

SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES

RISK MANAGEMENT INFORMATION SYSTEM

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF RISK MANAGEMENT

AND

ORIGAMI RISK LLC

CONTRACT NO. 2310-09192

PURCHASE ORDER NO. 70000318174

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10	Electronic Payables Program (“E-Payables”)
Exhibit 11	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 Origami Risk LLC , doing business as a Corporation of the State of Illinois hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on July 25, 2024, as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

BACKGROUND

This Agreement is being entered into in accordance with Section 34-139, Sole Source Procurements, of the Cook County Procurement Code.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

"**Documentation**" means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the software-as-a-service, whether in printed or electronic format.

"**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.

"**Origami SSA**" means the Software Subscription Agreement terms and conditions attached to this Agreement as Exhibit 3.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement, Exhibit 3 Origami Software Subscription Agreement, Exhibit 4 Order Form and Statement of Work, 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, including suppliers and materials providers providing Services under this Agreement, whether or not in privity with Consultant. "Subcontractor" or "Subconsultant" does not include suppliers, vendors, data centers, storage or processing facilities, or hosting providers that Consultant uses in its ordinary course of business and that Consultant has not specifically contracted with for the purpose of providing Services pursuant to this Agreement.

"**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 Business Associate Provision
- Exhibit 2 Information Technology Special Conditions
- Exhibit 3 Origami Software Subscription Agreement
- Exhibit 4 Order Form and Statement of Work
- Exhibit 5 Schedule of Compensation
- 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 Electronic Payables Program (“E-Payables”)
- Exhibit 11 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 Agreement 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 1 Business Associate Provision
- Exhibit 2 Information Technology Special Conditions
- Exhibit 3 Origami Software Subscription Agreement
- Exhibit 4 Order Form and Statement of Work
- Exhibit 5 Schedule of Compensation
- 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 Electronic Payables Program (“E-Payables”)
- Exhibit 11 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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 3 Origami Software Subscription Agreement and Exhibit 4 Order Form and 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 subscription and professional services provided by Consultant for the County as set forth in Exhibit 3 Origami Software Subscription Agreement and Exhibit 4 Order Form and Statement of Work.

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

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical

accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, County will be entitled to exercise the remedies set forth in Article 9 of this Agreement.

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 to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 4 Order Form and 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

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

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

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements only upon consultation with Consultant and a mutually executed amendment to this Agreement.

i) Coverages

(1) 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

(2) 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

(3) 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 maintenance or use of hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(4) Professional Liability

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 Agreement. This insurance shall remain in force for the life of the Consultant's obligations under this Agreement 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.

(5) 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.

ii) **Additional Requirements**

(1) **Additional Insured**

The Commercial General Liability insurance policies, 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.

(2) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days written notice in the event any required insurance will be cancelled, materially reduced or non-renewed such that Consultant is in breach of its obligations as set forth herein. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and upon request of the County shall 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.

- (3) **Waiver of Subrogation Endorsements**
The Commercial General Liability insurance policy must contain a Waiver of Subrogation 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 tangible personal property damages or bodily injury claims by third parties arising out of or incident to the intentional, negligent or willful acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Each party acknowledges and agrees that pursuant to this Agreement, it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "Receiving Party"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under the Agreement, including any Order Form or Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that: (i)

Receiving Party may disclose the Disclosing Party's Confidential Information to its employees and other agents who have a need to know the information for purposes of providing the Services under this Agreement; and (ii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Section. Consultant's Confidential Information includes the SOC 2 Audit Report. Notwithstanding the foregoing, if a person requests Consultant's Confidential Information under the Freedom of Information Act, the County will make an initial assessment of whether or not such redaction is appropriate under FOIA, and, if the County agrees with the redaction and the requester challenges or objects to the County's redaction or withholding of Consultant's Confidential Information, the County shall notify Consultant who may seek an injunctive order within the time allowed by law should it choose to do so.

Exclusions. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Section; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality; or (iv) information that Disclosing Party is required to disclose by law, such as subject to the Illinois Freedom of Information Act ("FOIA") or by court order.

Survival. The obligations set forth in this Section shall expire two years after termination of the Agreement; provided that the confidentiality obligations for Confidential Information constituting trade secrets shall survive the termination of the Agreement.

All documents, data, studies, or reports, generated by or for the County's authorized use of the Service shall be included in the Deliverables and shall be the property of the County of Cook to the extent that it contains any Client Data. It shall be a breach of this Agreement for the Consultant to reproduce or use any Client Data obtained from the County or any Deliverables created thereby other than in accordance with the Agreement and its Exhibits, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the term of this Agreement at County's cost, Consultant shall, within 30 days of County's written request, deliver to the County or to service providers separately contracted by the County electronic files containing the then most recent version of Client Data maintained by Consultant (in the same format maintained by Consultant) ("**Client Data Files**").

During the term of this Agreement, Consultant shall enable County to export Client Data from Consultant's software, at no additional cost to the County, through standard and reasonable data export features.

Upon County's request within 30 days of the termination or expiration of this Agreement, Consultant shall provide Client Data Files to County in a delimited text format at no cost to the County.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize the Services.

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 third party suit or proceeding brought against County based upon a claim that Origami's software-as-a-service that is utilized by the County in accordance with this Agreement and the Exhibit 3 Origami Software Subscription Agreement constitutes an infringement of any patent, copyright or license or any other property right.

Consultant's indemnification obligations herein shall not apply to the extent the claim is based on: (i) modifications to the software-as-a-service or any component thereof not recommended by Consultant and made by anyone other than Consultant or on behalf of Consultant; (ii) use of the software-as-a-service platform in combination with a product not supplied by or approved by Consultant; or (iii) use of the software-as-a-service other than in accordance with this (a) Agreement and Documentation; or (iv) any modifications to the software-as-a-service which are done at the direction of the County, provided that Origami did not know, and applying a commercially reasonable standard, should not have known that the modification infringed on third party intellectual property rights.

In the event the use of software-as-a-service 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 software-as-a-service ; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the software-as-a-service 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.

Consultant shall have the sole right to conduct the defense of any indemnification claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim; provided, that Consultant will not settle a claim that imposes any liability or obligation on County (other than payment of money damages for which Consultant has accepted responsibility) without County's written consent. County agrees to reasonably cooperate with Consultant in doing so. County agrees to give Consultant prompt written notice of any such claim or action, with copies of any and all documents it may receive relating thereto. The failure to give notice to Consultant within a reasonable time of the commencement of any claim will relieve Consultant of any liability to County for its indemnification obligations, only to the extent that such failure materially prejudices Consultant's ability to defend such claim.

j) Examination of Records and Audits

No more than once per calendar year, upon not less than 30 days prior written notice, with

the County's resources and during Consultant's normal business hours, 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 to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

l) Professional Social Services (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 August 1, 2024 ("**Effective Date**") and continue until July 31, 2027, or until this Agreement is terminated in accordance with its terms, whichever occurs first (the "**Initial Term**").

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 4 Order Form and Statement of Work. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with such 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. Neither Consultant nor Consultant's agents, employees nor Subcontractors shall be liable for damages, charges or other losses

or expenses incurred by County by reason of delays or hindrances in the performance of the Services to the extent 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 three-year periods under same terms and conditions as this original Agreement.

After notification of such election by the Chief Procurement Officer, and by mutual agreement of the Parties, this Agreement may be modified to reflect the time extension in accordance with the provisions of Section 10.c. and the Parties will then also enter into good faith negotiations to enter into a new Order Form to reflect the subscriptions, term of contract, and pricing, including any early termination fee, if applicable, for the additional three-year periods.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to Exhibit 5 Schedule of Compensation.

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 for which payment is requested. All amounts to be paid by the Consultant under the Contract shall be due and payable net 45 days from the date of an invoice. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, (if applicable) the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the

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

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 5, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 5 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

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

f) Price Reduction (Intentionally Omitted)

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute or if the parties are unable to resolve their dispute within such time period. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

If the County disputes the Deliverables in accordance with Article 3(b), then the

County and Consultant will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the notice. The County agrees that it will only withhold payment of the amount(s) actually in dispute until the action items outlined in the action plan are completed. Consultant reserves the right to suspend delivery of Services, including maintenance and support services, if the County fails to pay an invoice which is not in dispute.

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; performance of this Agreement in accordance with all of its provision and requirements is feasible, and Consultant warrants it can

and will perform, or cause to be performed, the Services in 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 in order for the County to determine Consultant's authority to execute this Agreement, Consultant's good standing, or Consultant's possible conflict with the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect,

in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure of the software-as-a-service portion of the Services to perform in all material respects in accordance with the Documentation when used in accordance with the terms of the Origami SSA on the hardware and with the third-party software specified by Consultant from time to time;
 - (b) Failure to perform the Services (other than the software-as-a-service portion thereof) in a professional and commercially reasonable manner consistent with the standard of care exercised by Consultant in performing similar services for other clients, 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 due to a breach of Consultant's warranty or failure to comply with a material term of this Agreement; Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (d) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership of more than 5 percent or control of Consultant without Consultant sending prior written notice to the Chief Procurement Officer; provided that, if such change results in Consultant, under applicable law, becoming

disqualified or ineligible from doing business with the County, then the County may terminate this Agreement if (i) County sends notice of intent to terminate with 15 days of receiving notice to Consultant and (ii) Consultant proceeds with such change in ownership or control after receiving such notice from the County.

