

**PROFESSIONAL SERVICES AGREEMENT**  
**ADULT PROBATION CASE MANAGEMENT SYSTEM SOLUTION**

BETWEEN



COOK COUNTY GOVERNMENT  
ADULT PROBATION DEPARTMENT & SOCIAL SERVICE DEPARTMENT

AND

CAPITA TECHNOLOGIES, INC.

CONTRACT NO. 1318-13264

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

**MAR 23 2016**

# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Capita Standard Agreement & Service Level Agreement
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Suppliers/Subconsultant Form(s)
Exhibit 7	Cook County Transportation Expense Reimbursement and Travel Regulations
Exhibit 8	IT Special Conditions
Exhibit 9	Economic Disclosure Statement

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Capita Technologies, Inc., doing business as a Corporation of the State of California hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 23, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Adult Probation Case Management System Solution Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

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

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

## TERMS AND CONDITIONS

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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

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

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

**"Data"**, as used herein, means any and all electronic records that are or will be stored on the Capita CASE Software for the use of Adult Probation and Social Service pursuant to the Contract with Cook County, including any printed versions thereof. Such electronic records include, but are not limited to, case record data kept and maintained for following operations of the Court: Adult Probation Department, Social Service Department, and Pretrial Services Department.

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

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

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

**b) Interpretation**

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

**c) Incorporation of Exhibits**

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

Exhibit 1	Scope of Services & Schedule of Compensation
Exhibit 2	Capita Standard Agreement & Service Level Agreement
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Suppliers/Subconsultant Form(s)
Exhibit 7	Cook County Transportation Expense Reimbursement and Travel Regulations
Exhibit 8	IT Special Conditions
Exhibit 9	Economic Disclosure Statement

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

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

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

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

**d) Personnel**

**i) Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.



**f) Insurance**

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

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

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

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

**Coverages**

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (a) All premises and operations;

- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

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

(d) Excess Liability

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

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

(e) Professional Liability

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. Coverage must include network security and privacy liability. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

**Additional requirements**

(a) Additional Insured

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) Qualification of Insurers

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

(c) Insurance Notices

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

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

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

(d) Waiver of Subrogation Endorsements

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

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the 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**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. County will have ownership of their data, and documents.

The County may elect to provide data to Consultant as part of Consultant's data warehouse and analytics initiative. If the County chooses to participate, data will be provided through a mutually agreed upon procedure and schedule. With the County's permission, and while the County is using the Capita CASE software, Consultant will have nonexclusive rights to County data that is in the product to use for performance analytics, compiling statistical analysis, and to measure and potentially predict the results through utilizing probation best practices. Consultant has the right to market this "Best Practices" information. Prior to Consultant using the data for the specified purposes, Consultant will remove from the data any offender personally identifiable information such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and) County employee's names. Consultant will securely store the Data in its criminal justice offender data warehouse. The County's data will be combined with other Consultant clients' data in the same state and across the United States.

The County will retain sole ownership to all Data provided by the County to Consultant for conversion or otherwise. Consultant shall not utilize County Data or any other County Confidential Information for any purpose other than that of performing the Services under this Agreement. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

This Agreement does not grant you any right to use the Software except as expressly set forth herein, nor does it grant you any ownership right, title or interest in or to the Software, nor in or to customizations to the Software made on your behalf by Consultant. Customizations made for you are merged into our base code for general user distribution and ownership is retained by Consultant. All right, title and interest in and to the copyrights, trademarks, patents, trade secrets and other intellectual property rights in the Software are and shall remain with Consultant and/or Consultant's suppliers. The County agrees to reproduce the copyright and other notices relating to the rights of Consultant and its suppliers on every copy or partial copy of the Software you make. The County may not remove, obscure, or

modify any such notices without Consultant's prior written consent. If Consultant gives you written consent to customize the Software by removing some of the appearances of the Capita logo, the "Powered by CAPITA" logo must continue to be displayed in a conspicuous and prominent manner as part of the Software.

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

**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

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

The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

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

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

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

This Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other, except the rights and obligations of either party may be assigned to another entity without consent in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. Such consent shall be granted or withheld on behalf of the County 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.

**I) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or

agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 6, 2016 ("**Effective Date**") and continue until April 5, 2021 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

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

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer,



this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## ARTICLE 5) COMPENSATION

### a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

### b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or 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 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

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

**e) Taxes**

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

**f) Price Reduction**

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

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services,

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

#### **ARTICLE 6) DISPUTES**

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

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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

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

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

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

## ARTICLE 8) SPECIAL CONDITIONS

### a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

### b) Ethics

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

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

**c) Joint and Several Liability**

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

**d) Business Documents**

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

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present

clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

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

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

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

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

**a) Events of Default Defined**

The following constitute events of default:

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

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer.

Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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



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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

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

**g) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$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 cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

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

**k) Comparable Government Procurement**

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

**l) Force Majeure**

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

**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:       Adult Probation Department  
69 West Washington, Suite 1940  
Chicago, Illinois 60602  
Attention: Department Director

and

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

If to Consultant:       Capita Technologies, Inc.  
4000 Westerly Place, Suite 110  
Newport Beach, CA 92660  
Attention: Mr. Charles Granville

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

**ARTICLE 12) AUTHORITY**

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



EXHIBIT 1

Scope of Services & Schedule of Compensation

## Exhibit 1

### Scope of Services and Schedule of Compensation Adult Probation Case Management System

#### 1. PROJECT AND SYSTEM OVERVIEW

Capita will provide the Circuit Court of Cook County Adult Probation Department and Social Service Department a new comprehensive case management information system for probation and pretrial operations as well as related cashier and contract monitoring functions. The new system will replace, consolidate, and enhance the County's current systems and applications and will meet all of the specifications marked as "required" in the Case Management System Requirements Matrix (see Attachment A) along with other specifications indicated in Capita's proposal response and in the Additional Customization Costs documents (see Attachment B). Capita will provide an unlimited user site license for Cook County Adult Probation and Social Services users to utilize Capita Case and for Court users that need access to Adult Probation and Social Services data. Additionally the license cost includes a onetime module price for the Vendor Portal and Financial modules.

The system must allow for more than 1,000 simultaneous users and the data conversion could potentially involve more than 80 million records. The County's goals in implementing a new system include the following:

- increasing efficiency in case management tasks;
- increasing efficiency and reducing redundancy in data entry;
- improving quality assurance, program evaluation, and workload management;
- improving financial auditing and contract monitoring processes;
- enhancing security and data tracking;
- integrating with the County's Interactive Voice Response (IVR) technology to reduce administrative tasks associated with supervision of low-risk offenders while increasing the accountability of offenders and probation officers; and
- increasing integration with other systems within and outside of Cook County government (e.g., the Clerk's Office, the State's Attorney's Office, the Sheriff's Office, the Illinois State Police, the Interstate Compact Offender Tracking System, and contracted agencies that provide drug testing and electronic monitoring) to reduce redundancy in data entry, increase data sharing, and allow for notification of important information such as new arrests, inmate release dates, drug testing results, and offender registration status.

The overall aim is to improve supervision of probationers and pretrial defendants, enhance public safety, and better service victims of crime.

Capita will implement Capita Case a unified case management solution with the following modules and services:

<b>SYSTEM FEATURES</b>	<b>Common Modules</b>	<b>Outlook Calendar Integration</b>
<b>Administration</b> <ul style="list-style-type: none"> <li>• Multiple User Views</li> <li>• Look Up Values</li> <li>• Self-Administration of Tables &amp; Security</li> </ul>	<ul style="list-style-type: none"> <li>• Appointments</li> <li>• Case Notes</li> <li>• File Tracking</li> </ul> <b>Documents</b> <ul style="list-style-type: none"> <li>• Documents &amp; Images</li> </ul>	<b>Payments</b> <b>Pretrial</b> <b>Remote Accessibility</b> <ul style="list-style-type: none"> <li>• Accessible via web browser on any device,</li> </ul>

Adult Probation Case Management System Solution

<ul style="list-style-type: none"> <li>• Configurable Assessments</li> <li>• Configurable Case Plans</li> <li>• Custom Workflows, Alerts &amp; Events</li> <li>• Vendor Management</li> <li>• Forms Generation</li> </ul> <p>Adult Case Management</p> <p>Address Validation</p> <p>Application Security</p> <p>Assessment Case Plan</p> <ul style="list-style-type: none"> <li>• Configurable Risk Assessment</li> <li>• Configurable Assessment Scoring</li> <li>• Multiple Assessment Types (Adult, Juvenile, sex offender, violent offender, etc.)</li> </ul> <p>Case Assignment &amp; Transfers</p> <ul style="list-style-type: none"> <li>• Caseload Management</li> <li>• Automatic &amp; Manual Case Assignments</li> <li>• Case Transfers</li> </ul> <p>Case Management</p> <ul style="list-style-type: none"> <li>• Arrests &amp; Warrant Information</li> <li>• Petition Information</li> <li>• Companions</li> <li>• Victim Information</li> <li>• Court Hearings</li> <li>• Court Reports</li> <li>• Court Orders</li> <li>• Conditions of Probation</li> <li>• Case Consolidation</li> <li>• Sealing Cases</li> </ul> <p>Centralized Registry</p> <ul style="list-style-type: none"> <li>• Demographics</li> <li>• Mug Shots</li> </ul>	<p>Evidence Based Practice Forms</p> <ul style="list-style-type: none"> <li>• Forms Generation</li> <li>• Pre-Populated with Existing Client Data</li> </ul> <p>GIS Mapping &amp; Geo-Analysis</p> <p>Intake</p> <p>Integration Services</p> <p>Intuitive 1-2 Click Navigation</p> <ul style="list-style-type: none"> <li>• Quickly navigate to any screen in 2 clicks or less</li> </ul> <p>Investigation</p> <ul style="list-style-type: none"> <li>• Investigation Assignments</li> <li>• Investigation Workload Management</li> <li>•</li> </ul>	<p>such as a tablet, phone or laptop.</p> <p>Reporting &amp; Ad-Hoc Reporting</p> <ul style="list-style-type: none"> <li>• Ad-Hoc Reporting</li> <li>• Measurement of Performance</li> <li>• Counts &amp; Indicators</li> <li>• Parameterized Standard Reports</li> </ul> <p>Restitution</p> <p>Security</p> <p>Spell Check</p> <p>Supervision</p> <ul style="list-style-type: none"> <li>• Violations of Conditions of Probation</li> <li>• Substance Abuse Testing</li> <li>• Victim Restitution</li> <li>• Counseling</li> <li>• Community Service</li> <li>• Contacts</li> <li>• Programs</li> <li>• Community Detention Program</li> </ul> <p>Training</p> <ul style="list-style-type: none"> <li>• End User Training</li> <li>• Train the Trainer Training</li> </ul> <p>Web-Based</p>
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Capita Case provides robust standard and statistical reports, as well as ad-hoc reporting functionality to customize additional reports. Capita Case provides greater time and cost efficiency when generating reports since the application adheres to a highly organized data input ontology. This makes more information retrievable for ad-hoc reports, advanced search and more. Data entry is very modularized, and Capita Case stores data elements separately in individual tables. This allows data retrieval to be extremely quick and accurate. This provides an immense advantage over applications that group the majority of data in case notes. This approach can cause reporting to be inaccurate and time-consuming, expensive to develop and can make some data-retrieval impossible. Capita Case offers rich parameterized reports, many of which have a graphical interface, which helps make the information easier to view and understand. In addition, each report can be run for multiple parameters, such as age, gender, location, date range, ethnicity, case type and more. With the flexible parameter modifications, these reports actually represent numerous report combinations, allowing users to access mission-critical

information quickly and easily. The Capita Case product will come with the standard reports that come as part of the product. The standard Capita case reports include those shown in the table below:

REPORT & DESCRIPTION	PARAMETER COMBINATIONS
<p><b>AWOL/Bench Warrant Report:</b> Displays clients who had active AWOLs and/or Bench Warrants during a specified date range.</p>	<ul style="list-style-type: none"> <li>• Date From</li> <li>• Date To</li> </ul>
<p><b>Appointments Report:</b> Displays clients who had or have appointments during a specified date range (one week maximum) which meet other specified selection criteria.</p>	<ul style="list-style-type: none"> <li>• Appt. Date From</li> <li>• Appt. Date To</li> <li>• Facility Type</li> <li>• Work Location</li> <li>• Appointment Type</li> <li>• Appointment Sub-Type</li> </ul>
<p><b>Case Notes Report:</b> Displays case notes for clients which meet specified selection criteria.</p>	<ul style="list-style-type: none"> <li>• Case Notes Date From</li> <li>• Case Notes Date To</li> <li>• Facility Type</li> <li>• Work Location</li> <li>• SPO Caseload</li> <li>• PO Caseload</li> <li>• Client Number</li> <li>• Client Status</li> <li>• Program Type</li> </ul>
<p><b>Population Report:</b> Displays population graphs and detail for a specified date, facility, and unit.</p>	<ul style="list-style-type: none"> <li>• Date</li> <li>• Work Location</li> <li>• Unit/Community</li> </ul>
<p><b>Relation Report:</b> Displays family members and interested parties of clients based on specified selection criteria.</p>	<ul style="list-style-type: none"> <li>• Work Location</li> <li>• Facility Type</li> <li>• Client Status</li> </ul>
<p><b>Recidivism Detail Report:</b> Displays graphs and detail of the recidivism of clients (Juvéniles and Adults). Recidivism is measured in terms of re-occurrence of arrest after the client has successfully completed probation.</p>	<ul style="list-style-type: none"> <li>• Age</li> <li>• Gender</li> <li>• Ethnicity</li> <li>• From Month</li> <li>• From Year</li> <li>• To Month</li> <li>• To Year</li> </ul>
<p><b>Recidivism Summary Report:</b> Displays a summary graph of the Recidivism Detail report. Recidivism is measured as re-occurrence of arrest after the client has successfully completed probation.</p>	<ul style="list-style-type: none"> <li>• Age</li> <li>• Gender</li> <li>• Ethnicity</li> <li>• Year</li> </ul>
<p><b>Active Cases Detail Report:</b> Displays graphs and detail of the total active cases in the system broken down by Age, Gender, Ethnicity, and Case Type.</p>	<ul style="list-style-type: none"> <li>• Age</li> <li>• Gender</li> <li>• Ethnicity</li> <li>• From Month</li> <li>• From Year</li> <li>• To Month</li> <li>• To Year</li> <li>• Case Type</li> </ul>
<p><b>Active Cases Summary Report:</b> Displays a summary graph of the active cases in the system broken down by Age, Ethnicity, Gender, Year, and Case Type.</p>	<ul style="list-style-type: none"> <li>• Age</li> <li>• Gender</li> <li>• Ethnicity</li> <li>• Case Type</li> <li>• Year</li> </ul>

Reports required by the Administrative Office of the Illinois Courts are currently being developed for DuPage and Kane County SQL Server installations. The same reports will be made available to the County at no additional cost, provided that the reports will be used as is, without any modification to the code. If there are any additional modifications or logic changes to the existing reports, they can be provided for an additional cost. Any other standard reports can be developed by Capita for an additional price.

Capita Case features an ad hoc report writer to easily customize reports when needed. Users can easily create ad hoc reports on almost all data captured in the system due to the application's highly organized data-input ontology described above. Capita Case utilizes industry-standard report writing tools, including SSRS.

## 2. METHODOLOGY

### Advantage Framework

Capita provides a comprehensive services offering, utilizing its Advantage Framework Project Management Methodology. The Advantage Framework, like agile methodologies, focuses on breaking down a large project into many smaller milestones. These milestones can be delivered in a reasonable amount of time with the client's active participation, review, and acceptance. This leads to early project wins, and facilitates knowledge transfer.

Each project milestone involves iterative processes, which include a series of reviews, customer sign-offs, and the completion of one or more deliverables. By adhering to an open communication structure, a proven acceptance process, and a cooperative partnership among all members of the County project team and Capita team, Capita can ensure that County satisfaction will be achieved and maintained, and that the project will conclude successfully without any surprises for the County.

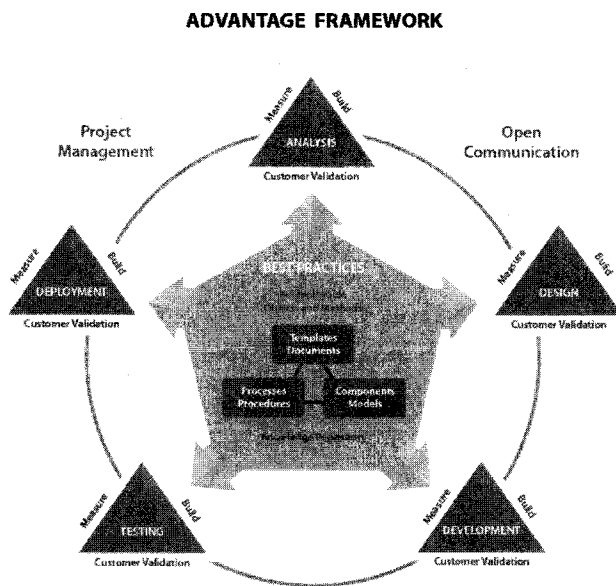
The dynamics of this framework allow Capita to involve the County throughout the early stages of the project to ensure that the project plan is followed appropriately. This includes active project management, customer validation and a thorough measurement process to ensure that all deliverables are in accordance with Capita's established standards.

For new functionality, Capita takes on the role of managing the process. The County team provides knowledge transfer and specifications to Capita. Meetings are then held to ensure that Capita thoroughly understands the County's needs, to discuss how Capita can modify the base system, and to define the desired future state. Capita has a very active role in helping to define, document, develop, test, and gain the County's approval for customizations to the product. Capita will lead discussions on learning County requirements, document these requirements, conduct walkthroughs of the new features, and gather County feedback.

Once there is agreement, Capita builds the specification and designs, and often can demonstrate the proposed functionality, showing how screens would look, how navigation would occur, and the expected processes and outputs. Once the County signs off on these documents, code development begins, and then there is testing by Capita, and then by the County until customer acceptance is reached. For especially large and complex modifications, a Capita-led walkthrough of the milestone with the County will occur. A formal change order process will be utilized for new desired functionality outside of the scope of the agreement.

One goal of the County and Capita project managers is to implement the product through multiple product releases, to minimize project risks and to provide parties a return on their investments as soon as possible. The objective of each product release is to deploy as many modifications into the production environment that quality standards, allotted time, and available resources will allow. At any time following the go-live date, the County will have the flexibility to add product releases or selected modifications into the product at intervals of their choosing.

Throughout implementation, Capita's project manager will keep both parties on time and on budget for each milestone with detailed project plans, regular reviews and clear communication. Capita's Project Manager will work very closely with the County, listening to its requirements, documenting them, and then reviewing them with actual screens when possible to easily visualize the end result. Capita's Advantage Framework Diagram is shown below.



Acceptance Process

As Capita or the County requires review meetings and/or participation on a milestone activity, the County and Capita agree to provide this within 5 business days or within another mutually agreed upon time frame when appropriate. Capita will forecast delivery dates of each milestone and will provide any updated forecasts in their regular status reports/meetings. As Capita deliverables are presented to the County, the County agrees to provide their completed review and feedback or approval within 10 business days of receipt or within another mutually agreed upon time frame when appropriate. The County will have 10 business days (or another mutually agreed upon time frame when appropriate) to test and review the milestone. All level 1 and 2 issues found are logged and documented so they can be reproduced. This 20 business-day pool of issues will be resolved by Capita, and when this list of issues is approved by the County the milestone is considered accepted. If issues are found after the 10 business days (or after the mutually agreed upon time frame), Capita will resolve those issues as a post-milestone approval activity. Exceptions can be handled with mutual acceptance. The County reserves the right to approve a milestone prior to it being 100% although approval will not be unreasonably withheld and Capita agrees to continue to complete any outstanding issues in a timely manner, and as prioritized by the County. Capita will invoice the County for milestones after acceptance testing is complete.

If the County delays Capita beyond 20 business days for their assigned responsibilities, Capita can invoice and receive a proportionate payment for the work they have completed to date, and will continue to work to the completion of all deliverables. Both parties must agree to an invoice for a portion of an unaccepted deliverable.

#### Change Management

The County will determine whether there are any new requirements coming out of the gap analysis process or at any time during the project. If so, the County project manager will work with Capita to produce change orders and specifications for these new requirements. Capita will provide fixed bid cost proposals for functional specifications that fall outside of the original scope of work. The County will approve or decline the bid. These customizations may be completed prior to or after go-live. Product implementation will not be contingent upon these changes unless mutually agreed to by both parties

If there is a dispute regarding an issue being in scope versus an enhancement, the County shall make best efforts to document and report issues to Capita. The County will provide documentation that shows how to duplicate the issue and conditions that create the issues. Additionally, the County will provide the expected result with reasons, and the correlating documentation to show that this is an in scope issue for resolution. The highest order of precedence to resolve in scope issues is the County-approved project functional specification documents which includes change orders, followed by the County's RFP, the SOW, and Capita's proposal response.

#### Online Issue report/Service Request

Capita and the County will work together to determine whether an online issue report/service request has been completed satisfactorily, and the issue will remain open until the Customer's project manager or his/her designee closes the issue/service request. If the County and Capita cannot agree whether an online issue report/service request has been completed satisfactorily, the issue will be escalated to their respective executive committees for resolution.

#### Quality Assurance

Capita will assign an analyst to manage all aspects of the product quality. The responsibility of the analyst will be to identify any quality control issues, and identify areas for quality improvement and discuss with the Capita project manager. Included will be the testing strategy that will cover the following areas:

- Functional adherence to designs for data integrity, messages
- System testing for a repeatable end-to-end, test
- System Performance via a testing harness and automated load testing
- User Acceptance Tests

As defined in the "Capability Maturity Model® Integration (CMMI), Version 1.1", Process and Product Quality Assurance involves the following:

- Objectively evaluating performed processes, work products, and services against the applicable process descriptions, standards, and procedures
- Identifying and documenting noncompliance issues
- Providing feedback to project staff and managers on the results of quality assurance activities
- Ensuring that noncompliance issues are addressed

Process and product quality assurance supports the delivery of high-quality products and services by providing the project staff and managers at all levels with appropriate visibility into, and feedback on, processes and associated work products throughout the life of the project.

### **3. PROJECT PLAN**

Capita's proposed project plan for the County project appears in Appendix 1. Capita will update the dates of this plan as soon as the contract is signed and after discussions with the County project team. See Appendix 1: Project Plan.

### **4. DELIVERABLES AND RELATED TASKS BY PHASE**

#### Phase 1A: Planning and Analysis – Project Planning

##### *- Deliverables*

- Project plan - Capita will provide a plan that identifies all deliverables and milestones that will be achieved prior to the Go-Live date.
- Project schedule - Capita will provide a project schedule that includes estimated work effort and durations for each project milestone, resource assignments for each milestone, and estimated start and finish dates for each milestone.
- Collaborative project management portal - Capita will provide a collaborative portal to securely store all documentation related to contract implementation and performance accessible portal format and process.
- Base system source code to escrow - Capita will provide base system source code to escrow agent.
- Base system documentation - Capita will provide the data schema and entity relationship diagram for the base system.
- Status report format and process - Capita will provide a format and process for documenting progress toward project milestones and deliverables.

##### *- Tasks*

- Kickoff meeting - Capita will facilitate a project kickoff meeting at the County's office that will outline project goals, roles and responsibilities of team members, clarify the expectations of all parties, and help to foster a shared commitment to the success of the project.
- Project management - See Section 5, Project Management Responsibilities

#### Phase 1B: Planning and Analysis – Hardware Installation And Configuration

##### *- Deliverables*



- Software licenses - Capita will provide County with software licenses.
- List of hardware and third-party software specifications - Capita will provide a current list and specifications of third-party hardware and software products necessary to install the required hardware environments.
- Installation of five environments - Capita will install software on County hardware in the following five environments:
  - Development;
  - Quality Assurance/Testing;
  - Disaster Recovery
  - Training; and
  - Production.
- Smoke testing and report - Capita shall conduct smoke testing of initial installation and provide a report describing its smoke testing procedures and findings.

*- Tasks*

- Project management - See Section 5, Project Management Responsibilities
- Hardware and third-party software installation - The County will order, purchase, and install third-party hardware and software per Capita-provided specifications. Third-Party Software. This includes operating systems, service packs, anti-virus tools, and other technologies that may be operational in the County's IT systems.

