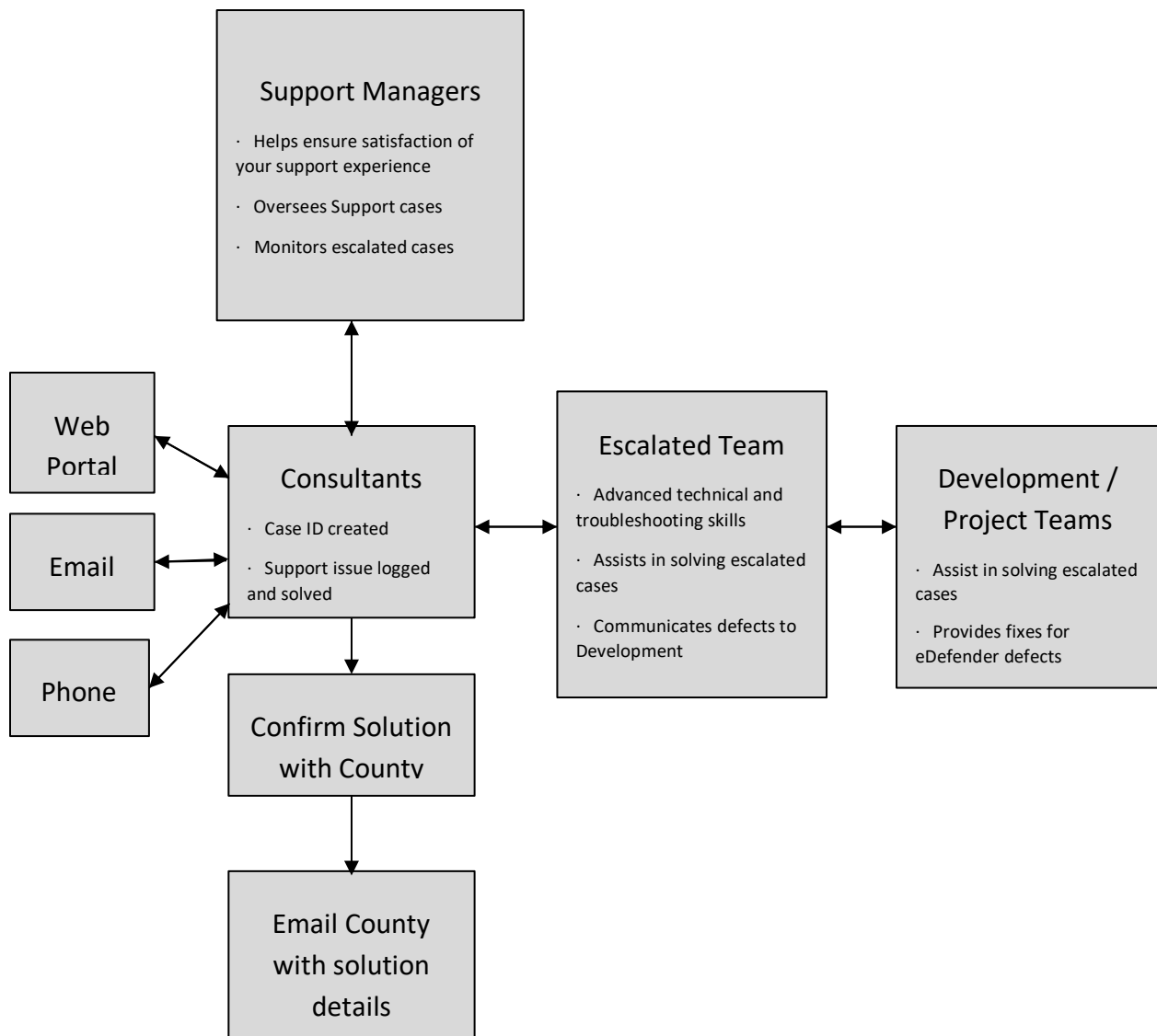
Troubleshooting to obtain reproducible steps of a critical application error begins immediately. Troubleshooting for all other application errors are typically based upon priority categories (see the "Incident Service Level Agreement" section below). JTI will work closely with the County's System Administrator(s) while resolving each support request. When necessary, JTI will escalate cases to JTI's seasoned Escalated Team and then to the Development team as indicated in the subsequent Support Case Flow diagram. JTI can resolve nearly all issues remotely, rarely requiring a need for onsite support. Onsite support is available when necessary.

JTI utilizes numerous remote diagnostic tools to assist in solving support cases. These tools provide the advantage of remotely gathering system information, reconnecting after reboot, providing secure file transfers, and requesting escalated permissions when needed. JTI's applications log errors used for troubleshooting and debugging.

Data logging tables capture changes made to the database and may also be used for troubleshooting. The Java Virtual Console monitors memory and thread usage, SQL Profiler traces, Tomcat access logging, Microsoft Windows Perfmon and others are common diagnostic tools JTI uses for troubleshooting.

Throughout this process the JTI Support Manager and Support Consultant will update the County on progress. Also, JTI sends automated notifications with each status update.

Upon solution verification from the County's System Administrator, the support case is time and date stamped as closed, and an automated notification is sent to the County's System Administrators with the solution. JTI provides a link in all notifications to allow the County to provide feedback to the Support Manager.



#### Contact Information

JTI Support is available from 5:00 a.m. to 6:00 p.m. Mountain time, Monday through Friday, except for U.S. federal holidays. If a critical situation occurs outside of normal support hours, JTI Support can be

reached 24/7 via an emergency extension. The County can reach eDefender support via phone at 877-364-0121 and via email at [Defender-support@journaltech.com](mailto:Defender-support@journaltech.com).

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## Customer Support Training Program

JTI provides a Continuing Education Program that includes courses taught by implementation and development personnel, training guides, practical exercises, training videos, and regular CJIS security awareness training at no additional cost to the County.

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## Incident Service Level Agreement

An Incident is a disruption in the normal information flow or service with the Licensed Software. 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, and for which no workaround exists.
- 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 System to not operate in accordance with specifications but usable with a minimum level of difficulty. This 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 County business activity. This category includes “Incidents” relating to environments other than production.

Incident Response and Resolution. JTI shall respond to requests for technical support received via one of the standard methods of contact (phone, email, and web portal). JTI shall provide a response and resolution based on the category of Incident within the time frames set forth below:

Work Type	Category	Response Goal (via Telephone)	Response Goal (email, internet)	Resolution Goal
Incident	1-Critical	Immediate	4 business hours	ASAP, but no more than 48 hours upon verification of steps to reproduce issue

<b>Work Type</b>	<b>Category</b>	<b>Response Goal (via Telephone)</b>	<b>Response Goal (email, internet)</b>	<b>Resolution Goal</b>
Incident	2-High	Immediate	4 business hours	ASAP, but no more than 60 days upon verification of steps to reproduce issue
Incident	3-Medium	Immediate	4 business hours	ASAP, but no more than 90 days upon verification of steps to reproduce issue
Incident	4-Low	Immediate	4 business hours	ASAP, but no more than 180 days upon verification of steps to reproduce issue

A response within goal is an acknowledgement that JTI has received the Incident Report. It does not mean that the Incident has been satisfied.

Resolution Time does not include any time period(s) during which JTI is waiting on information, clarification, or task completion by the County.

The service level agreements (SLAs) above and throughout this Agreement do not limit the County's available remedies for a material breach of this Agreement.

## **Support Services Staff**

### **Support Manager**

JTI's Support Manager will oversee all support operations. The Support Manager will ensure the right staff are assigned to solve County cases and monitor the progress of each case from the Support Manager's electronic case board. The Support Manager will also manage the training program for new employees and continuing education for current staff.

### **Support Consultants**

JTI Support Consultants will answer and respond to phone calls, emails, and Web Portal requests. They are responsible for case creation and tracking of all incidents and solving most incoming issues on the spot. They will help walk County users through steps, troubleshoot problems, and provide all the information the County needs. When the problem is more complex, the Support Consultant will escalate the issue.

### **Escalated Support**

JTI Escalated Support Technicians are seasoned members of the support team with advanced technical and troubleshooting skills. They assist in solving escalated cases and identify when an issue is categorized as a defect or a configuration issue. They work with Development to fix any defect. In addition, they take an active role in training and coaching the support team.

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## 9. Enhancement Services

JTI will provide Enhancement Services on an as needed basis. The purpose of the Enhancement Services contained in this section of the SOW are for work beyond the scope of work of the Implementation Services and Data Conversion fixed fee services and are beyond the scope of work contained in the Software License, Maintenance, Support and Hosting Agreement signed by JTI and Cook County. The services in this section of the SOW shall include feature and/or functional enhancements (i.e., additions), additional classroom or instructor led training not otherwise provided for as part of the Continuing Education Program outlined in the Support Services Service Level Agreement section above. Enhancement services will include adding new features or functionality to the CCCO's systems. Examples of enhancements are as follows:

- Post go live training services (excluding self service training included in the Continuing Education Program)
- Design review for potential enhancements or custom modifications
- Configuration changes, including configuration changes to accommodate legislative-type updates or changes
- Setup of peripheral devices outside of the scope of the initial implementation
- Custom software modifications, including creation or modification of interfaces, file imports, file exports, and other software development outside of the scope of the initial implementation
- Creation of custom reports
- Any maintenance and support not covered in the scope of the Software License, Maintenance, Support and Hosting Agreement signed by JTI and Cook County

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## 10. Payment and Pricing

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### Payment

Invoices must conform to the terms set forth in Article 5, Section (b) of the Professional Services Agreement.