- 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 in cases where the Chief Procurement Officer has reasonably determined that an event of default is Uncurable ("Uncurable" breach includes breach of this Agreement where a timely cure is infeasible under the circumstances, willful breach, repeated instances of the same breach, and/or where Contractor habitually breaches material provisions of this Agreement), Consultant shall have the opportunity to cure a default within 30 days after receiving notice of default from the County, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if Consultant has not cured the default within the time period set forth in the Cure Notice, or if Chief Procurement Officer determines that an event of default is Uncurable, 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 the following remedies:

- (i) With respect to events of default under Section 9(a)(ii)(a) and Section 9(a)(ii)(b):

- (a) With respect to an event of default described in Section 9(a)(ii)(a), the County's initial remedy shall be: Consultant shall deliver to County a replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity, at Consultant's sole expense. If Consultant is unable or deems it commercially unreasonable to replace the nonconforming Service within thirty (30) days of the date that Consultant received notice of such nonconformity from County, then County may terminate this Agreement and Consultant shall refund amounts pre-paid by County for such portion of SaaS Services which were nonconforming ;
- (b) With respect to an event of default described in Section 9(a)(ii)(b) County's initial remedy shall be: Consultant shall re-perform the nonconforming Services in a professional and commercially reasonable manner consistent with the standard of care exercised by Consultant in performing similar services for other clients. If such non-conforming Services cannot be re-performed in accordance with the foregoing warranty within 30 days, then Consultant shall refund amounts pre-paid by County for such portion of the Services that was nonconforming and could not be successfully re-performed in accordance with the foregoing, provided that, excluding latent defects/non-conformities, Consultant must have received written notice of the nonconformity from County no later than 30 days after the original performance of the applicable Service by Consultant.

Notwithstanding the limited remedies set forth in paragraphs (a) and (b) above, nothing in this Section will prohibit County from (A) seeking recovery of direct damages under applicable insurance policies for Consultant's negligent or willful acts or omissions or, (B) when and to the extent applicable, exercising its rights to indemnification under this Agreement.

- (ii) With respect to any other event of default, except in cases where the Chief Procurement Officer has reasonably determined that an event of default is Uncurable, the County may invoke the following remedies, if such event of default is not cured by Consultant within 30 days after receiving written notice of such default from the County:
 - (a) 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;
 - (b) The right to seek specific performance, an injunction or any other appropriate equitable remedy;
 - (c) The right to seek money damages;
 - (d) The right to withhold all or any part of Consultant's compensation under this Agreement;

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

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement , or all or any portion of the Services to be performed under it, with such termination effective at the end of either the first contract year or the second contract year of the initial term , unless a different date is specified in the notice, by (i) providing written notice to Consultant of such termination at least 90 days prior to such termination date; (ii) paying to Consultant an amount equal to 100% of any fees owed in connection with any already properly issued pursuant to the terms of this Agreement and due, but unpaid, invoices; and (iii) paying to Consultant, as a termination fee and not as a penalty, an amount equal to 25% of any other Licensing, Hosting, and Data Processing fees that remain outstanding for the initial three year term (2023- 2026).

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

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims

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

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

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed, except that County shall continue paying all Fees for licenses and hosting. 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.

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 the County, for cause, and the County has prepaid for any Deliverables or Services, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables or Services not actually provided as of the effective date of the termination. The refund shall be made within forty-five (45) days of the effective date of termination.

h) Termination by the Consultant

Subject to Consultant's compliance with the dispute resolution process in Article 6 of this Agreement, this Contract may be terminated by the Consultant upon written notice to County if County breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach.

Based on a reasonable belief that County's material breach of this Agreement poses a risk of imminent harm to Consultant, Consultant shall reserve the right to suspend access to County's access to the Services during the term of such breach.

i) Disclaimers

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, COUNTY SUPPORT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY COUNTY AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND CONSULTANT HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CONSULTANT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET COUNTY'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY COUNTY IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONSULTANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO CONSULTANT AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

CONSULTANT SHALL NOT BE RESPONSIBLE FOR: (A) ANY NON-CONFORMITIES OF THE SERVICE WITH DOCUMENTATION, OMISSIONS, DELAYS, INACCURACIES OR ANY OTHER FAILURE CAUSED BY COUNTY'S COMPUTER SYSTEMS, HARDWARE OR SOFTWARE (OTHER THAN THE SERVICE), INCLUDING BY INTERFACES WITH SUCH THIRD PARTY SOFTWARE, OR ANY INACCURACIES THAT SUCH SYSTEMS MAY CAUSE WITHIN THE SERVICE; OR (B) ANY DATA THAT CONSULTANT RECEIVES FROM COUNTY OR COUNTY USER OR THIRD PARTY SOURCES AND INCLUDING THE DATA'S ACCURACY OR COMPLETENESS, OR COUNTY'S CLAIM HANDLING OR OTHER DECISIONS. CONSULTANT DISCLAIMS ANY LIABILITY FOR INTERCEPTION OF ANY SUCH DATA OR COMMUNICATIONS, INCLUDING OF ENCRYPTED DATA. COUNTY AGREES THAT CONSULTANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH ACCESS TO OR USE OF THE SERVICE BY ANY COUNTY USER TO THE EXTENT SUCH ACCESS OR USE IS NOT AUTHORIZED BY THIS AGREEMENT.

j) Limitation of Liability

(a) DISCLAIMER OF DAMAGES. EXCEPT CONSULTANT'S LIABILITY FOR DATA BREACHES AND BREACHES OF CONFIDENTIAL INFORMATION WHICH ARE SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH BELOW IN (b), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THE AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) LIMITATION OF LIABILITY. EXCEPT AS STATED IN THE FOLLOWING SENTENCE AND EXCEPT FOR COUNTY'S PAYMENT OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTIES AGGREGATE MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED \$1,000,000. CONSULTANT'S AGGREGATE MAXIMUM LIABILITY FOR ANY DATA BREACHES OR BREACHES OF COUNTY'S CONFIDENTIAL INFORMATION UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED \$3,000,000.

NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT WILL EXCLUDE OR

LIMIT CONSULTANT'S LIABILITY FOR DEATH OR BODILY INJURY, DAMAGE TO TANGIBLE PROPERTY, OR CONSULTANT'S LIABILITY FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, FRAUD, OR INDEMNIFICATION OBLIGATIONS.

NOTWITHSTANDING THE FOREGOING, IF EITHER PARTY VIOLATES APPLICABLE LAW, SUCH PARTY WILL REMAIN LIABLE FOR THE PAYMENT OF SUCH FEES, FINES, OR PENALTIES IMPOSED ON SUCH PARTY BY THE GOVERNING BODY OR REGULATOR WITH APPROPRIATE JURISDICTION.

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

Each party 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 the other party, its officials, agents or employees, has induced such party to enter into this Agreement or has been relied upon by such party, 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**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

d) **Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the

contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

Consultant must at all times reasonably cooperate with the County. Upon termination of this Agreement, the parties may agree in writing for the provision by Consultant of certain transition services at Consultant's then-prevailing hourly rates. The term and scope of such transition services shall be as set forth in a written agreement in accordance with Article 10) c) between Consultant and County.

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 a party by a proper authority waives the other party's performance in any respect or waives a requirement or condition to either party'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 such party may have waived the performance, requirement or condition. Such waivers must be provided to the other party 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) Federal Clauses (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: Cook County Government
 Department of Risk Management
 161 N Clark Street, Suite 2400B
 Chicago, Illinois 60601
 Attention: Department Director

and

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

If to Consultant: Legal Department
 222 N LaSalle Street
 Suite #2100
 Chicago, IL 60601
 Attention: Legal Department

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 either party is authorized by its applicable governing body or 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 each party have been made with complete and full authority to commit such party 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

Business Associate Agreement

BUSINESS ASSOCIATE PROVISION

(Cook County Government as Covered Entity Engaging Contractor as Business Associate)

This Business Associate Provision (“Provision”) shall apply to the extent that Contractor (“Business Associate”) has access to Protected Health Information (“PHI”) from or on behalf of County of Cook (“County”) in the performance of the Sole Source Agreement for Professional Services (“Contract”). For purposes of this Provision, the County is the “Covered Entity”, and Contractor is the County’s “Business Associate.” The parties are collectively referred to in this Provision as the “Parties.”

1. Definitions.

- a) Capitalized Terms. Capitalized terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in HIPAA Laws.
- b) Other Terms. The terms “use,” “disclose,” “disclosure,” “discover,” “discovery,” and their derivations appearing in this Provision, whether capitalized or not, have the meanings ascribed by 45 C.F.R. Parts 160 and 164.
- c) Defined Terms. The following capitalized terms used in this Contract have these meanings:
 - i) Breach Notification Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart D.
 - ii) Business Associate has the meaning ascribed by 45 C.F.R. § 160.103.
 - iii) C.F.R. means the Code of Federal Regulations.
 - iv) Covered Entity has the meaning ascribed by 45 C.F.R. § 160.103.
 - v) Data Aggregation has the meaning ascribed by 45 C.F.R. § 164.501.
 - vi) Designated Record Set has the meaning ascribed by 45 C.F.R. § 164.501 and, for purposes of this Contract, is maintained by Contractor, or a permitted, Subcontractor of Contractor for or on behalf of County.
 - vii) DHHS means the U.S. Department of Health and Human Services, its Secretary and its various components.
 - viii) Electronic Protected Health Information and ePHI have the meaning ascribed to “electronic protected health information” by 45 C.F.R. § 160.103 and, for purposes of this Contract, are created, received, maintained, transmitted, stored or processed by Contractor for or on behalf of County.
 - ix) Encryption has the meaning ascribed by 45 C.F.R. § 164.304.
 - x) Health Care Operations have the meaning ascribed by 45 C.F.R. § 164.501.

