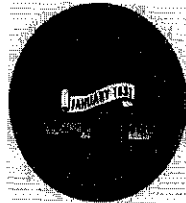


PROFESSIONAL SERVICES AGREEMENT

ELECTRONIC MONITORING SERVICES

CATEGORY 1 - RADIO FREQUENCY (RF)

BETWEEN



COOK COUNTY GOVERNMENT
SHERIFF'S OFFICE AND ADULT PROBATION DEPARTMENT

AND

ATTENTI US, INC.

CONTRACT NO. 1515-15006A
(PURCHASE ORDER NO. 70000095142)

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Cook County Information Technology Special Conditions (ITSC)
Exhibit 7	CJIS Security Policy
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form (ISF)
Exhibit 9	Economic Disclosure Statement (EDS)

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 Attenti US, Inc., doing business as a Corporation of the State of Delaware hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on January 24, 2019, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for ELECTRONIC MONITORING SERVICES. 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.

"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
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Cook County Information Technology Special Conditions (ITSC)
Exhibit 7	CJIS Security Policy
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form (ISF)
Exhibit 9	Economic Disclosure Statement (EDS)

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 pursuant to the provisions of Section 4.a and Exhibit 1.

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. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

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 as specified in this Agreement 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 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 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 Women Owned Business Enterprises Commitment**

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 00 0104 13 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000
Completed Operations Aggregate	\$ 5,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;

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

(c) **Commercial Automobile Liability Insurance**

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

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. If any such policy is written on a claims-made form:

1. The retroactive date shall be prior to the effective date of this contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of services.

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. The Commercial General Liability policy shall be on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the requirements 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 sixty (60) 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 from or attributable to any third-party claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the negligent 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. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be for the term of the contract 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 under the terms of the contract 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 this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

"Lobbyist" also means any person or entity any part of whose duties as an employee of

another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

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 **January 28, 2019 ("Effective Date")** and continue until **January 27, 2022** 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 2 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, 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 of the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements not corrected in a reasonable amount of time or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

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

c) Funding

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

d) Non-Appropriation

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

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 with intent to terminate, 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 remaining 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 Parties consider 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 up to and including 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 Parties by a proper authority waive 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 Parties may have waived the performance, requirement or condition. Such waivers must be provided to Parties 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: Cook County Sheriff's Office
69 W. Washington, Suite 1410
Chicago, Illinois 60602
Attention: Department Director

Cook County Adult Probation Department
69 W. Washington, Suite 1940
Chicago, IL 60602
Attention: Department Director

and

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

If to Consultant: Attenti US, Inc.
1838 Gunn Highway
Odessa, FL 33556
Attention: Mr. Arnold Kenneth Roesse

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

Statement of Work

DEFINITIONS

"Attenti Software" – Software that monitors the field equipment, processes the device communications, and relays data to the Protocol Case Management Software.

"Participant" – Person(s) under supervision or custody of the Cook County Using Department(s) identified for placement on the monitoring system.

"Protocol Software" – Protocol Case Management software developed for the Cook County Using Department(s) for violation processing, offender movement scheduling, and to dispatch information to officers and deputies.

1. INTRODUCTION

This Statement of Work ("SOW") is intended to document the scope, roles, responsibilities, terms and conditions, tasks and timeframe for Radio Frequency (RF) equipment and services for an electronic monitoring system designed to monitor individuals' compliance with home detention and curfew orders at Cook County, Illinois (the "County"). Attenti (hereinafter referred to as "Vendor" or "Attenti") will provide an RF electronic monitoring program for the Cook County Sheriff's Office ("Sheriff's Office") and the Circuit Court of Cook County Adult Probation Department ("Adult Probation").

The Sheriff's Office and Adult Probation are distinct entities with distinct electronic monitoring programs, as described herein. Accordingly, Vendor shall tailor unique alert notification protocols, billing, and statistical reports for each program. The scope of services for both departments includes, but is not limited to the following:

1. Providing complete electronic monitoring services that includes receiving and processing all alerts, and all necessary hardware and software.
2. Providing maintenance, including field repairs, and consumables for leased Cook County equipment.
3. Maintaining all data from Cook County equipment at the Proposer's facility.
4. Developing and interfacing a dispatching and permissions process with Cook County.
5. Creating and maintaining a web-based case management application.

1.1 Using Agency - Cook County Sheriff's Office

The Sheriff's Office operates the Cook County Jail, one of the largest single-site county facilities in the United States. Primarily holding pre-trial detainees, CCSO processes approximately 100,000 detainees annually and averages a daily population within Cook County Jail of approximately 7,600, with a custodial population averaging 9,600 daily that includes electronic monitoring.

The Sheriff's Office has maintained an electronic monitoring program since 1989, currently populated by individuals court-ordered to its programs as a condition of pre-trial bond, as a sentence, or as part of post-release reintegration. Currently, the Sheriff's Office utilizes RF units that are approximately ninety-nine percent (99%) cellular units and would expect this percentage to continue throughout the term of the contract.

1.2 Using Agency - Adult Probation

Operating under the Office of the Chief Judge, the Adult Probation Department administers a wide range of programs covering both standard and specialized probation supervision and pretrial and presentence services. The majority of Adult Probation's resources are dedicated to supervising criminal participants sentenced to probation, which is a sentencing option that requires individuals to comply with specific conditions while residing

in the community. Probation officers assist individuals in complying with their sentences through guidance, surveillance, and referrals to service providers for treatment, education, and employment services. Officers notify the court when probationers/participants fail to comply with conditions of their sentence.

Each year Adult Probation receives over 12,500 new probation cases and has an average daily caseload of approximately 24,000 probationers/participants. About 86% of Adult Probation's caseload is composed of felons and 14% of misdemeanants. Eighty-seven percent of probationers/participants are assigned to standard caseload supervision, while 13% are supervised in specialized programs designed for specific participant populations. These programs include the Adult Sex Offender Program, the Mental Health Unit and Mental Health Courts, Intensive Probation Supervision, the Gang Intervention Unit, the Intensive Drug Program, Cook County's Drug Treatment and Veterans' Courts, and Domestic Violence Supervision. Through its Pretrial Services Division, Adult Probation supervises defendants released on bond and conducts pre-bail interviews to assist the courts in making decisions about bond/pretrial supervision.

Adult Probation's Home Confinement Unit monitors curfews on probation, conditional discharge, supervision and pretrial cases through radio frequency electronic monitoring. Adult Probation currently has approximately 850 individuals being supervised through RF electronic monitoring. This number has been growing over the past six (6) months but is subject to fluctuate. Over 99% of units installed use receivers that use cellular communication while less than 1% utilize telephone landlines.

2. SERVICES

This Section describes the services under this Agreement that shall apply to both Using Departments. Vendor is responsible for meeting all requirements, specifications, terms, and conditions listed in this section unless explicitly stated otherwise herein.

The scope of services provided by Attenti and its subcontractors, Protocol and Allpoints, for both departments includes, but is not limited to, the following:

- Provides complete electronic monitoring services that includes receiving and processing all alerts.
- Provides maintenance and consumables for leased Cook County equipment.
- Maintains all data from Cook County equipment at Attenti's facility.
- Develops and interfaces a dispatching and permissions process with Cook County.
- Creates and maintains a web-based case management application.