Phase 1C: Planning and Analysis – Analysis

*- Deliverables*

- Analysis work plan - Capita will provide a detailed work plan including but not limited to the logistical arrangements, tasks, time frames, and resources needed for completing the analysis phase.
- Initial training - Capita will provide a four-day training session that will provide select County staff members with an overview of the functionality of the product. The session will be on-site at a County-designated facility, will utilize two Capita trainers, and will accommodate up to 30 County participants. Initial training will be completed within 60 days of contract execution utilizing a County or Capita test system.
- Product and system administration training - Capita will provide a four-day Product and System Administration Training, with two Capita trainers that will accommodate up to 30 County participants and include the following subjects:

- Overview of product for executive staff – Capita will provide a brief overview of the system’s modules and functions to give executive level staff a basic understanding of the system.
  - Query/Report Writing – Capita will train County report writers how to develop ad hoc reports, as well as the creation of form templates and mapping. The County’s designated report writers should have experience in SQL Server Reporting Services (SSRS).
  - Workflows, Tasks, and Alerts – Capita CASE comes with a base number of tasks and events. At various points in the workflow sequence, alerts and notifications are issued, and work queues get updated with new items. Capita will train administrative users of the application to configure existing Product workflows to match County processes. Training will include, but is not limited to triggering workflows, sequential and parallel workflows, single and multiple tasks and alerts, and workflow assignments.
  - Application Administration – Capita will train administrative users of the product how to manage and configure the administrative functions of the application.
  - Maintenance of Reference Codes – Capita will train administrative users how to add, delete and modify Lists of Values (LOVs) in application drop-down menus.
  - Setup of Assessments and Case Plans – Capita CASE offers the capability to upload assessment questionnaires and scoring criteria into the application, and generate a case plan that reflects the client’s scores. Capita will train administrative users how to set up an assessment and case plan.
  - User Security – Capita will train administrative users how to configure security access permissions for various groups of County users (e.g., roles, subroles), and to customize access for individual users, cases, clients, etc.
  - User Administration and Security – Capita will train administrative users how to add, delete, and modify user accounts, and administer logins, passwords, and other security-related aspects of the product.
  - Vendor Administration – Capita will train administrative users how to add, delete, and modify user accounts for vendors providing programs and services to clients. This will allow vendors to securely access the application to enter their own data regarding client attendance, completion, etc.
  - System Administration – Capita training will include the proper maintenance and management of the product, such as the Client responsibilities for loading Product Releases, and a review of the Client’s processes for backup and recovery, interface monitoring and restarts.
- Gap analysis and report - Capita shall assist in the gap analysis and provide a report of the findings along with a comprehensive product release plan that minimally includes a list of prioritized customizations/ configurations and the logistical arrangements, tasks, time frames, and resources needed for completing them. The product release plan shall be developed with input from the County.

*- Tasks*

- Project management - See Section 5, Project Management Responsibilities

- Identifying subject matter experts - County will identify subject matter experts (SMEs).
- Training environment specifications - Capita will provide the County with current training environment requirements and user workstation requirements. The County will provide a training environment and a training facility that meets Capita-provided specifications.
- Training materials - Capita will provide training materials and product documentation in an electronic format that the County may reproduce. All user documentation and training materials must be in a modifiable Microsoft Word format for the County. The County will reproduce and provide hard copies and/or electronic copies of training materials to their trainees.
- Scheduling training sessions – The County will schedule training sessions with Capita and internal staff.
- Gap analysis - County SMEs will analyze gaps between existing procedures and the base workflows already in the Capita product, using the following steps:
  1. Identify representative, real cases among County's offender data.
  2. Enter real data for these representative cases into Capita CASE, and analyze the product's base workflows to determine whether they match County's processes.
  3. Assess differences between the base workflow and the desired state of the workflow.
  4. Request assistance from Capita with any questions or issues regarding modification of workflows.
- Gap analysis assistance - Capita will respond promptly to County questions regarding how to modify base workflows, or other configuration options in order to achieve desired states for workflows.
- Requirements-gathering meetings - County's Project Manager and SMEs will participate in requirements-gathering meetings to determine functional requirements, configuration needs, and priorities.
- Change orders - County will follow agreed upon process for completing change orders as necessary.

Phase 2A: : Application Configuration And Customization - Deliverables

*- Deliverables*

- Workflow tasks and alerts – Capita will configure software to add up to 10 workflow tasks and 10 alerts in addition to the standard tasks and alerts that currently exist in Capita Case and in addition to any new tasks and alerts that were specifically identified in the requirement matrix and designated as required and in the Additional Customization Costs documents. If County requires additional task & alerts the County will issue a change order.
- Documentation of configuration - Capita will provide a description of all changes made to the base system including but not limited to field changes, format changes, configurations and enhancements.

- Initial list of reference codes/LOV tables - Capita will provide initial reference code setup assistance, to consist of training and loading of Reference Codes into the County's hardware environments and provide the County with a list of the codes/LOV tables. Capita has allocated 120 hours of assistance hours for this task.
- Final list of reference codes/LOV tables Capita will provide additional, follow-up reference code setup assistance, to consist of ongoing loading and reloading of reference codes into the County's hardware environments and provide the County with a list of the codes/LOV tables. Capita has allocated 120 hours of assistance hours for this task.
- Training for setting up conditions - Capita will provide web training to teach County administrators to set up conditions of probation and pretrial supervision. Capita has allocated 2 hours of web training for this task.
- Training for setting up assessments - Capita will provide web training to teach County administrators to set up assessments and correlating case plans. Capita has allocated 4 hours of web training for this task
- Training for setting up forms - Capita will provide web training to teach County administrators to set up sample forms. Capita has allocated 16 hours of web training for this task
- Training for setting up ad hoc reports - Capita will assist County administrators in setting up two (2) ad hoc reports
- Security settings - Capita will load user security settings from user security settings provided by the County in a spreadsheet and train County Administrators how to modify security settings
- Configured modules - Configured and setup items including assessment instruments, case plans and other related items.
- Configured financial module - Capita will configure and set up financial module
- System Acceptance Test Plan - Capita will provide, with input from the County, a system acceptance test plan designed to verify that the system has been configured according to the County's requirements and the system is performing in accordance with agreed upon performance metrics. The plan shall include all system documentation, materials, and design walkthrough necessary to conduct the system acceptance testing.

*- Tasks*

- Project management - See Section 5, Project Management Responsibilities
- Assignment of County staff- County will assign technical or non-technical persons experienced in setting up software to manage the configurable administrative functions of the application.

- Additional configuration- County will be responsible for application configuration activities not included in the list of deliverables above. Capita will provide technical assistance to County as needed for these configuration activities.
- Re-training staff/training of new staff – County will be responsible for retraining of staff and for training of employees who did not attend initial training sessions.
- Quality assurance testing:
  - Capita will provide professional quality-assurance testing to validate and test all modifications; verify that all requirements are included in each modification; and that each modification functions correctly per the approved documentation and functional specification (e.g., fulfills functionality, integrates with the product, is scalable and reliable, and provides appropriate error messages and logging.)
  - For each build release, Capita will provide install and uninstall instructions, release notes (an overall summary of what's in the release), and a QA spreadsheet showing all changes made to the application, reports, forms, database, etc. The QA spreadsheet will be very detailed, and include information on bug fixes, data label changes, dates of testing, and the results of testing.
  - Capita will test the documentation, installation, configuration, data migration, functionality, performance, and back-out of the product release based on the backups performed by the County.
  - For each product release, will provide install and uninstall instructions, release notes (an overall summary of what's in the release), and a QA spreadsheet showing all changes made to the application, reports, forms, database, etc. The QA spreadsheet will be very detailed, and include information on bug fixes, data label changes, dates of testing, and the results of testing.
  - Capita will provide the County with its smoke test results, final test plans and test executions and updated product and product release documentation.
  - County will answer questions and address issues in the agreed upon time frame in the Project Plan.
  - County will review and provide feedback on product release test plan
- User acceptance testing:
  - Capita will provide product release documentation including release notes that identify changes for both users and product administrators, test plan execution results, known issues, updated product documentation as necessary, and install/uninstall documentation.
  - Capita will provide a deployment document necessary to successfully install the new product release that includes all changes (e.g., product, database, data migration, configuration, settings, etc.) required for the new product release. Capita will not provide automated test results or scripts. In the event that the new Product Release has to be rolled back, Capita will provide the instructions necessary to back out to the previous version of the product, using County-maintained backups of the database and application components. Since Capita has no automatic rollback capabilities, standard backup recovery processes must be utilized.

- Capita will provide results of Capita-performed smoke tests, which contain scripts used by Capita to test functionality across the application and help identify any issues that a new release may create in the operation of other major components of the system.
- County will follow the steps set forth in the deployment document.
- County will perform UAT testing within agreed upon time frames.
- County will ensure that subject matter experts will be available to perform additional functional and integrated testing of the application.
- County will provide Capita with questions and report issues in a timely manner.
- Capita will answer County questions and issues in a timely manner. Issue resolution will be managed in accordance with the terms of the Service Level Agreement.
- County will maintain current backups of the database and application components as necessary to allow rollbacks of new product updates, should such a procedure be deemed necessary.
- County will review all Capita deliverables in a timely manner.
- County will notify Capita in writing, including by e-mail, when the product release is accepted or rejected.

#### Phase 2B: Data Mapping, Conversion, And Migration

Data conversion includes the conversion of PROMIS data and AS400 system data (intake assignment; billing for substance abuse, domestic violence and sex offender treatment; and GPS inventory). The goal of both Capita and County is to work closely together in a timely manner so that data conversion activities will be completed according to the data conversion and migration plan to ensure that legacy data is correctly migrated, classified, organized, mapped, loaded, and secured in Capita Case.

##### *- Deliverables*

- Data conversion and migration plan - Capita will provide plan that minimally includes the logistical arrangements, tasks, time frames, and resources needed for data conversion and migration.
- Capita Case Reference/Master Data/List of Values - Capita will provide the template for LOV tables, including requirements and validation rules.
- Data conversion consultation - Capita will provide County with documentation and consultation that allows for successful mapping and conversion of legacy data
- Mapping instructions - Capita will provide mapping instructions for loading the Legacy Data into the staging tables. Mapping instructions will include Product staging database structure, data validation rules, load sequence of data, and instructions on proper usage so County may load legacy data.
- Capita Case staging tables - Capita will provide staging tables, file formats, and instructions for populating.
- Initial translated transaction tables - Capita will assist County in converting legacy data (including data from PROMIS and from the AS400 data bases). County will take primary responsibility for

extracting the data from their systems, cleansing, de-duping, and and migrate the consolidated data into Capita staging tables. Capita will convert the legacy data from their staging tables into the Capita Case database.

- Error logs - Capita will provide error logs and exception reports for legacy data that do not conform to Case specifications.
- Final resolution and migration - Capita will convert the legacy data from their staging tables into Capita Case database, and migrate all final translated transaction tables.

*- Tasks*

- Initial meeting - Capita will coordinate a meeting with the County data conversion team to review, discuss, evaluate, and start the data conversion
- Approve Data Conversion Plan - County will review and approve the plan
- Project management - See Project Management Responsibilities, Section 5
- County Resources - migrations generally require assistance from 1 County database administrator, as well as 2 County staff to perform testing and validation of the conversion. The participation of additional County resources, such as the County's Project Manager and Subject Matter Experts (typically 4 SMEs are assigned to an implementation project), may be required to assist with mapping the data fields in the legacy PROMIS and AS/400 databases into the Capita case database.
- Creation of staging database - County will create the staging database on County product infrastructure using Capita provided scripts and instructions. The scripts will include a batch file that County needs to execute in the proper environment. Once the batch file is executed, it will create the necessary tables in the target database.
- Staging table support - Capita will provide ongoing support for Case staging tables.
- Process Steps for Data Mapping, Conversion, and Migration - The Product's migration components include a number of staging tables, SQL Server Integration Services (SSIS) packages, SQL Server procedures and user-defined functions. The external data from the legacy system and/or other outside agency systems need to be extracted, cleaned, parsed, transformed and loaded into the Product's staging tables conforming to pre-defined standards, constraints and rules. The processor will read the data in the staging tables and create complete user transactions into the Product's database, as requested. The steps described below outline the roles and responsibilities of both parties in each of the five steps in the migration/conversion process. Capita and the County will follow the steps below until all legacy data is successfully converted.

**Step 1:** Product's Reference/Master Data (Capita and County)

The Product's Reference/Master Data/List of Values (LOV) data will be uploaded or migrated into the Product database by Capita from a set of pre-defined Excel spreadsheets, each with multiple tabs and each tab corresponding to one LOV or lookup table. Capita will provide

documentation to County that includes LOV data requirements and validation rules. County will enter LOV data into these spreadsheets and email the spreadsheet to Capita. Capita will upload the spreadsheet data to the corresponding tables. If there are any errors, Capita will work with County to resolve the errors.

**Step 2:** Legacy Data Extraction, Transformation and Loading to Product's staging tables (Capita and County)

The loading of legacy data to the staging tables involves the following tasks and performing these tasks will require County resources with extensive knowledge about the legacy systems, their databases and extract transfer load tools.

- County will identify the legacy data that needs to be extracted from one or more legacy source systems.
- County will identify any legacy data that doesn't have a match in the Product. For matchless data, County and Capita will work collaboratively to determine whether or not to load the matchless data, notes, or customize the System to incorporate the matchless legacy data, and the staging tables should be loaded accordingly.
  - Capita can add new data fields to the Product to accommodate matchless data at an additional cost. Additional field requirements will require a change order. Additional fields will also be added when implementing modifications.
  - Any mandatory data that is required in the Product, but doesn't exist in the legacy system will need to be resolved by Capita and County working collaboratively. County will provide default data required by the Product or work with Capita to acquire or create the data required to populate the Product.
- County will identify redundant data from multiple legacy systems and decide on the priority of such data that needs to be extracted and loaded into the target Product database.
- County will map the individual fields to the Product staging table columns based on the staging tables' file format and instructions as discussed above.
- County will transform the legacy data to satisfy the rules provided for each staging table/column requirements.
- County will clean the Legacy Data to eliminate invalid data, and will parse and format the Legacy data.
- County will replace Legacy Data code/reference identifiers with the right Product-specific codes.
- County will add necessary unique identifiers to the legacy data as needed, such as client identifier and case number, when providing legacy data for court events/orders.
- County will develop a process to load the Data from the legacy systems to the Product's standard staging tables.
  - This process should be repeatable so that it can be tested with latest data multiple times and re-usable for final production migration.
- Capita will provide an automated process to delete data in the staging tables in the right sequence. County can then proceed with the re-loading of the data into the staging tables.

**Step 3** – Product's standard staging tables (Capita). Capita will perform the following Services:



Capita's data conversion process is designed to accept data from a set of staging tables with pre-defined structure and add transaction data to the Product's database. The structure of staging tables will be based on the Product's transaction tables.

- The legacy data across staging tables will be linked primarily by a unique identifier for each client. Additional columns will be used to refer to a subset of legacy data for each client, such as a case number and transactions pertaining to that specific case for the client.
  - A court order is an example for such transactions since it depends on the client and client's specific case.
- The structure of the staging tables will match the corresponding Product user transaction table structure in terms of data elements, their types and lengths, whether they are mandatory or can be left as null etc. Along with the data structures for multiple staging tables, specific set of rules and conditions will be provided for each column that needs to be followed when adding data to them.

**Step 4** - Translation from staging tables to transaction tables (Capita). Capita will perform the following services:

- The processor will read the data in the staging tables and migrate the data from the staging tables to the transactional database tables. The processor will create complete transactions (data) in the Product as if they had been entered by a user or received through an external interface. The transactions will reference the historical point in time at which they originally occurred as well as the original user information (i.e., created-by and updated-by). There is no need to create user accounts for the user information referenced in legacy data.

**Step 5** – Error logging and resolution (County and Capita)

- County will assist with the analysis of error logs and data verification.
- Capita will be responsible for fixing any conversion related errors.
- County is responsible for fixing any data issues in their existing databases, and for eliminating duplicate data before loading data into Capita-provided staging database. Capita will help to identify issues needing correction.
- Capita's data migration process will mitigate risks as possible with their exception reports. For each transaction table, exception reports list the number of source rows, the number of rows that migrated successfully, and the number of failed rows. For any rows that failed, the report will show the reason(s) why. The following types of data issues are documented on exception reports:
  - Integrity constraints;
  - Data mismatches;
  - Invalid data; and;
  - If a field is required by the Product and no data is present. Any Legacy data that doesn't have a corresponding mapping in the database will not be migrated; however, Capita can remap this data to another field (i.e., comments, notes), or Capita can add a limited number of new fields to the Product at an additional cost per Step 2 above.
- Product Transaction Data. After being successfully mapped by County, migrated Legacy data will retain and use existing County identifiers for clients and cases (e.g., docket, referral number, fingerprint identification numbers, etc.). Selective purging of Product

transaction data, for rerunning or partial rerunning of Step 4 above, will retain mapping data used by County to translate reference legacy data to Product reference data.

### Phase 2C: Interface Development

#### *- Deliverables*

- Interface development plan - Capita will provide an interface development plan that minimally includes a list of third-party interfaces to be developed and the logistical arrangements, tasks, time frames, and resources needed for completing the interfaces.
- Interface design documentation - Capita will document the data mapping and process flow for in-scope third-party systems to Capita Case, with assistance from County/third-party resources.
- Drug testing vendor interface - Capita will provide a working interface with the drug testing vendor in accordance with the development plan.
- ISP registry interface (sex offender and violent offender against youth) - Capita will provide a working interface with the ISP sex offender registry and violent offender against youth registry in accordance with the development plan.
- Sheriff's Work Alternative Program interface - Capita will provide a working interface with the Sheriff's Work Alternative Program in accordance with the development plan.
- AOIC charge code table interface - Capita will provide a working interface with AOIC's charge code table in accordance with the development plan.
- ISP DNA interface - Capita will provide a working interface with the ISP DNA data base in accordance with the development plan.
- Clerk's Office interface – Capita will provide a working incoming interface with the Clerk of the Circuit Court's system to initiate cases, receive court hearings, and receive arrest information and provide an outgoing interface that will send certain data to the Clerk's system when the department is scheduling cases for court (i.e., for violation requests, motions, status reports, and termination hearings) in accordance with the development plan.
- CLEAR interface – Capita will provide a working incoming interface with the Chicago Police Department's CLEAR system to receive arrest information in accordance with the development plan.
- Cook County Department of Corrections interface - Capita will provide a working incoming interface with the Sheriff's Office to receive custody and release information in accordance with the development plan.
- Interstate Compact Offender Tracking System (ICOTS) - Capita will provide a working bi-directional interface with ICOTS, which will initially send and receive 15 client attributes in

accordance with the development plan – the interface will be expanded as additional enhancements become available through ICOTS.

- County Interactive Voice Response (IVR) technology – Capita will provide a working bi-directional interface with the County’s IVR technology to reduce administrative tasks associated with supervision of low-risk offenders in accordance with the development plan.
- County payment processing interface - Capita will provide a working bi-directional interface with the County’s credit/debit payment processing vendor to allow clients to make payments toward restitution and fees via credit/debit card in accordance with the development plan.
- Banking institutions interface – Capita will provide a working incoming interface with the Department’s banking institutions so that Capita Case is able to maintain a check disbursement register that automatically updates as monthly banks statements are received in accordance with the development plan.

*- Tasks*

- Project Management - See Section 5, Project Management Responsibilities
- Interface testing - County will assist in the testing of Interfaces to verify that they are working as intended and meet the County’s needs

Phase 3: Implementation

*- Deliverables*

- Training plan - Capita will provide a detailed training plan that minimally includes a list of the modules and customizations to be covered, logistical arrangements, tasks, time frames, and resources needed for completing the training. The plan shall also include an overview of the customized system for executive level staff.
- Customized training materials - Capita will provide training materials in electronic format based upon customized system covering all modules and customizations. Materials shall be tailored to Department staff, other court personnel using the system, and vendors using the system. All user documentation and training materials must be in a modifiable Microsoft Word format for the County.
- Customized training - Capita will provide on-site customized training for designated county staff trainers including an introduction to the customized system for executive staff. Capita will provide four sessions each lasting four days and utilizing two Capita trainers. Class size shall not exceed 30.
- Customized system documentation- Capita will provide, in electronic format, up-to-date system documentation covering all functions and customizations including the following:
  - User documentation for the Capita case application
  - User documentation for the Capita case administrative module

- Training materials
- Data schema
- Capita's online help content

All user documentation and training materials must be in a modifiable Microsoft Word format for the County.

- Outstanding configurations and customizations - Capita will provide a complete list and work plan for any configurations/customizations that were identified in the product release plan and deferred until after go-live. The plan shall minimally include logistical arrangements, tasks, time frames, and resources needed for completing these configurations and customizations.
- Customized system source code - Capita will provide customized system source code to escrow agent.
- Customized system documentation - Capita will provide the data model, data schema and entity relationship diagram for the customized system.
- On-site go-live support plan - Capita will provide a detailed go-live support plan that will minimally address logistical arrangements, tasks, time frames, resources needed, and issue reporting and resolution.
- On-site go-live support - Capita will provide two weeks of on-site go-live support to prepare for implementation and to assist the County's designated trainers, product administrators, and IT staff by answering questions and resolving issues during implementation.
- Warranty period - Capita will warrant the software after go-live. The warranty period shall last for 60 days if all issues are resolved within that time frame or shall be extended until all Level I and Level II issues that were identified during the 60 days after go-live are resolved.

*- Tasks*

- Project Management - See Section 5, Project Management Responsibilities
- Training environment specifications - Capita will provide the County with current Training Environment requirements and user workstation requirements. The County will provide a training environment and a training facility that meets Capita-provided specifications.
- Scheduling training – County will designate staff to be in-house trainers and will work with Capita to schedule the train-the-trainer sessions.
- Assignment of County trainers - County will deploy designated trainers at each strategic location to answer users' questions and assist them.
- Implementation assistance - Capita will work closely with County staff to help monitor, identify, and resolve issues.

- Installation of system in production environment - County will install the product release into the production environment and verify installation per Capita-supplied and County-developed validation tests.
- Installation trouble shooting - Capita will assist the County with any issues related to the installation/uninstallation of product release in the production environment. If installation fails validation tests and Capita confirms that uninstalling is the best course of action, the County will uninstall the product release.
- Issue documentation - County will log any resulting issues and notify Capita in accordance with the provisions of the Service Level Agreement.
- System Responsibilities - County will be responsible to maintain, manage, and monitor the hardware/software environment, and to keep the system at peak performance with regular preventative maintenance. County is also responsible for backup and recovery processes, and for purchasing additional equipment if required. Additional County responsibilities include setup and validation of the network and its throughput and speed, maintenance of security access controls, and ensuring that the hardware environments remain dedicated exclusively to the Capita product.

## 5. PROJECT MANAGEMENT RESPONSIBILITIES

The project management responsibilities outlined below shall be carried out through the duration of the project up until the expiration of the warranty period. The Capita Project Manager will be available an average of 2.5 days per week for the estimated 19-month duration of the project.

If either party is aware or becomes aware of a delay that will prevent Capita from meeting a scheduled milestone for any Deliverable under the SOW, such party will promptly inform the other party of such delay, and the reason therefor, in writing. If such delay is caused by County, the Schedule will automatically be deemed extended, for the applicable Deliverable and for subsequent deliverables, if and to the extent minimally necessitated by the original delay. Additionally if the delays cause the project to extend longer than 19 months the County will continue to incur project management charges and issue the appropriate change orders on a timely basis.

The County will be invoiced bi-monthly for the project management deliverable, and will approve the payment unless it is determined that Capita has significantly delayed the project.

If such delay is caused by Capita, Capita will be given a reasonable period (up to thirty (30) days, depending on the circumstances) to cure the unmet Deliverable Schedule. However, Capita acknowledges that timely meeting the Schedule is of critical importance under this SOW, and that time is of the essence in curing a delayed delivery.