- xi) HIPAA Laws mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Title II, Subtitle F of Public Law 104-191) (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (Title XIII of Public Law 111-005) (“HITECH”) and their implementing regulations at 45 C.F.R. Parts 160, 162 and 164.
- xii) Individual has the meaning ascribed by 45 C.F.R. § 160.103 and includes an Individual’s personal representative as described in 45 C.F.R. § 164.502(g).
- xiii) Limited Data Set means the minimum PHI—
 - A) Reasonably necessary to perform functions and activities with respect to Health Care Operations, Research (as defined by 45 C.F.R. § 164.501) and public health activities (as described in 45 C.F.R. § 164.512(b)); and
 - B) From which have been removed all the direct identifiers specified in 45 C.F.R. § 164.514(e)(2).
- xiv) Person has the meaning ascribed by 45 C.F.R. § 160.103.
- xv) Privacy Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart E.
- xvi) Protected Health Information and PHI have the meaning ascribed to “protected health information” by 45 C.F.R. § 160.103 and, for purposes of this Contract, are created, County and includes ePHI and Unsecured PHI. PHI as used herein is limited to that information contained in Client Data (as defined in the Origami Software Subscription Agreement).
- xvii) Required by Law has the meaning ascribed by 45 C.F.R. § 164.103.
- xviii) Security Breach means the acquisition, access, use, or disclosure of Unsecured PHI in a manner not excluded from the definition of breach at 45 C.F.R. § 164.402 and not permitted by this Provision or in writing by County.
- xix) Security Incident means, as defined by 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xx) Security Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart C.
- xxi) Subcontractor has the meaning ascribed by 45 C.F.R. § 160.103.
- xxii) Transaction means the transmission of information between two Persons to carry out financial or administrative activities related to health care for which DHHS has established Standards or Operating Rules.
- xxiii) Transactions Rule means the federal regulations promulgated at 45 C.F.R. Part 162.

xxiv) Unsecured Protected Health Information and Unsecured PHI have the meaning ascribed to “unsecured protected health information” by 45 C.F.R. § 164.402 and, for purposes of this Provision, are created, received, maintained, transmitted, stored or processed by Contractor as part of Client Data for or on behalf of the County.

2. Protected Health Information Use and Disclosure.

- a) Uses and Disclosures Permitted. Contractor is permitted to use, disclose and request PHI for the following functions and activities:
- i) To perform and furnish and to assist with the performance and furnishing of the Services and Deliverables specified in the Contract.
 - ii) [reserved] .
 - iii) [reserved] .
 - iv) [reserved] .
 - v) [reserved] .
 - vi) As authorized by an Individual pursuant to an authorization that complies with the Privacy Rule at 45 C.F.R. § 164.508.
 - vii) For Contractor’s proper management and administration or to carry out Contractor’s legal responsibilities, *provided*:
 - A) A disclosure is required by law; or
 - B) Contractor obtains reasonable assurance from any Person to which Contractor will disclose the PHI that the Person will:
 - 1) Hold the PHI in confidence and use or further disclose the PHI only for the purposes for which Contractor disclosed the PHI to the Person or as Required by Law; and
 - 2) Promptly notify Contractor of any instance of which the Person becomes aware in which the confidentiality of the PHI is breached or compromised.
- b) Uses and Disclosures Requiring Specific Prior Written Consent. Contractor is not permitted to use, disclose or request PHI for the following functions and activities unless and until Contractor receives the specific prior written consent of the County’s Compliance and Privacy Officer or their designee to undertake the function or activity:
- i) Contractor’s provision of Data Aggregation services.
 - ii) Contractor’s creation of de-identified health information from PHI (as provided by the Privacy Rule at 45 C.F.R. § 164.514(b)).

- iii) Contractor's retention use or disclosure of any de-identified health information that the County permits Contractor to create pursuant to Section 2(b)(ii) of this Provision.
- iv) Contractor's creation of Limited Data Sets from PHI (as provided by the Privacy Rule at 45 C.F.R. § 164.514(e)(2)).
- v) Contractor's use or disclosure of a Limited Data Set, *provided*, any prior written consent with respect to Contractor's use or disclosure of a Limited Data Set will require Contractor to have entered into a data use agreement with the County that satisfies the requirements of the Privacy Rule at 45 C.F.R. § 164.514(e)(4).
- c) Minimum Necessary. Contractor will, in its performance of the functions and activities involving PHI permitted by this Provision, make reasonable efforts to use, disclose, or request only the minimum PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request as required by the Privacy Rule at 45 C.F.R. § 164.502(b)(1), *except* with respect to those uses and disclosures to which the minimum necessary limitation does not apply as specified in the Privacy Rule at 45 C.F.R. § 164.502(b)(2).
- d) Privacy Rule Obligations. Contractor will carry out any of the County's obligations under the Privacy Rule, which the Contract or this Provision delegates to Contractor, in accordance with the Privacy Rule provisions applicable the County's performance of those obligations.
- e) Authorizations and Consents. The County will obtain any authorization, consent or other permission of Individuals or others, which may be required by applicable Federal or State law, sufficient to enable Contractor to use and disclose PHI in accordance with the Contract and this Provision.
- f) Unauthorized Use or Disclosure.
 - i) Contractor will neither use, disclose nor request PHI, *except* as permitted or required by this Provisions or in writing by the County or as Required by Law.
 - ii) Except with respect to Data Aggregation as may be permitted pursuant to Section 2(b)(i) of this Provision and Contractor's proper management and administration as set forth in Section 2(a)(vii) of this Provision cannot authorize Contractor to use or disclose PHI in a manner that will violate the Privacy Rule if done by the County. Consequently, except for Data Aggregation as may be permitted pursuant to Section 2(b)(i) of this Provision and Contractor's proper management and administration as permitted by Section 2(a)(vii) of this Provision, the County does not and will not authorize or otherwise allow Contractor to use or disclose PHI in a manner that will violate the Privacy Rule if done by the County.
- g) Remuneration. Contractor shall not, directly or indirectly, receive remuneration in exchange for any PHI unless the exchange qualifies as an exception to the HIPAA general rule, as outlined in the HIPAA regulations and is permitted by this Contract.

3. Subcontractors.

a) Cloud Services. The County permits Contractor to engage one or more cloud service providers for the creation, receipt, maintenance, transmission, storage and processing of ePHI for and on behalf of the County, *provided*:

i) All ePHI Contractor places with the cloud:

A) Will be encrypted, without provision to cloud service providers of the decryption key, such that the cloud service providers will have no capability to determine the content of the ePHI or identify any Individual to whom the ePHI pertains;

B) Will be placed only with locations of cloud service providers that are within the United States; and

C) Will be subject to necessary and appropriate security configurations, consistent with the Security Rule, that the cloud service providers require for provision of cloud services involving ePHI.

ii) Consistent with 164.502(e)(1)(ii), Contractor will obtain reasonable assurance by written or digital agreement that each cloud service provider will comply with the obligations of the HIPAA Laws applicable to Business Associates and Business Associate Subcontractors and with the materially the same protections with respect to ePHI that are applicable to Contractor under this Provision (including without limitation the provisions of Section 2(a)(vii) of this Provision, with respect to the cloud service provider's proper management and administration or to carry out the cloud service provider's legal responsibilities), *except*:

A) The cloud service provider will report to Contractor any unauthorized use or disclosure of ePHI of which the cloud service provider becomes aware, including any Security Breach but excluding Security Incidents, without unreasonable delay and in no event later than 60 days after the cloud service provider becoming aware of the unauthorized use or disclosure;

B) The cloud service provider's report to Contractor of any unauthorized use or disclosure of ePHI of which the cloud service provider becomes aware will not include the identity of affected Individuals or the content of ePHI believed to have been compromised because, all ePHI that Contractor places with the cloud being encrypted, the cloud service provider will have no knowledge of the content of the ePHI or ability to identify the Individuals to whom the ePHI pertains; and

C) The cloud service provider will report to Contractor successful Security Incidents as specified in Sections 6(c)(i) and (ii) of this Provision and will be deemed, by its contractual arrangement with Contractor, to have reported to Contractor and the County unsuccessful Security Incidents (as described in Section 6(c)(iii)) of this Provision.

b) Other Subcontractors.

- i) Contractor shall not use any Subcontractor, other than its cloud service providers covered by Section 3(a) of this Provision, to assist Contractor with the provision of services under the Contract without the prior written consent of the County.
- ii) Consistent with 45 C.F.R. § 164.502(e)(1)(ii), Contractor will require its Subcontractors, other than its cloud service providers covered by Section 3(a) of this Provision, which create, receive, maintain, transmit, store or process PHI for or on behalf of Contractor, to provide reasonable assurance by written or digital agreement that the Subcontractors will comply with the same provisions with respect to PHI that are applicable to Contractor under this Provision.

4. Protected Health Information Safeguards.

- a) Privacy Safeguards. Contractor will implement, maintain, and use appropriate administrative, technical, and physical safeguards designed to protect the privacy of PHI, including to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and to reasonably limit incidental use or disclosure made pursuant to a use or disclosure permitted by this Provision.
- b) Security Safeguards. Contractor will implement, maintain, and use administrative, technical, and physical safeguards and will implement and maintain policies, procedures and documentation, all in compliance with the applicable standards, implementation specifications and requirements of the Security Rule, designed to reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI as required by the Security Rule.
- c) Encryption. Contractor will, to the extent reasonable and practicable, encrypt ePHI in its custody or under its control that is at rest or in motion, and will encrypt all ePHI that Contractor places with cloud service providers, using Encryption that is at least as stringent as the technologies and methodologies that, according to published DHHS guidance and NIST guidance, renders PHI unusable, unreadable, or indecipherable to unauthorized Persons.