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### Implementation Services Pay Schedule

County shall pay the above fees on a periodic basis in accordance with the milestones and amounts identified in the matrix set forth in Table 5.3], and the payments shall be in consideration of services satisfactorily rendered by Journal Technologies in completing such milestones and in accordance with any acceptance criteria outlined in the Agreement.

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### Schedule of Compensation

The Schedule of Compensation includes details on pricing and is included in Exhibit II.

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## Appendix 1: Project Change Process

Any change in scope of the project as described in the Statement of Work, or changes that would affect the scope, timeline, resources or cost would be processed using this Project Change Request process. This would include:

- Customizations
- Extensions
- Amendments
- Additional Reporting
- Other Changes

The Project Change Request (PCR) contains a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of resources, time, and/or cost to incorporate the change as well as any other pertinent information. This will allow the County to make a decision whether to approve and incorporate the change into the project or not.

- A Project Change Request (PCR) will be the vehicle for communicating change. The Office of the Cook County Public Guardian PM will provide standard templates to complete for change order requests. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project. It will also include the scope of the change, a description of the activities to be completed as part of the project change request, an outline of the responsibilities of the parties involved and the estimated level of effort (and cost) to complete.
- Designated County representatives shall be authorized on behalf of the County to approve Change Orders that do not increase the cost of the Project or delay the completion of the Project.
- If a change request has an impact on budget or schedule, it will be presented to County's steering committee for approval. The steering committee will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (acceptance or rejection) of the PCR will be documented.
- If approved, a written Project Change Request (PCR) will be signed by both **Vendor** and the County's Project Managers to authorize implementation of the requested change.
- Approved Project Change Requests will be incorporated into the project work plan and assigned to the appropriate resources.
- Upon receiving an approved Change Order, **Vendor** shall promptly commence performing the Services described in the Change Order.

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## Appendix 2: Deliverable Acceptance

All completed project deliverables will be reviewed by **Vendor** project manager and uploaded to the designated project repository/network folder. **Vendor** Project Manager shall notify the County Project Manager and submit a Deliverable Acceptance Certificate.

Upon **Vendor**'s submission of a completed Deliverable, the County shall review the Deliverable and approve it or notify **Vendor** of the discrepancies and errors found in the Deliverable, within the period of days set forth in Section 2 (Scope of Services) for the applicable deliverable, unless otherwise mutually agreed to in writing by the Project Managers of both the parties. The Business Requirements and Design documents will have the period of days set forth in Section 2 (Scope of Services) for approval.

If the County requires revisions to the submitted deliverables, all the required changes shall be collected and consolidated by the County Project Manager into one document and provided to **Vendor** Project Manager within the stipulated time period. **Vendor** shall then revise the Deliverable or satisfactorily explain the reasons for Accepting the Deliverable "as is". Upon receipt of the revised Deliverable or receiving a satisfactory explanation for the deficiencies identified, the County Project Manager will verify that the changes were incorporated and accept the deliverable within fifteen (15) consecutive business days. There shall be no new revisions requested for the deliverable other than those identified previously in the first round.

In the event that neither approval nor feedback from the Office of the Cook County Public Guardian is received within stipulated time period, it would be escalated to a designated County's Steering Committee member for impact on project schedule/cost and risk evaluation. The designated County Steering Committee member shall provide resolution within twenty (20) business days of escalation or we will proceed to the contract dispute resolution process in the master agreement.

### **Project Phase Acceptance:**

Once the Acceptance of all pre-Go Live Deliverables associated with a particular Phase of the project has occurred, the County shall begin using the Software Components in that Phase for Productive Use ("Go Live Date").

**Exhibit 2**

**Schedule of Compensation**

## Exhibit 2

### Schedule of Compensation

#### I. Overall

The following is the summary of pricing for the Agreement:

#	Item	Fees	Quantity	Total Fees
1	Implementation Services*	\$575,000	1	\$575,000
2	Data Conversion*	\$570,000	1	\$570,000
3	License, Maintenance, and Support Fees‡	\$222,500	5^^	\$1,181,283
4	Hosting Services Fees^	\$126,250	5^^	\$670,280
5	Pre-Go Live Hosting**	\$8,395	6	\$50,370
6	Database and Hosted Document Storage Fees	\$30,000	5	\$150,000
7	Additional Travel (at County's option)**	\$6,000	16	\$96,000
8	Enhancement Services**	\$100,000	5	\$500,000
9	Additional Services (if necessary)**	\$200,000	1	\$200,000
<b>Total</b>				<b>\$3,992,933</b>

The following is the estimated payments by contract year:

Item #	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
	Mos 1-12	Mos 13-24	Mos 25-36	Mos 37-48	Mos 49-60	Mos 61-72	Mos 73-78	Mos 1-78
1	\$325,000	\$250,000	-	-	-	-	-	\$575,000
2	\$285,000	\$285,000	-	-	-	-	-	\$570,000
3	-	\$222,500	\$229,175	\$236,050	\$243,132	\$250,426	-	\$1,181,283
4	-	\$126,250	\$130,038	\$133,939	\$137,957	\$142,096	-	\$670,280
5	-	\$50,370	-	-	-	-	-	\$50,370
6	-	\$15,000	\$30,000	\$30,000	\$30,000	\$30,000	\$15,000	\$150,000
7	\$60,000	\$36,000	-	-	-	-	-	\$96,000
8	-	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$500,000
9	\$100,000	\$100,000	-	-	-	-	-	\$200,000
<b>Tot</b>	<b>\$770,000</b>	<b>\$1,135,120</b>	<b>\$489,213</b>	<b>\$499,989</b>	<b>\$511,089</b>	<b>\$522,522</b>	<b>\$65,000</b>	<b>\$3,992,933</b>

\* The Implementation Services and Data Conversion pricing is based on the Consultant's good faith estimation that the Services to be provided pursuant to Exhibit 1 ("Scope of Services") shall be limited to 5,400 hours and an 18-month project duration. In the event that the total hours expended by Consultant exceed 6,000, Consultant may assess additional costs, at Consultant's agreed upon hourly rate, covering the hours expended by Consultant in excess of 6,000; provided that no additional costs may be assessed to the extent the need for excess hours above 6,000 arises due to the action or inaction of Consultant. In the event that the estimated timeline is exceeded, Consultant may assess additional costs corresponding to the time required by Consultant for its resources to reacclimate themselves due to a project delay or extension; provided that no additional costs may be assessed to the extent a project delay or extension is due to Consultant action or inaction. JTI will provide updates to the County when JTI consumes 25%, 50%, 75%, and 90% of the 5,400 hours and within a reasonable time upon request from the County for an update on status of JTI's hours consumed.

‡ Plus applicable CPI increase after first year of License Term. The exact number of Users will be provided to JTI by the County prior to Go Live. The actual fees will be updated based on the number of Users and calculated using the

license and hosting fee tables below. The County shall have the option to increase the number of users at any time with pricing to be pro-rated for the remaining portion of that year. For subsequent years, the County shall have the option to provide updated numbers of users on an annual basis no later than thirty (30) days prior to the anniversary of the Go Live date.

^ Exclusive of Hosted Document storage (See section III.B.2)

^^ For pricing purposes, License, Maintenance and Support Fees and Hosting Services assumed a 3.0% CPI adjustment for each year beginning in year 3. The actual CPI adjustments will be determined in accordance with the terms set forth in Section II.G, below.

\*\*Pre-go live hosting, additional travel, enhancement services, and additional services shall be provided by JTI at the County's option and billed based on actual use at the rates outlined in the appropriate sections below.

## **II. Professional Services Fees Notes and Assumptions:**

**A. Data Conversion:** The parties acknowledge that there must be significant involvement from the County's IT personnel during the data conversions, which are to include:

- Juvenile Case Database AS/400 - \$150,000
- Facility Incident Tracking ("FITS") – MS Access - \$60,000
- Out of Area DB – MS Access - \$60,000
- Foster Parents with Issues – MS Access - \$60,000
- Conflicts DB – MS Access - \$60,000
- CAU DB – MS Access - \$60,000
- Appeals DB – MS Access - \$60,000
- Significant Event Reports/Investigation Packets Pending – MS Access - \$60,000

In the event the County desires to de-scope one or more of these listed conversions, this may be accomplished pursuant to a change order, and the County shall not be charged the associated amount(s) for any de-scoped conversions(s); provided that if non-trivial amounts of work are performed by Consultant on any conversions that are subsequently de-scoped, Consultant may charge County on an hourly basis for such work. Consultant has assumed that the County's IT department, in consultation with Consultant's project team, will complete the mapping and transfer of the legacy data to a common database system provided by County's IT department. From the common database Consultant will insert it into eDefender (the "Licensed Software") thus completing a full data conversion. The County's team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. County shall be responsible for ensuring the cooperation of its other contractors that are counterparties to the conversions. Any additional conversions shall be done pursuant to a subsequent Statement of Work with additional costs.