- Capita's Project Manager shall do the following:
  - Maintain and distribute detailed project plans

- Communicate on a regular basis with the County’s Project Manager to address issues and ensure that project tasks are being completed in a timely manner
  - Help the County understand any issues that may have an impact on the project plan and timeline of milestone deliverables
  - Chair regularly scheduled review and status sessions
  - Distribute weekly status reports, which will feature a separate dedicated section to include identification of high-risk issues and strategies for mitigating identified project risks
  - Track project issues, update their status, and manage them through resolution
  - Manage Capita resources
- The County’s Project Manager shall do the following:
- Maintain and distribute detailed project plans
  - Ensure the hardware is available for installation
  - Assist the Capita Project Manager in development of project documents, and secure internal approval and signoffs
  - Review status reports and provide feedback and actions as necessary
  - Report project issues, prioritize them, and manage them to resolution
  - Hold internal meetings as necessary with County staff to discuss expectations, risks, and constraints related to project scope, schedule, budget, and quality
  - Provide Subject Matter Experts (SMEs) and other County resources in sufficient numbers to enable compliance with project plan and milestone delivery dates
  - Ensure timely reviews of all deliverables, and timely delivery of all County project tasks
  - Ensure that Capita’s Project Team members have access to County’s facilities and adequately furnished workspace (i.e., desks, chairs, telephone, and network connectivity) as needed throughout the duration of the project
  - Coordinate and manage County resources and external interface vendors
  - Identify and assign County’s authorized representatives for maintenance and support, and provide Capita written notification when these resources are assigned or changed
  - Centralize reporting and severity assignment of issues into Capita’s online issue-tracking system

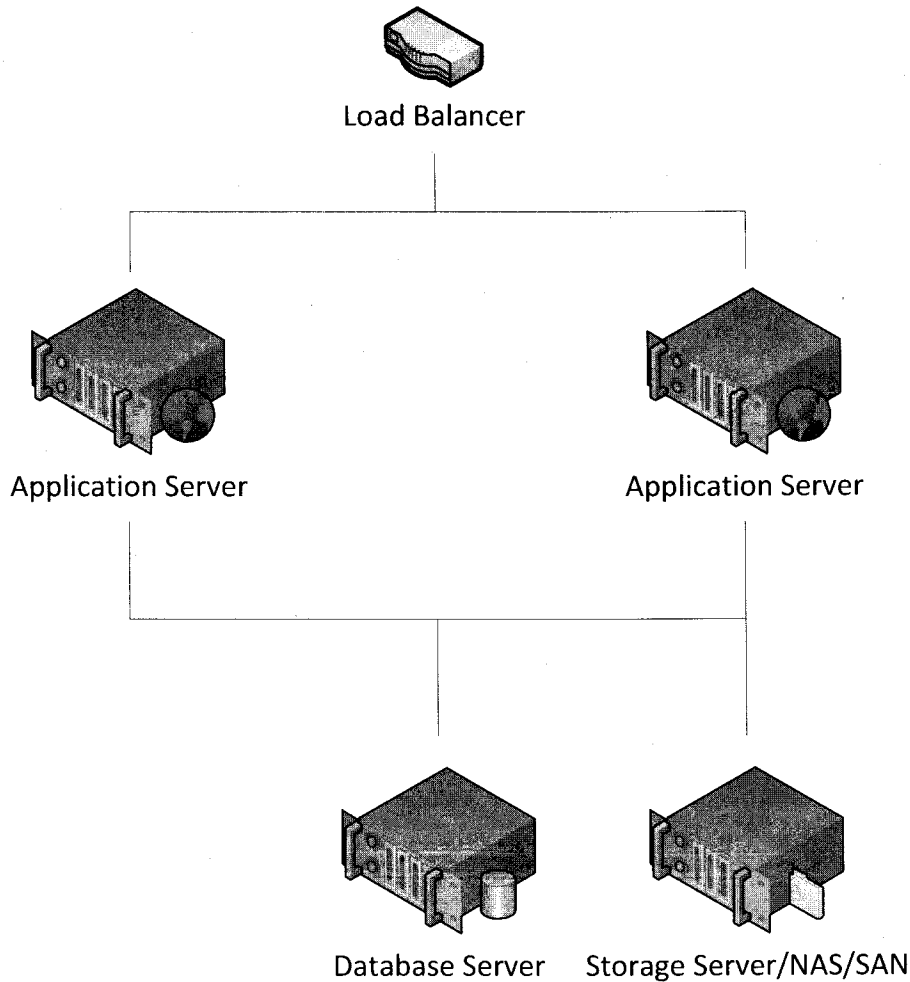
**6. SOLUTION ARCHITECTURE**

There will be five environments that will be configured with the hardware listed below:

No	Server Type	RAM	Storage	Environment
1	Database Server	128 GB	746 GB	PRODUCTION
2	Application Server	64 GB	438 GB	PRODUCTION (1)
3	Application Server	64 GB	438 GB	PRODUCTION (2)
4	Database Server	128 GB	746 GB	DEV/TEST/TRAINING
5	Application Server	64 GB	438 GB	TEST (1) and DEV
6	Application Server	64 GB	438 GB	TEST (2) and TRAINING
7	Storage Server		3 TB	PRODUCTION and TEST

**Note:** The above requirements will be reevaluated based on the number of concurrent users, number of clients that will be migrated, the number of storage sizes of all documents and images that will be migrated and created on an average for a new adult/juvenile client, the number, complexity and the usage pattern of statistical reports and other relevant factors. Based on the reevaluation the memory and storage requirements will be revised.

Assuming Shared load balancer (provided by the County).



### Front End Requirements

Capita Case is a browser based application that requires the following components on a user's workstation:

- Microsoft Word 2007, 2010 or 2013 software is required to generate documents within the system.
- Internet Explorer 8 or later or Chrome or Firefox or Safari.
- Screen resolution greater than 1024x768.

## Backend Requirements

### Database Server

- See hardware Above
- Microsoft Windows Server 2008 R2 64 bit Standard or 2012
- Microsoft SQL Server 2008 or 2012 64 bit Standard with Reporting Services and Integration services

### Web Server

- See hardware above
- Microsoft Windows Server 2008 R2 64 bit Standard or 2012
- JBoss 5.1 for application server
- Java SE Development Kit (JDK) 6.0 and up, for application server side programming
- Struts Framework 1.2.8 and up, for MVC model
- Hibernate Framework 3.0.5 and up, for data persistent
- Microsoft .Net Framework, v 3.5, and Microsoft Internet Explorer Web Controls
- Document Storage

Capita Case stores documents in the database. Recommended storage space may vary depending on size of client, and use of documents.

## Backup Procedures

Backups will be the County's responsibility. Below are Capita's backup recommendations.

Backing up your Capita case databases, running test restores procedures on your backups, and storing copies of backups in a safe, off-site location protects you from potentially catastrophic data loss. As a database increases in size, full database backups take more time to finish and require more storage space. Therefore, Capita recommends a full back up once a day during non-peak hours and transaction log backup every hour. For disaster and recovery purposes, there should be another environment which consists of an application server, database, and a 3rd party server. The database in this environment should be replicated from the database in production environment.

In addition, a backup of the physical folder that contains the application server and the CMS software is recommended. The recommended frequency for that backup is once a week.

## Recovery Procedures

Capita has proposed hardware configurations for disaster recover environments, and will work with the client's IT resources to set this environment up.

## **7. NETWORK**

Capita Case is a web application that requires only a web browser for end users to access the load balanced application servers. Within an enterprise network (such as Cook County internal network) where Capita case will be deployed to application server in an intranet application settings, a 10Base-T network will be able to satisfy the minimum bandwidth requirement of Capita's application for 250 concurrent users access for normal daily operation. This assumes total user request/response rate will



be less than 300,000 bytes/min (i.e. equivalent to user interaction with the system at a rate of 10 seconds per page with size of 50,000 bytes). The network that connects the database server and application servers should be as fast as possible with minimum 100Base-T network.

## **8. SECURITY**

Capita case has built-in application role-based security that supports basic authentication through user login and advanced role-based security for authorization. It can be integrated with LDAP server (such as Active Directory) for Single Sign-on. Although an HTTP protocol is enough for using Capita CMS as an intranet application, Capita recommends SSL over HTTP to provide encryption of the network traffic between end users and the system, which should be required if internet access is needed by some end users.

Capita case has an extensive user configurable Security module. The security is controlled with 7 hierarchical layers, plus multiple independent data security components. This includes extensive options for sign on and password protection.

This limits each user to access only the functions, modules, screens, data, reports and documents specified by their security permissions and clearance. Also, Capita case is built in a 3-Tier Architecture (Presentation, Business, and Database). The presentation layer is dynamic and integrated with security, so a user is only shown the navigation functions they are allowed to perform.

This comprehensive security solution is fully configurable by non-technical users in the administrative module of Capita case. Security can be managed by:

- Password and Sign On Security: How many times can you try to enter, how long between changing passwords, length and complexity of the password, and many more.
- Functional/Department Organization
- Location
- Job Role or Group
- Individual Users
- Vendor System Access
- Module Access
- Screen Access
- Functional Capabilities: View, Modify, Delete, Print, Override
- Special Security Conditions: Access to High Profile Cases, Access by Case Type, Report Access, Report Data, Document Access

Security administrators can also manage a user's profile information, including user ID, name, password, role, sub-role, expiration date of system access, inactive/active user status and more.

## **9. KEY PERSONNEL**

Capita will provide a list of key personnel resources at the time of contract signing. Capita reserves the right to utilize different resources, with County approval, during the life of the project.

**COMPENSATION SCHEDULE**

Cook County will receive an unlimited user departmental site license for Cook County Adult Probation and Social Services Adult Supervision users to utilize Capita Case for supervision of adult offenders and Court users that need access to probation and Social Services data.

**SYSTEM DESIGN AND IMPLEMENTATION**

Deliverable	RFP Section	Cost per Deliverable	Payment Schedule	When billed
Software Licenses - Capita Case - Case Management; Capita Case - Financial Accounting; Capita Case - Program Provider Portal; Robo Help; Aspose; and Spelllex	Section 3.2.2	\$1,323,481.00	1 payment of \$860,262.65 and 1 payment of \$463,218.35	Invoice \$860,262.35 at contract start date. Invoice \$463,218.35 upon delivery of final system documentation and upon completion of final system training as shown in Phase 3.
Software Escrow	Section 3.1.8	\$1,300.00	\$1,300.00	Invoice at contract start date.
Clean Address	Section 3.1.8	\$7,500.00	\$7,500.00	Invoice at contract Start date.
Installation of Capita Case software on four environments	Section 3.1.5	\$15,000.00	2 payments of \$7,500.00	Invoice \$7,500 when installed on one environment and invoice \$7,500.00 when the 4 environments are up.

<p>Project Management to monitor the progress of the implementation and be the primary Capita contact for Cook County. The PM takes a very active role in the project. Includes travel costs.</p>	<p>Section 3.1.2</p>	<p>\$342,780.00</p>	<p>9 payments of \$29,240 and 1 payment of \$14,620                  Payments for travel upon completion of travel</p>	<p>9 bi-monthly invoices of \$29,240 and a final payment of \$14,620 upon completion of the warranty period. Plus \$65,000 for travel that will be invoiced monthly as used.</p>
<p>Deliver application initial training and administration training, and IT training. Rate includes travel costs.</p>	<p>Section 3.1.7</p>	<p>\$26,000.00</p>	<p>\$26,000.00</p>	<p>Invoice \$26,000.00 upon delivery of training materials and completion of initial training and completion of administration/IT training as shown in Phase 1C.</p>
<p>Perform Gap and develop functional specifications</p>	<p>Section 3.1.3 &amp; 3.1.4</p>	<p>\$51,200.00</p>	<p>2 payments of \$17,067 and 1 payment of \$17,066</p>	<p>Invoice \$17,067 upon completion of initial specification meetings. Invoice \$17,067 upon delivery of gap specifications. Invoice final \$17,066 when approved.</p>
<p>Configuration and setup of items like assessment instruments, case plans and other related items, and financial module</p>	<p>Section 3.1.5</p>	<p>\$30,000.00</p>	<p>1 payment of \$6,000.00 for assessments and case plan and \$24,000.00 for Financial module</p>	<p>Invoice \$6,000.00 upon implementing first assessment and case plan (including goals and sub goals) and upon completion of initial load of vendors and programs. Invoice \$24,000.00 when Financial module is accepted.</p>
<p>Configure intelligent mail barcodes to ensure ability to print on checks and letters</p>	<p>Section 3.1.5</p>	<p>\$3,100.00</p>	<p>\$3,100.00</p>	<p>Invoice upon acceptance of configuration</p>
<p>Configure system to indicate when DNA testing is required based on offense or court order.</p>	<p>Section 3.1.5</p>	<p>\$4,650.00</p>	<p>\$4,650.00</p>	<p>Invoice upon acceptance of configuration</p>

Configure system to allow for the ranking of charges or indication of most serious charge.	Section 3.1.5	\$3,100.00	\$3,100.00	Invoice upon acceptance of configuration
Configure system to allow for documents/correspondence to be uploaded and posted as an event to the chronological case record with a hyperlink to the document.	Section 3.1.5	\$4,650.00	\$4,650.00	Invoice upon acceptance of configuration
Configure the system to randomly select drug testing dates that are tied to scheduled report dates and based on designated testing frequency (e.g., quarterly, bi-monthly, monthly, bi-weekly). Create a drug testing report showing, by officer and client, compliance to required testing frequency.	Section 3.1.5	\$23,250.00	1 payment of \$15,500.00 and 1 payment of \$7,750.00	Invoice \$15,000.00 upon acceptance of configuration. Invoice \$7,750.00 upon completion of report.
Configure the system to be able to calculate restitution payment schedules and probation fee payment schedules based on income and number of dependents.	Section 3.1.5	\$7,750.00	\$7,750.00	Invoice upon acceptance of configuration
Configuration of software to add up to 10 workflow tasks and alerts	Section 3.1.5	\$10,000.00	2 payments of \$5,000.00	Invoice \$5,000.00 when new work flows are specified. Invoice \$5,000.00 when workflows are developed and accepted.
Documentation of configuration	Section 3.1.4	\$10,000.00	\$10,000.00	Invoice \$10,000.00 when delivered and accepted.

Development of test cases, and testing of test cases	Section 3.1.6	\$10,000.00	\$10,000.00	Invoice \$10,000.00 upon delivery of smoke test results.
Configure and load user security, and train how to modify	Section 3.1.5	\$5,000.00	\$5,000.00	Invoice \$5,000, when security settings have been initially loaded and staff have been instructed how to modify.
Configure - LOV Tables, training, run load programs, help with standardization questions	Section 3.1.5	\$20,000.00	2 payments of \$10,000.00	Invoice \$10,000.00 when first dozen tables are loaded. Invoice \$10,000.00 at completion of loading all tables.
Data Conversion following the methodology described in the SOW. Includes development and testing.	Section 3.2.8	\$175,000.00	4 payments of \$43,750.00	Invoice \$43,750.00 upon delivery of specifications for the conversions. Invoice \$43750.00 when half of the conversions (staging tables) have been delivered and there is an initial conversion run. Invoice \$43,750.00 when the second half of the conversions (staging tables) have been delivered and there is an initial conversion run. Invoice \$43,750 upon final acceptance.
Development of existing department interfaces. Includes development, testing and documentation	Section 3.2.7	\$253,125.00	2 payments of \$75,000.00 and 1 payment of \$103,125.00	Invoice \$75,000.00 upon delivery of the interface specifications. Invoice \$75,000.00 upon delivery of Capita's software for the interfaces, and invoice \$103,125.00 upon acceptance of the interfaces.
Development of Clerk's Office interface, CLEAR interface, and Cook County Department of Corrections interface. Includes development, testing and documentation	Section 2.7.8	\$53,125.00	1 payment of \$25,000.00 and 1 payment of \$28,125.00	Invoice \$25,000 upon delivery of Capita's software for the interfaces. Invoice \$28,125.00 upon acceptance of the interfaces.
Development of ICOTS interface. Includes development, testing and documentation	Sections 2.1.8 and 2.7.8	\$25,000.00	\$25,000.00	Invoice \$25,000.00 upon acceptance of the interface.

Development of County IVR interface	Sections 1.2 and 4.	\$25,000.00	\$25,000.00	Invoice \$25,000.00 upon acceptance of the interface.
Development of County payment processing interface. Includes development, testing and documentation	Section 2.5 (also Matrix 11.2.5)	\$18,750.00	\$18,750.00	Invoice \$18,750.00 upon acceptance of the interface.
Development of banking institutions interface. Includes development, testing and documentation	Section 2.5 (also Matrix 11.4.2)	\$18,750.00	\$18,750.00	Invoice \$18,750.00 upon acceptance of the interface.
Deliver train-the-trainer curriculum. Includes travel costs.	Section 3.1.7	\$64,000.00	\$64,000.00	Invoice \$64,000.00 upon completion of final system training as shown in Phase 3.
Develop custom training materials	Section 3.1.7	\$10,000.00	\$10,000.00	Invoiced when delivered and accepted.

**ANNUAL THIRD-PARTY SOFTWARE LICENSES**

Robo Help	Section 3.1.8	\$399.00	\$399.00	Paid 100% at the beginning of the new 12-month contract cycle.
Aspose	Section 3.1.8	\$3,748.00	\$3,748.00	Paid 100% at the beginning of the new 12-month contract cycle.
Software Escrow	Section 3.1.8	\$1,050.00	\$1,050.00	Paid 100% at the beginning of the new 12-month contract cycle.
Clean Address	Section 3.1.8	\$7,500.00	\$7,500.00	Paid 100% at the beginning of the new 12-month contract cycle.

Spellex	Section 3.1.8	\$525.00	\$525.00	Paid 100% at the beginning of the new 12-month contract cycle.
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**SUPPORT AND MAINTENANCE – YEAR 1**

Annual Support & Maintenance - Capita Case	Section 3.1.8	\$278,350.00	\$278,350.00	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year
Annual Support & Maintenance - Capita Case Financial Module	Section 3.1.8	\$30,250.00	\$30,250.00	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year
Annual Support & Maintenance - Capita Case Vendor Portal	Section 3.1.8	\$11,000.00	\$11,000.00	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year

**SUPPORT AND MAINTENANCE – YEAR 2**

Annual Support & Maintenance - Capita Case	Section 3.1.8	\$286,700.50	\$286,700.50	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year
Annual Support & Maintenance - Capita Case Financial Module	Section 3.1.8	\$31,157.50	\$31,157.50	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year
Annual Support & Maintenance - Capita Case Vendor Portal	Section 3.1.8	\$11,330.00	\$11,330.00	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year

**SUPPORT AND MAINTENANCE – YEAR 3**

Annual Support & Maintenance - Capita Case	Section 3.1.8	\$295,301.52	\$295,301.52	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year
Annual Support & Maintenance - Capita Case Financial Module	Section 3.1.8	\$32,092.22	\$32,092.22	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year
Annual Support & Maintenance - Capita Case Vendor Portal	Section 3.1.8	\$11,669.90	\$11,669.90	Paid 100% at the beginning of the annual maintenance period, which shall begin upon completion of the warranty period. Increases 3% per year

**TOTAL COSTS**

Implementation	\$2,541,511.00
Third-party software licenses (years 2-5)	\$52,888.00
Support and Maintenance	\$319,600.00
1st year	\$329,188.00
2nd year	\$339,063.64
3rd year	\$3,582,250.64
Total	\$3,582,250.64

**Travel Costs:** All travel expenses allowed under this Agreement shall conform to the Cook County Travel Policy attached hereto as Exhibit 7.

**Maximum Compensation:** Compensation under this Contract shall not exceed \$3,582,250.64 without proper authorization per Section 10.c. Contract Amendments.



**Attachment A**

**RFP No. 1318-13264 Adult Probation Case Management System Solution**

**Directions for Proposer Response and Comments**

*Under "Proposer Response" indicate one of the following by entering the appropriate letter:*

**Y** = yes, proposer has existing and fully developed feature that is part of the basic system package

**E** = enhancement, proposer has current and fully developed feature available at additional cost

**C** = custom, proposer does not currently have feature but could develop it

**N** = proposer does not have feature available

**O** = other, proposer requires explanation that does not fit any of the above choices

*Under "Proposer Comments" include the following: specific additional costs for enhancements, custom features, and "other" if applicable; estimated release dates for custom features; and any additional information relevant to the proposer's ability to meet the specification.*

<b>Specification</b>		<b>Department Value</b> <i>R=required SP=strongly preferred P=preferred</i>	<b>Proposer Response</b>	<b>Proposer Comments</b>
<b>1</b>	<b>CASE INITIATION REQUIREMENTS</b>			
<b>1.1</b>	<b>GENERAL</b>			
1.1.1	The delivered, customized case management system (hereinafter referred to as "system") shall record, track and report demographic data and social history information for each offender. This shall include, but not be limited to, information currently contained on the Adult Probation Department's Case Data Sheet, Pretrial Interview Folder, Intake Interview Form, and Preliminary Information Sheet and the Social Service Department's Intake Form. System shall allow for the modification of fields and for the addition of new fields without having to contact the vendor.	R		
<b>1.2</b>	<b>IDENTIFICATION NUMBERS</b>			
1.2.1	System shall record and track offender-specific and case-specific identifiers.	R		

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1.2.2	System shall include specific fields and support formatting for all identification numbers required by the Adult Probation Department/Social Service Department (hereinafter referred to collectively as "department") including, but not limited to the following: federal, state, and local criminal identification numbers, Social Security Number, driver's license/state ID number, circuit court case number, probation case number, central booking number, inmate number, and docket control number.	R		
1.2.3	System shall allow for an unlimited number of other internal or external identification numbers/alias fields.	R		
1.2.4	System shall provide other internal or external identification numbers/alias fields with a reference text box that explains the ID number's origin.	P		
<b>1.3</b>	<b>SEARCH CAPABILITY</b>			
1.3.1	System shall enable searches by offender-specific/case-specific identifiers including, but not limited to numbers, names, and addresses. Searches shall be enabled by full or partial identifiers and by combinations of identifiers.	R		
1.3.2	System shall have configurable methods for limiting overly-wide searches to ensure that search requests do not "tie-up" or "freeze" the system.	R		
1.3.3	System shall allow user to navigate directly to the selected record from the list of candidates and allow the user to return to the previous selection screen.	R		
1.3.4	System shall include Soundex or similar search capability.	R		
1.3.5	System shall allow searches on offender physical criteria (e.g., height, weight, gender, eye color, race, scars, tattoos).	P		
1.3.6	System shall allow searches on all existing fields and statuses as well as on fields and statuses modified or created in the future.	R		
<b>1.4</b>	<b>ADDING CLIENT RECORDS</b>			

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1.4.1	System shall record and track the date and reason for case initiation/transfer (e.g., new case, intra or inter-state transfer, program transfer, eligibility screening, previously-closed case that has been reopened).	R		
1.4.2	System shall alert the user/administrator when cases, offenders, victims or addresses already exist that relate to a new case/investigation in order to do the following: 1) eliminate redundant data entry by using existing data to populate fields in the new case (allowing for modifications where necessary); and 2) enable the officer to readily view information that is relevant to the case supervision/investigation.	R		
1.4.3	The system shall link groups of related cases/offenders.	P		
1.4.4	System shall be able to automatically create, based on department-defined business rules, a case record from information retrieved from the County Clerk's information system and allow for the manual entry of incomplete/incorrectly entered fields.	R		
1.4.5	System shall be able to record and track eligibility screening information for specialty courts and other specialized programs. Information shall minimally include the date screened, the program being screened for, person conducting the screening, the result of the screening, and the reason(s) for rejection.	R		
<b>1.5</b>	<b>CLIENT MASTER RECORD</b>			
<b>1.5.1</b>	<b>General</b>			
1.5.1.1	System shall maintain a master record for each offender that includes current and historical information/digital images obtained through the department's assessments, intake interviews, presentence investigations, collateral sources, and ongoing contacts.	R		
1.5.1.2	System shall flag certain offender characteristics (e.g., indicate primary and secondary language if other than English and need for interpreter, list communicable diseases, note history of violence, mental health issues, gang involvement, sex offending).	R		

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1.5.1.3	System shall be able to automatically calculate an offender's current age and age at case initiation based on date of birth and current date/case initiation date.	R		
<b>1.5.2</b>	<b>Addresses</b>			
1.5.2.1	System shall provide an efficient way for users to create, deactivate, and purge (with permission) addresses (including homelessness). The system shall be able to identify and track various types of addresses (e.g., home, mailing, work, treatment, community service, personal references/contacts).	R		
1.5.2.2	System shall track multiple current and historical addresses (including homelessness), with beginning and ending dates for each address.	R		
1.5.2.3	System shall allow for multiple current offender addresses (e.g., mailing address vs. home address).	R		
1.5.2.4	System shall accommodate out-of-country addresses.	R		
1.5.2.5	System shall automatically cross-check addresses for validation and conformity to United State's Postal Service standards and allow for overrides for invalid addresses.	SP		
1.5.2.6	System shall geocode all addresses.	SP		
1.5.2.7	System shall allow users to enter a code when mail is returned due to an incorrect address and create an alert for the officer to rectify the issue.	SP		
1.5.2.8	System shall enable a user to view the identifying information of all cohabitants residing at a particular address.	P		
1.5.2.9	System shall be able to print Intelligent Mail barcode on checks and letters.	P		
1.5.2.10	System shall record and track email addresses for a person.	R		
1.5.2.11	System shall be able to record and track multiple email addresses for a person and allow for tagging the preferred e-mail address.	p		
1.5.2.12	System shall be able to validate/provide zip codes for addresses entered.	SP		
<b>1.5.3</b>	<b>Criminal History</b>			

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1.5.3.1	System shall record criminal history information including but limited to the following: number and types of arrests and convictions; age at first conviction; and history of prior incarceration, parole and probation.	R		
<b>1.5.4</b>	<b>Employment/Financial</b>			
1.5.4.1	System shall maintain multiple current and historical employment records. Records shall minimally include the status of employment, beginning and ending dates of employment, job title, and the name, address, and phone number of the employer.	R		
1.5.4.2	System shall be able to capture employment status prior to sentencing, at the time of sentencing, during probation, and at the time of case closing.	R		
1.5.4.3	System shall maintain the name, phone number, and relation to offender of work contacts (e.g. coworker, supervisor) for each employment record.	R		
1.5.4.4	System shall record the number of hours worked, work schedules, and income for each employer.	P		
1.5.4.5	System shall maintain current and historical information on other sources of income. Information shall include but not be limited to the source of income, amount of income, and applicable dates.	R		
1.5.4.6	System shall be able to differentiate between primary and secondary sources of income.	R		
1.5.4.7	System shall record military service information including dates of service, branch served, rank, and type of discharge.	R		
<b>1.5.5</b>	<b>Education</b>			
1.5.5.1	System shall maintain current and historical school records. Records shall minimally include current status, education level/degrees earned, disciplinary actions, and last school attended and country of last school attended. If the offender is currently a student, the record shall include the school schedule and the name, address, and phone number of the school.	R		
1.5.5.2	System shall be able to capture education level at the time of sentencing and at the time of case closing.	R		