5. Individual Rights.

- a) Access. Contractor will, within 15 days following receipt of the County 's written request, make available to the County, PHI in a Designated Record Set so that the County may meet its obligations under the Privacy Rule at 45 C.F.R. § 164.524.
- b) Amendment. Contractor will, following receipt of written notice from the County, amend PHI in a Designated Record Set so that the County may meet its obligations under the Privacy Rule at 45 C.F.R. § 164.526.
- c) Disclosure Accounting. Contractor will record and retain for at least 6 years the disclosure information specified by the Privacy Rule at 45 C.F.R. § 164.528 for each PHI disclosure that Contractor makes that is accountable under the Privacy Rule at 45 C.F.R. § 164.528. Contractor will, within 30 days following receipt of the County 's written request, report to the County the disclosure information retained by Contractor that pertains to an

Individual's request for disclosure accounting so that the County may meet its disclosure accounting obligations under the Privacy Rule at 45 C.F.R. § 164.528.

- d) Restriction Agreements. Contractor will comply with an agreement that the County makes that restricts use or disclosure of PHI pursuant to the Privacy Rule at 45 C.F.R. § 164.522(a), *provided* the County notifies Contractor in writing of the restriction obligation that Contractor must follow. The County will promptly notify Contractor in writing of the termination of any such restriction agreement and instruct Contractor whether any PHI will remain subject to the terms of the restriction agreement, notwithstanding its termination.
- e) Confidential Communications. Contractor will comply with a requirement to use confidential communication about PHI pursuant to the Privacy Rule at 45 C.F.R. § 164.522(b), *provided* the County notifies Contractor in writing of the confidential communication requirement that Contractor must follow. The County will promptly notify Contractor in writing of the termination of any such confidential communication requirement.

6. Security Breach, Privacy Breach, Security Incident and Mitigation.

- a) Security Breach Notification.
 - i) Contractor will report a Security Breach to the County without unreasonable delay and not later than 5 days after Contractor discovers or is informed by a Subcontractor of the Security Breach, *provided* Contractor may delay its report to the County for the duration specified in writing by a law enforcement official (or for up to 30 days if the law enforcement official fails to specify the duration in writing within such 30 days) who states to Contractor that such report would impede a criminal investigation or damage national security.
 - ii) Contractor's report will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or that Contractor reasonably believes has been, acquired, accessed, used or discloseCounty witht of the Security Breach, and provide as much of the information specified in 45 C.F.R. § 164.404(c) as is available to Contractor at the time of its report, and promptly thereafter as such information may become available to Contractor, to assist the County with notification obligations.
- b) In the event of disagreement whether a Security Breach has occurred, the determination of the County's Chief Information Security Officer and Privacy Officer shall be final and conclusive as to Contractor.Privacy Breach Notification. Contractor will report to the County any use or disclosure of PHI not permitted or required by this Provision or in writing by the County that is not a Security Breach reportable under Section 6(a) of this Provision. Contractor will make the report to the County not later than 5 days after Contractor learns of such unauthorized use or disclosure.

c) Security Incident Notification.

- i) Contractor will, upon learning of a successful unauthorized access, use, or disclosure of ePHI, report this type of Security Incident to the County in accordance with Section 6(a), if the Security Incident caused a Security Breach, and in accordance with Section 6(b), if the Security Incident caused a privacy breach.
- ii) Contractor will, upon learning of a successful unauthorized modification or destruction of ePHI or interference with system operations in Contractor's information systems that results in the unauthorized access, use, or disclosure of ePHI, report this type of Security Incident to the County not later than 5 days after Contractor learns of the successful Security Incident.
- iii) Contractor will record any attempted, but unsuccessful unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with system operations in Contractor's information systems, such as "pings" on fire walls, "port scans" and similar response request utilities that do not result in a successful Security Incident, of which Contractor is aware.

d) Mitigation. Contractor will mitigate or reasonably assist the County to mitigate, to the extent practicable, any harmful effect known to Contractor of a Security Breach, privacy breach or successful Security Incident under this Provision. Only to the extent that the Security Breach, privacy breach, or successful Security Incident was caused by either (i) Business Associate's (including its officers, agents, employees, consultants, subconsultants, or subprocessors) gross negligence or willful misconduct or (ii) Business Associate's (including its officers, agents, employees, consultants, subconsultants or subprocessors) breach of its data security obligations in the Contract, Business Associate will pay or reimburse the County or a Covered Entity for which the County is a Business Associate the cost of providing Security Breach notifications to all affected Individuals who are required by applicable Federal or State law to receive notification, including without limitation the cost of paper, printing, mailing, website posting, and newspaper or other publication, as well as operation of call centers and provision to affected Individuals of not less than 12 calendar months of credit monitoring service. Contractor will also pay or reimburse the County for fines, penalties or judgments as well as the reasonable costs of litigation arising out of a Security Breach or Privacy Breach to the extent resulting from Business Associate's (including its officers, agents, employees, consultants, subconsultants or subprocessors) (i) gross negligence or willful misconduct or (ii) breach of its data security obligations in the Contract. Notwithstanding anything to the contrary in this Business Associate Provision, this Section 6(d) does not limit the rights of County or the obligations of Contractor set forth in any Articles of the Professional Services Agreement or the Information Technology Special Conditions.

7. [Reserved]

8. Termination.

a) Termination for Breach. Termination rights are set forth in the Contract.

- b) Termination for Change in Law. In addition to the termination remedies available to the Parties as set forth in this Contract, either Contractor or the County may terminate its Business Associate relationship, without penalty or liability, if a statute or regulation or amendment to a statute or regulation materially adversely affects the obligations of the County or Contractor under this Provision. Either the County or Contractor may exercise this termination right by giving the other written notice of termination at least 60 days before the compliance date for such statute or regulation or amendment to statute or regulation, unless the County and Contractor agree in writing to, or such statute or regulation or amendment to statute or regulation requires, an earlier termination date. Notwithstanding the foregoing, both parties will attempt good faith negotiation of this Provision as set forth in Section 10. In addition, if the Contract may not be continued without the sharing of PHI, then the County, in its sole discretion may terminate the Contract without penalty or liability, to the extent required for County to maintain compliance with the applicable law.
 - c) Termination on Conclusion of the Contract. This Provision will terminate upon termination or other conclusion of the Contract.
 - d) Obligations on Termination.
 - i) Procedure for Return or Destruction of PHI. Contractor and County will follow the return or destruction of Client Data, including PHI, as set forth in the Contract.
 - ii) Procedure When PHI Return or Destruction Not Feasible. If Contractor or any of Contractor's Subcontractors has not returned or destroyed any PHI, Contractor will identify that PHI and explain in writing to the County why return or destruction of that PHI is infeasible. Contractor will limit further use or disclosure of such PHI to those purposes that make its return or destruction infeasible, for so long as Contractor or any of Contractor's Subcontractors maintain the PHI.
 - e) Continuing Privacy and Security Obligations. Contractor's obligations to protect the privacy and security of PHI as specified in this Provision will be continuous and survive expiration or termination of the Contract to the extent that Contractor maintains PHI.
9. **Notices and Reports**. Each notice or report that the County or Contractor is required or desires to give under this Provision must be furnished and will be effective in accordance with the notice provision of the Contract.
10. **Amendment**. Upon the compliance date of a statute or regulation or amendment to statute or regulation that affects the obligations under this Provision of the County or Contractor, the County and Contractor will enter into good faith negotiations to amend this Provision such that the obligations imposed on the County and Contractor by this Provision remain in compliance with all applicable statutes and regulations then in effect, unless the County or Contractor elects to terminate this Provision in accordance with Section 8(b) of this Provision.
11. **Conflicts**. The terms and conditions of this Provision will override and control any conflicting term or condition of the Contract or any other agreement or understanding between the County

and Contractor. Any ambiguity in this BAA will be resolved to permit the Parties to comply with the HIPAA Laws as may be amended from time to time.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE

COVERED ENTITY

Earnest Bentley

TYPE OR PRINT YOUR NAME

President, Risk Solutions

TITLE

 Under Original Ink or eSign

SIGNATURE

8/26/2024

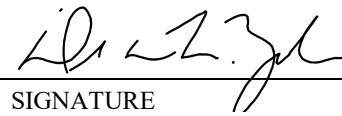
DATE

Deanna L. Zalas

TYPE OR PRINT YOUR NAME

Director of Risk Management, Cook County Government

TITLE



SIGNATURE

DATE

8/26/24

EXHIBIT 2

Information Technology Special Conditions

Exhibit 2
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

1.1. *Reserved*

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

1.3. *Reserved*

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. *“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.

1.7. *“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.

1.8. *“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.

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

1.10. *“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.

1.11. *“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.), the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq..

1.12. *“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.

1.13. **"Deliverable"** has the same meaning as "Deliverable" as defined in the County's Professional Services Agreement or as defined in the County's Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **"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.

1.15. **"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.

1.16. **"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.

1.17. **"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).

1.18. **"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) Protected Health Information; (c) passwords or other access-related information associated with any user account; and (d) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **"Protected Health Information"** or **"PHI"** has the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.20. **"Services"** has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement or "Deliverables" as defined in the County's Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.21. **"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.

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. 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 which are related to its obligations in the provision of its services; provided, however, for the avoidance of doubt, County will be responsible for receiving consents from third parties from whom County wants to receive data. 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.

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 standard 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, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services to the extent provided in accordance with the terms of the Agreement.

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. See Attachment X, Business Associate Agreement.

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. **Developed Software.** Contractor represents and warrants that all developed software will comply with the applicable documentation and specifications in all material respects. Open-Source

Materials. Contractor represents and warrants that all open-source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. 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.” 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.

4.5. Malware. Contractor represents and warrants that it has used industry standard methods to ensure that Contractor does 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 Software, Contractor must, at no additional charge, (a) promptly undertake to remove such Malware and (b) notify the County in writing without undue delay.