**B. Native Integrations and Interface Capability:** Consultant warrants that the following native integrations and interface capabilities are to be part of the Licensed Software at no additional cost:

- Support for local desktop scanning (TWAIN/WIA Driver required) - \$0
- Ability to interface with standard APIs - \$0

- Ability to ingest inbound data files - \$0
- MS Active Directory – two-way - \$0
- MS Outlook – one-way outbound - \$0

Interfaces require a willing and capable data exchange partner at any agencies with which the County wishes to interface. Since the County’s IT department, including the contractors that the County’s IT department may engage, would become familiar with the Licensed Software’s API if the County desires that any interfaces be added to the project scope, the County would then be able to assist with and maintain any such desired interfaces; and the County could also develop interfaces on their own or with JTI support. In the event any interfaces are added to the project scope, the County will be responsible for ensuring the cooperation of its other contractors that are counterparties any interfaces. Any additional interfaces to be provided by JTI shall be done pursuant to the Enhancement Services section below or via a subsequent Statement of Work with additional costs.

C. Implementaton Services and Data Conversion Payment Timing: Invoices for Implementation Services and Data Conversion will be tendered by Consultant based on the amounts contained in the Milestone Table in Section 5.3 (“Exit and Entry Criteria for Project Deliverables”) in Exhibit 1 (Statement of Work).

D. Hardware/Equipment/Operating System Software: Consultant does not provide or install hardware or operating system software or provide its maintenance and support.

E. Taxes: The County is exempt from federal excise taxes and Illinois or local sales or use taxes.

F. Travel: JTI travel expenses are incorporated into pricing for implementation services. Travel will be limited and planned as needed and agreed to make the most efficient use of time and resources for the benefit of the project. The Professional Services Fees include the amount of travel defined in the table below.

<u>Phase</u>	<u>Resources</u>	<u>Days Onsite</u>	<u># of Trips</u>
Initiation	1	2	1
Process Engineering	2	6	2
Go-Live Assistance	3-4	4	1
Total		12	4

Additional on-site travel may be made upon County request and JTI agreement, which shall not be unreasonably withheld by JTI. The cost for additional on-site travel would be \$6,000 per JTI visit (which cost presumes 2 resources being provided in such a visit for 3 days of onsite work).

G. Enhancement Services: Consultant will provide Enhancement Services on an as needed basis pursuant to request by the County. These Enhancement Services are outlined in the Enhancement Services Section of the SOW. At the County’s request, Consultant shall provide Enhancement Services on an hourly rate basis or via a mutually agreed upon fixed fee basis. If the County requests that Consultant provide Enhancement Services on an hourly rate basis, Consultant shall provide such services at Consultant’s then-current hourly rate, which is currently \$200. This rate shall remain consistent until Go Live; any subsequent increases to this hourly rate made by

Consultant shall occur no more frequently than Consultant’s hourly rate increases for its other customers and shall occur no more frequently than once per year. The increases shall not exceed the cumulative CPI increase during the intervening periods between any such increases (based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average; 1982-84=100). If the County requests that Consultant provide Enhancement Services on a fixed fee basis, then the County and Consultant shall work together to define the scope of such services and the County and Consultant shall mutually agree on the fixed fee amount. No work shall be performed without written approval by the County for hourly rate Enhancement Services and by both JTI and the County for fixed fee Enhancement Services.

**III. License, Maintenance, Support and Hosting Fees Notes and Assumptions:**

*A. License Maintenance and Support Fees*

1. Number of User licenses: The annual License, Maintenance and Support Fees set forth herein shall provide County with **325 total User licenses** for the Licensed Software (as “User” is defined in the License Agreement). This includes: 250 agency Users (as defined in Section 1.12(a) of the License Agreement), and 50 User licenses (20% of the agency Users) for use by the subset of Users defined in Section 1.12(b) of the License Agreement; and 25 User licenses (10% of the agency Users) for use by the subset of Users defined in Section 1.12(c) of the License Agreement.

2. Increase/Decrease: If the number of agency Users increases or decreases (but subject in all events to a minimum number of 50 total User licenses), the annual License, Maintenance and Support Fees shall be adjusted pursuant to the pricing table set forth below. Each additional agency User license shall require the licensing of 1.3 additional User licenses:

		Annual Maintenance and Support Fees	License, Per License	License, For Group
User Groups*	User Licenses			
1-50	50		\$ 1,000	\$ 50,000
51-100	50		800	40,000
101-200	100		700	70,000
201-500	300		500	150,000
501-1000	500		350	175,000

3. Payment Timing: The first annual License Term shall not begin until Go Live. The annual License, Maintenance and Support Fees for the first year of the License Term are due in advance of Go Live, and for subsequent years of the License Term are due in advance of the anniversary of Go Live for the applicable year of the License Term.

4. CPI Adjustment: An annual CPI adjustment pursuant to the standard outlined in Section G above will automatically be applied to the Annual License, Maintenance and Support Fees for each year of the eDefender License Term.

*B. Hosted Services Fees Notes and Assumptions:*

1. Number of User licenses: The annual Hosted Services fees are likewise calculated on a per-user basis and the fees identified in Section I. are for use of the Hosted Services by **325 User licenses**.

2. Storage: The Hosted Services include 1TB of database storage, with each additional TB priced at \$4,000 annually. Document storage shall be charged in accordance with Licensee’s usage, and pursuant to the table set forth in subsection (a). Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Licensor, which are typically reductions in cost. All hosted document storage fees are non-refundable.

**a. DOCUMENT STORAGE PRICING**

<b>Service</b>	<b>Price per month</b>
Storage – Frequent Access Tier	\$0.093 per GB
Storage – Infrequent Access Tier	\$0.055 per GB
Storage – Archive Access Tier	\$0.0278 per GB

*\*Storage usage is calculated in binary gigabytes (GB), where 1GB is 1,073,741,824 bytes. This unit of measurement is also known as a gibibyte (GiB), defined by the International Electrotechnical Commission (IEC)*

3. Payment Timing.

a. Annual Hosted Services Fees. Like the annual License, Maintenance and Support Fees, the Annual Hosted Services Fees for the first year of the License Term are due in advance of Go Live, and for subsequent years of the License Term are due in advance of the anniversary of Go Live for the applicable year of the License Term.

b. Hosted Document Storage. Licensor shall bill Licensee for Document Storage at the end of each year of the License Term; provided, however, that Licensee’s total Document Storage usage reaches a threshold of two (2) TB, Licensee will begin receiving monthly invoices for Document Storage. The storage threshold determining the timing of Licensee payments (annually or monthly) is subject to change throughout the course of the Agreement upon 30 days’ notice. Licensee has the option to pay these fees via invoice, or, at Licensee’s election, an automatic payment mechanism can be provided by Licensor.

4. Increase/Decrease. If the number of agency Users increases or decreases, the annual Hosting and Storage Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual Hosting and Storage Fees of \$40,000:

User Groups*	User Licenses	Annual Hosting Fees (excluding document storage)	
		Per License	For Group
1-50	50	\$ 800	\$ 40,000
51-100	50	500	25,000
101-200	100	300	30,000
201-500	300	250	75,000
501-1000	500	200	100,000

\*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

5. CPI Adjustment. Payment of the Annual Hosting and Storage Fees shall be subject to the same payment schedule as the annual License Fees and shall also be subject to an annual CPI increase adjustment pursuant to the standard outlined in Section G above. For the avoidance of doubt, Licensee shall continue to pay both the annual License, Maintenance and Support Fees and the Annual Hosting and Storage Fees.

6. Pre-Go-Live Hosting. In addition to the annual Hosting and Storage Fees that will be charged during the eDefender License Term as set forth above, if Licensee elects to have Licensor host the data conversion testing environment during the eDefender project implementation phase prior to eDefender Go Live, then Licensee shall pay Licensor a monthly fee of \$8,395/month for such hosted services provided prior to eDefender Go Live, which amount shall be subject to an annual CPI increase pursuant to the standard outlined in Section G above for each 12-month period of pre-Go Live hosting after the first 12-month period. The monthly fees for such pre-Go Live hosting services (which shall be pro-rated for any partial month) shall be payable monthly beginning at the time such services are provided.

## **Exhibit 3**

### **Information Technology Special Conditions**

**Exhibit 3**  
**Cook County Information Technology Special Conditions (ITSCs)**

**1. DEFINITIONS FOR special conditions**

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

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

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“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 County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“Contractor Intellectual Property”** means all Intellectual Property owned or licensed by Contractor in connection with this Agreement.

1.7. **“Contractor IP Materials”** means all IP Materials owned or licensed by Contractor in connection with this Agreement.

1.8. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.9. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and 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.

1.10. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.11. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.12. **“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.

1.13. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but

not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.14. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.15. **“Deliverable”** has the same meaning as “Deliverable” as defined in the County’s Professional Services Agreement.