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<p><b>1.5.6 Family</b></p>	<p>System shall record current and historical family information including but not limited to the following: marital/relationship status, information about significant other (e.g., name, nature of relationship, length of relationship), information about children (e.g., name, age, living arrangement, primary caretaker), number of dependents, parental relationships, relationships with other family members, family members' involvement with criminal activity, family members' history of alcohol/drug abuse, and family members' level of prosocial support and/or pro-criminal influence.</p>	<p>R</p>			
<p><b>1.5.7 Living Arrangement</b></p>	<p>System shall maintain current and historical records of those living with the offender. Information shall minimally include names of the individuals, their relationship to the offender, and level of prosocial support and/or pro-criminal influence including alcohol/drug use and involvement with the criminal justice system.</p>	<p>R</p>			
<p><b>1.5.8 Companions/Leisure</b></p>	<p>System shall record information about how offender spends leisure time and his/her companions' level of prosocial support and/or pro-criminal influence, including alcohol/drug use and involvement with the criminal justice system.</p>	<p>R</p>			
<p><b>1.5.8.1</b></p>	<p>System shall record current and historical information about gang affiliation including the name of the gang(s), the offender's role in the gang(s), and the beginning and end dates of involvement.</p>	<p>R</p>			
<p><b>1.5.9 References/Contacts</b></p>	<p>System shall record information on individuals (i.e., name, telephone number (s), and relationship to offender) who were identified by the offender as references/contacts.</p>	<p>R</p>			
<p><b>1.5.10 Substance Abuse History</b></p>					

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1.5.10.1	System shall record current and historical substance abuse information including but not limited to the following: substance(s) of choice; the past and present frequency of use, amounts used and means of ingestion; age of first use; date, type and amount of last reported use; triggers for use; treatment information, (e.g., type of treatment, dates attended, current status, and reason for termination); physical symptoms/effects; and degree of interference with functioning (work, family, relationships).	R		
<b>1.5.11</b>	<b>Mental Health and Trauma History</b>			
1.5.11.1	System shall record current and historical mental health information including but not limited to the following: diagnoses; symptoms; treatment information (e.g., type of treatment, dates attended, current status, reason for termination); and past and current medication information (e.g., types, dates, dosages).	R		
1.5.11.2	System shall record current and historical information about physical, emotional and sexual abuse including but not limited to the type, frequency, dates, and relation to abuser.	R		
<b>1.5.12</b>	<b>Medical Problems/Physical Disabilities</b>			
1.5.12.1	System shall record current and historical information about medical problems/physical disabilities including but not limited to type of problem(s), dates of problem(s), symptoms/limitations, treatment (type and dates), and medications.	R		
1.5.12.2	System shall record insurance information to minimally include insurance status, type and enrollment date.	R		
<b>1.5.13</b>	<b>1.5.13 DNA Indexing</b>			
1.5.13.1	System shall indicate when DNA testing is required based on offense or court order.	P		

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1.5.13.2	System shall minimally track the following: the date the DNA sample was submitted by APD/SSD, the date the registration was confirmed by the State Police, the control number, and the offender's identifying information (e.g., name, date of birth, race, State identification number).	R		
<b>1.6</b>	<b>CASE DEFINITION</b>			
1.6.1	System shall support multiple department-specified case types (i.e., Adult Probation, Pretrial Services, Social Service, Investigation, other)	R		
1.6.2	System shall support an unlimited number of cases and case types per offender.	R		
1.6.3	System shall enable categorization of a case by multiple attributes, including but not limited to the following: officer, supervisor, and deputy chief assignment; category of offense; reporting location; supervision level/program phase; type of specialized program (e.g., Gang Unit, Sex Offender Unit, Drug Court Program, Intensive Probation Supervision); and case/program status (e.g., active, closed, active warrant, past-term warrant, and historical/archived).	R		
<b>1.7</b>	<b>CHARGE DEFINITION</b>			
1.7.1	System shall support an unlimited number of charges per case.	R		
1.7.2	System shall be able to record multiple attributes per charge including, but not limited to the following: national and state charge codes and translations; statute number; charge severity (i.e., felony, misdemeanor, DUI, traffic); class (e.g., 1, 2, A, B); and charge type (e.g., drug-related, violent, property, etc.).	R		
1.7.3	System shall track date of offense, date of arrest, and date and details of disposition (e.g., type of sentence, length of sentence, sentencing judge, sentencing location, termination date).	R		
1.7.4	System shall be able to track charge amendments from the time of arrest or initial filing through disposition.	P		
1.7.5	System shall record and track all sentencing conditions.	R		



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1.7.6	System shall allow for the ranking of charges or indication of most serious charge.	SP		
<b>1.8</b>	<b>RISK/NEEDS ASSESSMENTS/REASSESSMENTS</b>			
1.8.1	System shall be able to integrate existing department and third-party (proprietary and non-proprietary) assessment instruments, (e.g., Level of Service Inventory-Revised (LSI-R), Illinois Prescreen Instrument, Bond Assessment Form).	R		
1.8.2	System shall allow for the future addition/modification of customized or third-party assessments by the department.	R		
1.8.3	System shall record and display multiple current and historical assessment records, which shall minimally include date of assessment/reassessment, scores on individual items, aggregate scores, supervision levels, program phases, and overrides.	R		
1.8.4	System shall allow for multiple current assessment types on each case.	R		
1.8.5	System shall maintain a record of overrides that minimally includes who recommended the override, the reason for the override and the nature of the override (e.g., overridden from a low level of supervision to a medium level).	R		
1.8.6	System shall allow supervisors to review, modify, approve and audit assessments and shall maintain records of all such actions.	R		
1.8.7	System shall be able to calculate an offender's composite score based on individual items entered.	SP		
1.8.9	System shall accept only valid scores on fields for individual assessment items and shall display data verification pop-up boxes when users attempt to enter invalid data.	R		
1.8.10	System shall be able to automatically determine an offender's supervision level according to composite assessment scores and department-established criteria and allow for the officer/manager to override the automatic classification.	P		

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1.9	<b>INVESTIGATION REPORTS</b>			
1.9.1	System shall be able to create, assign, and track different types of investigative reports including but not limited to presentence investigations (short and long versions), pretrial investigations, and investigations related to Certificates of Relief from Disabilities.	R		
1.9.2	System shall generate printed investigation reports based on information entered in the system.	R		
1.9.3	System shall allow supervisors to review, modify, approve and audit investigation reports and shall maintain records of all such actions.	R		
1.9.5	System shall be able to display a list of all active and closed investigation records on command and link investigations to cases subsequently assigned to APD or SSD when applicable.	R		
1.9.6	System shall be able to track dispositions of cases on which investigations were ordered.	SP		
1.10	<b>VICTIM INFORMATION</b>			
1.10.1	System shall maintain and track victim information in a separate and secure record.	R		
1.10.2	System shall maintain and track victim demographic information including but not limited to name, gender, age, and race.	R		
1.10.3	System shall maintain and track victim contact information including but not limited to address, home phone number, cell phone number, and email address.	R		
1.10.4	System shall record, track and identify by type, all contacts made with or related to victim.	R		
1.10.5	System shall record and track orders of protection minimally including the name of the offender, the effective dates, and any special stipulations of the order.	R		
1.10.6	System shall maintain and track current and historical information about referrals to service providers minimally including the name of the provider, the date of the referral, the type of service, and the status of the victim's participation.	SP		

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1.10.7	System shall record and track the victim's personal injury and property damage/loss information.	P		
<b>1.11</b>	<b>ASSIGNMENTS/TRANSFERS</b>			
1.11.1	System shall allow for the assignment of staff members to divisions and to specific units/functions within divisions (e.g. Pretrial/Post Release, Caseload/Compliance Officer) as well as to specific managers (e.g., supervisor, deputy chief/regional manager, assistant chief) and locations.	R		
1.11.2	System shall allow for the secondary assignment of multiple staff members/units to an offender/case.	R		
1.11.3	System shall maintain current and historical information regarding staff members'/units' assignments to an offender/case including dates of assignments/transfers, reasons for transfers, and individuals making the transfers.	R		
1.11.4	System shall enable cases to be transferred to another officer/manager individually or in user-defined batches to eliminate the need to edit each individual file.	R		
1.11.5	System shall maintain current and historical information regarding staff members' assignments to divisions, units, managers, and locations.	R		
1.11.6	System shall interface with the department's staff directory, the Chief Judge's active directory and the County's FMIS directory. Directories include office locations, telephone and FAX numbers and e-mail addresses.	SP		
1.11.7	System shall allow for changes in staff identification information and shall update all forms associated with the information accordingly. Identifiers minimally include last name, first name, office location(s), phone number(s), FAX number(s), e-mail addresses, division assignment, unit assignment, and assigned managers.	R		
1.11.8	System shall be able to configure contact information for a single worker working out of multiple locations.	R		

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1.11.9	System shall replace or integrate the department's current process for assigning cases based on workload, offender's address, type of case, judge, language and gender.	R		
<b>2</b>	<b>CASE PLANNING REQUIREMENTS</b>			
<b>2.1</b>	<b>CHRONOLOGICAL CASE EVENTS/NOTES</b>			
2.1.1	System shall allow user to enter the date work was completed and system shall populate chronological record based on this date (as opposed to system date).	R		
2.1.2	System shall enable the chronological entry of notes/events by date, time, and author.	R		
2.1.3	System shall be able to code the type (and subtype where appropriate) of note/event [e.g., office report, field visit (contact with offender, collateral contact, no contact), telephone report, mail-in report, arrest record check (CLEAR, Clerk's, LEADS), referral to service provider (substance abuse treatment, domestic violence counseling, employment services), drug test (instant test, specimen collected for lab testing), collateral phone contact, court hearing, correspondence received, other]. System shall allow department to modify and add note/event types and subtypes.	R		
2.1.4	System shall enable user to flag and enter confidential notes visible only to the author.	P		
2.1.5	System shall record and display the author of each note/event.	SP		
2.1.6	System shall enable documents/correspondence to be uploaded and posted as an event to the chronological case record with a hyperlink to the document.	SP		
<b>2.2</b>	<b>VIOLATIONS OF PROBATION/CONDITIONS OF BOND, OTHER MOTIONS/STATUS REPORTS AND COURT HEARINGS</b>			
2.2.1	System shall record and track administrative sanctions. Information shall minimally include data on existing department forms such as the date of the infraction, the level and nature of the infraction, the date the sanction was given, and the level and nature of the sanction.	R		

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<p>2.2.2</p> <p>System shall record and track initial (including "instantner") and supplemental violations of probation/bond conditions. Information shall minimally include data on existing department forms such as the following: date violation request prepared, scheduled date of violation hearing, courtroom number, judge's name, type of violation (i.e., new arrest, technical violation, or both), sub-type(s) of violation (e.g., felony arrest, misdemeanor arrest, failure to report, failure to attend treatment), and a detailed description of the violation(s) including but not limited to the following: 1) for new arrests -- the date of the arrest, date of the offense, the specific charge, the arresting agency, the new case number, the name of the judge(s) (on the new charge and on the violation), court room number(s) and location(s), and the next scheduled court date(s); and 2) for technical violations -- the date(s) of the infraction(s), the nature of the infraction(s), and the agencies involved, if applicable.</p>	<p>R</p>		
<p>2.2.3</p> <p>System shall track and record status reports and motions. Information shall minimally include data on existing department forms (e.g., the date the status report/motion was prepared, the type of request and reason for request, the scheduled hearing date, and the courtroom number, judge's name, etc.)</p>	<p>R</p>		
<p>2.2.4</p> <p>System shall be able to record and track the details of the disposition for each hearing as well as for each new arrest. Information shall minimally include data on existing department forms (e.g., date of hearing, name of judge, name of court liaison, court findings/actions/sanctions administered, offender's plea)</p>	<p>R</p>		
<p>2.2.5</p> <p>System shall allow supervisors to review, modify, approve and audit all administrative sanctions/violations/status reports/motions and shall maintain records of all such actions.</p>	<p>R</p>		

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2.2.6	System shall allow user to readily view all events/data related only to court hearings without exiting the larger chronological case record.	SP		
2.2.7	System shall record and track rewards/incentives given to the offender. Information shall minimally include the related behavior, the level and nature of the reward/incentive, behavioral target dates, and the date the reward was given.	R		
<b>2.3</b>	<b>SUPERVISION PLANS</b>			
2.3.1	System shall track and record supervision plans.	R		
2.3.2	System shall readily display assessment information and special conditions to assist officers in creating supervision plans.	SP		
2.3.3	System shall allow supervisors to review, modify, approve and audit all supervision plans and shall maintain records of all such actions.	R		
2.3.4	System shall track key supervision plan elements including but not limited to criminogenic needs and related stages of change, and accomplishment of action steps and long-term goals.	R		
2.3.5	System shall display a view of a case plan that can be electronically signed, approved and printed.	P		
<b>2.4</b>	<b>INTERSTATE AND INTRASTATE COMPACT SUPERVISION</b>			
2.4.1	System shall record and track incoming and outgoing requests for supervision through the Interstate Commission for Adult Offender Supervision (ICAOS) and through the Illinois intrastate transfer procedures. Information shall include but not be limited the following: the sending/receiving jurisdiction's identifying and contact information; the probationer's identifying and contact information; reporting instructions; the date the request is received or sent; the date of the probationer's departure and arrival; the response due date; the date the acceptance/rejection response is sent/received; indication of acceptance or rejection; and the reason for rejection.	R		

2.4.2	System shall interface with the Interstate Compact Offender Tracking System (ICOTS) and push/pull information to reduce data entry where possible. Data includes but is not limited to information related to requests for supervision, offender and case information, progress reports, violation reports, closing interest reports, compact action requests, and other case notes.	SP		
2.5	<b>EXPUNGE / SEAL / VACATE</b> System shall enable cases to be marked as expunged, sealed and/or vacated.	R		
3	<b>SCHEDULING REQUIREMENTS</b>			
3.1	<b>SCHEDULE /CALENDAR</b>			
3.1.2	System shall be able to display calendars by reporting location, unit, division, dates, supervisor, deputy chief, events, judges/courtrooms, and individual staff member.	R		
3.1.2	System shall generate calendars based upon scheduled appointments (e.g., intake interviews, ongoing reports, field visits, court hearings).	R		
3.2	System shall interface with Microsoft Outlook.	SP		
3.2	<b>TICKLERS/ALERTS</b>			
3.2.1	System shall provide tickler, alert and prompt functions based upon the department's business rules, including the ability to identify upcoming due dates/events and overdue tasks/events (e.g., new case assignments/transfers, offender appointments, offender noncompliance with special conditions, investigations, assessments, supervision plans, court hearings, drug tests, field visits, referral updates, referral billing information, response to violations of electronic monitoring, case closings).	R		

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3.2.2	System shall interface with outside systems (e.g., Clerks' Office, Sheriff's Office, State Police Department, contracted vendors) to alert officers of certain department-defined case events (e.g., new arrest, release from custody, GPS violation, curfew violation, court hearing, DNA registration, drug test results).	SP		
3.2.3	System shall allow managers to view their staff members ticklers, alerts and prompts by employee name, type of alert and/or date parameter.	R		
3.2.4	System shall allow the administrator to define the structure, content and frequency of system-displayed ticklers, alerts and prompts.	R		
3.2.5	System shall allow user to schedule ad hoc alerts.	SP		
3.2.6	System shall display an alert until action is taken to properly address the alert.	R		
<b>4 SPECIAL CONDITIONS AND REFERRAL REQUIREMENTS</b>				
<b>4.1 GENERAL</b>				
4.1.1	System shall record, track and display information on all special conditions. Information shall minimally include the type of special condition and where applicable, the related amounts/quantities, due date, related agencies, status toward completion, and completion (unsuccessful termination) date.	R		
4.1.2	System shall allow for multiple special conditions on each case.	R		
4.1.3	System shall allow conditions to be modified, added and removed on each case.	R		
4.1.4	System shall modify all related records accordingly when a special condition is modified, added, or removed and shall maintain a record of original condition.	R		
4.1.5	System shall allow for multiple (simultaneous and consecutive) referrals on each case.	R		
4.1.6	System shall allow for the future modification and addition of special conditions.	R		



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4.1.7	System shall allow user to readily view all events/data related only to a specific special condition without exiting the larger chronological case record.	SP		
4.1.8	System shall enable referral agencies to enter reports directly into system.	P		
4.1.9	System shall maintain a searchable directory of agencies to which offenders may be referred for services or for community service placement. The directory shall include the agency's name, address(es), types of services/business, and contact information (e.g., name of contact person, phone number and email address). The directory should also list types of cases that would be excluded (e.g., because nature of charge, gender) and languages spoken other than English. System shall allow designated department personnel to easily modify the directory.	R		
4.2	<b>COURT-ORDERED MONEY (see section 11)</b>			
4.3	<b>COMMUNITY SERVICE REFERRALS</b>			
4.3.1	System shall record and track information regarding referrals including but not limited to the date of the referral, the name of the agency, the number of required hours/days, the due date for completion, the dates and hours of service completed, the type of service being performed, the status of the referral (i.e., active or closed), the date and reason for termination from site and whether community service was completed in full.	R		
4.3.2	System shall automatically maintain a balance of hours/days completed and hours/days to be completed for each person/case.	R		
4.4	<b>DRUG TESTS</b>			

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4.4.1	System shall record and track information and steps related to drug testing including but not limited to the date the specimen was collected and location where it was collected, the type of test conducted, the name of the person taking the specimen, the test control number, the date the results were received and details regarding the results.	R		
4.4.2	System shall be able to record results from different types of tests (e.g., instant cups, lab tests, breathalyzers).	R		
4.4.3	System shall record the individual panel test results and panel level readings for each substance tested.	R		
4.4.4	System shall track and record offender's failure to follow testing protocols.	R		
4.4.5	System shall provide a means for scheduling random drug tests based on parameters that can be defined by the department and customized for each case.	P		
4.4.6	System shall automatically post results received from the laboratory to case notes.	R		
4.4.7	System shall be able to import testing results either through direct interface with the drug testing lab's system (preferred) or in scheduled, batch jobs.	R		
4.4.7	System shall capture offenders' electronic signature via electronic signature pad for admissions of guilt.	P		
4.4.8	System shall indicate the number of days since the last urinalysis and the number of days since last positive/non-compliant urinalysis.	SP		
<b>4.5</b>	<b>TREATMENT/COUNSELING REFERRALS</b>			

4.5.1	System shall record and track information regarding referrals including but not limited to the date of the referral, whether the referral was made in response to a court-ordered special condition, the name of the agency, the type of treatment (e.g., substance abuse, mental health, sex offender), the subtype of treatment (e.g., residential, outpatient), the date treatment began, the frequency and length of treatment, the status of treatment (i.e., active or closed), and the date and reason treatment ended.	R	
<b>4.6</b>	<b>EDUCATION/EMPLOYMENT REFERRALS</b>		
4.6.1	System shall record and track information regarding referrals including but not limited to the date of the referral, whether the referral was made in response to a court-ordered special condition, the name of the agency, the type of program (e.g., education, employment, job training, job readiness), the subtype of service (i.e., specific type of education/employment), the date of enrollment, the frequency and length of program, the status of participation (i.e., active or closed), and the date and reason program ended.	R	
<b>4.7</b>	<b>ELECTRONIC MONITORING GPS and RF</b>		
4.7.1	System shall record and track information on cases assigned to GPS and RF electronic monitoring programs. Information shall minimally include the following: date of program enrollment; curfew hours and days; noncompliance information [i.e., date of noncompliance, type of noncompliance, result of noncompliance (e.g., victim harmed, offender arrested), and response to noncompliance]; status of program (i.e., active or not active); and date of termination and reason for termination.	R	
<b>5</b>	<b>DOCUMENT GENERATION/SCREEN DISPLAY REQUIREMENTS</b>		

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5.1	System shall enable any data (including fields modified or added in the future) to populate screens, forms, letters and court memorandums.	R		
5.2	System shall maintain and display a file of commonly used screens, forms, letters and court memorandums.	R		
5.3	System shall allow department to create and modify screens and documents and their related fields.	R		
5.4	System shall provide on-screen, configurable dashboards that allow managers and officers to readily view key information critical to supervision and caseload management. Dashboards shall provide key indicators and alerts in areas such as staff compliance with select policies, offender compliance, caseload sizes, risk classification, case outcomes, workload equity, and productivity. Dashboards shall enable data to be viewed at individual and aggregate levels (e.g., by officer, unit, supervisor, deputy chief, assistant chief, department-wide).	R		
5.5	System shall interface with standard word processing software (e.g. MS Word) to generate custom forms, letters and court memorandums.	R		
5.6	System shall allow uploaded files/documents to be opened by the specified program without exiting the system.	R		
5.7	System shall enable user to generate a document from within the system without manually opening the associated program.	R		
5.8	System shall be able to associate stored or linked documents to a person or case file.	R		
5.9	System shall be able to upload, download, store, view, and print digital images/documents (e.g. pictures of offenders, pictures of evidence of violations, correspondence from other agencies) and integrate such documents/images into specific case records and other documents.	R		

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5.10	System shall be able to upload, download, store and retrieve digital sound files (e.g., .wave file) and integrate such files into specific case records.	P		
5.11	System shall support scanning and storage of documents with an associated document type and title.	R		
5.12	System shall support electronically stored signatures on documents.	R		
5.13	System shall support electronic signatures obtained via electronic signature pads.	P		
5.14	System shall save documents in PDF to prevent modification and allow exact copies to be retrieved at a later date.	R		
5.15	System shall enable user to print documents based on date parameters, events, and record types (e.g., charge record, employment record).	R		
5.16	System shall be able to automatically generate documents when certain notes, events or actions (e.g., failure to report) are entered and allow the user to override the function.	SP		
5.17	System shall enable the user to select, view and print case notes/events by date, date range and note/event type. System shall display/print notes/events in chronological order and should provide the option to display/print in reverse chronological (i.e., newest to oldest).	R		
5.18	System shall generate and print documents individually or in scheduled batches to individual printers or multiple printers simultaneously.	R		
<b>6 CASE CLOSING REQUIREMENTS</b>				
6.1	System shall record and track case closings. Information shall include but not be limited to the date terminated in court, the type of termination, reason for termination, and if applicable, details regarding revocation, i.e., length and type of sentence.	R		

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6.2	<p>System shall generate an on-screen and printable closing summary that provides a concise summary of pertinent information about the case from the time of sentencing to case termination. The system shall use existing data to populate certain portions of the summary and allow for additional information to be recorded by the officer. Information shall minimally include the charge, length of probation, a summary of compliance/noncompliance, re-arrest data, beginning and ending supervision levels, type of termination, and if applicable, revocation information.</p>	R		
6.3	<p>System shall allow supervisors to review, modify, approve, and audit case closings and shall maintain records of all such actions.</p>	R		
6.4	<p>System shall be able to complete batch case closings based on certain department-defined criteria.</p>	R		
6.5	<p>System shall enable cases to be re-opened. System shall record and track the date and reason for re-opening while retaining the original closing date and reason.</p>	R		
6.6	<p>System shall forbid a case to be closed based on certain criteria (e.g., unresolved court dates, warrant status, lack of outcome information) and alert the user as to the reason(s) he/she is unable to close the case. System shall allow those with authority to override this function.</p>	R		
<b>7</b>	<b>STATISTICAL REPORT REQUIREMENTS</b>			

7.1	<p>System shall have the ability to generate customized standard and ad hoc reports that include aggregate and individual data that can be queried, sorted, and searched by any field/record (or multiple fields/records) including but not limited to unit, officer, supervisor, offender, charge, offender characteristic(s), event type(s), and date/date ranges. The reports shall be available on demand electronically, readable on screen, printable (with print preview option), and exportable to Excel, PDF, XML or a comma-separated values format. The administrator shall be able to add and manage custom reports to the application front-end report library.</p>	R		
7.2	<p>System shall have the ability to place report jobs on a scheduler so that the reports will execute automatically as defined by the user. The user shall be able to define whether the reports will print to a printer or appear as an attachment to an e-mail.</p>	R		
7.3	<p>System shall support the creation of any future fields that may be added/modified and allow the user to query off any new/modified fields (the department shall not have to contact the vendor to query on a new field that has been added in order to run a report).</p>	R		
7.4	<p>System shall be able to identify record types and search for related missing records.</p>	R		
7.5	<p>System shall use a report-generating application to enhance reporting capabilities (e.g., MS SQL Server Reporting Services, Crystal Reports, Jasper).</p>	R		
7.6	<p>System shall provide a simple reporting system that allows users to determine the selection criteria of a report without knowledge of database structure or SQL syntax.</p>	R		

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7.7	System shall provide standard and ad hoc aggregate and individual reports related to common outcome measures including, but not limited to those in the Annual Plan required by the Administrative Office of the Illinois Court, those required by American Correctional Association accreditation, and the example questions provided (see Appendix III - Outcome Measures ).	R		
7.8	System shall provide standard and ad hoc reports related to common workload measures such as, but not limited to, number of cases, supervision levels of cases, assessments completed, number and type of contacts conducted, investigations written, and referrals made. Reports shall be available by officer, unit, supervisor, division and department.	R		
7.9	System shall readily provide statistics for monthly reports required by the Administrative Office of the Illinois Courts (see Appendix IV - AOIC Reports).	R		
7.10	System shall enable the user to store report queries.	R		
7.11	System shall have the capability to run a report on forms used (tally on number of times a form has been used by date range and location).	P		
7.12	System shall provide managers lists of randomly selected cases for auditing based on department-defined fields.	R		
7.13	System shall provide reports in a timely manner.	R		
<b>8 SYSTEM SECURITY &amp; DATA INTEGRITY REQUIREMENTS</b>				
<b>8.1 TECHNICAL ARCHITECTURE REQUIREMENTS</b>				
8.1.1	System must be browser-based and compatible with all browsers.	R		
8.1.2	System must at a minimum support a modern version of Internet Explorer (e.g., version 8.0 or higher) as well as other browsers (e.g., Firefox, Chrome) as necessary.	R		
8.1.3	System must be fully capable of operating with an IBM, Oracle or a Microsoft database, utilizing recent versions of each.	R		