4.6. [Reserved]

4.7. Data Security. Contractor represents and warrants that it will use industry standard methods designed to prevent the unauthorized access to or any loss or damage to County Data or County IP. Contractor’s industry standard methods comply with NIST 800-53 rev4 and NIST 800-53 rev5. Contractor agrees that it will not use EOL (end of life) software or hardware.

5. INTELLECTUAL PROPERTY

5.1 County Intellectual Property. See Section 3 of Exhibit 1 – Origami SSA.

5.2. Software Licenses. This Agreement and Contractor’s SSA contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP.

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 the County’s request within 30 days of the expiration/termination of the agreement, Contractor must promptly return all requested County Data to the County or its designee in a delimited text format. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. If requested by the County (which may come at the cost of professional service hours), 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, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-53; and upon County request, Contractor must provide County with a certificate of destruction 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.

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, designed 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: (a) at its own expense, notify the County in writing within two (2) business days; (b) to the extent such violation results from Contractor's breach of its obligations under this section, at Contractor's expense, take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) to the extent such violation results from Contractor's breach of its obligations under this section, at Contractor's expense, 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 designed 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-standard practices, which comply with NIST 800-53 rev4.

7.2. Security. Contractor must establish and maintain reasonable and industry standard physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and designed 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 level and scope required under (a) then-current NIST 800-series standard and successors thereto or (b) 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 hereunder. 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 employment agreements requiring such employee to comply with Contractor's policies and procedures, which include policies and procedures concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor shall limit access to any County Confidential Information to authorized personnel only and shall use industry standard measures designed to protect against unauthorized access. 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 those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Data in transit and in rest. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-53 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are generally available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

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.

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 forty-eight (48) hours following, the discovery or reasonable suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail, to the extent known, 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 in a manner identifying the County as an affected party 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 regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan reasonably acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (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, Contractor must pay all reasonable costs and expenses incurred by County in its compliance with any of County's notification obligations, as well as the reasonable cost of credit monitoring services for affected individuals.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, upon County's request (no more than once annually) and at Contractor's sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Upon County's request (no more than once in any 12-month period), Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

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) and 5 (Intellectual Property) 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. For the avoidance of doubt, Section 9 (Data Breach) and Section 10 (Audit Rights) will survive the expiration or termination of this Agreement for so long as Contractor retains County Data. Upon County's request, Contractor can provide a certification of deletion for County Data.

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 nothing in this Section 12 limits either party's rights set forth in Section 10(j) of the Agreement (*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 3

Origami Software Subscription Agreement

EXHIBIT 2 SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Origami SSA**”) is entered into as of _____, 2024 (the “**Effective Date**”) by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and Cook County, a public body corporate of the State of Illinois (“**Client**”). Origami and Client hereby agree as follows:

1. **DEFINITIONS.**

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

“**Agreement**” or “**Contract**” means the Professional Services Agreement No. 2305-09192 between Cook County and Origami Risk LLC, including all exhibits attached thereto.

“**Client Data**” means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

“**Client Party**” means Client and each of its Affiliates and Users.

“**Client Support**” means support services provided by Origami to Client as set forth in any Order Form or Statement of Work.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection. Notwithstanding the foregoing, Consultant Confidential information shall not include Deliverables as defined in the Agreement.

“**Configurations**” means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Fees**” means the fees payable pursuant to the Agreement or any Order Form or Statement of Work.

“**Intellectual Property Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Order Form**” means any order form setting forth subscriptions, hosting, data processing or other Service-related items ordered by Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time.

“**Professional Services**” means the professional services provided by Origami to Client as set forth in any Statement of Work.

“**Service**” means Origami’s software-as-a-service identified in an Order Form and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to Client by Origami.

“**Statement of Work**” means any statement of work setting forth Professional Services to be performed by Origami for Client that is entered into and mutually approved in writing by the parties pursuant to the Agreement from time to time.

“**User**” means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client’s Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client’s Affiliates.

“**Work Product**” means Configurations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Configurations, and all Intellectual Property Rights subsumed therein.

2. **SERVICE.**

(a) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access and use the Service via the Internet pursuant to subscriptions set forth in an Order Form. Client’s Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and each applicable Order Form, Statement of Work and Documentation.

(b) **Service Level Agreement.** Origami’s Service Level Agreement with respect to the Service is set forth as Exhibit 11 to the Agreement (the “**Service Level Agreement**”). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the

Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Origami SSA.

(c) **Restrictions.** Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, compromise or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if any Client action does interfere with any third party's use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service or to artificially simulate user activity; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami's systems or networks without Origami's explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(d) **Users.** Client may permit the number of authorized Users as set forth in the Order Form to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Order Form and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Order Form or Documentation. It is Client's

responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User. Client shall be responsible for the acts and omissions of its Users as if they were undertaken by Client itself. Further, Client shall be responsible for ensuring that its Users utilize appropriate security practices and are given appropriate permissions for their usage of the Service.

(e) **Third Party Access.** Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Origami SSA and each applicable Order Form and Statement of Work, provided that each such third party User has agreed in writing to Origami's Third Party User Agreement ("**Third Party Terms**") prior to or upon such User's initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User's initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Origami SSA and the applicable Statement of Work or Order Form, and Documentation, and the applicable Third Party Terms, and (ii) all violations of the terms or conditions of the Origami SSA, each applicable Statement of Work, Order Form, Documentation, and the applicable Third Party Terms by each Client Party.

(f) **Client Support and Professional Services.** During the term of this Agreement, Origami will provide Client Support and Professional Services to the extent set forth in a Order Form or a Statement of Work. Provided that the Agreement is amended in accordance with Article 10(c), Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami's then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client's operating systems, networks, hardware, or other related equipment of Client, or (ii) Client's or any of its Users' use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Origami SSA.

(g) **Client Obligations.** Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) maintain the equipment required to use the Service as set forth at <http://www.origamirisk.com/product-requirements>; (vi) safeguard the usernames, passwords and other security data, methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to perform its obligations hereunder (and Origami shall not be required to enter into agreements with any such third parties), and (xi) take such other actions as are required of Client pursuant to this Origami SSA including any Order Form and Statement of Work.

(h) **Client Warranty.** The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Origami SSA; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(i) **Non-Origami Events.** Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to the

Agreement, the Origami SSA, including any Order Form or Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in the Agreement, Origami SSA or any Order Form or Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event as defined in the Agreement.

(j) **Mobile Service.** The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

3. INTELLECTUAL PROPERTY RIGHTS.

(a) **Origami Intellectual Property Rights.** As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Origami SSA or the Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive

right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in the Agreement and Statement of Work, and Client shall have no other right to use any Work Product.

(b) **Client Data.** Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement.

(c) **Notices of Infringement.** In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

4. **INTENTIONALLY OMITTED.**

5. **INTENTIONALLY OMITTED.**

6. **RESERVED.**

7. **TERM AND TERMINATION.**

(a) **Intentionally Omitted.**

(b) **Intentionally Omitted**

(c) **Events Upon Termination.** Upon the termination of the Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all amounts due pursuant to a Statement of Work or Order Form.

(d) **Survival.** Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of this Origami SSA that, by their terms or nature, are intended to survive such termination or expiration shall do so including, as an example and without

limitation, Sections 3, 5, 8(c), and 9 through 13, as well as all payment obligations, shall survive.

8. **INTENTIONALLY OMITTED.**

9. **INTENTIONALLY OMITTED.**

10. **INTENTIONALLY OMITTED.**

11. **INTENTIONALLY OMITTED.**

12. **EXPORT CONTROL.**

(a) **Export.** Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at <http://www.bis.doc.gov>; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity on the lists of prohibited entities and persons maintained by such office, currently available at <http://www.ustreas.gov/ofac>.

(b) **Disclaimer.** Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada, the United Kingdom and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

13. **GENERAL.**

(a) **Assignment.** Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party.

(b) **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

(c) **Intentionally Omitted.**

(d) **Certain Remedies.** Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami's breach of Section 3(b) or 5 of this **Origami SSA** or Client's breach of Section 2, 3 or 5 of this **Origami SSA**; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-

breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

EXHIBIT 4

Order Form and Statement of Work

Order Form and Statement of Work
ORDER FORM #20240801

CONTACT INFORMATION	
Client: Cook County, Illinois	Bill To Contact: Janae McBride
Address: 118 N. Clark St, Room 1018 Chicago, IL 60602-1375	Bill To Email: janae.mcbride@cookcountyil.gov
Primary Contact: Jacqueline Hrabak	Is purchase order (PO) required? <input type="checkbox"/>
Primary Contact Email: jacqueline.hrabak@cookcountyil.gov	Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Subscription Term: 36 Months
Effective Date: 08/01/2024

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Full User(s)	188 User(s)
Light User(s)	20 User(s)
Claims Admin User(s)	20 Claims Admin User(s)
Workers' Compensation Solution(s)	1 Jurisdiction(s) Available
Workers' Compensation Solutions - Mitchell Fee(s)	Functionality Selected
Annual Total: \$355,925.00	

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 30 GBs of Database Size
Additional Non-Searchable File Attachment Storage	400 Additional GBs of Non-Searchable File Attachment Storage
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
Annual Total: \$50,600.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
HR Employee Demographic Import	Integration Selected

Medbill 2 way interface	Integration Selected
CMS-111 Interface	Integration Selected
Accounts Payable 1 way Interface	Special Data Processing
Annual Total: \$28,750.00	

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 5 hours of Client Support services per month beginning on the Effective Date.
Annual Total: \$15,000.00	

Annual Fees (before discount):
 \$450,275.00
Discount (applied to \$450,275.00):
 (\$50,925.00)
Total Annual Fees: \$399,350.00

BILLING DETAILS AND ADDITIONAL TERMS
<p>This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). This Order Form will be deemed a part of the Agreement.</p> <p>Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter.. All travel costs and expenses must be pre-approved by Client in writing and will be billed to Client as incurred.</p> <p>Service descriptions and service-specific terms and conditions are hereby incorporated as Exhibit 3-A. Additional professional services may be set forth in other Statements of Work as agreed between the parties.</p>

STATEMENT OF WORK #20240801

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for Cook County, Illinois (“Client”). This SOW is subject to all the terms and conditions of Cook County Sole Source Agreement No. 2310-09192 between Client and Origami (the “Agreement”). Capitalized terms used herein shall have the meanings set forth in the Agreement.