1.16. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.17. **“Intellectual Property”** or **“IP”** 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.

1.18. **“Malware”** 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.

1.19. **“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).

1.20. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable 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) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.21. “**Protected Health Information**” or “**PHI**” has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.22. “**Services**” has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement.

1.23. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

1.24. “**Licensed Software**” has the same meaning as defined in Article 3 of the County’s Professional Services Agreement.

## **2. SERVICES AND DELIVERABLES**

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

2.2. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. **Resources Necessary for Services.** Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement. For the avoidance of doubt, in order to access and use the Deliverables, namely the cloud-hosted Licensed Software, County will need to provide certain equipment, Software, and resources as specifically identified in Attachment A (“Hosted Services”) to Exhibit 4 (“License, Maintenance and Support and Hosting Agreement”).

## **3. LEGAL COMPLIANCE**

3.1. **Public Records Laws.** Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention;(b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. **Data Protection Laws.** Contractor will comply with all applicable Data Protection Laws.

3.3. **Export Laws.** Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. **Protected Health Information.** If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. As of the effective date of this Agreement County does not contemplate that Contractor will have access to Personal Health Information; in the event that this changes and County does contemplate that it will have need for Contractor to access Personal Health Information, County will first notify Contractor and allow a reasonable amount of time for the parties to enter into the referenced Business Associate Agreement.

3.5. **Criminal Justice Information.** If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County. See Exhibit 4, CJIS Security Policy Addendum.

3.6. **Reserved.**

3.7. **Cardholder Data.** If Contractor will have access to complete Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

3.8. **Illinois Juvenile Court Act.** Contractor acknowledges that it will have access to information that is confidential under the Illinois Juvenile Court Act of 1987, 705 ILCS 405/ (“JCA”), and agrees to comply with the confidentiality requirements of the JCA and maintain the confidentiality of such records, including the requirements that juvenile court records may never be disclosed to the general public or otherwise be made widely available.

3.9. **Illinois Mental Health and Developmental Disabilities Act.** Contractor acknowledges that it will have access to information that is confidential under the Illinois Mental Health and Developmental Disabilities Act, 405 ILCS 5/, and agrees to comply with the confidentiality requirements of this Act and maintain the confidentiality of such records.

#### **4. WARRANTIES**

4.1. **Contractor Materials and Third Party IP.** Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. **Reserved.**

4.3. **Open Source Materials.** Contractor represents and warrants that all open-source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open-source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. **Access to County 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 County’s access to and retrieval of County Data. County acknowledges that it will not have direct or privileged access to the hosting infrastructure itself as a part of this Agreement.

4.5. **Malware.** Contractor represents and warrants that it has not and will not introduce or cause

to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into the Licensed Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) promptly notify the County in writing within 24-48 hours, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

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

4.7. Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all the terms set forth in Attachment A (“Hosted Services”) to Exhibit 5 (“License, Maintenance and Support and Hosting Agreement”), and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

## **5. INTELLECTUAL PROPERTY**

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. To the extent County may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of the Agreement to use, copy, maintain, modify, enhance and create derivative works of the County’s Intellectual Property and County IP that are necessary for performing the Services, and that are explicitly identified in writing by the County’s CIO, for the sole purpose of performing the Services pursuant to this Agreement. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. 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.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) 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 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

5.4. Software Licenses. This Agreement (including the License Agreement attached as Exhibit 5 hereto) contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

## **6. COUNTY DATA AND CONFIDENTIALITY**

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon termination of this Agreement, Contractor must promptly return all requested County Data to the County or its designee in MS-SQL or in a format that meets industry standards at the time of the transfer, or other mutually agreed upon format. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also, upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data in Contractor's possession, and sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised. Cloud infrastructure provider AWS shall destroy County Data in accordance with its policies, which are found at <https://aws.amazon.com/compliance/data-center/controls>; and upon County request, Contractor must provide County with a certificate of destruction of County Data in Contractor's possession in compliance with NIST Special Publication 800-88.

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

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within 24-48 hours; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character.

## **7. DATA SECURITY AND PRIVACY**

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must

implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and consistent with the terms set forth in Attachment A (“Hosted Services”) to Exhibit 5 (“License, Maintenance and Support and Hosting Agreement”).

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the more rigorous of the level and scope required of (a) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; or (b) then-current NIST 800-series standard and successors thereto; or (c) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized in this Agreement. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of JTI personnel having access to County Data and the level of such access and will seek to provide County with an updated list of AWS personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest 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, consistent with the terms set forth in Attachment A (“Hosted Services”) to Exhibit 5 (“License, Maintenance and Support and Hosting Agreement”). Contractor must not deviate from this encryption requirement without the advance, written approval of the County’s Information Security Office.

7.6. Maintenance and Support. Contractor must provide to County, without charge, the timely application of any upgrades to the Licensed Software (such updates referred to and defined in the License Agreement as “Maintenance”) required for the Licensed Software that are generally available to third parties entitled to receive Maintenance from Contractor, provided that County has paid all applicable License, Maintenance and Support Fees described in Section 2.2.2 of the License Agreement. 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 Contractor. Contract shall also provide technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes, and troubleshooting (collectively, “Support”) in keeping with the terms of the License Agreement.

7.7. 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 Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information; provided that County acknowledges the Licensed Software will be configured at the direction of County, such that County will primarily make decisions more nearly bearing on such collection.

## **8. DATA BREACH**

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than 24-48 hours following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail, to the extent known to Contractor, the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details, to the extent known or reasonably knowable by Contractor regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is responsible for: (a) investigating and resolving any data privacy or security issue, including, at the County's option, assisting with identifying affected persons and the extent of the breach for those affected persons; (b) providing County with a root cause analysis of the breach, (c) recovering affected data or information, to the extent possible, and (d) provide County with a corrective action plan acceptable to County. County acknowledges that for issues arising due to the underlying AWS infrastructure, Contractor may have limitations to the extent it can perform the foregoing responsibilities, but in all contexts, Contractor will perform the responsibilities with all commercially reasonable means.

8.3. Notice to Impacted Parties. County has the sole right to determine and will be responsible for (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation but subject to Article 9.b ("Remedies") of the Services Agreement, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

## **9. AUDIT RIGHTS**

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once

annually and at its sole cost and expense, provide to the County and its auditors upon County's request therefor, a SOC 2, Type II report, or equivalent, for all Contractor operations pertaining to systems or products that contain County Data. Contractor must promptly make available to the County, upon County's request therefor, the results of any SOC-2, or equivalent, 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.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

## **10. EXIT ASSISTANCE**

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

## **11. MISCELLANEOUS**

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. 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 will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

## **12. EPIDEMIC DISRUPTION**

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40 business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Article 10(g) (*Cooperation*); and (b) nothing in this Section 12 limits either party's rights set forth in PSA Article 10 (l) (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i)

that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

**Exhibit 4**

**CJIS Security Addendum**

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

Brian Cardile

DocuSigned by:  
*Brian Cardile*  
5B28543AE90F497...

11/18/2024

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

Journal Technologies, Inc.

Corporate Secretary

\_\_\_\_\_  
Organization and Title of Contractor Representative

**Exhibit 5**

**SOFTWARE LICENSE, MAINTENANCE SUPPORT AND HOSTING  
AGREEMENT**

## **Journal Technologies, Inc.**

### SOFTWARE LICENSE, MAINTENANCE SUPPORT AND HOSTING AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE, SUPPORT AND HOSTING 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 the Office of the Public Guardian (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 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **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.

1.4 **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.

1.5 **Licensed Software** means the proprietary computer software program or programs, eDefender, together with all related Documentation.

1.6 **License, Maintenance and Support 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, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;
- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
  - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
  - (b) take appropriate steps to ensure the accuracy of Customer Data;
  - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
  - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **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.

1.9 **Services Agreement** means that certain Services Agreement between Licensor and Licensee, to which this Agreement is an exhibit thereof, of even date herewith.

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

1.11 **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.

1.12 **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, or (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal 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 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 through its public portal (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, Maintenance and Support Fees for such Users 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, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of initial Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such Go Live 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, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of final Go Live (the "**License Term**"), and thereafter Licensee shall have the option to extend the Agreement for two successive one-year periods (the "**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, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Services Agreement Exhibit 2 – Schedule of Compensation, 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, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit 2. 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, Maintenance and Support Fees, calculated according to Exhibit 2, 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 knowingly permit any 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 shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 (“Licensor’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a 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 Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. 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”) a copy of which is attached as Attachment B (“SOURCE CODE ESCROW AGREEMENT”)
- ii. All of the Licensed Software in source code form, including any update or revision to the software, and all documentation and instructions necessary to maintain, duplicate, compile 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 off Licensor's escrow Agent.

2.2.7 Hosted Services. Licensee desires for Licensor to provide hosted services for the Licensed Software; such services are subject to the terms and conditions set forth in Attachment A ("HOSTED SERVICES"), and to Licensee's payment of the requisite hosting and storage fees referenced therein and set forth in Exhibit 2 for all periods during which Licensor provides Hosted Service, in addition to Licensee's payment of the License, Maintenance and Support Fees in accordance with Section 2.2.2 and Exhibit A.