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8.1.4	System's database must be fully relational and require only single entry of data elements. For example, offender name records must be entered only once and linked to other tables.	R		
8.1.5	System shall support web services interfaces (i.e., multi-tier solutions).	R		
8.1.6	System shall utilize TCP/IP network protocol.	R		
8.1.7	System shall work on a LAN or WAN.	R		
8.1.8	System shall support integration with Microsoft Active Directory.	R		
<b>8.2 SYSTEM SIZING AND RESPONSE ISSUES</b>				
8.2.1	System shall be scalable and able to support 800 to 1,250 concurrent users.	R		
8.2.2	System response times on simple transactions shall not exceed 2 seconds (e.g., lookup of a record with a specified keyed value should not take more than 1 second, moving from one record to another should not take more than 1-2 seconds, basic screen turnover should be instantaneous). More complex lookups shall not exceed 4 seconds (e.g. wildcard search).	R		
8.2.3	System shall be able to handle multiple large departments (i.e., Adult Probation, Pretrial Services, and Social Services) and their unique business rules and users. System must be able to capture and store these departments' data within the same database, while providing the ability to restrict access to data by department.	R		
8.2.4	System shall be expandable to accommodate additional users, employees, departments, agencies, new application, and new functional requirements.	R		
<b>8.3 APPLICATION SECURITY</b>				
8.3.1	System shall encrypt data from point of sign-on and for all data transport (e.g., Secure Socket Layer, Secure Transport Layer).	R		

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8.3.2	System shall provide user-based security access rights. Permissions should be set by user groups and include a security matrix that defines access to screens, functions, data, and types of caseloads.	R	
8.3.3	System shall provide access permissions at various levels (e.g., agency, case, record, field) including but not limited to add only, no access, read only, download, export, write/modify, and delete.	R	
8.3.4	System shall prevent a user (except system administrator) from updating data tables directly; all user updates should be performed via the application screens.	R	
8.3.5	System shall track the system date, time, and login of any person who added, edited or deleted any record or notes. Tracking shall be by IP and user ID.	R	
8.3.6	System shall provide secure login function with user ID and password to control access.	R	
8.3.7	System shall use the same user ID and password as Chief Judge's Active Directory so once a user signs on to his/her PC, he/she will automatically be signed into the case management database.	P	
8.3.8	System shall not display or print passwords during user entry.	R	
8.3.9	System shall require users to periodically change their password.	P	
8.3.10	System shall require a best practices password (i.e., minimum length, mixed characters, no personal names).	R	
8.3.11	System shall record the system date and time by user ID and IP of the last time the password was changed.	R	
8.3.12	System shall allow a user to reset his/her own password and allow system administrator to reset passwords.	R	
8.3.13	System shall allow a system administrator to suspend a user ID from further use.	R	
8.3.14	System shall provide an administrative tracking function to determine who is running reports by user ID and IP.	R	

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8.3.15	System shall provide an administrative function to view job queue execution and have the capability to manipulate the queue.	R		
8.3.16	System shall provide system administrator a log of system error messages by user ID and IP.	R		
<b>8.4</b>	<b>DATA INTEGRITY</b>			
8.4.1	System shall employ record-locking (and/or field-locking) functionality to prevent multiple users from updating the same record at the same time.	R		
8.4.2	System shall provide constraints to avoid duplicate record entry (i.e., entering the same offender, the same investigation, the same restitution transaction, etc.). The system shall prompt the user with a warning and allow override capability.	R		
8.4.3	System shall provide table-driven, drop down menus/check boxes of valid values for data elements whenever possible, which are updatable by the system administrator.	R		
8.4.4	System shall provide field edit logic on all date and other appropriate fields.	R		
8.4.5	System shall provide on-screen prompts and help screens to assist users in the entry of valid data.	R		
8.4.6	System shall allow for system administrator to define and re-define, without extensive programming or vendor intervention, which specific data elements are to be required entries on a screen.	R		
8.4.7	System shall force entry of legitimate values in required fields before user can proceed to another field or screen.	R		
8.4.8	System shall track and record any changes made to data fields and screens.	R		
<b>8.5</b>	<b>SYSTEM DOCUMENTATION AND USER HELP FEATURES</b>			
8.5.1	Vendor shall provide an entity-relationship diagram for all system database tables.	R		
8.5.2	Vendor shall provide physical database diagrams for all tables.	R		

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8.5.3	Vendor shall provide a data dictionary for all system database tables/data elements. The data dictionary shall be accessible at all times from within the system and shall be provided in on-line and printable versions.	R		
8.5.4	System shall provide a context sensitive help function that can be accessed from any screen that displays help related to the screen in use.	R		
8.5.5	Vendor shall provide a comprehensive, up-to-date user's manual documenting all system operations, in both an on-line and printed format. Manual must include screen shots, instructions, and step-by-step training to assist non-technical users and administrative personnel to operate the software.	R		
8.5.6	Vendor shall place up-to-date source code in escrow with the Circuit Court of Cook Count, Adult Probation, and Social Service Department as beneficiaries in the event that vendor is dissolved for any reason or if the vendor discontinues support of the licensed system.	R		
<b>8.6</b>	<b>AUDITING AND UTILITIES</b>			
8.6.1	System shall maintain history of user system logons and system logoffs and related IP addresses.	R		
8.6.2	System shall maintain audit logs and documentation of all system changes, including but not limited to the system date and time of the change, the nature of the change, and the person making the change.	R		
8.6.3	System shall provide functionality to merge duplicate offender and related records.	R		
8.6.4	System shall retrieve and restore archived data upon request.	R		
8.6.5	System shall automatically place cases in archived status or purge case information based on department retention policies.	R		
<b>8.7</b>	<b>APPLICATION CONFIGURATION</b>			

<p>8.7.1</p>	<p>System shall provide customizable screens and screen flows for recording and tracking information related to particular functions including but not limited to the following: case initiation; eligibility screening; intake interview; assessment; investigations; financial records; supervision planning; ongoing supervision planning; referrals to services; collateral contacts; field visits; administrative sanctions; violations, status reports, and other court memorandums; progress reports, violation reports and closing interest summaries for compact cases; court hearing dispositions; and case closing. The screens shall minimally incorporate all of the information on existing department forms and screens, which include but are limited to the following: APD's Case Data Sheet, Pretrial Interview Folder, Intake Interview Form, SSD's Intake Form, Preliminary Information Form, Investigations template, Pretrial Bond Assessment Form, Illinois Prescreen Instrument, Level of Service Inventory – Revised, Risk Supervision Plan template, Ongoing Supervision Plan template, Notice of Technical Violation, Court Memorandum, and Case Closing template (see Appendix V-Example Forms). System shall incorporate check boxes, drop-down menus, and prompters and allow for unlimited narrative entries to efficiently and thoroughly capture and track information. System shall have spell-check, grammar-check and word-wrap functions for narrative entries including but not limited to entries for case notes, forms, letters, and court documents. System shall enable the department to define values for drop-down menus and drop-down menu fields. System shall accommodate variations for different departments and case types (e.g., APD vs. SSD, probation vs. pretrial, supervision plan format for medium risk vs. low risk, intake interview for sex offender vs. standard probation, long version vs. short version investigation).</p>	<p>R</p>		
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8.7.2	System shall allow for future modification and addition of screens and fields. System shall enable the system administrator to move screens and to turn them on and off.	R		
8.7.3	System shall provide a find-and-replace function that allows the administrator to search by strings of characters (e.g., starts with, contains) in forms and screens. Function shall enable administrator to manually select applicable screens/forms and the words/characters that should be replaced within the screens/forms.	R		
8.7.4	System shall allow the author to edit entries within a certain department-defined time frame. Upon expiration of the time period, the system shall lock the entries. System shall allow the administrator to edit entries and shall track the time, date, nature of and reason for the edit.	SP		
8.7.5	System shall use an auto-save function for notes as they are being entered.	SP		
8.7.6	System shall accurately process dates and times between the 20th and 21st centuries and for all leap years.	R		
8.7.7	System shall adjust all times to reflect the local time (Central Standard Time and Central Daylight Time).	R		
8.7.8	System shall support touch-screen use.	P		
<b>8.8</b>	<b>VENDOR SUPPORT</b>			
8.8.1	Vendor shall provide annual renewable maintenance and support contracts that cover ongoing technical support and all software releases (updates, upgrades, new version releases).	R		
8.8.2	Vendor shall provide technical support during normal business hours.	R		
8.8.3	Vendor shall provide technical support during non-business hours.	P		
8.8.4	Vendor shall provide annual user group meetings.	SP		
8.8.5	Vendor shall designate a specific employee or team to serve as the vendor's liaison with the department.	R		

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8.8.6	Vendor shall maintain a customer accessible web-based reporting tool for technical support and enhancement requests by the department.	R		
<b>9</b>	<b>DATA EXCHANGES, INTEGRATION AND COLLABORATION</b>			
9.1	System shall integrate with Service Oriented Architecture (SOA) based interfaces and point-to-point interfaces.			
9.2	System shall provide support for all existing external interfaces including the following: AS/400 billing applications, intake assignments, and GPS inventory; drug testing collections and results; the Illinois State Police Department for Sex Offender and Violent Offender Against Youth registration information; the Sheriff's Work Alternative Program (SWAP); the Kenneth Young Center's Case Information System; the Administrative Office of the Illinois Courts charge code table updates; the Illinois Criminal Justice Information Authority for Adult Redeploy Illinois program statistics; the Illinois State Police for DNA registration information; and the Chicago Police Department for Gang Intervention Forums.	R		

<p>9.3</p>	<p>System shall provide support for future external interfaces based on the department's requirements including but not limited to the following: the Circuit Court Clerk's Office for case initiation, court hearings, and arrest information; the State's Attorney's Office for arrest/violation information; the Sheriff's Office's inmate locator, inmate photos, warrant search, electronic monitoring and day reporting information; the GPS and EM vendors' software systems to import/export information and to generate alerts based on department-defined protocols; the County's electronic payment processing vendor to enable offenders to use credit/debit cards to pay probation fees and restitution; the Administrative Office of the Illinois Courts for monthly statistical reports; the Illinois State Police for arrest (LEADS) information; the Interstate Compact Offender Tracking System; the Chicago Police Department for arrest information (CLEAR) and offender photos; external treatment/service providers to obtain status reports on offenders; external financial institutions for the department's cashier functions; and mapping software to assist in routing fieldwork.</p>	<p>SP</p>		
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9.4	<p>System shall interface with the County's Interactive Voice Response (IVR) technology by populating specific case records based on information obtained through IVR events. Information would include IVR enrollments/ terminations and details of calls/missed calls (e.g., date, source, and content). Examples of offender information that may be obtained through IVR prompts include, but are not limited to, changes in address and employment, contact with law enforcement, and status of special conditions. The IVR system may also allow offenders to leave voice messages for their officers that ideally would be integrated into specific case records in the System. It is roughly estimated that there will be 10,000 IVR cases actively enrolled at any given time and that each case would average one to two calls per month.</p>	SP		
9.5	<p>System shall support current and future information sharing needs using Global Justice XML and National Information Exchange Model standards.</p>	R		
9.6	<p>System shall initiate a case upon acceptance of electronic transfer of information and provide for additional manual data entry.</p>	R		
9.7	<p>Vendor shall be able to migrate/convert data from existing department systems with option to archive closed files into the new system.</p>	R		
9.8	<p>System shall allow external agencies (e.g., the court, sheriff, treatment providers) to access the system for limited and secure data entry and viewing.</p>	P		
<b>10</b>	<b>SYSTEM REQUIREMENTS</b>			
<b>10.1</b>	<b>SYSTEM STRUCTURE</b>			
10.1.1	<p>System shall be a commercial-off-the-shelf (COTS) system that can be modified by the vendor to meet the department's requirements.</p>	R		
10.1.2	<p>System shall include application modules that are fully integrated with one another to avoid redundant data entry.</p>	R		

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10.1.3	System shall provide single point of entry for all data so that data does not need to be reentered in multiple locations.	R		
10.1.4	System shall support multiple office locations throughout the county.	R		
10.1.5	System shall allow the department to define system workflow based on department's business rules.	R		
10.1.6	System shall enable user to copy, paste, and insert data to/from other applications.	R		
10.1.7	System shall have a separate space/application for designated staff to post commonly used documents that can be separated by agency (i.e., system shall store and make accessible documents currently housed on the department's portion of the Cook County Employee Portal, e.g., policy and procedures, phone listing, and various training/human resource forms.)	SP		
<b>10.2</b>	<b>USER FRIENDLINESS</b>			
10.2.1	All system functions shall have a common look and format.	R		
10.2.2	System shall flow logically from screen to screen from function to function.	R		
10.2.3	System shall provide drill down/hyperlink functionality.	R		
10.2.4	System shall enable a user to move from screen to screen or function to function while working on a specific case without having to re-enter an identifier.	R		
10.2.5	System shall enable user to interrupt work in mid-transaction to perform an inquiry or another transaction and then resume the interrupted transaction.	R		
10.2.6	System shall enable user to have multiple cases open at the same time.	R		
10.2.7	System shall enable user to enter same information on multiple cases simultaneously.	R		
10.2.8	System shall be able to display on the same screen, all cases, current and past, linked to a person/identifier and allow the user to drill down to case details without having to re-enter an identifier.	R		

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10.2.9	System shall enable reports/documents to be formatted to accommodate different paper sizes and viewing layouts.	R		
<b>10.3 RECEPTION FUNCTION</b>				
10.3.1	System shall enable all clients/visitors to be logged in and shall keep a history of visits including dates, times, and visitors' identifiers.	R		
10.3.2	System shall log and store signatures of visitors via the use of electronic signature pads.	P		
10.3.3	System shall be able to notify officers of clients waiting in reception area.	P		
<b>10.4 SYSTEM ENVIRONMENTS</b>				
10.4.1	System shall be deployed with the following physical environments: development, quality assurance/testing, training and production.	R		
<b>11 CASHIER REQUIREMENTS</b>				
<b>11.1 ACCOUNTING RECORD</b>				
11.1.1	System shall have ability to establish and update a complete financial record for each case having a financial obligation. The record shall include but not be limited to original amount owed, amount type (e.g., restitution, probation fees, GPS fees, community service fees), payment history (e.g., dates, amounts, type of payment, money order/check/credit card number), current balance, ending balance at case closing, and victim information.	R		
11.1.2	System shall accommodate adjustable payment schedules.	R		
11.1.3	System shall enable authorized user to modify financial record after a case has been closed without having to reopen the case.	R		
11.1.4	System shall allow authorized user to modify records and shall track the user ID of the person making the change and the date and reason for all such modifications.	R		
11.1.5	System shall allow authorized user to add new victims for payment after case is created.	R		

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11.1.6	System shall be able to capture free-form comments related to financial obligations.	R		
11.1.7	System shall automatically assess fees on a monthly/daily basis based on the amount owed for that month/day and maintain a ledger that includes the total amount owed, paid, and the current balance.	R		
11.1.8	System shall automatically calculate payment schedules based on department's business rules.	R		
11.1.9	System shall automatically adjust probation fee balance when the probationer's termination date is changed.	R		
11.1.10	System shall be able to calculate probation fee payment schedules based on income and number of dependents.	SP		
11.1.11	System shall alert the department when payment is received on cases that should not be paying money to the department while under the supervision of another jurisdiction.	P		
<b>11.2</b>	<b>PAYMENT PROCESSING</b>			
11.2.1	System shall be able to establish payment priorities based on the type of financial obligation and department business rules.	R		
11.2.2	System shall have the ability to process and disburse refunds to offenders who have overpaid on financial obligations.	R		
11.2.3	System shall have the ability to generate payment receipts for offenders.	R		
11.2.4	System shall have the ability to create billing documents with case-embedded bar-coding.	P		
11.2.5	System shall allow payments by debit cards and credit cards through the County's contracted credit/debit payment processing vendor.	P		
<b>11.3</b>	<b>DISBURSEMENT PROCESSING</b>			
11.3.1	System shall sort and display a list of offenders with monies available for disbursement. System shall enable batch disbursements by type of payment.	R		
11.3.2	System shall be able to allocate payments to multiple victims based on defined percentages for each victim.	R		

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11.3.3	System shall allow user to flag specific victims or entire cases to allow re-allocation of payments for those cases.	R		
11.3.4	System shall have the ability to void disbursement checks, document date and reason for voiding checks, issue replacement checks, and make money available for disbursement or re-allocation.	R		
11.3.5	System shall have the ability to delay disbursement (for a department-defined period) on checks received to ensure funds are available before disbursement.	R		
11.3.6	System shall have the ability to suspend disbursements to any specified victim while allowing continued collection of payments.	R		
<b>11.4</b>	<b>CHECK PRINTING</b>			
11.4.1	System shall be able to print checks on one or multiple printers.	R		
11.4.2	System shall maintain a check disbursement register that automatically updates as monthly banks statements are received.	R		
11.4.3	System shall have the ability to print a five-line address on checks and allow for out-of-country addresses.	R		
11.4.4	System shall print electronically stored signatures with appropriate security measures.	R		
11.4.5	System shall enable system administrator to modify bank name, account number, routing number, department name, phone numbers, addresses, and electronically stored signatures.	R		
<b>12</b>	<b>TRAINING</b>			
12.1	The vendor shall provide, prior to going live, comprehensive on-site training covering all topics and software operations necessary for the department to successfully use the system. Training shall include step-by-step instruction to teach non-technical operations and administrative personnel how to operate the system. Training shall include screenshots with instructions as well as sample reports.	R		

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12.2	The vendor shall provide advanced training and train-the-trainer modules for designated staff who will be responsible for system administration and for ongoing training.	R		
12.3	The vendor shall provide ongoing training and support for any enhancements or releases.	R		
12.4	The vendor shall provide comprehensive, up-to-date user training manuals, administration user manuals, and technical user manuals.	R		

**Attachment B**  
**Contract 1318-13264 Adult Probation Case Management System Solution**  
**Additional Customization Costs**

#	Specification	Dept. value	Department Comments	Cost	Annual Maintenance	Capita Details
<b>1 CASE INITIATION REQUIREMENTS</b>						
<b>1.5.2 Addresses</b>						
1.5.2.9	System shall be able to print Intelligent Mail barcode on checks and letters.	P	Capita's proposal states, "Capita CASE's forms generation engine supports the printing of intelligent barcoding on checks and letters. There may be additional cost with regards to configuration of the bar codes..." What, if any, are these additional costs?	\$3,100.00	\$0.00	Create and Store the barcode image to db, map the field to the form templates
1.5.13.1	System shall indicate when DNA testing is required based on offense or court order.	P		\$4,650.00	\$0.00	DNA required flag will be added to the charge codes table, and we will add a task and alert so that the required test will notify the primary officer
<b>1.7 CHARGE DEFINITION</b>						
1.7.6	System shall allow for the ranking of charges or indication of most serious charge.	SP		\$3,100.00	\$0.00	Charge codes will have the ranking and be controlled from the statute table. The severity of charge will be displayed on the UI as needed and will be used in reports for showing the most serious crime.
<b>2 CASE PLANNING REQUIREMENTS</b>						
<b>2.1 CHRONOLOGICAL CASE EVENTS/NOTES</b>						
2.1.6	System shall enable documents/correspondence to be uploaded and posted as an event to the chronological case record with a hyperlink to the document.	SP				Create an auto generated case note when a document/image is added to documents/images. The case notes screen will be updated to allow for uploading a document and tie it to the case note. The Case Notes summary screen will be modified to show a document hyperlink which when clicked will take the user to the specific document that was uploaded.
<b>2.4 INTERSTATE AND INTRASTATE COMPACT SUPERVISION</b>						
				\$4,650.00	\$0.00	

2.4.2	System shall interface with the Interstate Compact Offender Tracking System (ICOTS) and push/pull information to reduce data entry where possible. Data includes but is not limited to information related to requests for supervision, offender and case information, progress reports, violation reports, closing interest reports, compact action requests, and other case notes.	SP			\$25,000.00	\$5,500.00	Create a bi directional web services interface. The interface will send and receive 15 Client info attributes like names, IDs, Physical char, gang, DOB. Additional enhancements will be made as part of the annual maintenance fee as they become available through ICOTS.
<b>3.1 SCHEDULE /CALENDAR</b>							
<b>3.2 TICKLERS/ALERTS</b>							
3.2.2	System shall interface with outside systems (e.g., Clerks' Office, Sheriff's Office, State Police Department, contracted vendors) to alert officers of certain department-defined case events (e.g., new arrest, release from custody, GPS violation, curfew violation, court hearing, DNA registration, drug test results).	SP		See also Specification 9.3 and RFP Section 1.2 , Section 2.7.8, and Section 3.2.7.			See 9.3
<b>4 SPECIAL CONDITIONS AND REFERRAL REQUIREMENTS</b>							
<b>4.4 DRUG TESTS</b>							
4.4.5	System shall provide a means for scheduling random drug tests based on parameters that can be defined by the department and customized for each case.	P			\$15,500.00	\$0.00	The ability to schedule a client for a drug test that will be tied to a contact and have the system randomly choose what contact they should test during , time period (Monthly, Bi-Weekly, Quarterly, and Yearly and number of tests for that period) and randomly set a testing Date based on a contact date. The system would then generate a task for the primary officer of the clients that will be tested and send an email alert to the officer the day before the test date. Manually entered tests on different contact dates will not affect the random testing



4.4.5	System shall provide a means for scheduling random drug tests based on parameters that can be defined by the department and customized for each case.	P	The Department envisions officers being able to select a frequency (e.g., # of tests per month or year) and having the system generate random days, weeks or months during which the tests are scheduled to be performed.	\$7,750.00	The creation of a drug test compliance report by officer showing by client the compliance of test to required tests
<b>9 DATA EXCHANGES, INTEGRATION AND COLLABORATION</b>					
9.3	System shall provide support for future external interfaces based on the department's requirements including but not limited to the following: the Circuit Court Clerk's Office for case initiation, court hearings, and arrest information; the State's Attorney's Office for arrest/violation information; the Sheriff's Office's inmate locator, inmate photos, warrant search, electronic monitoring and day reporting information; the GPS and EM vendors' software systems to import/export information and to generate alerts based on department-defined protocols; the County's electronic payment processing vendor to enable offenders to use	SP	While all of these interfaces are important, the Department would like to prioritize the following: the Clerk's Office for case initiation (see 9.6 below), court hearings, and arrest information; the Chicago Police Department (via CLEAR) for notification of arrests; and the Sheriff's Office primarily for custody and release dates.	\$53,125.00	Create 3 interfaces 1. (160 Hours) Create incoming interface with Clerks office to initiate a case, receive court hearings, and arrest information and Create and outgoing interface to the court for When the department is scheduling a case for court (i.e., for violation requests, motions, status reports, and termination hearings) the officer would complete appropriate forms in Capita Case and the following data elements will be sent to the court ( Case number, client name, date of hearing, reason for motion, and sentencing judge's name. 2. (90 Hours) Create an incoming interface with Chicago police to receive arrest information. 3. (90 Hours) Create an incoming interface with Sherriff to receive Custody and Release information. For each of these interfaces alerts will need to be created to notify primary officer.
				\$11,600.00	

<p>93. credit/debit cards to pay probation fees and restitution; the Administrative Office of the Illinois Courts for monthly statistical reports; the Illinois State Police for arrest (LEADS) information; the Interstate Compact Offender Tracking System; the Chicago Police Department for arrest information (CLEAR) and offender photos; external treatment/service providers to obtain status reports on offenders; external financial institutions for the department's cashier functions; and mapping software to assist in routing fieldwork.</p>			
<p>94</p>	<p>System shall interface with the County's Interactive Voice Response (IVR) technology by populating specific case records based on information obtained through IVR events. Information would include IVR enrollments/terminations and details of calls/misssed calls (e.g., date, source, and content). Examples of offender information that may be obtained through IVR prompts include, but are not limited to, changes in address and employment, contact with law enforcement, and status of special conditions. The IVR system may also allow offenders to leave voice messages for their officers that ideally would be integrated into specific case records in the System. It is roughly estimated that there will be 10,000 IVR cases actively enrolled at any given time and that each case would average one to two calls per month.</p>	<p>SP</p>	<p>\$25,000.00</p>
			<p>\$5,500.00</p>

Create a bi-directional interface with the current IVR System. We would send minimal demographic information and receive address, employment, contact with law enforcement and update on conditions. We will create a contact record for each IVR transactional and we will receive a wave file that we will need to store and associate to a contact record. Additionally we will need to create an alert if the offender has responded that they had contact with law enforcement.