2.1 Radio Frequency Equipment

Attenti shall provide the most recent commercially utilized technology that meets all current industry standards of detention facilities and probation departments with an electronic monitoring population over 4,000 to effectively and efficiently monitor participants. Attenti shall obtain approval from either Using Department prior to implementing any significant changes in the equipment and/or software utilized for monitoring participants. If Attenti releases new radio frequency equipment or technology, it will be offered to Cook County for acceptance testing. Should the County opt in, the field equipment will be transitioned to the new release at no additional cost.

2.1.1 RF Alerts

Attenti shall provide equipment that identifies alerts in real-time 24 hours per day, seven days per week. The Attenti system automatically sends alerts via email and text message. Protocol's Monitoring Center makes alert phone calls following Department-approved alert and call handling procedures. The alerts recorded by the equipment are time/date stamped and downloaded to Attenti's central computer system.

- *Base Unit Location Untrusted* alerts are sent upon the device confirming that the base unit has been moved.
- *Base Unit Tamper* alerts are sent when the case has been compromised.
- *Base Unit AC Power Disconnected* alerts are sent immediately when the power has been disconnected from the base unit.
- *Bracelet Strap* alerts are sent immediately, if in range of the base unit, when the strap has been compromised or removed from the bracelet. If the bracelet is not in range of the base unit, the alert is sent when it comes back in range.
- *Bracelet Case Tamper* alerts are sent immediately, if in range of the base unit, when the case has been compromised. If the bracelet is not in range of the base unit, the alert is sent when it comes back in range.
- *Curfew* alerts are sent when the bracelet is out of range of the base unit in violation of the confinement/curfew requirement.
- *Curfew Cleared* notifications are sent when the bracelet returns within range of the base unit, clearing the *Curfew* alert.
- *Base Unit Unable to Connect* alerts are sent by the system when the base unit has missed its scheduled call.
- *Bracelet Battery Low* alerts are sent by the system, providing at least a seven (7) day notice of impending battery depletion. Additionally, the Attenti Account Manager will pull an internal *Bracelet Battery* report every month. He will proactively recall bracelets that are due for replacement to ensure that they are not assigned to another participant. The recall list will be provided to the Attenti equipment technician located at the Sheriff's Office, to each Using Department, and to Allpoints. The list will include bracelets to be recalled when there are 60 to 90 days of life remaining.

2.1.2 RF Receivers

Attenti provides a base unit with a dual modem that communicates with the central host system using cellular communications and/or telephone landlines as determined by the individual Using Agency. Both cellular and land-line options shall be provided to ensure that all participants can be effectively monitored, including but not limited to those without landline telephones and those residing in environments not conducive to cellular communication.

2.1.3 RF Electronic Monitoring Equipment Requirements

Attenti shall provide an RF system and related electronic monitoring equipment that meets or exceeds industry standards, including equipment that offers adjustable range settings of low, medium, and high to prevent false alerts and ensure prompt notification to the Using Department if an individual leaves the preset proximity of their home monitoring unit. Attenti's RF system shall operate as intended and without any interruption when in proximity to other GPS/RF receivers and electronic devices (e.g., cell phones, satellite television receivers, microwave ovens, computers, and radio towers). In addition, Attenti's RF system shall meet the following minimum standards:

- A. The equipment provided has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules.
- B. The base unit includes an internal clock that tracks the date and time of all recorded events.
- C. The base unit communicates over the Verizon cellular network. Communication over the AT&T cellular network will be added in 2019 as a secondary option at the County's sole discretion.
- D. The bracelet sends a packet of information that the base unit reads every 20 seconds to verify curfew compliance.

- E. The base unit stores more than 30 days of monitoring data in nonvolatile memory in the event of a cellular outage or any disruption in communications. When communication is restored, all alerts are downloaded to the system and sent to the agency and the Protocol monitoring center.
- F. The equipment is FCC certified, tested for shock and vibration, and does not pose a safety hazard to the participant or others.
- G. The equipment is designed to detect tamper attempts. The bracelet is attached with a strap that contains an embedded fiber optic light pipe through which an IR signal is transmitted. Any interruption results in a *Bracelet Strap* alert. If the housing is compromised, a *Bracelet Case Tamper* alert is generated. An unauthorized attempt to remove the tamper plugs leaves obvious signs of tampering, and the bracelet plastics are smooth so that attempts to tamper are readily apparent. The base unit generates a *Base Unit Tamper* alert when the case has been compromised. Attempts to tamper with the base unit are also visually apparent.
- H. The bracelet provided by Attenti is small and discreet, weighing just 1.7 ounces, and the strap contains an embedded fiber optic light pipe. The only tool necessary to install the bracelet is a pair of scissors or a strap cutter. The only tool necessary to remove the strap is a pair of scissors or strap cutter and a small screwdriver. Attenti provides strap cutters and screwdrivers at no additional cost.
- I. Attenti equipment functions reliably in environmental and atmospheric conditions that are regularly encountered in the Midwestern region of the United States. The operating temperature of the bracelet is at least -20°C to +71°C; the operating temperature of the base unit is at least -20°C to +55°C.
- J. Attenti equipment endures shock and vibration associated with normal wear and use. The bracelet has been tested to standards set by the International Electrotechnical Commission (IEC), the Underwriter's Laboratory (UL), and the United States Military (MIL-STD-810).
- K. The bracelet is waterproof to a depth of 66 feet (45psi), per the IP68 standard. It is designed to accommodate normal activities such as bathing, showering, swimming, and sweating.
- L. The strap, tamper plugs, and pin trays are not available to the general public commercially, through mail order, or through the Internet.
- M. Device functionality of electronic monitoring equipment is sampled often. Abnormality information is automatically reported to the Attenti central computer system through the cellular or landline communication network.
- N. The bracelets can be matched to any of the receivers, based on the ID numbers digitally housed in the device's firmware. Equipment is paired by ID number and associated to the participant through the system software. The pairing is tested and validated during activation, and then continues to be verified through each packet of information that is transmitted from the bracelet to the base unit every 20 seconds.
- O. The bracelet and the strap are composed of materials certified safe for use in prolonged skin contact applications, contain no mineral, nickel, or other materials known to cause allergic reactions, and do not interfere with normal limb movements.
- P. The bracelet incorporates a lithium battery that is replaceable rather than rechargeable. The Attenti bracelet battery is rated for twelve months of continuous operation in the field and three years on the shelf. The bracelet provides at least a seven-day notice of impending battery depletion.
- Q. The bracelet is affixed to the participant's ankle with a strap that is easily cut to size. Small and discreet, the Bracelet weighs just 1.7 ounces and the dimensions are L=2.95" x H= 0.97" x W= 1.91". It will not interfere with the daily activities of an active person nor activities related to manual labor jobs such as construction.

2.1.4 Cellular Receivers

Attenti cellular receiver base units are powered by standard 110-volt AC power and have a battery backup that powers the unit for 45 hours in the event of AC power loss. This allows the device to record and store events in

the absence of power, as well as to transmit the data. The backup battery automatically begins recharging as soon as AC power is restored.

The handset is located on the left side of the unit. The base unit makes outgoing calls to the Protocol Monitoring Center and local 911 services and allows incoming calls from authorized users, including the Sheriff's Office, Adult Probation, and the Monitoring Center. The phone number assigned to the equipment is kept confidential, available to authorized users in the software, and is not publicly available or disseminated to unauthorized personnel. The base unit call interval is set in the computer management system, according to Agency preference, to call in every four (4) hours to advise of its proper or improper functioning.