### 3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support 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. For the avoidance of doubt, Licensee elects when it wishes to apply provided Maintenance to the Licensed Software. Provided that (1) the Maintenance was offered at no additional cost and does not materially degrade the functionality of the Licensed Software, (2) Licensee was previously notified of the availability of the Maintenance, and (3) Licensee had a reasonable time period to adopt the current version, if Licensee elects not to apply Maintenance such that Licensee is not using one of the two (2) most recent generally available versions of the Licensed Software, and then Licensee requires assistance from Licensor in applying Maintenance to upgrade to a newer version, any such assistance will be provided pursuant to a Statement of Work governed by the terms of the Services Agreement between the parties.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Licensor using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within one (1) hour of first contact. 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, provided that (1) the upgrade was offered at no cost and does not materially degrade the functionality of the Licensed Software, (2) County was previously notified of the upgrade, and (3) County had a reasonable time period to adopt 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 to the extent caused by County hardware limitations or failures, County network infrastructure, County operating system problems, County operator errors, errors with interfaces attributable to changes made or problems arising on County's side of a given interface or other County software.

3.2.1 Transition Support for 90 Days Following Go Live. For a period of ninety (90) days following Go Live, Support for the Licensed Software shall be available to County from the Contractor's implementation personnel who provided the Services described in Exhibit 1 (Statement of Work) of the overall Contract. During this period, Contractor's implementation personnel shall promptly provide Support to County to resolve the following categories of errors: (a) "Critical" (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); (b) "High" (a fault that causes the Licensed Software to not operate as accepted at Go Live, but the Licensed Software remains usable with a moderate level of difficulty); and (c) "Medium" (a fault causing the Licensed Software to not operate as accepted at Go Live, but the Licensed Software remains usable with a minimum level of difficulty). Other general assistance shall be available from the implementation personnel; provided, for the avoidance of doubt, that in no event shall transition Support include or be deemed to include changes to the configuration of the Licensed Software,

### 3.3 Conditions to Receive Support.

3.3.1 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.

3.3.2 Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond the scope of this Agreement may be provided pursuant to a Statement of Work governed by the terms of the Services Agreement between 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 to the extent the failure to perform is the result of (a) the use of any non-current version (or the most recent previous version) of the Licensed Software where Licensor offered Licensee the current version at no additional cost, Licensee was afforded a reasonable timeframe to upgrade to the current version, and the current version meets performance requirements in all material respects, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software provided such modification was not recommended, provided or authorized by Licensor, (d) any use of the Licensed Software in breach of this Agreement. 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 pro-rated refund of prepaid License, Maintenance and Support Fees calculated from the date the utilization was materially impaired due from Licensor to Licensee within 15 days of the effective date of the termination).

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 WITH REGARD TO THE LICENSED SOFTWARE STATED WITHIN THE SERVICES AGREEMENT AND 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. CONFIDENTIALITY

5.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials 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 any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

5.2 Licensor's Responsibilities. Licensor shall implement industry standard measures, as detailed in Attachment A – Hosted Services Exhibit, designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 24 to 48 hours. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

5.3 Confidentiality Breach. In the event Licensor breaches any of its obligations under this Section 6 ("Confidentiality"), the Licensor shall indemnify, defend 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 such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

5.4 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 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, including disclosures made by Licensee in accordance with the Illinois Freedom of Information Act (5 ILCS 140).

## 6. TERM AND TERMINATION

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

### 6.2 Termination by Licensor.

6.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of undisputed amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

6.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Services 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, subject to the requirements of Article 6 of the Services Agreement.

6.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Services Agreement) 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. If Licensee terminates under this Section, Licensor shall, within 15 days, provide Licensee with a pro-rated refund of pre-paid Annual License, Maintenance and Support Fees calculated from the date of termination.

6.4 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. In addition, the confidentiality obligations of the parties in Section 5 (“Confidentiality”) shall survive the termination of this Agreement.

## 7. GENERAL

7.1 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.

7.2 Control of Defense. All indemnification obligations under this Agreement (and the Services Agreement) are conditioned upon (i) prompt written notice by the indemnified party to the indemnifying party upon 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.

*[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: Danny Hemnani, CEO

**COUNTY OF COOK, ILLINOIS:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

## **ATTACHMENT A HOSTED SERVICES**

**Licensor Hosting.** In consideration for Licensee’s payment to Licensor of the Annual Hosting and Storage Fees (in addition to the Annual License, Maintenance and Support Fees) set forth on **Exhibit 2**, Licensor will provide Licensed Software hosted services (the “**Hosted Services**”), which Licensee may access via a secure Internet connection.

**Definitions.** Capitalized terms used and not otherwise defined in this **Attachment A** shall have the respective meaning given to them in the Agreement.

**Licensor Responsibilities.** Licensor’s responsibilities with respect to the Hosted Services are as follows:

- a. Provide Software as a Service (SaaS) for the hosting of Licensee data, in keeping with the definition of SaaS set forth in NIST Special Publication 800-145.
- b. Provide Maintenance of the Hosted Services.
- c. Provide services as described in this **Exhibit A**.
- d. Licensor shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results solely from Licensee’s failure to comply with subparagraph b. below under the heading “Licensee Responsibilities.”

**Licensee Responsibilities.** Licensee’s responsibilities with respect to the Hosted Service are as follows:

- a. Pay the Annual Hosting and Storage Fees listed in **Exhibit 2**.
- b. Provide a secure internet connection between Users and the hosted environment that meets necessary bandwidth requirements.
- c. Licensee is solely responsible for any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User’s account credentials directly from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) promptly notify Licensor of any unauthorized use of any password or account or any other known or suspected breach of security; (B) promptly report to Licensor and use commercially reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.
- d. Accept that Licensee and any and all third parties associated to the Licensee (i) will never have direct, privileged access to Licensor’s hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc) and accordingly (ii) are restricted from installing or requiring installation of third-party software.

- e. Accept that each hosted instance allows for one (1) terabyte of database storage. Licensee will be notified when database storage usage thresholds exceed 80% of the then available storage and the database storage will automatically be expanded in accordance with **Exhibit 2**. Additional database storage may be pre-purchased at any time.
- f. Accept that each hosted instance allows for one (1) production environment and one (1) auxiliary environment. Additional environments requested by Licensee shall be subject to additional costs.
- g. Have and maintain the following workstation configuration requirements:

<b>Component</b>	<b>Minimum Specification</b>
<b>Processor</b>	1 @ 2.0 Ghz or faster
<b>Hardware</b>	Mouse/trackpad, keyboard
<b>Memory</b>	4 GB minimum (8+ GB preferred)
<b>Monitor Size</b>	Minimum resolution: 1600x1200
<b>Video Card</b>	Standard
<b>Disc space</b>	100 GB minimum
<b>Network</b>	Secure internet connection
<b>Operating system</b>	Supported OS from Microsoft or Apple
<b>Other required software and versions</b>	Supported browser versions of Licensee's choice from the following list: Microsoft IE, Microsoft Edge, Firefox, Google Chrome, Apple Safari. Java Runtime Environment 8 only for automated printing and scanning.
<b>Third-party applications and versions, what they are used for</b>	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format)

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage*. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.
- c. *Critical Security Maintenance*. The Hosted Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Licensee in the event a critical software vulnerability needs to be patched.

Licensor leverages world class cloud infrastructure provider Amazon Web Service (AWS) to host Licensee data and software. AWS provides state-of-the-art compute power, storage and security. Licensor's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

## **DATABASE STORAGE**

One terabyte (TB) of database storage is included with the hosting service. Additional database storage is always available and is automatically provisioned when required. At the end of the current billing period, Licensor compares the actual storage Licensee is using to the contracted amount and both (i) adjusts the storage cost for the next period and (ii) may retroactively bill the Licensor for the actual usage, per the database storage rate table in **Exhibit 2**.

Copies of the systems database are available upon request for a transfer fee of \$300 dollars and are provided as an MS SQL Backup file. Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

## **DOCUMENT STORAGE**

Licensor provides on-demand document storage to meet the Licensee's document management requirements. Licensor leverages world-class document storage solution AWS to store documents. Licensees are billed for the storage they use ("pay as you go") with no storage caps. The system is designed to optimize Licensee storage costs by automatically moving documents and objects to cost-effective access tiers without little performance impact or operational overhead.

Document storage incorporates three access tiers: *Frequent Access*, *Infrequent Access*, and *Archive Access*. Documents that have not been accessed for a minimum 30 days are automatically moved to the *Infrequent Access* tier. Documents that have not been accessed for a minimum 90 days are automatically moved to the *Archive Access* tier. If the Document is requested, it will be moved back to the *Frequent Access* tier and the lifecycle begins again.

Licensees can store any number of documents and are automatically billed according to the rate table in **Exhibit 2**. Each document object can be up to 5 TB in size and is replicated automatically across multiple data centers for redundancy. All objects are versioned protecting data from the consequences of unintended overwrites and deletions.