9.6	System shall initiate a case upon acceptance of electronic transfer of information and provide for additional manual data entry.	R			\$0.00	\$0.00	See 9.3 for interface. Manual entry is available in Capita Case.
<b>11 CASHIER REQUIREMENTS</b>							
<b>11.1 ACCOUNTING RECORD</b>							
11.1.10	System shall be able to calculate probation fee payment schedules based on income and number of dependents.	SP			\$7,750.00	\$0.00	We need to create a payment calculation screen as part of the financial obligation that will do a calculation of the amount the client can pay for any type of fine, fee and restitution payments. We have this for DuPage. It is a simple matrix including the number of dependents, annual income and the percentage of Probation pay. It is already embedded in the Services screen and we will need to extend this feature to the Financial screen as well. We also need to set up alerts that can alert the officer on a monthly basis that they need to update the information if they are paying less than 100%
<b>11.2 PAYMENT PROCESSING</b>							
11.2.5	System shall allow payments by debit cards and credit cards through the County's contracted credit/debit payment processing vendor.	P			\$18,750.00	\$4,125.00	Create a bi-directional interface with payment card system - We will send basic name, ID info and we will receive back payment info and create a payment record.
<b>11.4 CHECK PRINTING</b>							
11.4.2	System shall maintain a check disbursement register that automatically updates as monthly banks statements are received.	R		The Department is seeking a means to automatically update the department's check disbursement records using electronic files received from the department's financial institutions -- the aim is to eliminate the need to manually enter checks, which have been cashed, into the register. See also RFP Section 2.5.	\$18,750.00	\$4,125.00	Create an incoming interface with Bank. We will receive check info and will need to mark the check as cleared in our system. In addition to the interface effort, we need to modify the current payment info screen to accommodate the interface with the bank and acknowledge the cleared checks.

**Contract 1318-13264 Adult Probation Case Management System Solution  
Data Elements and Overview of Business Rules for Additional Customization Costs**

Agency	Data elements	Direction	Overview of Business Rules
Clerk	Client information (e.g., name, fingerprint identification numbers, date of birth, race, gender, height, and weight) and case information (e.g., court case number, law enforcement case number, judge, court location, sentence/order type, charge description, charge code, charge class, date of arrest, date of sentence/order, length of sentence, bond amount, bond type, and conditions of sentence/order).	Incoming	<p>When a case is sentenced to probation, supervision, or conditional discharge or when a case is ordered to pretrial supervision, the person and case is automatically initiated in Capita Case using information from the Clerk's system. The appropriate department, (i.e., either Adult Probation or Social Service) receives notice of the new case and has the choice to accept the case and to modify and/or add information. Ideally, the notice of the new case would be sent to the assigned officer and managers based on logic in Capita Case for assigning new cases.</p> <p>When someone under active supervision in the department has a court hearing, outcomes from the hearings that are entered in the Clerk's system are used to populate case records in Capita Case. Also, if the court hearing was not initiated by the department, the assigned officer receives an alert of the hearing.</p>
Clerk	Case number, client name, date of hearing, reason for motion, and sentencing judge's name.	Outgoing	<p>When the department is scheduling a case for court (i.e., for violation requests, motions, status reports, and termination hearings) the officer would complete appropriate forms in Capita Case and certain fields (shown to the left under data elements) would be electronically forwarded to the Clerk's system.</p>
CLEAR (Chicago Police Dept.)	Client information (e.g., name, fingerprint identification numbers, date of birth, race, gender, and photo) and arrest information (e.g., arresting agency, date of arrest, law enforcement case number, Central Booking Number, charge code, charge description,	Incoming	<p>When someone under active supervision in the department is arrested, the assigned officer and managers receive an alert along with relevant arrest information. Cases would be matched based on client identifiers (name, fingerprint identification numbers, and date of birth).</p>

	charge class, court date, court location, and arrest report)			
CLEAR (Chicago Police Dept.)	Client information (name, charge, charge class, law enforcement case number, date of birth, fingerprint numbers, and photo)	Incoming	Capita Case creates daily log sheets of cases scheduled to appear in bond court and initiates a pretrial person/case record based on CLEAR records of arrests in Cook County.	
Cook County Sheriff's Office	Client information (e.g., name, fingerprint identification numbers, date of birth, race, gender, and photo), custody information (i.e., date taken into custody and date released from custody), and information on the charge related to the change in custody status (i.e., case number, charge description, and charge code).	Incoming	When someone under active supervision in the department is taken into custody or released from custody in the Cook County Department of Corrections, the assigned officer and managers receive an alert along with relevant custody/release information and the custody status of the case is changed accordingly in Capita Case.	
County IVR	See System Requirements Matrix Section 9.4		See RFP Section 1.2 Business Goals and Objectives (f) and System Requirements Matrix Section 9.4	

**Appendix I: Project Plan**

**Capita CASE Project Plan**

ID	Task Name	Duration	Start	Finish	Proj/Resource Names	2010	Nov	Dec	Jan	Feb	Mar
1	<b>Cook County - Adult Probation Case Management System Configuration</b>	436 days	Mon 8/4/14	Mon 4/4/16							
2	Review and Recommend Hardware Configuration	50 days	Mon 8/4/14	Fri 10/10/14							
3	Order Hardware/Third Party Software	5 days	Mon 8/4/14	Fri 8/8/14	Capita						
4	Software Installation on county servers as-is (temporary environment)	30 days	Mon 8/11/14	Fri 9/19/14	Cook						
5	Basic installation of OS and SQL Server on county servers	10 days	Mon 8/25/14	Fri 9/5/14	3FS Capita						
6	Installation of Capita CASE on county servers as-is (Phase I)	10 days	Mon 9/22/14	Fri 10/3/14	Cook						
7	<b>Table definitions and set up of reference data</b>	10 days	Mon 9/29/14	Fri 10/10/14	6SS Capita						
8	Reference codes from Cook County	45 days	Mon 8/25/14	Fri 10/24/14							
9	Refresh the county servers with Cook County specific reference data	30 days	Mon 8/25/14	Fri 10/3/14	3FS Cook						
10	Initial Capita CASE overview and Administrative Configuration Training	10 days	Mon 10/13/14	Fri 10/24/14	Capita						
11	<b>Custom Development</b>	3 days	Mon 10/27/14	Wed 10/29/14	10 Capita						
12	Development of custom features (as indicated by Capita Responses to the requirements matrix)	285 days	Thu 10/30/14	Wed 12/2/15							
13	QA of custom features	120 days	Thu 10/30/14	Wed 4/15/15	Capita/Cook						
14	Migrations (PROMIS, Intake System, Substance Abuse System, Sex Offender System, Re-Deploy System, Domestic Violence System, Adult GPS System	180 days	Thu 1/1/15	Wed 9/9/15	13S: Capita						
15	Migration requirements (from existing systems)	60 days	Thu 9/10/15	Wed 12/2/15	14 Capita/Cook						
16	Loading of source data from staging to transaction database	135 days	Thu 7/30/15	Wed 2/3/16							
17	QA of migrated data	30 days	Thu 7/30/15	Wed 9/9/15	14F: Cook/Capita						
18	Migration requirements (from existing systems)	45 days	Thu 9/10/15	Wed 11/11/15	17 Cook						
19	Migration of source data from staging to transaction database	30 days	Thu 11/12/15	Wed 12/23/15	18 Capita						
20	QA of migrated data	30 days	Thu 12/24/15	Wed 2/3/16	19 Cook/Capita						
21	<b>Interfaces (includes the systems as indicated by Capita Responses to the requirements matrix)</b>	71 days	Thu 7/30/15	Thu 11/5/15							

Project: Cook County Adult Probation  
Date: Mon 6/9/14

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Task Split Milestone Summary Project Summary

External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only

Finish-only Progress Deadline

### Capita CASE Project Plan

ID	Task Name	Duration	Start	Finish	PrctkResource Names	2010	Nov	Dec	Jan	Feb	Mar
22	Requirements for Interfaces	40 days	Thu 7/30/15	Wed 9/23/15	14F: Cook/Capita						
23	Development of Interfaces	45 days	Thu 9/3/15	Wed 11/4/15	22F: Capita						
24	QA for Interfaces	1 day	Thu 11/5/15	Thu 11/5/15	23 Cook/Capita						
25	Documentation	30 days	Thu 12/3/15	Wed 1/13/16	14 Capita						
26	System and Integration Testing, UAT and fixing (application, migrations, interfaces) - ongoing	30 days -	Thu 12/3/15	Wed 1/13/16	15 Cook/Capita						
27	Training	36 days	Thu 12/17/15	Thu 2/4/16							
28	Train the Trainer Training (4 - four day sessions)	16 days	Thu 12/17/15	Thu 1/7/16	26F: Capita						
29	Administrator and Technical Training (1 - three day session)	3 days	Fri 1/8/16	Tue 1/12/16	28 Capita						
30	End User Training	20 days	Fri 1/8/16	Thu 2/4/16	28 Cook						
31	Cutover preparation	10 days	Fri 2/5/16	Thu 2/18/16	30 Cook/Capita						
32	Go-Live	2 days	Fri 2/19/16	Mon 2/22/16	31 Cook/Capita						
33	Warranty Begins	30 days	Tue 2/23/16	Mon 4/4/16	32 Cook/Capita						

Project: Cook County Adult Probation  
 Date: Mon 6/9/14

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Task Split Milestone Summary Project Summary

External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only

Finish-only Progress Deadline

### Capita CASE Project Plan

Task Name		Qtr 1, 2011	Qtr 2, 2011	Qtr 3, 2011	Qtr 4, 2011	Qtr 1, 2012	Qtr 2, 2012	Qtr 3, 2012	Qtr 4, 2012	Qtr 1, 2013														
ID		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1	<b>Cook County - Adult Probation Case Management System Configuration</b>																							
2	Review and Recommend Hardware Configuration																							
3	Order Hardware/Third Party Software																							
4	Software Installation on county servers as-is (temporary environment)																							
5	Basic installation of OS and SQL Server on county servers																							
6	Installation of Capita CASE on county servers as-is (Phase I)																							
7	<b>Table definitions and set up of reference data</b>																							
8	Reference codes from Cook County																							
9	Refresh the county servers with Cook County specific reference data																							
10	Initial Capita CASE overview and Administrative Configuration Training																							
11	<b>Custom Development</b>																							
12	Gap Analysis for Customizations																							
13	Development of custom features (as indicated by Capita Responses to the requirements matrix)																							
14	QA of custom features																							
15	<b>Migrations (PROMIS, Intake System, Substance Abuse System, Sex Offender System, Re-Deploy System, Domestic Violence System, Adult GPS System</b>																							
16	Migration requirements (from existing systems)																							
17	Loading of source data from existing systems to Capita CASE staging tables																							
18	Migration of source data from staging to transaction database																							
19	QA of migrated data																							
20	<b>Interfaces (includes the systems as indicated by Capita Responses to the requirements matrix)</b>																							
21																								

Manual Task  
 Duration-only  
 Manual Summary Rollup  
 Manual Summary  
 Start-only  
 External Tasks  
 External Milestone  
 Inactive Task  
 Inactive Milestone  
 Inactive Summary  
 Task  
 Split  
 Milestone  
 Summary  
 Project Summary  
 Finish-only  
 Progress  
 Deadline  
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### Capita CASE Project Plan

ID	Task Name	Apr 2011	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
22	Requirements for Interfaces																								
23	Development of Interfaces																								
24	QA for Interfaces																								
25	Documentation																								
26	System and Integration Testing, UAT and fixing (application, migrations, interfaces) - ongoing																								
27	<b>Training</b>																								
28	Train the Trainer Training (4 - four day sessions)																								
29	Administrator and Technical Training (1 - three day session)																								
30	End User Training																								
31	Cutover preparation																								
32	Go-Live																								
33	Warranty Begins																								

Project: Cook County Adult Probation Date: Mon 6/9/14	Task	External Tasks	Manual Task	Finish-only
	Split	External Milestone	Duration-only	Progress
	Milestone	Inactive Task	Manual Summary Rollup	Deadline
	Summary	Inactive Milestone	Manual Summary	
	Project Summary	Inactive Summary	Start-only	

### Capita CASE Project Plan

ID	Task Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	<b>Cook County - Adult Probation Case Management System Configuration</b>																								
2	Review and Recommend Hardware Configuration																								
3	Order Hardware/Third Party Software																								
4	Software Installation on county servers as-is (temporary environment)																								
5	Basic installation of OS and SQL Server on county servers																								
6	Installation of Capita CASE on county servers as-is (Phase I)																								
7	Table definitions and set up of reference data																								
8	Reference codes from Cook County																								
9	Refresh the county servers with Cook County specific reference data																								
10	Initial Capita CASE overview and Administrative Configuration Training																								
11	<b>Custom Development</b>																								
12	Gap Analysis for Customizations																								
13	Development of custom features (as indicated by Capita Responses to the requirements matrix)																								
14	QA of custom features																								
15	<b>Migrations (PROMIS, Intake System, Substance Abuse System, Sex Offender System, Re-Deploy System, Domestic Violence System, Adult GPS System)</b>																								
16	Migration requirements (from existing systems)																								
17	Loading of source data from existing systems to Capita CASE staging tables																								
18	Migration of source data from staging to transaction database																								
19	QA of migrated data																								
20	<b>Interfaces (includes the systems as indicated by Capita Responses to the requirements matrix)</b>																								
21																									

### Capita CASE Project Plan

ID	Task Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
22	Requirements for Interfaces																										
23	Development of Interfaces																										
24	QA for Interfaces																										
25	Documentation																										
26	System and Integration Testing, UAT and fixing (application, migrations, interfaces) - ongoing																										
27	Training																										
28	Train the Trainer Training (4 - four day sessions)																										
29	Administrator and Technical Training (1 - three day session)																										
30	End User Training																										
31	Outover preparation																										
32	Go-Live																										
33	Warranty Begins																										

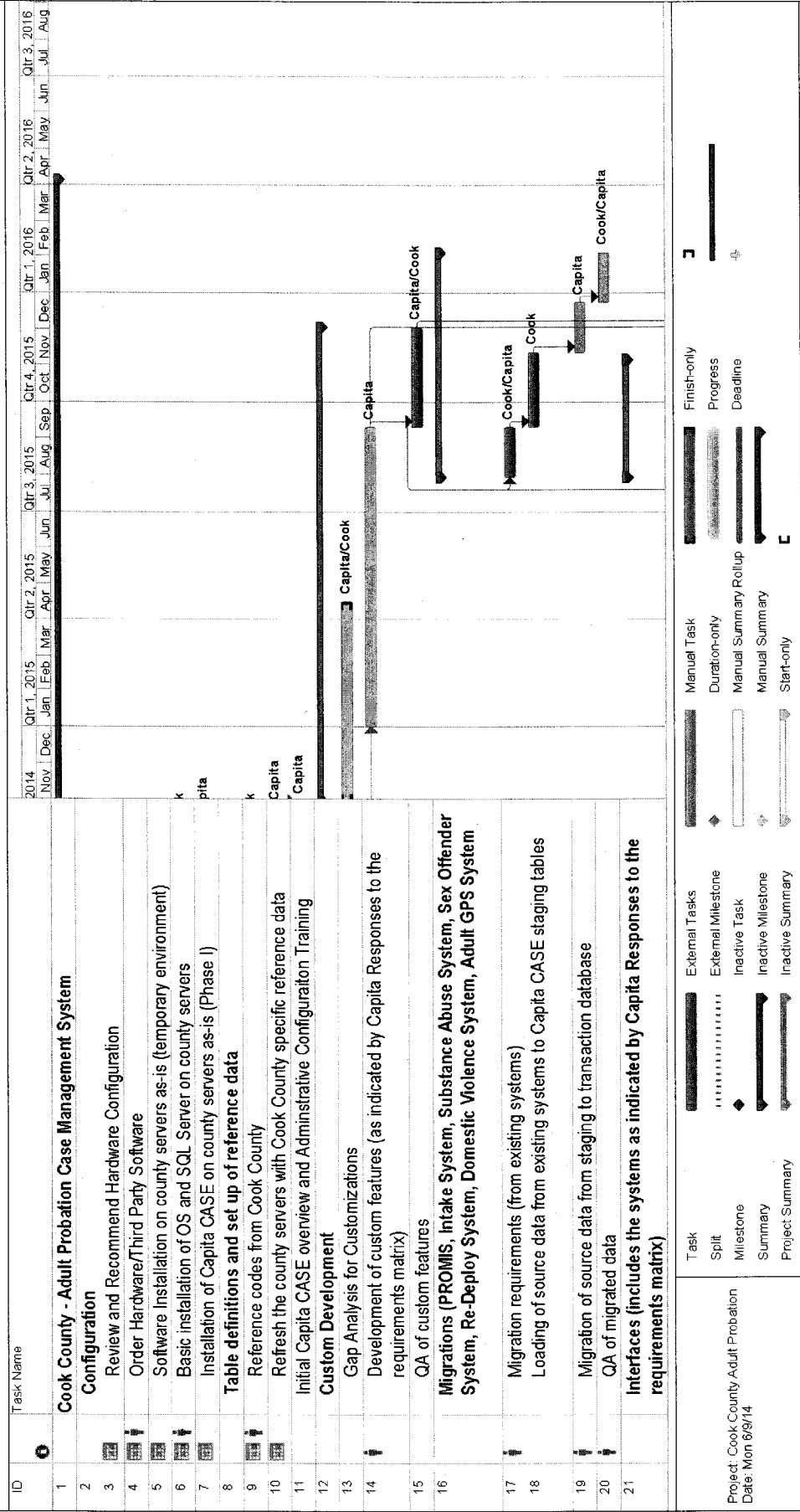
Project: Cook County Adult Probation  
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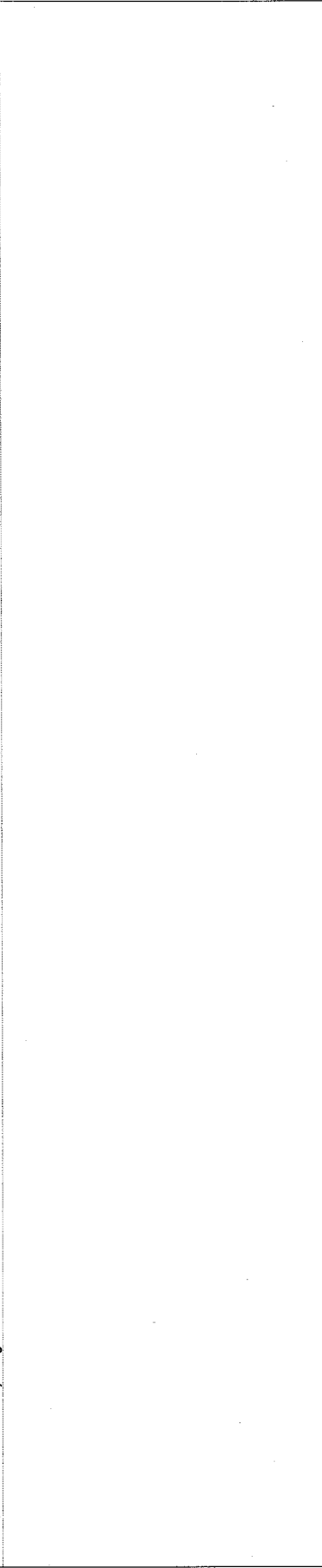
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### Capita CASE Project Plan



### Capita CASE Project Plan

ID	Task Name	2014	Qtr. 1, 2015	Qtr. 2, 2015	Qtr. 3, 2015	Qtr. 4, 2015	Qtr. 1, 2016	Qtr. 2, 2016	Qtr. 3, 2016
		Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec	Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec
22	Requirements for Interfaces								
23	Development of Interfaces								
24	QA for Interfaces								
25	Documentation								
26	System and Integration Testing, UAT and fixing (application, migrations, interfaces) - ongoing								
27	Training								
28	Train the Trainer Training (4 - four day sessions)								
29	Administrator and Technical Training (1 - three day session)								
30	End User Training								
31	Cutover preparation								
32	Go-Live								
33	Warranty Begins								



Project: Cook County Adult Probation  
 Date: Mon 6/9/14

Capita Confidential

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02/07/2012

EXHIBIT 2

Capita Standard Agreement & Service Level Agreement

# CAPITA TECHNOLOGIES STANDARD AGREEMENTS

## Capita Technologies Capita case

### SOFTWARE LICENSE AND CONSULTING SERVICES AGREEMENT

This Capita CASE SOFTWARE LICENSE AND CONSULTING SERVICES AGREEMENT (this "Agreement") is between Capita Technologies, Inc. ("Capita"), a California Corporation, having its principal offices at 4000 Westerly Place Suite 110 Newport Beach, CA 92660 and **Cook County, Illinois**, with principal offices at 69 W. Washington, Suite 1940, Chicago, IL 60602 "**you/your**").

THE "CAPITA CASE" SOFTWARE (the "Software") IS COPYRIGHTED AND LICENSED (NOT SOLD). CAPITA DOES NOT SELL OR TRANSFER TITLE TO THE SOFTWARE TO YOU. YOUR LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF CAPITA HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU, AND SCHEDULED PAYMENTS HAVE BEEN RECEIVED.

#### 1. Definitions. As used in this Agreement:

1.1. "Contributor" means an individual who is your employee or contractor and who has access to the Software, authority to submit and edit managed content, and authority to perform standard end-user functions, including, but not limited to, searching, viewing and printing managed content.

1.2 "User" means any individual who has authority to perform standard end-user functions, including, but not limited to, searching, viewing and printing managed content, but is not authorized to submit or edit managed content. Users include the Adult Probation Department, the Social Service Department, and other personnel who require access to the aforementioned departments' content.

1.3 "Software" means the object code version of the Software along with the specific modules and functionality listed in Exhibit 1 ("Scope of Services"), together with any fixes, updates, modifications, enhancements, and new versions (if any) as may, from time to time, be provided to you as part of the CAPITA SERVICE LEVEL AGREEMENT (SLA) support service(s). The term "Software" also includes the documentation and other written materials packaged with this Agreement, together with such additional documentation and materials as may, from time to time, be provided by Capita to you for use in connection with the Software (collectively, the "Documentation"). You may modify the Documentation for your use.

1.4 "**Source Code**" means computer software in the form of source statements for the Software (excluding all Third Party Software) including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables, system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

1.5 Product Description—see Exhibit 1 ("Scope of Services") for Capita CASE product description.

2. **Grant of License.** In consideration of your payment of the applicable fee, Capita grants you a perpetual, nonexclusive, nontransferable site license to use the Software (plus backup) on the terms

and conditions set forth in this Agreement. You may use the Software only for the internal benefit of your business as it relates to the specific project. You may also make one (1) copy of the Software for archival purposes. You may transfer any copy of the Software to another server as dictated by your legitimate business needs, so long as the number of copies concurrently in use does not exceed the number of copies licensed to you.

- 3. Software Ownership.** You will retain ownership to all Data provided by you to Capita for conversion or otherwise. This Agreement does not grant you any right to use the Software except as expressly set forth herein, nor does it grant you any ownership right, title or interest in or to the Software, nor in or to customizations to the Software made on your behalf by Capita. Customizations made for you are merged into our base code for general user distribution and ownership is retained by Capita. All right, title and interest in and to the copyrights, trademarks, patents, trade secrets and other intellectual property rights in the Software are and shall remain with Capita and/or Capita's suppliers. You agree to reproduce the copyright and other notices relating to the rights of Capita and its suppliers on every copy or partial copy of the Software you make. You may not remove, obscure, or modify any such notices without Capita's prior written consent.

**4. Source Code Escrow.**

**4.1 CAPITA REPRESENTS AND WARRANTS THAT:**

- (i) Capita has entered into the Source Code escrow agreement ("Escrow Agreement") with Escrow Tech ("Escrow Agent"); and
- (ii) All Source Code and related Documentation for the Licensed Software is under escrow deposit pursuant to said Escrow Agreement; and
- (iii) Capita shall maintain the Escrow Agreement until either (1) you no longer use the Licensed Software or (2) Capita provides the Source Code to you.

4.2 Capita shall provide you with all information necessary for you to comply with registration requirements, if any, of the Escrow Agent. Capita will be responsible for maintaining your ongoing status as a beneficiary, including payment to the Escrow Agent of the then-current annual beneficiary fees, and you will be responsible for payment to Capita of the same beneficiary fees as provided in Exhibit 1, ("Scope of Services"). Capita shall provide sixty (60) days prior written notice of a change of Capita's Escrow Agent.