2.2 RF Requirements – Monitoring Software

Attenti shall provide monitoring equipment and software that complies with applicable FCC regulations, Attenti certifies that its equipment is registered with the FCC. The Protocol software and the Attenti software track and display participant information including but not limited to: Participant Name; Case Number; Date of Birth; Fingerprint Identification Numbers (local, state, and/or federal); Criminal Charge Information; Home Address; Work Address; Telephone Number(s); Physical Descriptors (Race, Height, Weight, Sex); Assigned Supervision Officer; Assigned Device Numbers; Current Monitoring Status; Monitoring History; Participant Photo; and any additional fields as requested.

The Protocol software and the Attenti software display the address assigned to the unit on user-friendly interactive Google maps containing recognizable state, county, municipality and street names. In addition, Attenti's RF Monitoring Software shall meet the following minimum standards:

- A. **Scheduling.** Attenti's RF system shall streamline scheduling and movement requests across multiple day-to-day and weekend schedules for individual participants. Protocol's monitoring software stores and reports on all participant schedule data, including EM scheduling parameters and approved schedules for participant movement. The approved schedules are then pushed directly into Attenti's database via Protocol's web services, allowing for one seamless point of entry to the Using Department. The type of schedule, including work, school, attorney/legal, court, counseling and treatment, plus an additional 24 other options, is noted within Protocol's monitoring software. The software clearly distinguishes between permanent and temporary schedules and maintains up to four sets of departures and returns each day. The Schedule Database records the temporary changes and automatically reverts back to the original or permanent schedule.
- B. **Equipment Inventory.** Attenti, Protocol, and Allpoints staff view and manage the equipment inventory available to the Sheriff's Department and to Adult Probation from the Attenti and the Protocol software. Orders are placed, RMAs are issued, shipments are tracked, hardware is transferred, and equipment is marked lost and recovered in the Inventory Management Tool of the Attenti software.
- C. **Reports.** The Protocol and Attenti software systems generate participant specific reports, inventory reports, and management reports.
 - i. Inventory reports include the total amount of serialized equipment on the participating Agencies premises ready for use, total available to the participating Agencies in Proposer's off-site inventory, and the total amount of active units currently being used by participants.
 - ii. Management reports include how many units are still in the field subject to retrieval, how many units are still in the field presumed lost or damaged, how many units Proposer is scheduled to pick up and the schedule for retrieval. The reports can be generated by participating Agency staff at any time.
 - iii. The Protocol system provides non-standard reports, including *Average Length of Stay; Contact Report; Contacts Per Watch Report; Count Report; Court Movement Report; Monitored Report; Violations Report; Movement Report; New Arrests Report; New Entries by Day Report; New Release Reject Report; No Hits Report; Participant Report; Participant Charge Report; Participant*

End Report; Participant End Count Report; Pregnant Report; Program End Report; SR County by Deposition; S/R Number Look Up Report; Violation Count Report; and Work School Hit Report.

- iv. Customized reports are requested through the Account Manager and are provided within five (5) business days of the request.
 - v. Data produced or maintained by Protocol must be transmitted to the Sheriff's Office on an agreed upon, regular interval—e.g., on a weekly or daily basis as agreed upon by the Parties. Such data shall be transmitted via API, direct DB connection, SFTP, and/or similar format. Protocol must transmit all available datapoints to the Sheriff's Office, including but not limited to movement data, length of stay, participant contacts, and participant schedules. The Sheriff's Office reserves the right to request that certain data points be added and/or omitted from such production at any time.
- D. **Alert Dispatch.** Protocol's monitoring software utilizes a proprietary dispatching system solution developed for the Sheriff's Office and Adult Probation. All alerts, violations and equipment malfunctions are pushed over to a dispatch listing once the Monitoring Center has fully exhausted all required protocol steps and troubleshooting on the alarms and equipment. The Protocol Correctional Specialist chooses to add the event to the dispatch listing and then follow-up with a phone call to the County to advise what steps were taken prior. All steps are fully documented chronologically within the data history for each participant in the monitoring software.
- E. **Case Management.** Protocol's web-based case management system will capture and store every event associated with a participant's compliance and activity while on the program to include violations, officer contacts, drug tests and case notes.
- F. **Landline RF Units.** When the base unit is used in landline mode:
- i. The base unit is attached directly to the telephone wall outlet using a standard RJ11 modular telephone jack. A telephone can also be plugged into the base unit after connection to the wall outlet.
 - ii. If the phone line is in use, the base unit alerts the participant to yield the line through a beeping noise heard on the phone line and a blinking light on the front of the device. The base unit continues trying to call until it succeeds.
 - iii. The device automatically calls the computer system after a condition change, such as a power loss and again after the power is restored. Landline communication is compatible with standard telephone service and most VoIP, cable, satellite, and DSL phone services.
- G. **Group Monitoring Units.** Attenti provides at least thirty (30) group monitoring units that operate on cellular technology and can actively monitor at least fifteen (15) separate participants. Attenti provides remote monitoring and drive-by unit capability.

2.3 RF Monitoring Center Service Requirements

2.3.1 Services and deliverables that Attenti's subcontractor, Protocol, provides include:

Protocol, operates a USA-based monitoring center 24/7/365 that will service the Cook County Sheriff's Office and Adult Probation. Staff members include Quality Assurance Specialists, Supervisors, Team Leads, and Correctional Specialists. They are supported by key personnel with extensive experience: the Vice President, the Director of Operations, and the Account Manager. Correctional Specialists conduct alert analysis and resolution; they follow the Using Department's approved step-by-step alert and call handling procedures per attached Exhibit A, contacting participants by telephone and notify the County of alerts based on the County's choice of notification: text, email, phone, and/or via data system interface. Please see the matrix of key personnel attached as an Appendix to this document.

Protocol's monitoring center provides 24/7 staff to handle data entry services associated with participant enrollments, schedules, activity data, and alert response/notification.

Protocol's monitoring center provides and maintains multiple toll-free numbers to accommodate separate lines for the Department. Additional lines shall be added and designated as required to meet the needs of the Department. Calls from Department personnel take precedence over the participant phone calls. Protocol heavily monitors all phone activity to ensure call answering requirements are met 24/7/365.

Protocol's monitoring center is staffed 24/7, 365 days a year and offers toll-free access to live technical support personnel. Protocol provides Level 1 technical support, including troubleshooting, event interpretation, and Protocol Case Management Software application questions. Protocol has Supervisors on duty during every shift.

The escalation process for questions or issue is:

- If an Agent cannot answer a question or resolve an issue, the call is escalated to the Supervisor on duty.
- If a Supervisor is unable to resolve an issue, they will determine if the issue is related to the Protocol software or the Attenti equipment or software.
- Protocol software issues are escalated to the Protocol IT Department for Level 2 technical support.
- Attenti equipment or software issues are escalated to the Attenti Technical Services/IT Department for Level 2 technical support.
- If the issue is unresolved by the Technical Services Department, it will be escalated to Level 3 – the Attenti Engineering Department.

Any issue that is not immediately resolved is documented and the Using Department is notified. If an issue is not resolved within 30 minutes, dispatch is contacted by Protocol and it is escalated to the assigned director of the Using Department.

Protocol's Monitoring Center runs exception reporting every 4 hours for both the Sheriff's Office participants and the Adult Probation participants. During the exception reporting, all data is compared between the Protocol database and vendor database to ensure that all participant data is fully synced between the two databases. Protocol staff also checks the counts at the same time to verify the count is synced and correct for pre-program, active and post-program participants.