TERM

The term of this SOW shall begin on August 1, 2024 and shall terminate upon the completion of the implementation work described herein.

IMPLEMENTATION

Implementation is the process of configuring the Service for use by Client as contemplated in the “Implementation Scope” section of this SOW. Client’s provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

This SOW includes up to 24 hours of professional services for the implementation deliverables set forth in this SOW. In the event that additional hours are needed to complete the implementation deliverables, the parties may enter into a separate amendment or statement of work to purchase such additional hours pursuant to Article 10(c) of the Agreement.

Implementation Scope

Origami will work with Client to perform the following implementation tasks:

RMIS Configuration

<u>Integrations</u>	
Deliverable	Scope
Accounts Payable 2-Way Interface – Claim Payments	Configure Origami's standard Accounts Payable 2-way interface <u>Includes:</u> <ul style="list-style-type: none"> • Configure Transaction/check export using Origami’s standard layout • Deploy the Origami standard cleared check import process for bank accounts. <u>Assumptions:</u> <ul style="list-style-type: none"> • Client will be responsible for configuring the check reconciliation file which will be imported into Origami. • Client will provide the data file in delimited or fixed width format using Origami’s standard layout. • <i>The</i> files will be sent via SFTP and utilize PGP encryption. File transfer will be automated and will not require daily manual intervention.

<u>Project Management</u>	
Deliverable	Scope
Project Management	Origami will designate a project manager to provide project management activities during

the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below:
Origami will:

- Schedule and lead initial kickoff call or meeting.
- Lead 30-minute status calls every two weeks throughout the term of the project (or as otherwise agreed upon by both Origami and the Client) with attendees which will be determined at project kickoff and as may be adjusted as needed throughout the duration of the project.
- Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time.
- Provide a project dashboard and QRAID (Questions, Risks, Actions, Issues, Decisions) log to provide oversight on issues which may impact scope, resources or timeline.
- Coordinate all activity within Origami to complete Origami's tasks on schedule and ensure project team's collaboration and accountability.

Client will:

- Participate in status calls and working meetings.
- Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule.
- Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule

CLIENT ROLES AND RESPONSIBILITIES

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.

- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client \$5,400.00 for the Professional Services detailed in this SOW. Such payment shall be invoiced by Origami upon signature of the Agreement by both parties and due in accordance with the terms of the Agreement.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

EXHIBIT 4-A

ORIGAMI RISK
SERVICE DESCRIPTIONS AND SERVICE-SPECIFIC TERMS AND CONDITIONS

Effective For Order Forms Executed After January 23, 2024

SUBSCRIPTION/LICENSE DESCRIPTIONS

Base Subscription Functionality	
Risk Management Information System (RMIS)	Includes risk management functionality, including incidents, claims, insurance policy management, locations, and safety
* Origami may offer other base functionality that is not explicitly listed above.	

User Licenses	
Full User	These licenses provide the right for a named individual to access all the capabilities and features of the Service, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected.
Light User	These licenses provide the right for a named individual to access the dashboard, reports pre-configured for them, and read-only access to other areas of the Service. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	These licenses provide the right for a named individual to access all the features and capabilities of the Service, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected.

<u>Extended Functionality Licenses</u>	
Workers' Compensation Solutions	<p>This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users):</p> <ul style="list-style-type: none">• Automated EDI FROI/SROI State Reporting via Mitchell• Indemnity Benefits Rates• Workers' Compensation State Forms <p>This license gives access to Origami's interface with Mitchell for the purpose of state workers' compensation reporting. Pursuant to this license, Origami will provide its First Reports of Injury ("FROI")/Subsequent Reports of Injury ("SROI") Automation Module within the Service to facilitate tracking and reporting of FROI and SROI related data, configured on a per-state basis; and will allow Client to maintain and process claim and transactional data for submission to states via Electronic Data Interchange ("EDI"). Origami's interface with Mitchell allows for the creation, validation and submission of First Report of Injury submissions. Origami's interface will receive a file back noting any exceptions, driving adjuster notifications and workflow.</p> <p>EDI FROI/SROI Reporting via Mitchell is a subscription service which requires a separate agreement with Mitchell. Client understands that Origami is providing an interface with Mitchell and that Mitchell will provide its services pursuant to an agreement between Client and Mitchell. Origami makes no representations or warranties with respect to Mitchell's services and in no event shall Origami be responsible or liable for any acts or omissions of Mitchell. Origami's automated EDI FROI/SROI solution requires the Client to utilize Origami's standard EDI FROI/SROI functionality and layouts, including EDI related claim fields, codes, financial buckets, and financial categories. If the agreement between Origami and Mitchell is terminated during the term of the Order Form, Origami shall provide prompt written notice to Client, and the Mitchell services under the Order Form shall be terminated as of such date (and Origami will provide a refund to Client of any prepaid and unused fees for the Mitchell services). Origami will only support this feature in an ongoing phase if no modifications to these areas have been made.</p>

Subscription Notes:

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Origami may require support hours or professional service hours for any such configuration.
2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require a separate license. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such a new license in an Order Form.

HOSTING AND CLOUD MANAGED SERVICES

Origami will host the application and data and will backup Client Data at periodic intervals each day as set forth in the Service Level Agreement.

If Client has purchased a separate ongoing testing environment, the following terms and conditions apply:

- Origami will conduct quarterly refreshes of data from production at Client's request.
- Origami's Service Level Agreement does not apply to the testing environment.

- Upon Client request, additional refreshes can be requested and will erode Client Support hours.
- Client understands that the testing environment is updated with software changes regularly.
- Any data manipulation or transition of forms between the environments will erode Client Support hours.

DATA PROCESSING

Origami will process the claims data received from Client data providers and maintain import and/or export routines and schedules with third parties as indicated in the applicable Order Form.

In connection with these data processing activities, if any, Client agrees that it will:

- Use tools in the Service to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.
- Ensure the ongoing performance of import and export responsibilities of each 3rd party system.

ADDITIONAL SERVICES

Additional subscriptions, users, hosting or other use beyond that which is listed in the Order Form shall require additional fees. Client shall not use the services in excess of the purchased amount set forth in the Agreement.

CLIENT SUPPORT

Origami provides Client Support through a subscription package for the term of the contract. Client Support includes an Origami-assigned, focused coverage team that can be contacted directly by client administrators for real time, point-of-contact production support inquiries. Client Support includes the following work performed by such coverage team on behalf of the client:

- Service Case Management, meaning the receipt and capture of all client production support inquiries as Service Cases, and the timely acknowledgement, review and qualification of those cases. Service Cases will be evaluated and addressed following Origami's process based on industry standards. Service Cases will be qualified as Service Requests, Incidents or Professional Services. Service Requests and Incidents are included in Client Support while Professional Services are not included in Client Support and are further defined below.
 - Service Requests include requests for information, guided assistance to users/administrators, coordination of activities related to client-requested basic security changes in the Origami platform (e.g., SSO link changes and FTP site modifications), routine modifications and maintenance of existing system configurations, data feeds, interfaces, integrations or customizations, and triage and execution of minor enhancements and changes that do not require a Change Request (see definition below).
 - Incidents (Qualified and Unqualified) include any unplanned interruptions or degradations in the quality of the Origami delivered software-as-a-service.
 - Qualified Incidents include any interruption or degradation that occurs as a result of (1) an Origami software defect or cloud infrastructure issue or (2) a client

configuration issue caused by standard Origami updates to the Origami Risk platform, but only to the extent such client configuration was originally designed, tested and delivered by Origami in accordance with direction received and approved during implementation.

- Unqualified Incidents include any interruption or degradation that does not qualify as a Qualified Incident, including (1) issues that occur as a result of configurations created by the client or a third party, (2) issues caused by the client or a third party, or (3) issues that are known or existing at Go-Live for the applicable Service.
- High-level estimates for Professional Services, provided that time required for functional specifications, detailed design or technical review is not included and requires Professional Services.
- Access to current and future Origami product documentation, knowledge and best practice education that Origami generally makes available to clients.
- Efforts required by Origami to address routine client-specific regulatory and compliance changes or data security updates to configurations.
- Routine assistance with technical audits, product reviews, quality assurance and data exceptions handling.
- Efforts as needed as an advisor, escalation point and advocate throughout the customer journey.

Any work that is not included in the definitions of Client Support (as determined in Origami's reasonable discretion) must be separately contracted as Professional Services.

Client Support Subscription

Origami offers a Client Support subscription to align Origami's support resourcing and staffing for the appropriate needs of the client. A Client Support subscription provides the client with resourcing and staffing based on a specified number of hours of Client Support services per calendar month, after which there may be substantial delays in response times. These hours allocations allow Origami to staff Client Support engagements appropriately and do not cumulate or roll over. The staffing hours allocation for the client's selected Client Support subscription will be set forth in the contract.

Qualified Incidents (as defined above) are addressed by Origami as part of Client Support without taking into account a client's support subscription or any hour allocations.