4.3 Capita shall ensure that:

- (i) Source Code must be held by the Escrow Agent in trust for you, and/or you named as a beneficiary;
- (ii) All updates to the Licensed Software must be escrowed within thirty (30) days of the date of issue;
- (iii) The Escrow Agent must verify deposit of the Licensed Software and all updates thereof and so notify you;



- (iv) You are permitted, at your sole cost and expense, to require periodic testing (but in any event not more than once per year) of all Source Code held in escrow; and
- 4.4 If Capita, its assignee or successor (1) becomes insolvent or ceases to exist as a business entity, or (2) fails to perform its maintenance and support obligations under the Agreement and fails to cure said failure within thirty (30) days following receipt of written notification of said failure, you shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide you with a copy of the Source Code and commentary for the installed release level of the Licensed Software used by you. For the avoidance of doubt, you can only exercise your rights under item 6.4 (2) above, if the license fees for the Licensed Software have been paid in full to Capita.
- 4.5 Capita shall certify in writing that it has deposited, and thereafter will maintain, a current copy of all Source Code related to the Licensed Software, including current commentary and documentation, with the Escrow Agent and agrees to comply with the obligations set forth in the Escrow Agreement as required hereby.
- 4.6 Source Code related to the Licensed Software, as well as any corrections or enhancements to such Source Code, must be updated for each new release, patch, service pack or upgrade of the Licensed Software and placed in escrow as required by this section.
- 4.7 Capita shall certify in writing annually that the Source Code escrow remains in effect with the Escrow Agent in compliance with the terms of this section, and that the Source Code is up to date.
- 4.8 You are granted no rights to resell or otherwise distribute the Software. Capita CASE source code is escrowed with Escrow Tech, at your option and cost. These costs include an initial setup fee plus annual beneficiary fees.
- 4.9 If Capita is providing Third Party Software to you and the applicable third party license does not provide you with rights to the Source Code, Capita shall obtain an appropriate software escrow agreement from the third party licensor for Customer's benefit, or if unable to do so, shall obtain your prior written consent that the Third Party Software may be provided without such an agreement.
- 5. Protection of Intellectual Property.** You acknowledge that the Software contains confidential and proprietary information and substantial and valuable trade secrets of Capita and its third party suppliers. You agree to use the same care to protect the Software against any use, copying, disclosure or dissemination not expressly authorized by this Agreement that you use to protect your own most valuable proprietary information and materials, but in no event less than the care a reasonable business person would use under similar circumstances. Without limiting the foregoing, you may not give any third party access to the Software (other than as Users), except third-party contractors who need access to the Software to perform services for you and who have signed a non-disclosure agreement agreeing to protect the confidentiality of the Software and the County's confidential information.
- 6. Restrictions.** You may not authorize or permit third parties to (a) use, copy, modify, or prepare derivative works of the Software or any part thereof, except as expressly authorized in this

Agreement or the relevant Documentation; (b) distribute, lease, sublicense, lend, give, transfer, assign or otherwise make all or any portion of the Software available to any third party; (c) reverse engineer, decompile or disassemble the Software or cause or allow discovery of the source code of the Software or attempt to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law; (d) use the Software to manage or process documents or data on behalf of any third party without Capita's prior written consent; (e) use the Software for any multiple-user or time-sharing arrangement, or for any dial-up, remote access, interactive or other on-line service (for example, an ASP service), or for any other type of commercial venture that generates revenue as a direct result of the Software (for example, a service bureau or a subscription service) without Capita's prior written consent.

**7. Price and Payment.** In consideration for the license granted in this Agreement, you agree to pay the license fees as stated in Capita's invoice and Exhibit 1 ("Scope of Services"). Any fees paid by you to Capita for software licenses are non-refundable. You agree to make payments for license fees and professional services provided by Capita in accordance with the terms stated in the mutually agreed upon Compensation Plan between you and Capita. All amounts due hereunder shall be paid within forty-five (45) days of receipt of invoice, unless other terms have been agreed upon and made in writing and signed by a duly authorized representative of Capita.

**7.1 Pool Dollars.** If unforeseen requirements arise, Capita will evaluate your requirements and provide fixed bid proposals for your approval.

**8. Term and Termination.** Your rights under this Agreement will commence upon Agreement execution. Your rights under this Agreement will terminate upon your willful material breach of this Agreement, and with a 30 day period after Capita's legal notice to fix such breach. Upon the termination of this Agreement, you must (a) cease all use of the Software, (b) destroy or return to Capita all copies of the Software in your possession or under your control, and (c) upon request, deliver to Capita a certificate signed by an officer of your company verifying compliance with subsection (b) of this Paragraph 8.

8.1 Following Termination of this Agreement, Capita shall immediately invoice You for all undisputed accrued fees and charges and all reimbursable expenses, and You shall pay the invoiced amount immediately upon receipt of such invoice.

8.2 In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, You shall, within sixty (60) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Capita with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Capita under this Agreement, if any. No penalty shall accrue to You in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section, You agree to grant Capita a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section. After two (2) years of said date, You shall be free to contract with Capita or any other available source when they do become available.

**9. Warranties.** Capita warrants, for your benefit alone (a) that it has the right to grant the license granted in this Agreement; and (b) that for a period of sixty (960) days after you go live with the Software, the Software, when operated with the equipment configuration and in the operating environment specified in the Documentation, will perform substantially in accordance with the technical specifications included or referred to in the Documentation. For any Third Party Software provided by

Licensor to Customer, Licensor hereby assigns to Customer all end user warranties and indemnities relating to such Third Party Software. To the extent that Licensor is not permitted to assign any of such end user warranties and indemnities through to Customer, Licensor shall enforce such warranties and indemnities on behalf of Customer to the extent Licensor is permitted to do so under the terms of the applicable Third Party agreements.

- 10. Remedies.** As your sole and exclusive remedy for any defect or error covered by the warranty set forth in Paragraph 9 above, and as Capita's entire liability in contract, tort, or otherwise, Capita shall use commercially reasonable efforts to correct or cure such defect or error by issuing corrected instructions, a fix or a bypass. If Capita has not corrected such defect or error after it has had a reasonable opportunity to do so, you shall have the right to terminate this license. These remedies are provided on the condition that (a) you report the defect or error within the warranty period and provide Capita with information sufficient to allow Capita to reproduce the defect or error; and (b) you have not modified, misused or damaged the Software. Ongoing Software support and maintenance is available from Capita at additional cost.
- 11. DISCLAIMER OF WARRANTIES.** THE WARRANTIES SET FORTH IN PARAGRAPH 9 ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES ON THE PART OF CAPITA AND ITS SUPPLIERS WITH RESPECT TO THE SOFTWARE. EXCEPT AS EXPRESSLY STATED IN PARAGRAPH 9, CAPITA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, CAPITA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
- 12. Limitation of Liability.** Subject to the exclusions listed in this Section, the cumulative liability of Capita to you for all claims relating to the Software or arising under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of all monies paid by you to Capita through the Go Live date. In no event shall Capita or its suppliers be liable for any indirect, special, incidental, consequential, or exemplary damages, including without limitation, damages for lost profits or revenues, loss of use of any software or hardware, or interruption of business, whether claimed in contract, tort, or otherwise, even if Capita is informed of the possibility of such loss or damage. The limitations of liability set forth in this Paragraph 12 are intended to apply without regard to whether other provisions of this Agreement have been breached or proved ineffective and without regard to the success or effectiveness of other remedies. Notwithstanding the foregoing, there shall be no limit on liability for (i) either party's breach of the confidentiality provisions of this Contract, (ii) Capita's breach of its obligation to protect the loss or breach of confidential data, (iii) bodily injury or death caused by Capita's negligence or intentional misconduct or (iv) claims arising from Capita's fraud or violation of law.
- 13. Project Milestone Acceptance Process.** See Exhibit 1 ("Scope of Services") for Acceptance Process.
- 14. Go Live and Final Acceptance.** Once you decide to go into live production use, Capita warrants the software for 60 days; during this time, all issues recorded and duplicable will be logged. Capita will work to resolve these issues both during the warranty period and once maintenance begins. Maintenance begins on the 61st day. Any outstanding level 1, 2 or 3 issues will be resolved as part of Capita's maintenance contract. At your request, this warranty period can be expanded with corresponding additional costs.
- 15. Order of Precedence.** See Professional Services Agreement, Article 2(c).

- 16. Indemnification for Infringement.** If a third party claims that the Software infringes any United States patent, copyright, trade secret or similar intellectual property right, and provided that you are not in default under this Agreement, Capita shall defend you against such claim at Capita's expense and pay all damages that a court finally awards against you; provided, however, that you promptly notify Capita in writing of the claim, and allow Capita to control, and cooperate with Capita in, the defense or settlement of the claim. If such a claim is made, Capita may, at its option, secure for you the right to continue to use the Software, or modify or replace the Software so that it is non-infringing but retains substantially the same functionality. The foregoing notwithstanding, Capita shall have no obligation to indemnify you for any claim (a) based on your modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused, or (b) based on the combination, operation or use of the Software with any product, data or apparatus not specified or provided by Capita, if the claim would have been avoided had the Software not been combined, operated or used with such product, data or apparatus. THIS PARAGRAPH STATES CAPITA'S ENTIRE OBLIGATION TO YOU AND YOUR SOLE REMEDY FOR CLAIMS OF INFRINGEMENT OR BREACH OF THE WARRANTY SET FORTH IN PARAGRAPH 9(a) ABOVE.
- 17. Copyright Infringement of Third Party Content.** YOUR USE OF ANY MATERIALS OBTAINED BY USE OF THE SOFTWARE IS SUBJECT TO APPLICABLE COPYRIGHT LAWS AND NEITHER CAPITA NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INFRINGEMENT FOR WHICH YOU ARE RESPONSIBLE. You agree to defend Capita and its third-party suppliers at your expense and pay all damages that a court finally awards against Capita and/or its suppliers arising out of the infringement of any third-party content you access using the Software.
- 18. Injunctive Relief.** You acknowledge that the use, copying, disclosure or dissemination of the Software, or the trade secrets embodied therein, in a manner not authorized by this Agreement may cause irreparable harm to Capita that could not be fully remedied by monetary damages. You therefore agree that Capita shall be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use or disclosure without the necessity of proving actual or irreparable damage by reason of any such unauthorized use, disclosure, dissemination or copying.
- 20. Assignment.** Intentionally left blank.
- 21. U.S. Government.** Intentionally omitted.
- 22. Notice.** All notices, demands and requests required or permitted to be given under this Agreement or shall be in writing and delivered (a) personally or by local courier, (b) by a nationally recognized overnight courier or (c) sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth above. Notices shall be effective upon receipt if delivered personally, by local courier or by certified mail and on the next business day if sent by overnight courier.
- 23. Publicity.** Intentionally Omitted.
- 24. Cooperative Procurement Practices.** As advocated by the National Institute of Government Purchasing (NIGP), cooperative procurement allows public entities to reduce transaction and administrative costs, as well as leverage advantageous contract terms through so-called "piggyback contracting." In support of this procurement technique to save taxpayer dollars, you agree to allow your contract provisions, vendor selection process and RFP process to be accessible and utilized by like public entities for purposes of piggyback contracting. In so doing, you assume no liability related to the use of piggyback contracting by other agencies.

**25. Miscellaneous.** The Software shall be installed by Capita and shall be deemed to have achieved final acceptance when the County accepts the Go-Live production environment which meets the mutually agreed upon acceptance criteria. No amendment to this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party against whom enforcement is sought. Whenever the consent of a party is required, such consent may be withheld in that party's sole and absolute discretion. The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. This Agreement, including the PSA and all exhibits, contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. Any obligations that by their nature should continue after the expiration of this Agreement shall remain binding upon the parties. Neither party shall be responsible for delay or failure of performance due to extraordinary causes (Force Majeure) that are reasonably beyond the control and without the fault or negligence of such party, which could not, in the exercise of commercially prudent business practices, have been anticipated and the consequences managed by the affected party.

**Accepted:**

**"Capita Technologies, Inc."**

**Client**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## MAINTENANCE SUPPORT—SERVICE LEVEL AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") effective as of the 61<sup>st</sup> day after Go Live (the "Effective Date"), and extending through the **final day of this agreement as provided in the PSA** (the "Support End Date"), is made by and between **Capita Technologies, Inc**, having an address at 4000 Westerly, Suite 110, Newport Beach, CA 92660 (hereinafter "Capita"), and **Cook County, Illinois (hereinafter "Client", or "Customer")** having an address at 69 W. Washington, Suite 1940, Chicago, IL 60602\_\_\_\_\_.

Whereas: Client desires to use the Capita CASE case management software product ("Capita CASE") and has paid the contracted fees, Capita agrees to maintain the product according to the following service level agreement terms and conditions.

### Section 1: Definitions

**1.1 "Business Day."** is any day that is not a Saturday, Sunday or a public holiday in the State of California.

**1.2 "Documentation."** Capita CASE Product support documentation describing the operation of the Capita CASE Product, which may be either in hard copy or online format.

**1.3 "Enhancement."** A change or addition to the Capita CASE Product other than an Error Correction, that improves its function, adds new function, or substantially enhances its performance.

**1.4 "Error."** A defect in the Capita CASE Product or a mistake in the related documentation that prevents the Capita CASE Product from functioning in material conformity with the Documentation, AND IS REPRODUCIBLE.

**1.5 "Error Correction."** A change to the Capita CASE Product that allows its application to conform with the Documentation.

**1.6 "Source Code."** The Capita CASE source code will be available for the client to escrow. Capita will deliver the source code to the Capita's Escrow Service (Escrow Tech) under a mutually agreed upon escrow agreement at the Client's cost. Source code release is based upon the escrow conditions including bankruptcy, and provides the Client with restricted use for internal purposes only and for the current project only.

### Section 2: Support Services

**2.1 Software Support Services.** Provided that the fees then due shall have been paid, Capita shall perform the support services for the Capita CASE Product as follows:

- A. Use of commercially reasonable efforts to endeavor to correct Errors when reported to Capita in accordance with Capita's standard reporting procedures. Capita shall use commercially reasonable efforts to correct the reported Error by modifying the Capita Software or Documentation and including such modification in a subsequent update or release of such software.
- B. Telephone and/or email support between the hours set forth below for technical support on the Capita Software (such support does not include training of Client's staff or provision of consulting services).

#### 2.2 Business Hours

6:00 am – 5:00 pm Pacific Time Zone Monday-Friday (except holidays)

Capita requests that the Customer provide appropriately skilled personnel to test and verify data accuracy; review the configuration of the Application; and provide sample data and appropriate scenarios for testing.

Capita will use an automated issue tracking system (called PVCS), which will be used by the Customer to communicate any issue to Capita. Capita will provide secured access to an Internet Website to allow Customer access 24 hours a day, seven (7) days a week to report issues, request services, monitor progress on unresolved issue reports/requests, and generate reports. Customer will have access to all reported issues and their resolution.

**2.3 Customer Responsibilities:**

- A. Customer will identify Customer staff authorized to access and initiate online issue reports/service requests, via Capita’s issue tracking system. Customer will notify Capita in writing of all authorized personnel.
- B. Customer will determine the Severity Level assigned to each issue discovered by Customer consistent with Section 2.5.
- C. Customer will determine whether an online issue report/service request has been completed satisfactorily, and the issue will remain open until the Customer’s Project Manager or his/her designee closes the issue/service request. If the Customer and Capita cannot agree whether an online issue report/service request has been completed satisfactorily, the issue will be escalated to their respective management for resolution.

**2.4 Capita Responsibilities:**

- A. Capita will notify Customer of any and all discovered issues for joint assignment of Severity Level I, II or III to each issue.
- B. Capita will review the automated issue tracking system regularly and respond to new entries and follow up on unresolved issues/service requests.
- C. Capita will analyze each request, determine measure(s) to be taken in response to each request, and notify Customer of the status (via the issue tracking system) within 24 hours of the time the request was first initiated and remediate as set forth in Section 2.5.

**2.5 PROBLEM CORRECTION PRIORITY**

Customer will work with Capita to assign one of the following Severity Levels to each Customer issue submitted to Capita:

Severity Level	Definition of Severity Level	Response Time	Resolution Time
I	An issue that causes the Application Software or any major module thereof to halt processing or is causing data integrity issues for which no reasonable workaround is available.	Two (2) Hours at the latest, beginning when client logs problem or contacts Capita.	Capita holds this security level as a top priority. Capita will work to resolve this issue in a matter of hours if possible, or will use commercially reasonable efforts to resolve within two business days.

Severity Level	Definition of Severity Level	Response Time	Resolution Time
II	An issue that (i) affects required functionality and has a reasonable workaround, or (ii) causes inconsistencies or irregularities.	Four (4) Hours, beginning when client logs problem or contacts Capita.	Capita will use commercially reasonable efforts to resolve without the need for a workaround within thirty (30) business days.
III	Any issue that is not a Severity Level I or Severity Level II.	One (1) Business Day, beginning when client logs problem or contacts Capita.	Capita will deliver corrected software at a mutually agreed time with other releases.

The parties will produce a mutually agreed upon Escalation Plan to address the resolution of all problems under this Section.

## 2.6 PROBLEM RESOLUTION PROCESS

Capita organizes issues into three severity levels.

**Severity Level I:** An issue that causes the Application Software or any major module thereof to halt processing or is causing data integrity issues for which no reasonable workaround is available.

- a) Capita will provide the best level of effort to correct any issue as specified above. Capita will respond within 24 hours to the client. If an issue cannot be corrected within the Resolution Time specified above, Capita will communicate with Client's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- b) In the event the issue cannot be corrected within the estimated time, Capita will immediately notify Client's Project Manager, and the parties will work together to define an updated estimate for the time required for correction.
- c) This process will be repeated until the correction is approved by Client's Project Manager.

**Severity Level II:** An issue that (i) affects required functionality and has a reasonable workaround, or (ii) causes inconsistencies or irregularities.

- a) Capita will provide the best level of effort to correct any issue as specified above. If the issue cannot be corrected within the Resolution Time specified above, Capita will communicate with Client's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- b) In the event the issue cannot be corrected within the estimated time, Capita will immediately notify Client's Project Manager, and the parties will work together to define an updated estimate for the time required for correction.
- c) This process will be repeated until the correction is approved by Client's Project Manager.

**Severity Level III:** Any issue that is not a Severity Level I or Severity Level II.

- a) Capita will, upon identification or notification by Client's Project Manager, correct any Severity Level III issues by a subsequent build. The Client's Project Manager and Capita Project Manager will prioritize all outstanding issues and work together to define an updated estimate for the time needed for correction.



**2.7 CLIENT Obligations.** Client shall fulfill the following obligations:

- A. Client shall pay all contracted fees as detailed in the Compensation Plan and upon deliverable acceptance.
- B. Client shall promptly provide Capita requested information necessary for diagnosis and reproduction of reported Errors, and Client will work collaboratively to solve issues.
- C. Client shall appoint no more than two (2) individuals as representatives for the maintenance and support services, and shall rank such individuals as primary, and secondary representatives. At least one of such representatives shall be available at all times during normal Cook County business hours. All requests for support and maintenance services shall be transmitted to Capita through such representatives. In the event the Client's designated representatives are unavailable, Client shall provide substitute representatives.
- D. If there is a dispute regarding an issue being in scope versus an enhancement, Client shall make best efforts to document and report issues to Capita. The Client will provide documentation that shows how to duplicate the issue and conditions that create the issues. Additionally the Client will provide the expected result with reasons, and the correlating agreement documentation to show that this is an in scope issue for resolution. Notwithstanding Article 2(c) of the Professional Services Agreement, the highest order of precedence to resolve in scope issues is the Client-approved project functional specification documents, followed by Capita's proposal response, the SOW and the Client RFP.

**2.8 Limitations; Exclusive Remedy.** The maintenance and support services offered by Capita shall apply only to the Capita Software and shall not apply to any associated hardware, network or other software applications. Capita's only liability and Client's sole remedy for such failure shall be for Capita to use commercially reasonable efforts to correct such failure through further maintenance and support services. Capita shall not be required to render support services to any third party. The maintenance and support services are applicable only to Client, and Capita shall have no liability to any third party with respect to the Capita Software as a result of such services. The maintenance and support services shall not apply if (i) the failure of the Capita Software can be attributable to Client hardware, network or other third party software, or (ii) the failure of the Capita Software can be attributable to causes that are not the responsibility of Capita.

**Section 3: Limitation of Liability & Indemnification**

**3.1 Limitation of Liability.** CAPITA'S AGGREGATE LIABILITY TO THE CLIENT, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND CUSTOMERS FOR ANY CLAIMS ARISING UNDER THIS MAINTENANCE SUPPORT AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY), UNLESS OTHERWISE SPECIFICALLY SET FORTH ABOVE, WILL NOT EXCEED THE ACTUAL FEES PAID TO CAPITA FOR THE CURRENT YEAR OF SLA PAYMENTS. CLIENT HEREBY RELEASES CAPITA FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. IN NO EVENT SHALL CAPITA BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, COVER, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR OTHER MONETARY LOSS, LOSS OR INTERRUPTION OF COMPUTER TIME, ALTERATION OR ERRONEOUS TRANSMISSION OF DATA OR PROGRAM ERRORS, EVEN IF CAPITA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THE LIMITATIONS SET FORTH IN THIS SECTION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT.

**3.2 Customer Source Code Changes.** In the event the Customer has access to Capita's source code, and alters it, Capita will work with Customer to provide the best possible support.

Capita will have the following obligations: If this contract is paid up to date, and there is an issue in a area of the software not affected by the Client's changes, then Capita will work to resolve it.

In addition, Capita will release its general commercial releases to the Client. There will be instructions provided on the modules affected by the release. If the release is not in conflict with the Client's changes, then the Client can test the release and then release/push it to production.

If the Client so requests, Capita can provide release implementation services to evaluate the effort to implement all the standard commercial changes into Client's system.

If an issue worked on by Capita is determined to be caused by the Client's changes, then an appropriate fee would be requested from the Client for the fix or help in identifying it.

#### **Section 4: Term; Termination; Effect of Termination**

**4.1 Term.** This Agreement will commence on the Effective Date and, unless terminated as set forth below, or extended by written agreement of both parties, will continue in effect through the Support End Date.

**4.2 Termination.** This Agreement may be terminated as follows:

- A. Should either party (i) default in the performance of any of its material obligations in this Agreement, or (ii) become the subject of any bankruptcy or insolvency proceeding under Federal or State law, which event is not thereafter remedied by within thirty (30) days after receipt of written notification, then the other party may at its option terminate this Agreement.
- B. Notwithstanding the forgoing, Capita, at its option, may terminate this Agreement by thirty (30) days' written notice to Client in the event Client fails to pay any of the fees or any monetary obligations consistent with this Agreement or any other agreement between the parties. Capita shall provide Client with thirty (30) days to cure any failure to pay any fees under this agreement after receiving Capita's legal notice.

**4.3 Continuation.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, You shall, within sixty (60) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Capita with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all undisputed sums then owed Capita under this Agreement, if any. No penalty shall accrue to You in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section, You agree to grant Capita a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section. If funds should not become available within two (2) years of said date, you shall be free to contract with Capita or any other available source when they do become available.

**5. Assignment.** This Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their respective duly authorized representatives, as set forth below.

**Section 5: Agreement to SLA**

**CUSTOMER**

**CAPITA TECHNOLOGIES, INC.**

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

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

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

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

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

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I.

POLICY AND GOALS

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

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

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

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

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

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

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

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



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

#### **V. NON-COMPLIANCE**

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

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

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

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this section should be directed to:  
Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

February 24, 2016

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1318-13264  
Adult Probation Case Management System Solution  
Adult Probation

Dear Ms. Andrews:

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

**Bidder:** Capita Corporation  
**Contract Value:** \$3,582,251.00  
**Contract Goal:** 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment*</u>
Level-(1) Global Solutions, LLC	MBE (6)	City of Chicago	3.92% (Direct)
Sofbang, LLC	MBE (8)	City of Chicago	3.92% (Direct)
<b>Total</b>			<b>7.84% (Direct)</b>

\*Commitment is based on the total value of professional services of \$2,541,511.00.