2.3.2 Services and deliverables provided by Attenti in conjunction with its subcontractor, Protocol, include:

The Protocol and Attenti Account Managers provide on-site technical support, if required. If an issue cannot be corrected by the Account Managers, it is escalated to the Protocol IT or the Attenti Technical Services Teams. Protocol and Attenti provide Account Managers as the liaison for the Sheriff's Office and for Adult Probation. These Account Managers shall meet with the Using Department, upon request, to discuss contract performance.

Support from Protocol and from Attenti is provided at no additional cost.

To protect against failure, both Attenti and Protocol have fully redundant central host systems maintained in geographically different locations. The redundant systems allow for seamless continuation of services and the protection of all data in the event of a disaster or other disruption to the central host system.

2.3.3 Services and deliverables provided by Attenti include:

Attenti will appear and testify in legal proceedings convened by the court, at no additional cost, regarding the performance and methodologies of Attenti equipment and services as requested by the Sheriff's Office, Adult Probation, and/or court.

Attenti provides Level 2 and Level 3 technical support for all Attenti products and software. Attenti provides instruction cards to instruct participants on the use and care of the equipment. To include how to make and receive phone calls on the equipment.

2.3.4 Services and deliverables that Attenti's subcontractor, Allpoints, provides include:

Allpoints Security & Detective, Inc., shall promptly provide maintenance and repairs, or replaces the leased equipment as needed.

- Provides equipment within 24 hours of receipt of notification by agency staff that new equipment needs to be issued to a participant.
- Maintenance repair, recovery and replacement of all equipment
 - Repairs/replaces all equipment within 8 hours from the receipt of the communication from the Monitoring Center or the Agency that such equipment is in need of repair or replacement. Repair/replacement occurs at the location of the requester
 - Repairs: Ensures the equipment has been properly deactivated, tests all equipment, determines if equipment needs to be returned to Attenti for repair, returns equipment utilizing the approved RMA procedures
 - Maintenance: cleans equipment following the Attenti-approved cleaning process
- Manages inventory levels:
 - Maintains the 30% minimum level of spare equipment required contractually
 - Replenishes inventory following the approved Attenti Order process
 - Will conduct onsite physical inventories when requested by agency; inventories are to be conducted on a minimum quarterly basis
 - Conducts weekly inventory audits
- Allpoints is responsible for retrieving equipment from individual participant's residence(s). The Using Agency notifies the Protocol Monitoring Center of the program completion. Protocol then notifies Allpoints to retrieve the equipment.
- Allpoints also retrieves equipment from Cook County facilities

2.3.5 Written Policies and Procedures

Attenti, Protocol, and Allpoints shall provide their employees with written policies and procedures in order to ensure contractual compliance.

2.4 RF Information System Requirements

Attenti's software and Protocol's software is accessible to the Sheriff's Office and Adult Probation via the Internet through a standard web-browser interface. The software is web-based, and the monitoring system actively monitors, checks and verifies that participants remain in their residence during specific time periods, reports unauthorized absences, late returns, equipment malfunctions, and other alerts construed as program violations. The system continuously initiates, receives, stores, and disseminates information generated by the monitoring equipment.

All messages and information entered and recorded in the server is permanently recorded and easily accessed by authorized Attenti, Protocol, Adult Probation, and Sheriff's Office personnel. The system provides accurate real-time counts of active participants and accessible archived data for past program participants.

The software is fully accessible to authorized users from any web-enabled computer or tablet, allowing for viewing, editing, reports, and queries. The Attenti system sends participant alerts, violations, and equipment malfunctions automatically to the Sheriff's Office and Adult Probation, based on Department-approved protocols. The Protocol system individually tracks and records information regarding the handling and processing of each incident and transfers the information to the Attenti system. The information is available through both software systems. The Protocol system is used for Case Management; it tracks each individual participant's progress while on the program including violations, officer contacts, drug tests, and general observations.

2.5 Data Security and Compliance

2.5.1 Security Structure and Process

Attenti has multiple levels of firewalls to control network traffic between defined security zones. Systems are segmented and grouped into security zones physically on different network segments to allow for a least privilege (minimum necessary access) between the security zones. Attenti also has multiple levels of Intrusion Detection and Intrusion Prevention systems in place to detect and react to threats. Dot Net security protections are used in web applications to help protect them from vulnerabilities. Web applications have a 4-Tier design with an intermediate transaction layer segmented from web servers so that front end web servers do not communicate directly to the databases. Systems are kept updated with security patches as they are released, and network scans for security vulnerabilities are performed monthly.

Attenti and its subcontractors maintain stringent staff and site security protections to ensure all participant and program information remains confidential. Potential employees pass criminal background checks and drug testing prior to hire. Employees attend data security, data protection and privacy, and ethics training.

The system allows for the creation of user groups with varying access privileges, including read-only and read/write access. Participant data is accessible to the Agencies for a minimum of 18 months from the end of service date.

Participant data is housed permanently by Attenti. At the termination of the Agreement, Attenti will transfer all participant data and related records to the Participating Agency in a format that can be stored and easily interpreted.

The Attenti data centers are located in Florida and Ohio and are the full responsibility of Attenti. Both are secure locations with limited accessibility. Access to Cook County data is strictly limited to personnel authorized by the Agencies and the Attenti, Protocol, and Allpoints employees who require such access in order to support the Agencies.

2.5.2 Data Security Controls

The password policy Attenti software includes the following:

- Minimum password length is 8 characters, containing a mix of letters and numbers
- Blank passwords are not permitted
- Passwords must be changed regularly
- No reuse of the last password
- User accounts are locked after 10 unsuccessful login attempts
- Accounts can only be unlocked by contacting an administrator

Authentication is encrypted through the web services using TLS encryption. Passwords are hashed using the SHA algorithm. Website services are encrypted using TLS encryption, SHA 256 hashing, RSA 2048-bit keys, and supporting AES 256-bit encryption.

Attenti logs every time a user logs into the software and every time a database record is touched by the user. We maintain a history of the rules table and all associated child tables. The audit table is exportable.

The data centers are secure sites located in Florida and Ohio. The Florida facility requires an electronic key card and pass-code combination for access, is staffed with security guards 24/7/365, is equipped with an alarm monitored by a security company, and a video surveillance system. Further two-factor authentication is required for entry into the data center, which is furnished with a steel door and bulletproof glass. The Ohio facility features biometric fingerprint readers, card/PIN access, combination lock cabinets, monitored video surveillance, and is also staffed by security guards 24/7/365.

Attenti's hiring policy requires that all applicants for employment complete a standard employment application form. Those that meet the criteria for an open position complete a multi-stage interview and reference process, followed by a pre-employment drug screen. Finally, a criminal background check is conducted and verified before an offer of employment is extended. For an added level of security, employee background checks are updated annually.

Web Applications configurations include SQL injection protection and HTML injection. Network access is restricted by multiple levels of firewalls and Intrusion Prevention Systems (IPS). Networks are physically segmented by firewalls with only required access rules allowed between the different security zones (database network, website network, LAN network, development network, etc.). VPN access requires 2-factor authentication for remote administration by IT.

All data that is transferred off site is encrypted over VPN and media transfer is encrypted. Attenti does not process, transmit, or store County data outside of the continental United States.

2.5.3 Secure Development and Configuration Practices

Application source code is stored in a secure source control repository. Application development and configuration practices include password protection, firewall protection from the outside, hash-word protection, and more. The configuration of the firewalls and the networks do not allow intrusion.