Origami reserves the right to review a client's selected Client Support subscription periodically, including when client resourcing and staffing demands exceed the selected subscription, to ensure there is sufficient resourcing and staffing for the client's support needs. Origami account management will propose adjustments if a client's support needs should increase in order to avoid delays in Client Support case processing, availability and responsiveness.

PROFESSIONAL SERVICES

Any work performed by Origami service or support professionals that does not fall into the definition of Client Support above is deemed to be Professional Services. Examples of work that requires Professional Services include:

- Implementations and Projects: include the creation or implementation of new product functionality and any related new configurations, customizations, enhancements, data feeds, interfaces or integrations (i.e., multiple distinct deliverables) requiring detailed scoping and design, project management (specified resources, documented plans and artifacts, etc.), multi-functional resource commitments (e.g., professional services and development resources or third party service integrators); project administration, calls and meetings related to such work; detailed Origami testing and/or client user acceptance testing (UAT); and scheduled/planned deployments.
- Change Requests: include complex modifications or maintenance of functionality, configurations, customizations, enhancements, data feeds, interfaces or integrations, and other changes that are not mutually agreed to be reasonably delivered by the client's assigned focused coverage team resources under Client Support, generally requiring some scoping, design, change management (approval and/or authorization to deploy), testing and post-deployment validation from Origami.
- Other work or engagements that requires specialized skills or resources other than the assigned focused coverage team resources for Client Support.
- Dedicated on-call support during special projects or specific events.
- Client-requested travel and tasks conducted during such visits.

ACCOUNT MANAGEMENT

Origami also provides account management services to clients in order to understand and support client on-going and future business requirements, objectives and strategic development plans. Time spent by Origami account management resources is provided without cost and is separate from Client Support or Professional Services.

CLIENT ROLES AND RESPONSIBILITIES

Each client is responsible for identifying an administrator who will be responsible for client-side system maintenance and working with Origami to provide support to end users, as well as assigning security rights and maintaining user IDs for all users. Origami does not provide support directly to end users of the client, and only these client administrators will have direct access to Origami's assigned focused coverage team. Client administrators are the first point of contact for client end users and responsible for triaging any support needs where the Origami team needs to be engaged.

Client administrators and, from time to time, other client employees are responsible for providing timely direction and feedback as needed by Origami to complete implementation and support tasks. Client administrators are also responsible for gathering appropriate information about any issue in advance of contacting Origami.

The client will have final responsibility for decisions regarding configurations or customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created at client's direction by or for a client or its users in the Origami platform. For all such configurations and customizations, the client shall be responsible for quality assurance to ensure that such configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.

EXHIBIT 5

Schedule of Compensation

Not to Exceed: \$1,198,050.00

MAXIMUM COMPENSATION: Origami Risk LLC and subcontracted partners shall be compensated for services performed in accordance with the following Service Fee Schedule table. Total Consultant compensation under this Agreement shall not exceed \$1,198,050.00 without a written amendment in accordance with Section 10 c:

Pricing with 150 Users + AP 2 Way Interface				
	Current Footprint	Additional Services*	Dollar Amount	Total
RMIS Software License	1	1	\$7,500.00	
Full Users	38	38	\$60,800.00	
Additional Full Users*		150	\$150,000.00	
Claims Admin Users	20	20	\$60,000.00	
Light Users	12	12	\$6,000.00	
WC Jurisdictions	1	1	\$13,800.00	
Mitchell EDI Integration Fees	1	1	\$6,900.00	\$305,000.00
Hosting per GB	30	30	\$46,000.00	
Additional Non-Searchable File	4	4	\$4,600.00	\$50,600.00
CMS-111 Interface	1	1	\$5,750.00	
HR Employee Interface SFTP	1	1	\$5,750.00	
Medbill 2 Way Interface SFTP	1	1	\$8,625.00	
Accounts Payable 2 Way Interface	1	1	\$8,625.00	\$28,750.00
Hours of Ongoing Support and Maintenance	Up to 5 hours/month or 60 hours/year		\$15,000.00	\$15,000.00
			Annual Total (Current Footprint)	\$249,350.00
			Annual Not-to-Exceed (Additional Service)	\$399,350.00
*Such payments for Additional Services (Additional Full Users licenses) will be due upon execution of an Order Form by both parties.				

Additional subscriptions and licenses, hosting and managed services, data processing, additional services, ongoing support and professional services, or other use beyond that listed above shall require additional fees, and all such fees will be at Origami's then-current rates.

PRICING AND INVOICE:

The County agrees to pay Origami the agreed-upon fees for the licensing, hosting, data processing, support services and its and managed services, data processing, additional services, ongoing support, and professional services pursuant to EXHIBIT 5 Schedule of Compensation Service Fee Schedule. The fees will be invoiced in accordance with the Exhibit 4 – Order Form and Statement of Work and will be due in accordance with the terms of the Agreement.

ADDITIONAL SERVICES

Additional subscriptions, users, hosting, or other use beyond that which is listed in the Order Form shall require additional fees. Client shall not use the services in excess of the purchased amount set forth in the Agreement.

EXHIBIT 6

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

July 17, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark Suite 2300
Chicago, IL 60601

Re: Contract Number: 2310-09192
Risk Management Information System
Department of Risk Management
Vendor: Origami Risk LLC
Award Amount: \$1,198,050.00
Contract Duration: 8/1/2024 – 7/31/2027 with Two (2) Three (3) Year Renewal Options
Sole Source – Professional Services
Participation Goal: 0% MWBE

Dear Mr. Sarrafian:

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

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/dbmm

CC: Anna Epps, OCPO
Deanna L. Zalas, Risk Management
Jacqueline Hrabak, Risk Management

Contract No. 2310-09192
Risk Management Information System

EXHIBIT 7

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2024

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

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

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations
	PHONE (A/C No. Ext): 866-966-4664 FAX (A/C No.): 212-948-0770 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com
CN108297617-Std-GAWUC-23-24	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Origami Risk LLC 222 N LaSalle St. Suite 2125 Chicago, IL 60601	INSURER A: Great Northern Insurance Company 20303
	INSURER B: Chubb National Insurance Co. 10052
	INSURER C: Federal Insurance Company 20281
	INSURER D: Travelers Property Casualty Company Of America 25674
	INSURER E: Greenwich Insurance Company 22322
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CHI-01069443-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36054225	12/17/2023	12/17/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <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 <input type="checkbox"/> AUTOS ONLY			73812857	12/17/2023	12/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79896733	12/17/2023	12/17/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71756628 (IL,AZ,CA,CO,CT,FL,GA,IN,KS,LA,MA,ME,MI,MN,MO,NC,NH,NJ,NV,NY,OK,OR,PA,RI,SD,TN,TX,UT,VA,VT,WI,WV)	12/17/2023	12/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	PRIMARY CYBER / E&O			ZPL-31N48247-23-13	12/17/2023	12/17/2024	LIMIT	5,000,000
E	EXCESS CYBER / E&O			MTE9039049 04	12/17/2023	12/17/2024	LIMIT	\$5M xs \$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County Chief Procurement Officer is/are included as additional insured where required by written contract with respect to General liability.

CERTIFICATE HOLDER Cook County Chief Procurement Officer 161 N. Clark Street, Suite 2300 Chicago, IL 60601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Origami Risk LLC 222 N LaSalle St. Suite 2125 Chicago, IL 60601	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE CYBER/E&O POLICIES EVIDENCED ABOVE ARE SUBJECT TO SELF-INSURED RETENTIONS FOR VARIOUS PERILS COVERED.

EXHIBIT 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	24-3603	Version:	1	Name:	New Contract Origami Risk LLC (Risk Management Information System) 2310-09192
Type:	Contract (Technology)	Status:			Approved
File created:	6/6/2024	In control:			Board of Commissioners
On agenda:	7/25/2024	Final action:			7/25/2024
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Risk Management

Vendor: Origami Risk LLC, Chicago, Illinois

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

Good(s) or Service(s): Risk Management Information System (RMIS)

Contract Value: \$1,198,050.00

Contract period: 8/1/2024 - 7/31/2027 with two (2), three-year renewal options

Potential Fiscal Year Budget Impact: FY 2025 \$399,350.00, FY 2026 \$399,350.00, FY 2027 \$399,350.00

Accounts: 11000.1490.13385.520830.00000.00000

Contract Number(s): 2310-09192

Concurrence(s):

The Contract Specific Goal set on this contract is Zero.

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Summary: The Department of Risk Management respectfully submits this item requesting authorization for the Chief Procurement Officer to enter into and execute a Sole Source Agreement for Professional Services contract #2310-09192 with Origami Risk LLC to replace services currently provided under contract #1425-13183. Origami Risk LLC provides a claims management system required to support the accounting, financial management, and reporting needs of the County. All liability claims, including workers' compensation, are tracked within this system. The State's Attorney's Office and other business units access the system for their respective claims management activities. The current software has established integrations that include Single Sign-On (SSO) authentication, allow for the passing of data between Origami and other existing County and third-party systems, and enable the County to submit queries and reports pursuant to Section 111 Centers for Medicare & Medicaid Services (CMS) obligations, as well as EDI First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) accident reporting requirements under the Illinois Workers' Compensation Act.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Sponsors:

Indexes: DEANNA ZALAS, Director, Department of Risk Management

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/25/2024	1	Board of Commissioners		

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Risk Management

Vendor: Origami Risk LLC, Chicago, Illinois

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

Good(s) or Service(s): Risk Management Information System (RMIS)

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This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

EXHIBIT 9

Identification of Subcontractor/Supplier/Subconsultant Form

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

OCPO ONLY:	
<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.: 2310-09192	Date: 6/24/2024
Total Bid or Proposal Amount: \$1,203,450.00	Contract Title: Professional Services Agreement Risk Management
Contractor: Origami Risk LLC	Subcontractor/Supplier/ Subconsultant to be n/a added or substitute:
Authorized Contact for Contractor: Michael Minea	Authorized Contact for Subcontractor/Supplier/ n/a Subconsultant:
Email Address (Contractor): legal@origamirisk.com	Email Address (Subcontractor): n/a
Company Address (Contractor): 222 N. LaSalle St #2100	Company Address n/a (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip n/a (Subcontractor):
Telephone and Fax (Contractor): 312-546-6515	Telephone and Fax n/a (Subcontractor):
Estimated Start and Completion Dates 08/01/2024-07/31/2027 (Contractor):	Estimated Start and Completion Dates n/a (Subcontractor):

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>
n/a	

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.**

Origami Risk LLC

Contractor

Robert G. Petrie III

Name

President & CEO

Title

RTS

June 27, 2024

Prime Contractor Signature

Date

EXHIBIT 10

Electronic Payables Program (“E-Payables”)

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller’s Electronic Payables Program (“E-Payables”).