Copies of the systems complete document file store are available upon request for a transfer fee of \$40/Day + \$0.20 USD/GB with a minimum of 10 calendar days to complete extraction. Shipping and handling will be added. For this extraction, all documents and other digital files stored in the case management system will be copied to an encrypted hard drive and delivered via a certified carrier. Transfer fee is subject to price change throughout the course of this agreement upon 60 days prior notice.

## **SECURITY**

**Secure Hosted Environment** - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

**Data Security** – Journal Technologies builds our hosted solution to meet data security standards and best practices set forth by the US Department of Justice Criminal Justice Information Services (CJIS) Security Policy. We also reference *Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5* a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest - The database in our hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit - Journal Tech customers are hosted in AWS GovCloud (US). The connection to Licensee's location is established using a site-to-site virtual private network (VPN) or over HTTP over TLS (HTTPS). When CJIS is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

**Security Testing** – Licensor runs nightly vulnerability scans on our hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server a named user never uses, accounts running scripts they previously did not, etc.

Licensor undergoes monthly, internal penetration and vulnerability tests across our product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

**Security Breach** - A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Journal Technologies will follow its Security Incident Response Plan. If a verified security breach occurs Journal Technologies will promptly notify client IT representatives or CSO.

## **SOC 2 Type 2**

Licensor has completed a System & Organization Control (SOC) 2 Type 2 audit, an independent third-party examination of Licensor's information security controls. Licensor will make available to Licensee SOC reports upon Licensee's request therefor, at least annually, subject to the

confidentiality provisions of this Agreement and any other procedures Licensor and County mutually agree is necessary to protect the security of such reports.

#### **DATA OWNERSHIP**

All the hosted Customer Data remains Licensee's property during and after the lifetime of the hosting contract. Licensor interaction with Customer Data strictly limited to supporting Licensee's operation.

#### **DATABASE BACKUPS AND DISASTER RECOVERY**

We backup your production database every two hours to redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. We maintain fourteen days of archival data backup.

This gives us a Restore Point Objective (RPO) of two hours or less.

We snapshot your running Compute Instances (CI) once every 24 hours and rotate the CI backups every 14 days.

All backups and snapshots are encrypted at rest.

In a disaster scenario, should your compute instances in the primary availability zone cease to respond for two hours we begin to restore from backups and snapshots to a different availability zone.

Our DR Restore Point Objective (RPO) is two hours or less and our Recovery Time Objective (RTO) is twenty-four hours or less

#### **CLOUD MAINTENANCE**

Journal Tech (i) installs operating system (OS) updates as needed during maintenance windows and (ii) install critical OS updates within 24-48 hours of a CVSS score of 7 or above.

**ATTACHMENT B**  
**SOURCE CODE ESCROW AGREEMENT**

**Exhibit B - Source Code Escrow Agreement**



**IS2ex**

**Software Escrow Agreement**

This Agreement is between the Depositor and InnovaSafe.  
Licensees are enrolled as a Beneficiary.

**Use This Agreement if:**

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
  - Complete client service
  - Fees Locked For the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or  
Live Online Support at [www.innovasafe.com](http://www.innovasafe.com)**

This Software Source Code Escrow Agreement (“Agreement”), number 2738, effective as of the date signed by the Depositor (“Effective Date”), is made and entered into by InnovaSafe, Inc. (“InnovaSafe”), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Journal Technologies, Inc. successor in interest to Sustain Technologies, Inc. (“Depositor”), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

## 1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

“*Beneficiary*” means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

“*Beneficiary Enrollment Form*” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

“*Designated Beneficiary*” means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

“*Description of Escrow Deposit*” means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

“*Escrow Deposit*” or “*Deposit*” means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

“*License Agreement*” means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

“*Replacement*” means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

“*Software*” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

“*Source Code*” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

“*Update*” means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

## 2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

### 3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

#### **4. DEPOSIT RELEASE PROCEDURES**

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

## 5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

## 6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

## 7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

## 8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

## 9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative (“Designated Representative”) identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively “InnovaSafe”) from and against any losses, claims, damages, judgments, assessments, costs

and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

**10. NOTICES**

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, <http://www.innovasafe.com/update.html>.

**DEPOSITOR:**

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1 <sup>st</sup> . St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	<del>c/o claudia_nading@dailyjournal.com</del> maryjoe.rodriguez@dailyjournal.com
Purchase Order (if applicable):	NA

**INNOVASAFE, INC.**

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA  
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA  
Phone: USA Direct: 1-800-239-3989  
International Direct: 1-661-310-1810  
Facsimile: 1-661-295-5515  
eMail: clientservices@innovasafe.com

**BENEFICIARY:** As set forth in Exhibit B or Exhibit Bns.

**11. MISCELLANEOUS PROVISIONS**

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: Gerald L. Salzman  
Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY: John J. Stulman  
Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

**EXHIBIT A  
DESCRIPTION OF DEPOSIT  
INNOVASAFE ACCOUNT # 2738**

**THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT:  
28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA**

The Ex. A can also be completed online at: <http://www.innovasafe.com/exhibitA.html>

**DEPOSITOR CONTACT INFORMATION:**

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

**TYPE OF DEPOSIT (REQUIRED): \*Please Check Only One Box**

Initial Deposit    Update Deposit    Replacement Deposit

**IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):**

Return   OR    Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

All or Specific Deposits (list here): \_\_\_\_\_

**EXHIBIT B  
BENEFICIARY ENROLLMENT FORM  
INNOVASAFE ACCOUNT # 2738**

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement").

**BENEFICIARY INFORMATION:**

\*This contact person will receive ALL deposit and update deposit notifications.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): \_\_\_\_\_

**DEPOSITOR INFORMATION:**

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

**PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:**

<b>See Ex. "C" Schedule of Fees</b>	<b>Party responsible for:</b>	<input type="checkbox"/> Depositor	<b>Party responsible for:</b>	<input type="checkbox"/> Depositor
	Annual Deposit fee:	<input type="checkbox"/> Beneficiary	Annual Beneficiary fee:	<input type="checkbox"/> Beneficiary

**Invoicing Contact (**Required**):**

<b>Depositor:</b>	<b>Beneficiary:</b>
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
<b>Please return this form to:</b>	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

**EXHIBIT BNS  
BENEFICIARY ENROLLMENT FORM  
INNOVASAFE ACCOUNT # 2738**

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

**BENEFICIARY INFORMATION:**

\*This contact person will receive the Beneficiary enrollment notification.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

**PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:**

**DEPOSITOR INFORMATION:**

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): \_\_\_\_\_

Date: \_\_\_\_\_

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary	Party responsible for: Annual Beneficiary fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

**Invoicing Contact (Required):**

<b>Depositor:</b>	<b>Beneficiary:</b>
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
<b>Please return this form to:</b>	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

**EXHIBIT C**

**SCHEDULE OF FEES**

**INNOVASAFE ACCOUNT #2738**

<b>Set Up Fee</b>	<b>No Fee</b>	
<b>Traditional Escrow Annual Deposit Fee*</b>		
▪ <b>1<sup>st</sup> Product</b>	<b>\$675</b>	
▪ <b>Additional Products – per product</b>	<b>\$350</b>	
▪ <b>Included Benefits and Services</b>		
○ 4 Free Updates/Replacements		
○ Physical or Electronic Deposits		
○ Deposit Notification – all parties		
<b>Annual Beneficiary Fee</b>	<b>\$200</b>	
<b>Dynamic Escrow Option</b>		
▪ Annual Fee – Per Vault	<b>\$995</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Basic Report	<b>No Fee</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Detailed Report	<b>\$95 per report</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Optional Benefits and Services (annual fee)</b>		
▪ Unlimited Updates	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Dual Vaulting	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Account Status Reports - Quarterly	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Deposit Tracking - Quarterly	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ SafeAccess (24/7) Online Deposit History Only	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ FullAccess (24/7) Online Comprehensive	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ L1 Deposit Verification – Limited Only	<b>\$200</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Additional Optional Services</b>		
▪ L2 Verification – File Analysis – per check	<b>Quote Only</b>	
▪ L3 Verification – Comprehensive – per check	<b>Quote Only</b>	
<b>Release Request Fee – per request</b>	<b>\$200</b>	

*\*One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

**EXHIBIT D**  
**BENEFICIARY ACKNOWLEDGEMENT FORM**  
**INNOVASAFE ACCOUNT # 2738**

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Journal Technologies, Inc. as Depositor, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of \$ \_\_\_\_\_ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

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**BENEFICIARY INFORMATION:**

Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): \_\_\_\_\_

---

**PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:**

**BY FIRST CLASS MAIL:**

**INNOVASAFE, INC.**  
**PO BOX 800256**  
**VALENCIA, CA 91380-0256 USA**

**BY COMMERCIAL COURIER**

**INNOVASAFE, INC.**  
**28502 CONSTELLATION ROAD**  
**VALENCIA, CA 91355**

**BY FACSIMILE:**

**1-661-295-5515**

**Exhibit 6**

**Minority and Women Owned Business  
Enterprise Commitment**



## Memorandum

Date: February 18, 2025 (**Revised 03/06/2025**)

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

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

RE: Contract No.: 2210-05241  
 Juvenile Case Management System  
 Public Guardian Office

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

Contractor: Production Journal Technologies  
 Contract Value: \$3,405,411.00  
 Contract Term: March 3, 2025 – March 2, 2030, plus two (2) one (1) year renewals  
 Competitive Bid – Goods and Services  
 Contract Goal: 35% MWBE

**Original Contract Utilization Plan (Based on Contract Value of \$3,405,411.00)**

<u>MWBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
<u>SLG Innovation, Inc</u>	<u>MBE – AA M</u>	<u>City of Chicago</u>	<u>7.5%</u>
		<b>MBE Total</b>	<b>7.5%</b>

The Center of Business Enterprise Development has been advised by the Requesting Department that no other bidders are being recommended for the award. Partial MWBE Waiver Granted. The specifications and necessary requirements for performing the contract make it economically infeasible to divide the contract to enable the contractor to further utilize MBEs and/or WBEs in accordance with the applicable participation. There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. For this utilization plan, Production Journal Technologies is committing to 7.5% participation on the \$3,405,411.00 using their subcontractor SLG Innovation, INC. The waiver review committee recommended granting a partial MBE/WBE waiver of 27.5% on February 19, 2025.