Attenti adheres to the following guidelines: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, OWASP Secure Coding Principles, privacy by design principles, and the Federal Trade Commission's Fair Information Practice Principles.

2.5.4 Compliance Requirements

Attenti's data security controls comply with the intent of 28 CFR 20 and the FBI's CJIS Security Policy; IRS Publication 1075; NIST 800-53, as revised; and ISO 27001/27002, as revised.

2.5.5 Incident Response Requirements

Attenti's Incident Response Plan is maintained by the IT Department. It is regularly reviewed and updated, as necessary. Attenti's plan includes conformance to the breach notification laws of the applicable state.

Cook County may review the Incident Response Plan; Attenti may allow reasonable modification to the plan only as it relates to the Cook County contract. Attenti's plan includes reporting as applicable and required by law.

The Attenti Incident Response Plan aligns with the expectations of Cook County to:

- Immediately notify the County of incidents and breaches;
- After containment, plan and execute a corrective action plan;
- Identify protection measure for affected individuals;
- Provide outbound and inbound incident-related communications, as applicable and required by law.

2.5.6 Business Continuity and Recovery

Attenti performs preventive maintenance prior to business hours. Attenti notifies the County in advance of any scheduled maintenance and provides written details regarding the system interruption.

Attenti's incident notification plan includes reporting to the Sheriff's Office and Adult Probation within 24 hours:

- The ticket number and a description of the event;
- The start and end times of the interruption;
- An explanation of how Attenti became aware of the problem;
- Affected Cook County systems and users;

- Non-affected Cook County systems and users;
- Prevention methods implemented to avoid recurrence; and
- Any action required by the Sheriff's Office and/or Adult Probation.

Automated backup and recovery process for the Attenti system and application are handled through:

- Automated log shipping
- Full system backups stored off-site
- Switch to redundant systems in case of emergency

System backups do not take the Attenti system or the database out of service, and they are accomplished without degradation of performance or disruption to County operations.

Attenti's computer management system incorporates both local and geographic redundancy. The design includes two redundant, secure facilities located in Florida and Ohio, more than 900 miles distant from each other. The data center facilities are geographically diverse; they are not in the same earthquake zone, likely hurricane path, or flood zone, nor do they share any known common threats.

Both the primary and the secondary data centers meet Tier III standards for power and telecommunications redundancy, HVAC, security, fire suppression, and building integrity resulting in greater than 99.982% availability.

Attenti has a full Business Continuity Plan which includes crisis management, business continuity, and disaster recovery from minor, major, and catastrophic situations.

The RTO and RPO specified in the Attenti Business Continuity Plan is zero hours due to system redundancy.

The Attenti system falls in the High Availability tier; the Attenti EM Manager platform has a greater than 99.982% availability record.

Participant data is accessible to the Agencies for a minimum of 18 months from the end of service date. Participant data is housed permanently by Attenti. At the termination of the Agreement, Attenti will transfer all participant data and related records to the Participating Agency in a format that can be stored and easily interpreted.

2.5.7 Auditing Requirements

Attenti will provide SOC 2, Type 2 reports to the County annually or upon request. Attenti will provide corrective action plans or actions taken to resolve any exceptions, material weaknesses and/or control deficiencies identified in the SOC report.

Attenti will provide activity logs of Cook County users and provide reports for the purpose of auditing the Attenti system. Cook County has the right to request reasonable adjustments at the expense of Attenti based upon audit findings.

2.5.8 Transition Out and Exit Requirements

Attenti will provide the Cook County agencies their data in a non-proprietary format via our 24/7 web services or exported data files, upon request. Attenti's exit and transition-out protocols and strategies include:

- A team of account managers help manage the return of surplus inventory used by the agency;
- Provision of a list of active participants to Attenti to assist with a smooth enrollment and transition process;
- Work closely with Cook County and Attenti to ensure a successful swap out; and

- Once all equipment under the control of Cook County has been returned and data has been transferred, a final invoice is issued to the County and system access is removed.

3. COOK COUNTY SHERIFF'S OFFICE

Attenti shall provide services to the Sheriff's Office in accordance with the specifications set forth in Section 2. Notwithstanding, this Section is intended to supplement Section 2 in order to delineate the unique services that Attenti shall be contractually obligated to provide to the Sheriff's Office.

3.1 Radio Frequency Equipment

Attenti US, Inc. provides Radio Frequency (RF) equipment and services for an electronic monitoring system designed to monitor individuals' compliance with home detention and curfew orders for the Cook County Sheriff's Office.

The equipment and services are provided for the following Departments within the Sheriff's Office: Department of Community Corrections and Department of Impact Incarceration.

Attenti shall provide equipment and services for the Sheriff's Office evolving electronic monitoring program, which services a fluctuating population size. The current average number of alerts for the Sheriff's Office per day is 1,975, however Attenti shall provide all services and deliverables as defined in this SOW regardless of any change in population size.

3.2 RF Monitoring Center Service Requirements

Attenti's subcontractor, Protocol, currently accepts an average number of 347 officer calls and 1,560 participant calls per day from and for the Sheriff's Office. This number is subject to change and Attenti shall accept any and all calls and provide all services set forth in this SOW regardless of the EM population census. Protocol will provide additional staffing, as needed, should the wait time increase due to an increase in call volume. Staffing levels will be adjusted as needed to accommodate a monthly average of 2 min. for participant phone calls. Attenti, through its subcontractor Protocol, shall provide a monthly report to each Cook County Agency listing calls per month, lengths of the calls and average wait times.

Protocol accepts all phone calls from participants, compiles all required paperwork including court orders, work schedules, paystubs, appointment letters and immediately forwards any and all movement permission requests or emergencies to Sheriff's Office personnel via their dedicated computer system. The Handset on the Base Unit will time-out after ten (10) minutes of use or wait time.

3.3 RF Information System Requirements

Access to the system accommodates up to fifty (50) simultaneous users designated by the Sheriff's Office, at no cost to the Sheriff's Office. Attenti provides no less than twenty (20) mobile data terminals used in Sheriff's Office vehicles at no cost to the Sheriff's Office (Panasonic Toughbook Model CF-33).

The Sheriff's Office facilitates and maintains booking, release, movement, classification, and all related records for each detainee in its custody by way of the Sheriff's Jail Management System (hereinafter "CCOMS").

Attenti and Protocol provide real-time data synchronization with CCOMS for monitoring and reporting in order to reduce data entry and eliminate errors. Through Web Services, the Attenti system and the Protocol system will successfully interface with CCOMS, including real-time data synchronization and the ability to exchange data for access and use by the Sheriff's Office.

4. COOK COUNTY ADULT PROBATION

Attenti shall provide services to Adult Probation in accordance with the specifications set forth in Section 2. Notwithstanding, this Section is intended to supplement Section 2 in order to delineate the unique services that Attenti shall be contractually obligated to provide to Cook County Adult Probation.

4.1 Radio Frequency Equipment

Attenti US, Inc. provides Radio Frequency (RF) equipment and services for an electronic monitoring system designed to monitor individuals' compliance with home detention and curfew orders for Cook County Adult Probation.

Adult Probation's Home Confinement Unit monitors curfews on probation, conditional discharge, supervision and pretrial cases through radio frequency electronic monitoring. Attenti provides equipment and services for an Adult Probation daily active population of about 800; this number is subject to change.

The current average number of alerts for Adult Probation is 1,000. This number is subject to change.