If you wish to participate in E-Payables, please contact the Cook County Comptroller’s Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

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

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

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

There are two options within this initiative:

1. Dedicated Credit Card – “PULL” Settlement

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

2. One-Time Use Credit Card – “SUGA” Settlement

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

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EXHIBIT 11

Economic Disclosure Statement

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

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

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.

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
none	
_____	_____
_____	_____

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

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

a) Is Applicant a "Local Business" as defined above?
Yes: No:

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

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.



Declaration of Child Support Obligations

2310-09192

This form must be completed by all Applicants seeking issuance or renewal of a County Privilege.

Applicable law provides that 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.

- **Applicant:** any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.
- **County Privilege:** any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.
- **Substantial Owner:** 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 Applicants are required to complete this declaration and comply with the Child Support Enforcement Ordinance. An Applicant's signature on this form constitutes a certification that the information provided below is correct and complete, and that the individual signing this form has personal knowledge of such information.

Section A: Applicant Information:

If Applicant is a business entity with no Substantial Owners, check Box D in Section B.

Business Name:

If Applicant is a business entity with Substantial Owners as defined above, each Substantial Owner must complete and submit this declaration.

Last Name:

First Name:

Date of Birth:

Social Security Number (last four digits):

Section B: Child Support Obligation Information:

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, "To the best of my knowledge": (click check box left of questions "A", "B", "C", or "D" as is appropriate)

- A.** I do not have judicially or administratively ordered child support obligations.
- B.** I have an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.
- C.** I am delinquent in paying judicially or administratively ordered child support obligations.
- D.** I am an authorized representative of the applicant. The applicant does not have any Substantial Owners as described above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for denying, suspending, or revoking County Privilege(s); and, declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature: Date:

For Internal Office Use Only:

Department Name: Contact Name:

Date Received: Contact Email:

Contract/Permit/Application Number:

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 Origami Risk LLC

D/B/A: Origami Risk

FEIN # Only: 26-4060548

Street Address: 222 N. LaSalle St #2100

City: Chicago

State: IL

Zip Code: 60601

Phone No.: (312) 546-6515

Fax Number: _____

Email: legal@origamirisk.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) Limited Liability Company

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
See Attachment A		

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
See Attachment B			

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

Robert G. Petrie III

President & CEO

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

Title

RTI

June 27, 2024

Signature

Date

legal@origamirisk.com

(312) 546-6515

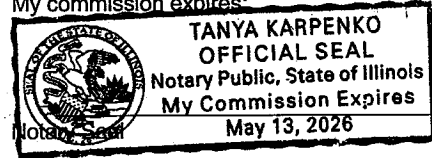
E-mail address

Phone Number

Subscribed to and sworn before me
this 27 day of June, 2024

My commission expires:

x. Tanya Karpenko
Notary Public Signature



Attachment A

Ownership Interest Declaration

Member Names	Address	Percentage Interest in Applicant/Holder(%)
Robert G. Petrie III	811 Solar Isle Drive Fort Lauderdale, FL 33301	Over 25%
Stephen L. Fischer	423 Atlantic Avenue Brooklyn, NY 11217	More than 5%, but less than 25%
Linus F. Concepcion	20 Irenhyl Avenue Port Chester, NY 10573	More than 5%, but less than 25%
Timothy G. Cope	363 Spring Avenue Ridgewood, NJ 07450	More than 5%, but less than 25%
SE VII OR AIV, L.P.	c/o Spectrum Equity One International Place 35th Floor Boston, MA 02110	More than 5%, but less than 25%

Attachment B

Member Names	Address	Title	Term of Office
Robert G. Petrie III	811 Solar Isle Drive Fort Lauderdale, FL 33301	President & CEO	12 years
Stephen L. Fischer	423 Atlantic Avenue Brooklyn, NY 11217	Member	12 years
Linus F. Concepcion	20 Irenhyl Avenue Port Chester, NY 10573	Member	12 years
Timothy G. Cope	363 Spring Avenue Ridgewood, NJ 07450	Member	12 years
SE VII OR AIV, L.P.	c/o Spectrum Equity One International Place 35th Floor Boston, MA 02110	Member	6 years
Spectrum VII Investment Managers' Fund, L.P.	c/o Spectrum Equity One International Place 35th Floor Boston, MA 02110	Member	6 years
Spectrum VII Co- Investment Fund, L.P.	c/o Spectrum Equity One International Place 35th Floor Boston, MA 02110	Member	6 years
Spectrum Discretionary Overage Program III-A, L.P.	c/o Spectrum Equity One International Place 35th Floor Boston, MA 02110	Member	6 years
Spectrum DOP III-B OR Investor, L.P.	c/o Spectrum Equity One International Place 35th Floor Boston, MA 02110	Member	6 years
Jason Kolb	6138 Harth Ct. Lisle, IL 60532	Member	1 year
Aaron Larson	1331 NE 31st Str, Ankeny, IA 50021	Member	1 year

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 SE VII OR AIV, L.P.

D/B/A: _____ FEIN # Only: 82-4483263

Street Address: 140 New Montgomery Street, 20th Floor

City: San Francisco State: CA Zip Code: 94105

Phone No.: 415-464-4600 Fax Number: _____ Email: carolina@spectrumequity.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
SE VII OR AIV, L.P. is a widely held pooled investment vehicle that owns approximately 13% of tOrigami Risk LLC. There is no member in SE VII OR AIV, L.P. that indirectly owns 5% or more of Origami Risk LLC		

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

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

Chief Compliance Officer
Title

[Signature]
Signature

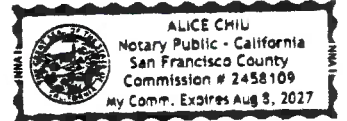
8/28/24
Date

carolina@spectrumequity.com
E-mail address

(415) 464-4600
Phone Number

Subscribed to and sworn before me
this 28 day of August 2024

My commission expires:



X [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"/> Half-sister |

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

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

Name of Person Doing Business with the County: Origami Risk LLC

Address of Person Doing Business with the County: 222 N. LaSalle St. #2100 Chicago IL 66001

Phone number of Person Doing Business with the County: (312) 546-6515

Email address of Person Doing Business with the County: legal@origamirisk.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:

Michael Minea, Deputy General Counsel; Email: mminea@origamirisk.com; Phone: 312-546-6515

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: _____

2310-09192

The aggregate dollar value of the business you are doing or seeking to do with the County: \$1,198,050.00

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, Sr. Contract Negotiator, anna.epps@cookcountvil.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: Jacqueline Hrabak,

Administrative Coordinator, DRM, Jacqueline.Hrabak@cookcountvil.gov

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.

TRRS

June 27, 2024

Signature of Recipient

Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2310-09192

County Using Agency (requesting Procurement): Department of Risk Management

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Origami Risk LLC

Substantial Owner Complete Name: Robert G Petrie III

FEIN# 26-4060548

Date of Birth: 5/4/1964

E-mail address: legal@origamirisk.com

Street Address: 811 Solar Isle Drive

City: Fort Lauderdale

State: FL

Zip: 33301

Home Phone: (612) 546 - 6515

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: 12725 Date: 6/27/2024

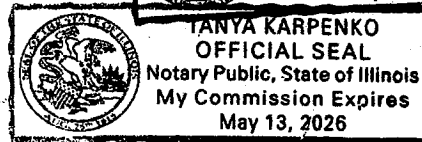
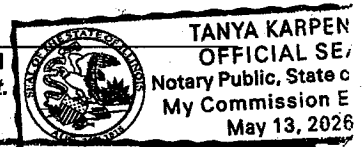
Name of Person signing (Print): Robert G. Petrie III Title: President & CEO

Subscribed and sworn to before me this 24 day of June, 2024

x Tanya Karpenko
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

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

Execution by LLC

_____ Origami Risk LLC	<i>Robert G. Petricola</i>
_____ LLC Name	<i>TZR</i>
_____ Date	_____ *Member/Manager Printed Name and Signature
	_____ 312-546-6515; legal@origamirisk.com
	_____ 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

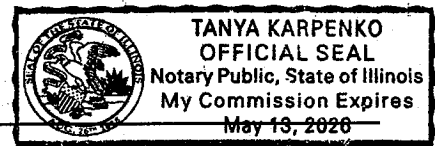
Subscribed and sworn to before me this 27 day of June, 2024.

Tanya Karpenko

Notary Public Signature

My commission expires: _____

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: 2024.08.29 12:38:14 -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)

8/7/2024

Date

CONTRACT TERM & AMOUNT

2310-09192

Contract #

8/1/24 - 7/31/27

Original Contract Term

Two (2) - Three (3)-Year Renewals

Renewal Options (If Applicable)

\$1,198,050.00

Contract Amount

July 25, 2024

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
JUL 25 2024
COM _____**