JC/db/ma

CC: Anna Epps, OCPO  
 Janet Barnes, Public Guardian  
[www.cookcountyil.gov](http://www.cookcountyil.gov)





February 4, 2025

**Justification for Partial Waiver of MBE/WBE Goal**

To Whom It May Concern:

This letter serves as justification in support of a partial waiver for Journal Technologies, Inc. (JTI) of the Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) goal for our project to deliver a case management software solution to the Cook County Public Guardian.

Due to the inherent nature of software delivery, which involves handling sensitive and proprietary information, there are limited aspects of the work that can logically and securely be outsourced to subcontractors. Services related to the licensure, maintenance, support and hosting of the intended software system (following implementation and go live) entail intimate knowledge of JTI's proprietary software and operational security measures, and these are therefore only performed by JTI personnel. These services represent a substantial majority of the overall contract's value (estimated to be \$2.05M out of the contract's expected \$3.4M).

However, JTI is glad to partner with a Cook County MBE, SLG Innovation, Inc., to subcontract a substantial portion of the professional services involved in the software implementation, namely data conversion services. JTI anticipates compensating SLG \$255,000 for these services, which represents just under a quarter of the professional services fees set out in this contract and roughly **7.5% of the overall contract value**.

This specific level of participation was detailed in our initial proposal and was reviewed and accepted by the County. While we remain committed to supporting the goals of the MBE/WBE program, the structure and security requirements of this project significantly limit the potential for additional subcontracting opportunities. But any additional services that arise and are suitable for subcontracting will be carefully evaluated for potential MBE/WBE participation.

For these reasons, we respectfully request a partial waiver of the MBE/WBE goal, recognizing that the nature of the work inherently limits subcontracting opportunities while still ensuring meaningful participation through the subcontracted data conversion services.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Cardile'.

Corporate Secretary, Journal Technologies, Inc.

[bcardile@journaltech.com](mailto:bcardile@journaltech.com)

Enclosures Follow

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

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: SLG Innovation, Inc.

Address: 110 N. Wacker Drive, Suite 2500, Chicago, IL 60606

E-mail: edburns@slginnovation.com

Contact Person: Ed Burns Phone: (630) 803-2009

Dollar Amount Participation: \$ \$255,000

Percent Amount of Participation: 7.5% %

\*Letter of Intent attached?      Yes       No

\*Current Letter of Certification attached?      Yes       No

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

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

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

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

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

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

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

\*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

MWBE Firm: SLG Innovation Inc.  
Contact Person: Ed Burns  
Address: 110 N. Wacker Drive, Suite 2500  
City/State: Chicago, IL Zip: 60606  
Phone: 630-803-2009 Fax: 866-349-0026

Certifying Agency: City of Chicago  
Certification Expiration Date: 11/15/2025  
Ethnicity: African American  
Bid/Proposal/Contract #: \_\_\_\_\_  
FEIN #: 27-3060396

Email: EdBurns@SLGInnovation.com

Participation:  Direct  Indirect

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

Data Conversion Services

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

\$255,000/7.5% Net 30

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.

ED BURNS  
Signature (MWBE)  
ED BURNS  
Print Name  
SLG INNOVATION  
Firm Name  
2/27/2025  
Date

BRIAN CARDILE  
Signature (Prime Bidder/Proposer)  
BRIAN CARDILE  
Print Name  
JOURNAL TECHNOLOGIES  
Firm Name  
2/7/25  
Date

Subscribed and sworn before me  
this 27 day of January, 2025  
Notary Public Amy Castillo

Subscribed and sworn before me  
this 7<sup>th</sup> day of February, 2025  
Notary Public Jessica Mejia



SEAL



SEAL

**I. POLICY AND GOALS**

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

<b>Contract Type</b>	<b>Goals</b>	
	<b>MBE</b>	<b>WBE</b>
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [thirty-five percent (35%)].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the

work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.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.cookcountyl.gov/contractcompliance](http://www.cookcountyl.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, withholding of payments or other remedies in law or equity.

## **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

## **Exhibit 7**

### **Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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

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

<b>PRODUCER</b> IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com                      0H64724	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (626) 799-7000 <b>FAX (A/C. No.):</b> (626) 583-2117 <b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E: Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F: CanopiUS Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D:		INSURER E: Lloyd's of London	15792	INSURER F: CanopiUS Insurance, Inc.
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<b>INSURED</b> Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

**COVERAGES**

CERTIFICATE NUMBER: 83489307

REVISION NUMBER:

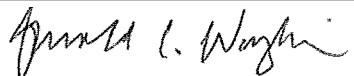
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS	<input checked="" type="checkbox"/>		72UENCM4716	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		<input checked="" type="checkbox"/>	72XHUBLODT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	72WEBL0D60	1/1/2025	1/1/2026	<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
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

Re: Operations of the Named Insured  
 GL & Auto Additional Insured applies per HG00010916 & HA99161221 attached, only if required by written contract/agreement.  
 GL & Auto Primary & Non-Contributory Wording apply per HG00010916 & HA99161221 attached.  
 GL, Auto & WC Waivers of Subrogation apply per HG00010916, HA99161221 & WC000313 attached.  
 Additional Insured(s): Cook County, its officials, employees and agents

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Attn: Office of the Chief Procurement Officer (OCPO) 161 N. Clark Street, Room 2300 Chicago IL 60601	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  Ron Wanglin

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ACORD 25 (2016/03)

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**Exhibit 8**

**Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

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<b>File #:</b>	25-1416	<b>Version:</b>	1	<b>Name:</b>	Juvenile Client Case Management System
<b>Type:</b>	Contract (Technology)	<b>Status:</b>		<b>Status:</b>	Approved
<b>File created:</b>	2/6/2025	<b>In control:</b>		<b>In control:</b>	Board of Commissioners
<b>On agenda:</b>	3/13/2025	<b>Final action:</b>		<b>Final action:</b>	3/13/2025
<b>Title:</b>	PROPOSED CONTRACT				

Department(s): Office of the Public Guardian, Circuit Court of Cook County

Vendor: Journal Technologies, Inc, Los Angeles, California

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

Good(s) or Service(s): Juvenile Client Case Management System

Contract Value: \$3,405,411.00

Contract period: 5/1/2025 - 4/30/2030, with two (2) one-year renewal options

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation and partial MWBE waiver.

Potential Fiscal Year Budget Impact: FY 2025 \$770,000.00, FY 2026 \$1,135,120.00, FY 2027 \$489,213.00, FY 2028 \$499,989.00, FY 2029 \$511,089.00,

Accounts: 11620.1305.21120.560225. (Capital Project), 11100.1305.35320.540130 (Maintenance and Subscriptions).

Contract Number(s): 2210-05241

Summary: The Cook County Public Guardian is appointed by the Chief Judge of Cook County Court System to manage the Cook County Office of the Public Guardian. The Public Guardian is responsible for providing legal representation to various at-risk populations, including: (i) juveniles whom the State believes were abused or neglected by their parents or guardians; (ii) adults with disabilities who have been victims of fraud/abuse/etc., and (iii) children of parents involved in complex divorce/child custody proceedings. This proposed contract is for a case management system in the Juvenile Division of the Office of the Cook County Public Guardian (OPG).

By statute, every child who is the subject of abuse or neglect proceedings in Illinois must be appointed counsel for all stages of that proceeding (705 ILCS 405/1-5, 2-17). The Public Guardian (OPG) represents approximately 6,000 abused / neglected children. Most of these children are in the custody or guardianship of the Illinois Department of Children and Family Service (DCFS). The Public Guardian represents these children in the Circuit Court, Illinois Appellate Courts, Federal Courts, DCSF administrative hearings, education and school matters, and other proceedings. In this capacity, OPG commonly assumes an active role in overseeing the general welfare of the juvenile. The Public Guardian is ethically required to maintain confidentiality with its child clients, and it is legally required to securely maintain files and records regarding its clients and their cases.