4.2 RF Monitoring Center Service Requirements

Protocol receives an average 38 officer calls per day from Adult Probation. Protocol will respond to any and all officer calls; the number of which will fluctuate. Adult Probation can add case management through Protocol at their discretion allowing offenders to call in for messaging and schedules at no additional cost to the County.

4.3 RF Information System Requirements

Access to the system accommodates up to two-hundred (200) simultaneous users designated by Adult Probation. Attenti provides no less than twenty (20) tablets with internet/wireless capability to access software used by Adult Probation staff, at no additional charge to Adult Probation. Adult Probation intends to create a management information system in the future.

Attenti and Protocol will provide real-time data synchronization with Adult Probation's new case management system for monitoring and reporting in order to reduce data entry and eliminate errors.

Through Web Services, the Attenti system and the Protocol system are capable of a successful interface with Adult Probation's future management information system, including real-time data synchronization and the ability to exchange data for access and use by Adult Probation.

5. TRAINING

Attenti and Protocol provide on-site training for the Sheriff's Office staff, Adult Probation staff, and other agency personnel in all topics necessary for the implementation and operation of the monitoring system to the full capacity intended by the Sheriff's Office and Adult Probation. This training shall occur during all three work shifts to address 24-hour operations. Training covers installation and removal of equipment; participant enrollment; schedule creation and modification; use of the monitoring system and software; troubleshooting; alert notification protocols, and, any other areas deemed necessary by the Sheriff's Office or Adult Probation.

Training is delivered by knowledgeable and experienced account managers certified by Attenti and Protocol as subject matter experts. It includes the provision of detailed, written instructions for the participants.

Training occurs prior to implementation, annually for booster sessions, and additionally as requested by Sheriff's Office and Adult Probation when it is required to properly implement and operate the monitoring program. Training and training materials will be provided at no cost to the Using Department. See attached Exhibit B for the proposed general Implementation Plan. The Implementation Plan is subject to change based on Cook County's availability.

Contractor Milestones:

Upon contract award, effective from the last date signed on the fully signed contract, Contractor adds the following milestones to Exhibit B, Implementation Plan.

1. Officer Training will be completed within 30 days.
2. Complete swap-out of all current equipment will be completed within 45 days after completion of Officer Training.

6. BILLING CALCULATION

Billing and payments for program populations will be charged as the actively monitored participant population at 12:00 a.m. (Central Standard Time). Billing and payment is per participant per day and billed monthly. The Attenti monthly invoices clearly distinguish separate daily active program participant counts per agency, and the invoices include the Participant Name, DOC #, Program Start Date, Program End Date, Total Days Utilized, and the Total Cost.

6.1 Performance Penalty Adjustments

Attenti is aware that the County may invoke performance penalty adjustments for failure to provide satisfactory levels of service.

Proposer shall be aware that adjustments for failure to provide satisfactory levels of service may be invoked based on the Contractor's failure to maintain the requirements and services requested in this RFP. Penalties may be assessed for the following reasons:

(a) Failure to notify the Sheriff's Office and Adult Probation of participant automated violation alerts. It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third-party infrastructures or services. The Contractor does not warrant, nor is it liable for any latency or failures of these third-party infrastructures or services. Notwithstanding, Contractor shall be obligated to communicate any deficiencies or failures to the applicable third party in order to expedite resolution of the same.

(b) Failure to maintain adequate equipment inventory.

(c) Failure to provide requested existing agreed upon reports.

(d) Failure to provide adequate training for Sheriff's Office or Adult Probation.

(e) Failure to perform any of the contract terms, which results in significant impairment of the monitoring services.

(f) The amount of the penalty shall be a minimum of \$1.00 up to the total cost of the daily participant fee per affected participant per day. In the event that a deficiency arises under 6.1(b) – (e), Contractor shall be allowed a period of five (5) business days to cure deficiency. In the event that a deficiency arises under 6.1(a), Contractor shall be allowed twenty-four (24) hours to cure deficiency and/or notify the applicable third party of the deficiency in order to expedite resolution. If Contractor does not cure within the allotted time, the amount of the penalty shall be a minimum of \$1.00 up to the total cost of the daily participant fee per affected participant per day.

Performance penalties shall not be applied before written notice is given from the Sheriff's Office or Adult Probation to the Contractor. A review process acceptable to the Sheriff's Office, Adult Probation and the Contractor may be developed once the contract is awarded.

Exhibit A
Call Handling Procedures
Cook County Sheriff's Department

The Monitoring Center handles the following types of calls for The Cook County Sheriff Department via Interactive Voice Response (IVR) and live specialists. The Monitoring Centers telephone system and IVR are fully redundant through our CO location at ViaWest.

Participants

Calls will either be handled through the IVR system or with live specialist depending on the nature of the call.

The IVR can be utilized by participants to check approved movement schedule, check in / out of residence, obtain contact information for scheduling movement and receive information about personal property pick up. Participants have the ability to opt out of the IVR at any point during the call.

Live specialists are available to field any call that cannot be handled by the IVR, in addition live specialists are available for movement requests, providing information about bond, discharge or relocations. Procedures are provided by the agency for escalation to Dispatch officer for serious incidents.

Officers

All officer calls are handled by live specialists. Officers call to requests participant information, complete installation / deinstallation, troubleshoot equipment and provide scheduling information.

Technicians – These calls will be handled by live specialist interaction only.

All technical calls are handled by live specialist. Technicians call in regarding pick up of equipment, repairs, and to obtain status of the electronic monitoring equipment.

Procedures can be changed upon mutual agreement of Protocol and Cook County Sheriff Department.

The remainder of this page intentionally left blank

Exhibit A
Call Handling Procedures
Cook County Adult Probation

The Monitoring Center handles the following types of calls for the Cook County Adult Probation Department:

Participants

Currently participants do not have access to the Monitoring center.

Officers

All officer calls are handled by live specialists. Officers call to requests participant information, complete installation / deinstallation, troubleshoot equipment and provide scheduling information.

Technicians – These calls will be handled by live specialist interaction only.

All technical calls are handled by live specialist. Technicians call in regarding pick up of equipment, repairs, and to obtain status of the electronic monitoring equipment.

Procedures can be changed upon mutual agreement of Protocol and Cook County Adult Probation.

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Exhibit B
Cook County Implementation Plan
Adult Probation

Overview:

Training – Officer Training will be completed within 30 days

- Dates to be determined and agreed upon by all parties
- 80 total Cook County Adult Probation staff members
 - 60 Officers, Directors, Chiefs (installation and enrollment with general software knowledge)
 - 20 techs and supervisors (Broad knowledge of hardware and software)
- Cook County to provide location
- 3 shifts
 - 2-3 classes each shift
 - Separate sessions for Basic and Advanced
- 3-4 total weeks (1 for training and 2-3 for installations)
 - Protocol to train on software and Attenti to train on hardware
- Installations onsite at offender's residences
 - Ensure location of base unit
 - All Points (7 days a week)
 - Offender curfew 7pm-7am
- Small Pilot – Dates TBD
- Offender addresses provided for routing
- Offenders exiting the program within the installation phase will be excluded

Implementation: Will be completed within 45 days after completion of Officer Training