**Partial M/WBE Waiver Granted:** Due to the specification and necessary requirement for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez  
Contract Compliance Director  
JG/ate

cc: Richard Sanchez, OCPO  
Michael Bacula, Adult Probation  
Enclosures: Revised MBE/WBE forms

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

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

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

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

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

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

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

MBE/WBE Firm: Level-(1)Global Solutions, LLC  
 Address: 22 West Washington St. Suite 1500 Chicago, IL 60602  
 E-mail: aobanion@level-1.com  
 Contact Person: Angela O'Banion Phone: 312-202-3363  
 Dollar Amount Participation: \$ 99,531.25  
 Percent Amount of Participation: 3.92% %  
 \*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Sofbang, LLC  
 Address: 17 N State St. Suite 1620 Chicago, IL 60602  
 E-mail: danny.asnani@sofbang.com  
 Contact Person: Danny Asnani Phone: 312-279-0430  
 Dollar Amount Participation: \$ 99,531.25  
 Percent Amount of Participation: 3.92% %  
 \*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Sofbang LLC

Certifying Agency: City of Chicago

Contact Person: Allen Pomerantz

Certification Expiration Date: 1/1/2019

Address: 17 N State St. Suite 1620

Ethnicity: Asian - Indian

City/State: Chicago, IL Zip: 60602

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: 312-279-0430 Fax: 888-630-9522

FEIN #: 36-4372362

Email: Al.pomerantz@sofbang.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

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

Interface development and data conversion  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
\$99,531.25 3.92%

Net 10 from receipt of payment by County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]  
Signature (M/WBE)

Allen Pomerantz  
Print Name

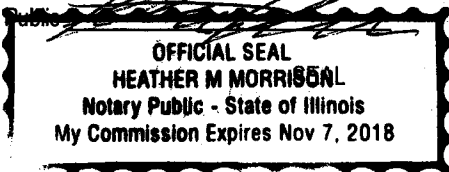
Sofbang LLC  
Firm Name

2/10/2016  
Date

Subscribed and sworn before me

this 10 day of February, 2016

Notary Public [Signature]



[Signature], ceo  
Signature (Prime Bidder/Proposer)

Charles Granville  
Print Name

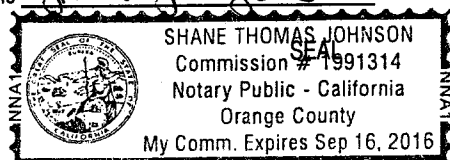
CAPITA Technologies  
Firm Name

2/11/16  
Date

Subscribed and sworn before me

this 12 day of FEBRUARY, 2016

Notary Public [Signature]



**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Level-(1) Global Solutions, Inc Certifying Agency: City of Chicago

Contact Person: Angela O'Banion Certification Expiration Date: May 15, 2018

Address: 233 South Wacker Dr, 84th Fl Ethnicity: African American

City/State: Chicago, IL Zip: 60601 Bid/Proposal/Contract #: 1318-13264

Phone: 312-202-3363 Fax: 312-202-3310 FEIN #: 30-0007-064

Email: aobanion@level-1.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

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

Interface development and data conversion  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$99,531.25 3.92%

Net 15 from receipt of payment from County

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Angela O'Banion  
Signature (M/WBE)

Angela O'Banion  
Print Name

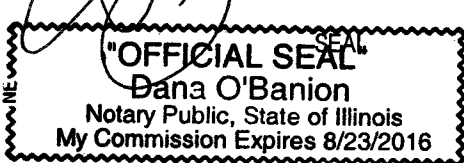
Level-1 Global Solutions  
Firm Name

2/11/2016  
Date

Subscribed and sworn before me

this 11<sup>th</sup> day of February, 2016

Notary Public [Signature]



Charlie Granville  
Signature (Prime Bidder/Proposer)

Charlie Granville  
Print Name

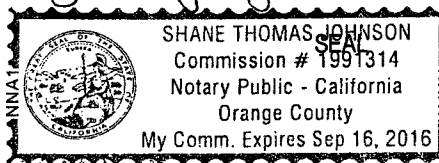
Capita Technologies, Inc.  
Firm Name

2/11/16  
Date

Subscribed and sworn before me

this 12 day of FEBRUARY, 2016

Notary Public [Signature]



**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

3.92 % of Reduction for MBE Participation  
3.92 % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

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



February 11, 2016

Ms. Aleatha Easley  
Compliance Officer  
Cook County Office of Contract Compliance  
118 N. Clark Street, Room 1020  
Chicago, Illinois 60602

Dear Ms. Easley

Capita is claiming a partial reduction of the MBE / WBE participation for Contract # 1318-13263 which has a total value of \$3,582,250.64 for the following reasons:

We believe that the Capita Case Software License and Support & Maintenance should be excluded from the calculation for the following reasons:

- The software license should be excluded as it is for Capita Technologies proprietary Case Management Suite and Capita is the only provider of the product.
- The three years of Support & Maintenance should be excluded as it requires proprietary product knowledge, domain expertise and maintainability of Capita Case which can only be performed by Capita employees so that the County does not experience increased wait times for bug fixes, are able to receive product updates and the county would not incur unnecessarily support & Maintenance costs.
- Having a third party do maintenance is unacceptable because it would add significant daily risk to the project and to the live operations for Cook County.
- Third Party software should be excluded as Capita just passes the cost through to the county with no markup and if given to a sub-contractor it would increase the cost of the project unnecessarily to the county.

We also believe that the implementation services and customizations listed in the chart attached should also be excluded from the calculation for the following reasons:

- The skills needed are not readily available from MBE/WBE's as they are specialized in nature
- The services require in-depth product knowledge and skills possessed by Capita Employees only.
- Sub-contracting this work would significantly increase the cost of the project unnecessarily.
- Sub-contracting this work would significantly increase the risk of the project meeting the time line which in turn will increase the cost of the project for the county.
- Sub-contracting this work would limit our ability to meet the expectations of the county.

In conclusion we are asking for a waiver of the remaining 27.17% of the MBE /WBE requirement.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Granville".

Charlie Granville, CEO  
Capita Technologies, Inc.

02-16-16 4:09:49 PM



Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
Corrections interface. Includes development, testing and documentation					
Development of ICOTS interface. Includes development, testing and documentation	Yes	Sections 2.1.8 and 2.7.8	\$25,000.00	MBE 35%	\$8,750.00
Development of County IVR interface	Yes	Sections 1.2 and 4.	\$25,000.00	MBE 35%	\$8,750.00
Development of County payment processing interface. Includes development, testing and documentation	Yes	Section 2.5 (also Matrix 11.2.5)	\$18,750.00	MBE 35%	\$6,562.50
Development of banking institutions interface. Includes development, testing and documentation	Yes	Section 2.5 (also Matrix 11.4.2)	\$18,750.00	MBE 35%	\$6,562.50
Deliver train-the-trainer curriculum. Includes travel costs.	No	Section 3.1.7	\$64,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Develop custom training materials	No	Section 3.1.7	\$10,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
<b>ANNUAL THIRD-PARTY SOFTWARE LICENSES</b>					
Robo Help	No	Section 3.1.8	\$399.00	No MBE this is the purchase of 3rd party COTS product	\$0.00





Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
				Capita Employees	
Development of test cases, and testing of test cases	No	Section 3.1.6	\$10,000.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Configure and load user security, and train how to modify	No	Section 3.1.5	\$5,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Configure - LOV Tables, training, run load programs, help with standardization questions	No	Section 3.1.5	\$20,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Data Conversion following the methodology described in the SOW. Includes development and testing.	Yes	Section 3.2.8	\$175,000.00	MBE 35%	\$61,250.00
Development of existing department interfaces. Includes development, testing and documentation	Yes	Section 3.2.7	\$253,125.00	MBE 35%	\$88,593.75
Development of Clerk's Office interface, CLEAR interface, and Cook County Department of	Yes	Section 2.7.8	\$53,125.00	MBE 35%	\$18,593.75



Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
Aspose	No	Section 3.1.8	\$3,748.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
Iron Mountain	No	Section 3.1.8	\$1,050.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
Clean Address	No	Section 3.1.8	\$7,500.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
Spellx	No	Section 3.1.8	\$525.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
Years 2 & 3 for Third party	No	Section 3.1.8	\$39,666.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
<b>SUPPORT AND MAINTENANCE Year 1</b>					
Annual Support & Maintenance - Capita Case	No	Section 3.1.8	\$278,350.00	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
Annual Support & Maintenance - Capita Case Financial Module	No	Section 3.1.8	\$30,250.00	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
Annual Support & Maintenance - Capita Case Vendor Portal	No	Section 3.1.8	\$11,000.00	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
<b>SUPPORT AND MAINTENANCE Year 2</b>					
Annual Support & Maintenance - Capita Case	No	Section 3.1.8	\$286,700.50	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
Annual Support & Maintenance - Capita	No	Section 3.1.8	\$31,157.50	No MBE This is support and maintenance of Capita Case COTS	\$0.00



Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
Case Financial Module				Software	
Annual Support & Maintenance - Capita Case Vendor Portal	No	Section 3.1.8	\$11,330.00	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
<b>SUPPORT AND MAINTENANCE Year 3</b>					
Annual Support & Maintenance - Capita Case	No	Section 3.1.8	\$295,301.52	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
Annual Support & Maintenance - Capita Case Financial Module	No	Section 3.1.8	\$32,092.22	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
Annual Support & Maintenance - Capita Case Vendor Portal	No	Section 3.1.8	\$11,669.90	No MBE This is support and maintenance of Capita Case COTS Software	\$0.00
		Totals	\$3,582,250.64		\$199,062.50



Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
document.					
Configure the system to randomly select drug testing dates that are tied to scheduled report dates and based on designated testing frequency (e.g., quarterly, bi-monthly, monthly, bi-weekly). Create a drug testing report showing, by officer and client, compliance to required testing frequency.	No	Section 3.1.5	\$23,250.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Configure the system to be able to calculate restitution payment schedules and probation fee payment schedules based on income and number of dependents.	No	Section 3.1.5	\$7,750.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Configuration of software to add up to 10 workflow tasks and alerts	No	Section 3.1.5	\$10,000.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Documentation of configuration	No	Section 3.1.4	\$10,000.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by	\$0.00



Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
includes travel costs.					
Perform Gap and develop functional specifications	No	Section 3.1.3 & 3.1.4	\$51,200.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Configuration and setup of items like assessment instruments, case plans and other related items, and financial module	No	Section 3.1.5	\$30,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Configure intelligent mail barcodes to ensure ability to print on checks and letters	No	Section 3.1.5	\$3,100.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Configure system to indicate when DNA testing is required based on offense or court order.	No	Section 3.1.5	\$4,650.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Configure system to allow for the ranking of charges or indication of most serious charge.	No	Section 3.1.5	\$3,100.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00
Configure system to allow for documents/correspondence to be uploaded and posted as an event to the chronological case record with a hyperlink to the	No	Section 3.1.5	\$4,650.00	NO MBE this is customization of Capita Case and requires product knowledge and skills possessed by Capita Employees	\$0.00



Deliverable	MBE WBE Appl	RFP Section	Cost per Deliverable	MBE WBE Description	MBE/WBE Amounts
Software Licenses - Capita Case - Case Management; Capita Case - Financial Accounting; Capita Case - Program Provider Portal; Robo Help; Aspose; and Spelllex	No	Section 3.2.2	\$1,323,481.00	No MBE this is our Capita Case COTS Software License	\$0.00
Iron Mountain	No	Section 3.1.8	\$1,300.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
Clean Address	No	Section 3.1.8	\$7,500.00	No MBE this is the purchase of 3rd party COTS product	\$0.00
Installation of Capita Case software on four environments	No	Section 3.1.5	\$15,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Travel			\$65,000.00	No MBE This is travel Costs	\$0.00
Project Management to monitor the progress of the implementation and be the primary Capita contact for Cook County. The PM takes a very active role in the project. Includes travel costs.	No	Section 3.1.2	\$277,780.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00
Deliver application initial training and administration training, and IT training. Rate	No	Section 3.1.7	\$26,000.00	No MBE this requires skills and product knowledge possessed only by Capita employees	\$0.00

EXHIBIT 4

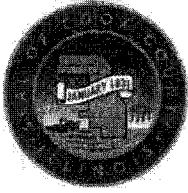
Evidence of Insurance





EXHIBIT 5

Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

<b>File #:</b>	16-1817	<b>Version:</b>	1	<b>Name:</b>	Capita Technologies, Inc., Newport Beach, California
<b>Type:</b>	Contract	<b>Status:</b>			Approved
<b>File created:</b>	2/19/2016	<b>In control:</b>			Board of Commissioners
<b>On agenda:</b>	3/23/2016	<b>Final action:</b>			3/23/2016
<b>Title:</b>	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Adult Probation and Social Service Departments, Circuit Court of Cook County

Vendor: Capita Technologies, Inc., Newport Beach, California

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

Good(s) or Service(s): Adult Probation Case Management System Solution

Contract Value: \$3,582,250.64

Contract period: 4/6/2016 - 4/5/2021, with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2016 - \$2,541,511.00 (capital), FY 2017 - \$346,044.00 (capital), FY 2018 - \$342,410.00 (corporate budget), FY 2019 - \$352,285.64 (corporate budget)

Accounts: Capital: 1328006442-01569; operating account: 280-289

Contract Number(s): 1318-13264

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

DO NOT PUT TEXT HERE. FOR TECHNOLOGY TO ADD CONCURRENCE STATEMENT OR N/A

Summary: A contract with Capita Technologies, Inc. is requested to develop and implement a new comprehensive case management information system for the Adult Probation Department and the Social Service Department to track probation and pretrial operations as well as related cashier and contract monitoring. The case management system is necessary to replace the departments' outdated case management system, PROMIS (Prosecutor's Management Information System), which resides on the Cook County mainframe. PROMIS was designed in the 1970s and is antiquated, limited in its functionality, and cumbersome to use. Also, it is no longer supported by the company that designed it.

The two departments currently supervise about 40,000 probationers and pretrial defendants. The Adult Probation Department also completes approximately 33,000 pretrial bond assessments per year and over 3,000 presentence investigations. The new system will help to improve supervision of probationers and pretrial defendants, upgrade the quality of information provided to the court, and enhance public safety. Specifically, the new system will achieve the following: increase efficiency in case management tasks; reduce redundancy in data entry; improve quality assurance, program evaluation, and workload management; improve financial auditing and contract monitoring processes; enhance security and data tracking; and increase the departments' ability to integrate with other systems within and outside of Cook County government.

Capital funding in the amount of \$2,000,000.00 was requested and approved for this project in FY2013 and \$1,325,000.00 in FY2015. Most of these funds will be used to pay for system development and implementation and the first year of support and maintenance. The remainder will likely be used for system enhancements in future years. Support and maintenance for the second and third years, which total \$694,695.64 of the total contract amount, will be paid through budgeted operating funds.

The contract was awarded through the Request for Proposal (RFP) process in accordance with the Cook County Procurement Code. Capita Technologies, Inc. was selected based on established evaluation criteria.

**Sponsors:**

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

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/23/2016	1	Board of Commissioners	approved	Pass

**PROPOSED CONTRACT (TECHNOLOGY)**

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EXHIBIT 6

Identification of Subcontractors/Suppliers/Subconsultant Form(s)

CONTRACT NO.

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

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

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

Bid/RFP/RFQ No.: 1318-13264	Date: 11-25-2016
Total Bid or Proposal Amount:	Contract Title:
Contractor: Capita Technologies, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Level-(1) Global Solutions, Inc
Authorized Contact Charles Granville for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Angela O'Banion
Email Address (Contractor): cgranville@capitatech.com	Email Address (Subcontractor): aobanion@level-1.com
Company Address (Contractor): 4000 Westerly Pl, Suite 110	Company Address (Subcontractor): 233 South Wacker Drive 84th Floor
City, State and Zip (Contractor): Newport Beach, CA 92660	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): (t) 949-260-3040	Telephone and Fax (Subcontractor): (t) 312-202-3363 (f) 312-202-3310
Estimated Start and Completion Dates (Contractor): 2/1/2016 to 8/31/2017	Estimated Start and Completion Dates (Subcontractor): 5/1/2016 to 3/31/2017

**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>
Integration and data conversion services	\$99,531.25

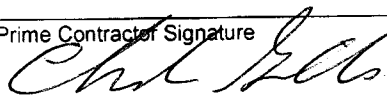
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant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

Contractor Capita Technologies, Inc

Name Charles Granville

Title CEO

Prime Contractor Signature



Date

11/25/15

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

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

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

Bid/RFP/RFQ No.: 1318-13264	Date: 11-25-2016
Total Bid or Proposal Amount:	Contract Title:
Contractor: Capita Technologies, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Sofbang, LLC
Authorized Contact Charles Granville for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Danny Asnani
Email Address (Contractor): cgranville@capitatech.com	Email Address (Subcontractor): danny.asnani@sofbang.com
Company Address (Contractor): 4000 Westerly Pl, Suite 110	Company Address (Subcontractor): 17 N. State St Suite 1620
City, State and Zip (Contractor): Newport Beach, CA 92660	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (t) 949-260-3040 (Contractor)	Telephone and Fax (t) 312-279-0430 (Subcontractor) (f) 888-630-9522
Estimated Start and Completion Dates 2/1/2016 to 8/31/2017 (Contractor)	Estimated Start and Completion Dates 4/1/2016 to 3/31/2017 (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>
Integration and data conversion services	\$99,531.25

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

Contractor : Capita Technologies, Inc.

Name Charles Graville

Title CEO

Prime Contractor Signature



Date

11/25/15

EXHIBIT 7

Cook County Transportation Expense Reimbursement and Travel Regulations





**COOK COUNTY  
TRANSPORTATION  
EXPENSE REIMBURSEMENT  
AND TRAVEL REGULATIONS  
POLICY**

**Adopted: FY2009**

## COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

### SECTION I.       AUTOMOBILE REIMBURSEMENT PLAN

- A.       Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
  
- B.       In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

### SECTION II.       GUIDELINES

#### A.       Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

*Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

#### B.       Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

**C. Temporary and Minor Assignments (mileage between temporary duty points)**

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

**D. General Guidelines**

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

**SECTION III. TRANSPORTATION EXPENSE VOUCHER**

**A. Preparation**

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

**B. Approval and Submission**

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10<sup>th</sup> day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

**C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business**

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

**SECTION IV. COUNTY-OWNED AUTOMOBILE**

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

## **COOK COUNTY TRAVEL REGULATIONS**

### **SECTION I TRAVEL EXPENSES**

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

### **SECTION II RESPONSIBILITY OF DEPARTMENT HEAD**

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

### **SECTION III ALLOWABLE TRANSPORTATION EXPENSE**

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

**SECTION IV           MODE OF TRAVEL**

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

**SECTION V           ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES**

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

**SECTION VI           USE OF PRIVATELY OWNED OR RENTED CONVEYANCE**

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

**SECTION VII**

**LIVING EXPENSES**

**A. Meals and Incidental Expense (M&IE)**

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

**B. Travel Without Lodging**

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

**C. Reimbursable Expenses**

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

**SECTION VIII      CONFERENCES**

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

**SECTION IX      CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER**

**A.      Memorandum of Expenditures**

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

**B.      Conference and Travel Reimbursement Voucher Preparation**

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

**C.      Approval and Submission of Invoice Form**

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.



**D. Frequency of Submission**

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10<sup>th</sup> day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE

PRESIDENT

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BUREAU OF ADMINISTRATION

ROBIN KELLY

CHIEF ADMINISTRATIVE OFFICER

County Building  
118 North Clark Street, Room 801  
Chicago, Illinois 60602-1304  
TEL (312) 603-3055  
FAX (312) 603-4479  
TDD (312) 443-5255

MEMORANDUM

**To:** Cook County Employees

**From:** Robin Kelly *RK*  
Chief Administrative Officer

**Date:** August 2, 2011

**Re:** Change in 2011 County Automobile Travel Reimbursement

The Internal Revenue Service has increased the allowable standard business reimbursement for mileage to \$0.555 per mile, up from \$0.510.

In compliance with the Cook County Travel and Transportation Expense Reimbursement Plan, the Bureau of Administration has authorized the compensation for use of employee owned automobiles at **\$0.555 per mile, effective September 1, 2011**. No retroactive reimbursement will be allowed before the September 1 date.

The change is in accordance with Cook County's Transportation Expense Reimbursement and Travel Regulations Policy approved by Board of Commissioners in 2009 which states:

Any employee who is required and authorized to use his/her personally owned automobile on conduct of official County business shall be allowed and paid semi-monthly compensation. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.

Please remember that department heads are responsible for reviewing reimbursement requests for accuracy and appropriateness. In particular, employees shall not be reimbursed for travel between their home and their normal work assignment. If you have any questions, please contact the Bureau of Administration.

cc: Kurt Summers, Chief of Staff  
Constance Kravitz, Comptroller



EXHIBIT 8

Cook County IT Special Conditions

**Exhibit 8**

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

**1. DEFINITIONS FOR SPECIAL CONDITIONS**

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

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

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

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

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

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

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

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

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

1.10. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor.

1.13. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor.

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

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

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

1.17. **"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.

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

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

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

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

1.22. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

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

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

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

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

1.27. **"Exit Assistance Plan"** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **"Exit Assistance Period"** has the meaning given in Section 9.2.

1.29. **"Exit Assistance Services"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

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

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

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

1.33. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques,

technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

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

1.35. **"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).

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

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

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

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

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

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

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

1.43. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

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

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

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

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

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

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

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

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

1.52. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency



Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. **"Using Agency Intellectual Property"** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. **"Using Agency IP Materials"** means all IP Materials owned or licensed by the Using Agency.

1.55. **"Using Agency-Provided Equipment"** means Equipment provided by or on behalf of Using Agency.

1.56. **"Using Agency-Provided Software"** means Software provided by or on behalf of Using Agency.

1.57. **"WISP"** means written information security program.

## 2. SERVICES AND DELIVERABLES

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

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

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

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

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

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

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

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other

resources needed to perform the Services in accordance with the Agreement.

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

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

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

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

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party

Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

### 3. WARRANTIES

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

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

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

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor

acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

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

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

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

#### **4. INTELLECTUAL PROPERTY**

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

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright,

trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

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

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

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

## **5. USING AGENCY DATA AND CONFIDENTIALITY**

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

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

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

5.4. Public Records. Contractor will adhere to 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 shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

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

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

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

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

5.8. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

## **6. DATA SECURITY AND PRIVACY**

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

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of



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

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

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

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

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

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

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this

Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

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

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

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

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

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

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

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

## **7. DATA SECURITY BREACH**

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable,

any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

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

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

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Breach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

## 8. AUDIT RIGHTS

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

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4<sup>th</sup>) calendar quarter and at its sole cost and expense, provide to the Using Agency

and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

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

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

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

## 9. RIGHT TO EXIT ASSISTANCE

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services

in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a

reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute

generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

## 10. MISCELLANEOUS

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

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

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

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

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

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



EXHIBIT 9

Economic Disclosure Statement

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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

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

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

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

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

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

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

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

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

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

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

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

*Lobbyist* means any person who lobbies.

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

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2

CERTIFICATIONS

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

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

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

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

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

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

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

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

**C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
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): None  
\_\_\_\_\_  
\_\_\_\_\_

(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:

None  
\_\_\_\_\_  
\_\_\_\_\_

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



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Capita Technologies, Inc.

D/B/A: \_\_\_\_\_ FEIN NO.: 20-3898306

Street Address: 4000 Westerly Pl. Suite 110

City: Newport Beach State: CA Zip Code: 92660

Phone No.: 949-260-3040 Fax Number: \_\_\_\_\_ Email: cgranville@capitatech.com

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

Corporate File Number (if applicable): 70297124

**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
Charles Granville	4000 Westerly Pl. Suite 110 Newport Beach, CA 92660	100%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] 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
Charles Granville	4000 Westerly Pl Suite 110 Newport Beach, CA 92660	CEO	NA

**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

Charles Granville

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

[Signature]

Signature

cgranville@capitatech.com

E-mail address

CEO

Title

11/25/15

Date

(949) 260-3040

Phone Number

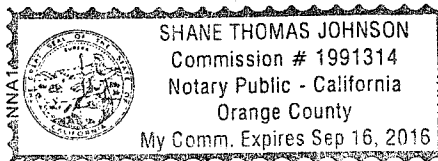
Subscribed to and sworn before me  
this 25 day of Nov, 2015

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.

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

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

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

Additional Definitions:

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

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

**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: \_\_\_\_\_

Address of Person Doing Business with the County: \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

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:

\_\_\_\_\_  
Capita Technologies, Inc. 4000 Westerly Pl. Suite 110 Newport Beach, CA 92660

**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 preceding calendar year if disclosure is made on January 1), identify:*

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

RFP # 1318-13264

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,582,250.64

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Richard Sanchez, Senior Contract Negotiator

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: \_\_\_\_\_

Michael Bacula Executive Assistant Circuit Court Cook County Adult Probation Department

**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*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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*
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N/A

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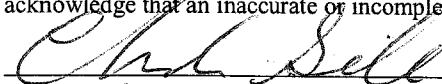
N/A

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

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

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

	11/25/15
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.

**I. Contract Information:**

Contract Number: 1318-13264  
County Using Agency (requesting Procurement): Adult Probation and Social Services

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Capita Technologies, Inc.  
Substantial Owner Complete Name: Charles Granville CEO  
FEIN# 20-3898306  
Date of Birth: \_\_\_\_\_ E-mail address: cgranville@capitatech.com  
Street Address: 4000 Westerly Place, Suite 110  
City: Newport Beach State: CA Zip: 92660  
Home Phone: (949) 295 - 5741 Driver's License No: \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

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

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



IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: Charles Granville Date: 11/25/15

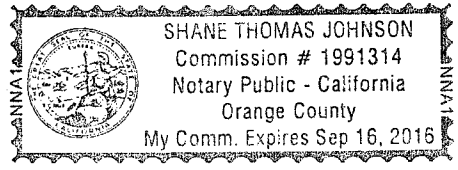
Name of Person signing (Print): Charles Granville Title: CEO

Subscribed and sworn to before me this 25 day of NOVEMBER, 20 15

X Shane Thomas Johnson  
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  
**PLEASE EXECUTE THREE ORIGINAL COPIES**

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

**Execution by Corporation**

Capita Technologies, Inc.  
Corporation's Name  
949-260-3040  
Telephone  
*[Signature]*  
Secretary Signature

Charles Granville  
President's Printed Name and Signature  
cgranville@capitatech.com  
Email  
11/20/2015  
Date

**Execution by LLC**

\_\_\_\_\_  
LLC Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

**Execution by Partnership/Joint Venture**

\_\_\_\_\_  
Partnership/Joint Venture Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

**Execution by Sole Proprietorship**

\_\_\_\_\_  
Printed Name and Signature  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Email

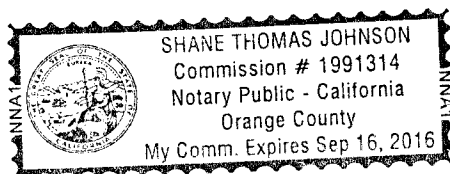
**Subscribed and sworn to before me this**  
25 day of Nov, 2015.

My commission expires: 09/16/2016

*[Signature]*  
Notary Public Signature

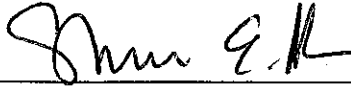
\_\_\_\_\_  
Notary Seal

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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF March, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1318-13264

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 3,582,250.64

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 23 2016

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

3/18/16

Date