Historically and presently, the OPG's legal case management system in the Juvenile Division is a disaggregated collection of paper files, ancillary IT systems (i.e., AS400 mainframe and various MS Access DBs), email records and other loosely structured digital files (i.e., MS Office, .pdf and similar files stored amongst shared file servers, SharePoint sites, MS Teams collaborations, and end user

document folders, etc.). The policies and practices to maintain these systems range from formal to casual. Commonly, no one among these information systems functions as a “single source of truth” for a given case. By tradition and according to historical agency policy, the paper files are typically the most comprehensive source of information on Juvenile cases, but these files vary in structure and content and are only comprehensive to the extent that strained OPG resources are available to maintain them.

OPG staff successfully service their child clients with this hodgepodge of standalone data systems, but it comes at considerable cost, effort, risk and lost opportunity. Problems include micro-inefficiencies for the agency personnel, which in aggregate create frustration for employees as well as considerable general inefficiency for the agency. Examples include: (1) common data elements (such as client name, case number, dates) are manually typed/retyped/mistyped/fixed across all forms, communications, documents, and systems; (2) calendars are redundantly maintained (e.g., docket a meeting occurrence in a case log as well as create/save the event in end users’ personal calendars); (3) Staff endlessly organize and/or print emails to ensure that vital correspondence is accessible for future reference and appropriately acted upon; (4) workflow / task assignment is manually managed via email and interpersonal communications; (5) many documents are created from scratch, instead of from agency templates; (6) incalculable hours are expended acquiring/printing/filing/sharing physical files; (7) any instance where case files/data/information needs to be shared requires labor intensive back/forth correspondence and manual file exchange; (8) Operational standards/policies are labor-intensive to promulgate and difficult to readily comply with. As a result, there is a proliferation of varying forms, reports, and practices; (9) Management has limited insight into work allocation and vital statistics, so oversight and reporting are highly manual endeavors.

Management must constantly weigh the importance of acquiring answers to basic business/case questions, knowing that often the only way to acquire necessary information is to interrupt the high-pressure daily activities of attorneys and staff. Knowledge management is stifled, as valuable information is not readily available. Closely related, this inhibits satisfactory adoption of best tools and adherence to leading practices. Staff bearing these inefficiencies include those staff whose primary responsibility is communication with juvenile clients and analysis of these clients well-being, e.g., case workers and attorneys. As a result, time that could be spent directly on agency core mission services is consumed by administrative work. Upon case closure, the physical case files are moved to an off-site storage. This is done so that closed case files can be maintained with limited risk to current clients’ confidentiality and to ensure sufficient physical space is available at OPG offices for newer physical case files. OPG must later eventually destroy the oldest physical case files. These practices are time-consuming and costly, and results in no practical means of accessing closed case files, to the extent that historic files have not yet been destroyed.

The vendor, Journal Technologies, Inc., will create and sustain a new legal case management system to support the OPG’s Juvenile Division. This new system will help OPG achieve optimal litigation of its juvenile cases and enable more effective management of information related to general client wellness. This new system shall enable primary system users (e.g., OPG attorneys, paralegals, and other staff) to store and maintain all data and files related to cases and clients, such as case parties, in-court events / dockets, out-of-court activities (such as residency/placement, enrollment in support service programs, etc.), various court case attributes (e.g., type, status, and outcome), internal OPG processes (e.g., investigations, interviews, evidence collection), etc. In short, enable digital management of its individual cases and clients. The system will provide a comprehensive suite of productivity tools for system users, enabling them to optimally manage documents, contacts, calendars, deadlines, tasks, requests, internal workflows, etc. This shall enable digital case record management without unduly burdening OPG users, while generally improving the productivity of OPG line staff. The system will also enable OPG management to create and maintain case data (e.g., current/historic caseload among staff, case status, case outcomes, etc.) and to create related reports. Such reports will serve a wide variety of management purposes, including but not limited to: general internal agency management, reporting to external stakeholders, and readily identifying critical items (e.g., unassigned cases, cases with various alerts/flags, etc.).

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

**Sponsors:**

**Indexes:** TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/13/2025	1	Board of Commissioners	approve	Pass

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

**Exhibit 9**

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

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

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

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

Bid/RFP/RFQ No.: 2210-05241	Date: 3/4/2025
Total Bid or Proposal Amount: \$3,405,411	Contract Title:
Contractor: Journal Technoogies	Subcontractor/Supplier/ Subconsultant to be added or substitute: SLG Innovation, Inc
Authorized Contact for Contractor: Brian Cardile	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ed Burns
Email Address (Contractor): bcardile@journaltech.com	Email Address (Subcontractor): edburns@slginnovation.com
Company Address (Contractor): 915 East 1st Street	Company Address (Subcontractor): 110 North Wacker Drive, #2500
City, State and Zip (Contractor): Los Angeles, CA 90012	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): 213-229-5300	Telephone and Fax (Subcontractor): 630-803-2009
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): TBD

**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>
Juvenile Case Management System	\$255,000

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

Journal Technoogies

Contractor

Journal Technologies

Name

Corporate Secretary

Title



3/4/2025

Prime Contractor Signature

Date

**Exhibit 10**

**Economic Disclosure Statement**

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

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

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

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

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

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

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

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

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

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

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

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

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

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

*Lobbyist* means any person who lobbies.

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

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 2****CERTIFICATIONS**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

**B. BID-RIGGING OR BID ROTATING**

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

**C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
N/A	

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

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

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

Yes:  No:

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

N/A

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c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Journal Technologies

D/B/A: \_\_\_\_\_ FEIN # Only: 87-0626854

Street Address: 915 E 1st Street

City: Los Angeles State: CA Zip Code: 90012

Phone No.: (213) 229-5300 Fax Number: n/a Email: bcardile@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 owns 100% of Journal Technologies, Inc. Daily Journal corporation is a public company, and its most recent financial statement has been provided.		

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

**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

**Declaration (check the applicable box):**

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

**Brian Cardile**

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

*[Handwritten Signature]*

Signature

**bcardile@journaltech.com**

E-mail address

**Corporate Secretary**

Title

**1/23/25**

Date

**(213) 229-5300**

Phone Number

Subscribed to and sworn before me  
this **23rd** day of **Jan.**, 20**25**

My commission expires: **May 6, 2027**

X *[Handwritten Signature]*  
Notary Public Signature

Notary Seal





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

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

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

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

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

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

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

**Additional Definitions:**

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

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

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

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Journal Technologies

Address of Person Doing Business with the County: 915 E 1st Street, Los Angeles, CA 90012

Phone number of Person Doing Business with the County: 213-229-5402

Email address of Person Doing Business with the County: bcardile@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:

Brian Cardile, Corporate Secretary, Journal Technologies, Inc. - 915 E 1st Street, Los Angeles, CA 90012 - tel: 213-229-5402

email: bcardile@journaltech.com

**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: 2210-05241

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,405,411.00

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: Anna Epps, Senior Contract Negotiator, Anna.Epps@cookcountyil.gov

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: Charles P. Golbert, Cook County Public Guardian

**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	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

  
Signature of Recipient

1/23/25  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2210-05241  
County Using Agency (requesting Procurement): Cook County Office of the Public Guardian

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

Person (Corporate Entity Name): Journal Technologies, Inc.  
Substantial Owner Complete Name: \_\_\_\_\_  
FEIN# 870626854  
Date of Birth: [REDACTED] E-mail address: bcardile@journaltech.com  
Street Address: 915 E 1st Street  
City: Los Angeles State: CA Zip: 90012  
Home Phone: [REDACTED]

**III. Compliance with Wage Laws:**

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

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

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

**IV. Request for Waiver or Reduction**

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

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

**V. Affirmation**

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

Signature: [Handwritten Signature] Date: 1/25/25

Name of Person signing (Print): Brian Cardile Title: Corporate Secretary

Subscribed and sworn to before me this 23rd day of January, 2025

X [Handwritten Signature]  
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Corporation's Name

(213) 229-5402

Telephone

*[Handwritten Signature]*  
Secretary Signature

*DANNY HEMNANI*  
President's Printed Name and Signature

bcardile@journaltech.com  
Email

1/23/25  
Date

*journaltech.com*

Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this  
23rd day of January, 2025

*[Handwritten Signature]*  
Notary Public Signature

My commission expires:  
May 6, 2027  
Notary Seal



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

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

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

**Raffi Sarrafian**  
Digitally signed by Raffi Sarrafian  
Date: 2025.04.01 13:11:25 -05'00'

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*Brian Tracy*

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

\_\_\_\_\_  
Date

**CONTRACT TERM & AMOUNT**

2210-05241  
\_\_\_\_\_

Contract #

May 1, 2025 - April 30, 2030

Two (2) One (1)- Year Renewal Options

Original Contract Term

Renewal Options (If Applicable)

\$3,405,411.00  
\_\_\_\_\_

Contract Amount

March 13, 2025

\_\_\_\_\_  
Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS  
MAR 13 2025  
COM \_\_\_\_\_**