- Week 1 – Training/Swap Outs
 - Training – Protocol and Attenti
 - Monday
 - Basic 1a: 7am-11am
 - Advanced 1a: 7am-11am
 - Basic 2a: 12pm-4pm
 - Advanced 2a: 12pm-4pm
 - Basic 3a: 6pm-10pm
 - Advanced 3a: 6pm-10pm
 - Tuesday
 - Basic 1b: 7am-11am
 - Advanced 1b: 7am-11am
 - Basic 2b: 12pm-4pm
 - Advanced 2b: 12pm-4pm
 - Basic 3b: 6pm-10pm
 - Advanced 3b: 6pm-10pm

Exhibit B
Cook County Implementation Plan
Adult Probation (Continued)

- Week 2-4
 - Installations – All Points, Cook County Adult Probation, and Protocol (phone support)
 - To commence after final training
 - 7pm-7am; 7 days a week
 - 4-6 installers needed
 - 11-16 per person per day

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Exhibit B
Cook County Implementation Plan
Sheriff's Department

Overview:

Training – Officer Training will be completed within 30 days

- Dates to be determined and agreed upon by all parties
- 115 total Cook County Sheriff staff members
 - All staff require a basic training covering hardware and software prior to Boot Camp pilot
 - 20 staff members require Advanced training prior to full rollout
- Conducted at Protocol Monitoring or Cook County Sheriff facility
- 3 shifts
 - 2 classes each shift
 - 10 each class
- Protocol to train on software and Attenti to train on hardware

Swap Out

- Dates to be determined and agreed upon by all parties
- Onsite at offender's residence
 - Ensure location of base unit
 - All Points (7 days a week)
 - 24-hour lockdown curfew (300 participants w/ schedules)
- Small Pilot (Boot Camp) - Dates TBD
- Offender addresses provided for routing
- Offenders exiting the program within the installation phase will be excluded

Implementation: Will be completed within 45 days after completion of Officer Training.

Pilot (Boot Camp)

- 15-20 Participants
- Training (115 Cook County Sheriff staff) – 20-25 staff per class
 - Monday
 - Class 1a: 7:30am-11:30am
 - Class 2a: 3:30pm-7:30pm
 - Class 3a: 7:30pm-11:30pm
 - Tuesday
 - Class 1b: 7:30am-11:30am
 - Class 2b: 3:30pm-7:30pm
 - Class 3b: 7:30pm-11:30pm
 - 15-20 Participants
 - Installations follow last training

Exhibit B
Cook County Implementation Plan
Sheriff's Department (Continued)

Advanced Training

- 15 Cook County staff
 - 1-2 4-hour sessions at time/date determined by both parties

Women's Program

- 250 participants
 - Five business days
 - 5 installers needed
 - 10 installations per day per installer

General Population

- 1800 participants
 - 7 days per week
 - 6 installers needed
 - 11 installations per day per installer

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Appendix

Protocol Monitoring Center Organizational Chart

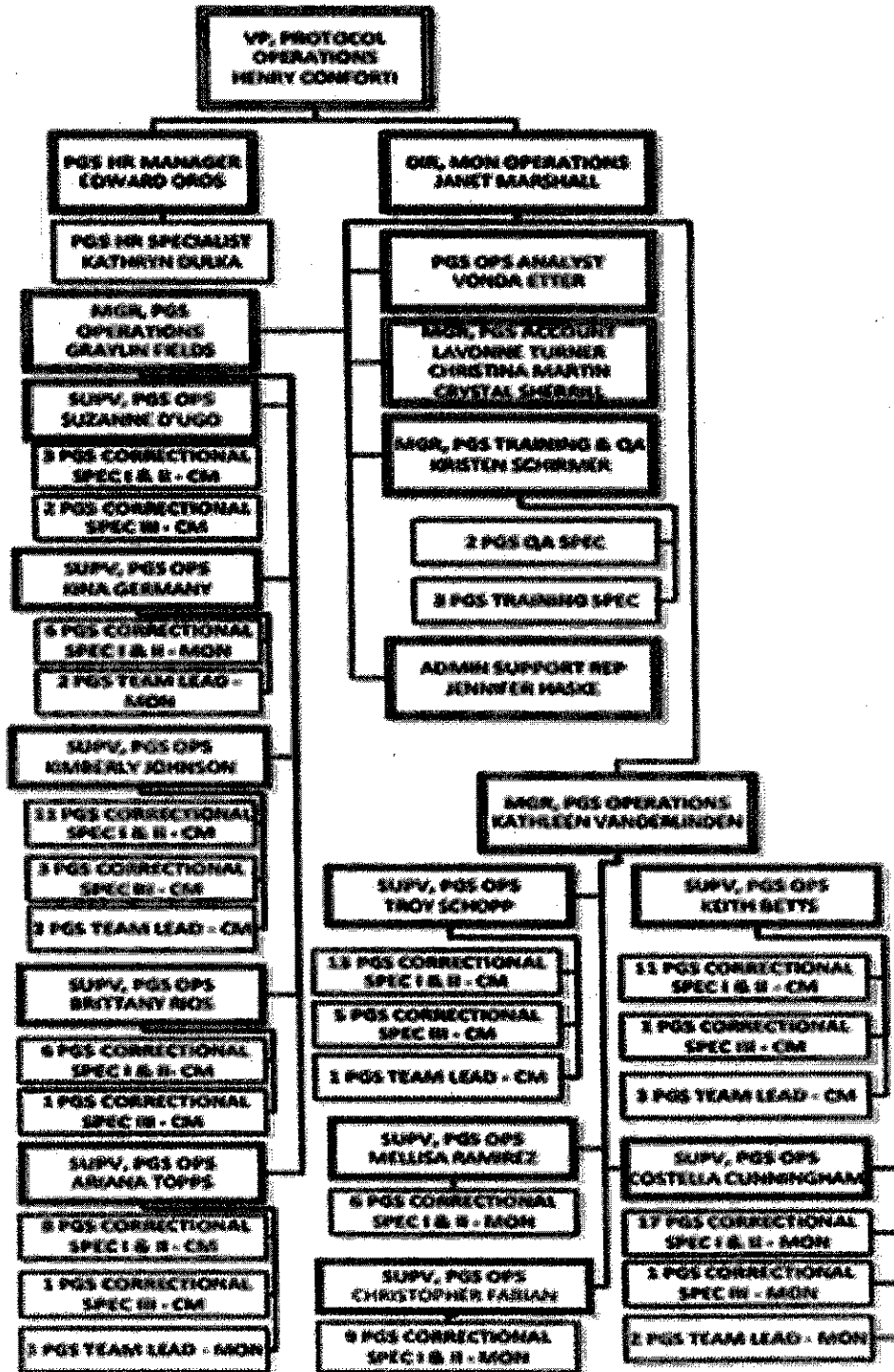


EXHIBIT 2

Schedule of Compensation

**Contract 1515-15006A Electronic Monitoring Services
Schedule of Compensation**

Category 1: Radio Frequency (RF) Monitoring Equipment

Daily per unit lease rate for active RF, Group, and Remote Electronic Monitoring devices

RF Device (LEASED) For Adult Probation	No. of Units	Daily Per Unit Cost	Days in Contract	Total
Equipment and Services RF Cellular (more than 99%)	875	\$4.75	1095	\$4,551,093.75
Equipment and Services RF Landline (less than 1%)	7	\$4.75	1095	\$36,408.75
Equipment and Services Group Home Monitoring	10	\$4.75	1095	\$52,012.50
Adult Probation 3 Year Total (Radio Frequency):				\$4,639,515.00
System Interface Costs				
Interface Cost for Adult Probation Case Management System	To be paid after project completion, testing, and acceptance.			\$12,500.00
Adult Probation 3 Year Lease plus System Interface Total:				\$4,652,015.00

RF Device (LEASED) For Sheriff's Office	No. of Units	Daily Per Unit Cost	Days in Contract	Total
Equipment and Services RF Cellular (more than 99%)	1800	\$4.75	1095	\$9,362,250.00
Equipment and Services RF Landline (less than 1%)	15	\$4.75	1095	\$78,018.75
Equipment and Services Group Home Monitoring	30	\$4.75	1095	\$156,037.50
Equipment and Services Remote Monitoring/Drive-by	30	N/A	1095	\$0.00
Sheriff's Office 3 Year Total (Radio Frequency):			\$9,596,306.25	
System Interface Costs				
Interface Cost for Sheriff's Office Jail Management System	To be paid after project completion, testing, and acceptance.			\$12,500.00
Sheriff's Office 3 Year Lease plus System Interface Total:			\$9,608,806.25	

Overall Contract Value: \$14,260,821.25

Vendor Comments:

RF Cellular and Landline combined in one device.
Group Monitoring rate is per offender on group monitoring device.

Neither the County nor any Using Department makes any guarantee as to the number of individuals that may be monitored or the length of time each participant may be monitored. Attenti shall provide services regardless

of the actual number of participants or length of time for each participant. County shall pay the equipment and/or services daily rate only for those devices/services that are activated and/or requested by the County.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of CommissionersRICHARD R. BOYKIN
1st DistrictDENNIS DEER
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictEDWARD M. MOODY
6th DistrictJESUS G. GARCIA
7th DistrictLUIS ARROYO, JR.
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUFFREDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOBOLSKI
16th DistrictSEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

July 16, 2018

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building Room 1018
Chicago, IL 60602Re: Contract No. 1515-15006A
Electronic Monitoring Services
Adult Probation, Sheriff's Office, Juvenile 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: Attenti US, Inc.
Contract Value: \$14,260,821.25
Contract Goal: 25% MBE, 10% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Alpoint Security and Detective, Inc.	MBE (6)	City of Chicago	12%
		Total	12%

Partial MBE and Full WBE Waiver Granted: Due to 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.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ale

Richard Sanchez, OCPO
Matthew Sobieski, Adult Probation
Elizabeth Scannell, Sheriff's Office

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: AllPoints Security and Detective, Inc.

Address: 2112 E. 71st Street, Chicago, IL 60649

E-mail: mail@allpointssecurityinc.com

Contact Person: Sharon Benson Phone: 773-955-6700

Dollar Amount Participation: \$ Calculated using a daily active population of 2,450

Percent Amount of Participation: 12 %

*Letter of Intent attached? Yes ^X_____ No _____
*Current Letter of Certification attached? Yes ^x_____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$_____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: AllPoints Security and Detective

Certifying Agency: Cook County

Contact Person: Sharon Benson

Certification Expiration Date: March 5, 2020

Address: 2112 E. 71st. Street

Ethnicity: African American

City/State: Chicago, IL Zip: 60649

Bid/Proposal/Contract #: 1515-15006A

Phone: 773-955-6700 Fax: 773-667-9266

FEIN #: 36-4348052

Email: mail@allpointssecurityinc.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)

Security Services for the Retrieval/Repair/Replacement of Cook County Electronic Monitoring

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
Payment is 12% of the total contract value. The Estimated Dollar Amount is \$42,476.88 paid monthly or 12%. Not to exceed 12% of the contract value.

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

Signature (M/WBE)

Sharon Benson

Print Name

AllPoints Security and Detective

Firm Name

July 10, 2018

Date

Subscribed and sworn before me

this 10 day of July, 20 18.

Notary Public

Kathleen Turner

KATHLEEN TURNER
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 28, 2020

M/WBE Letter of Intent - Form 2

Signature (Prime Bidder/Proposer)

Arnold Roese

Print Name

Attenti US, Inc.

Firm Name

July 10, 2018

Date

Subscribed and sworn before me

this 10th day of July, 20 18.

Notary Public

Deborah Oldfield

DEBORAH OLDFIELD
MY COMMISSION # FF 045422
EXPIRES: December 21, 2019
Bonded thru Notary Public Underwriters

SEAL

Revised: 1/29/14



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

EDWARD M. MOODY

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JESUS G. GARCIA

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14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

April 18, 2017

Ms. Sharon Benson

President

Allpoints Security and Detective, Inc.

2112 East 71st Street

Chicago, IL 60649

Re: Annual Certification Expires: May 2, 2018

Dear Ms. Benson:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Women-owned Business (WBE)** by Cook County Government. This certification is valid until **May 2, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE/WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**PROFESSIONAL SERVICES; ARMED AND UNARMED SECURITY GUARD SERVICES;
ALARM RESPONSE AND MOBILE PATROL**

Your firm's participation on Cook County contracts will be credited toward **MBE or WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE or WBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Woman, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/ew

PETITION FOR REDUCTION/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)

13 % of Reduction for MBE Participation

10 % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

☒

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☒

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☒

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☒

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☒

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☒

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☒

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

MBE/WBE Good Faith Effort

The following is a table of vendors that 3M determined to be unresponsive or unable to perform the required services.

Vendor Name	Contact Info	Contact Date and Method	Scope of Work Solicited	Reason Agreement was not Reached
United's 360 Security Service, Inc.	Lawrence Moore, CEO lmoores@360security.com	12/26/16 Emails	Inventory Management	Not responsive
Home Technicians of Illinois	Gerald Hansen Jerryrocks.ohya@icloud.com	12/12-01/03/16 Emails	Inventory Management	Significantly higher priced than current MBE/WBE.
ICU Track	Herb hsir@icucounts.com	12/20-12/26/16 Emails and Text Messages	Inventory Management	Not responsive
S&F Software Solutions Inc. D/B/A S&F Consultancy Inc.	ASMA Afarhin1@sandfbizsolutions.com	12/05/16 Phone	Inventory Management	Not a good fit for services needed.

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 25% MBE and 10% WBE.** 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.

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence

and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be

performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

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

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2018

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

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

PRODUCER Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse NY 13221	CONTACT NAME: Ashley D. Franczak PHONE (A/C No. Ext): 315-800-1796 E-MAIL ADDRESS: afranczak@haylor.com FAX (A/C No.):
INSURED Attenti US, Inc. 1838 Gunn Highway Odessa, FL 33556	INSURER(S) AFFORDING COVERAGE INSURER A: Allianz Global Risks US Ins. Co. NAIC # 35300 INSURER B: Allianz Underwriters Insurance Company 36420 INSURER C: Hartford Fire Insurance. Co. 19682 INSURER D: Twin City Fire Ins. Co. INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 895987679**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR* GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	USL00100818	10/2/2018	4/2/2020	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	01UENZL1914	10/2/2018	10/2/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	01WEAB5183	10/2/2018	10/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability-Claims Made			U5F00008518	10/2/2018	10/2/2019	\$2,000,000 \$100,000 Aggregate Limit Retention

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

*A \$250,000 Each Occurrence Self-Insured Retention applies for All Coverages under Commercial General Liability Policy

Forms Enclosed:

CG 2015 (04/13) Additional Insured - Vendors
CG 2001 (04/13) Primary and Noncontributory - Other Ins Condition Endt
CG 2404 (05/09) Waiver of Transfer of Rights of Recovery Against Others to Us
HA 9916 (03/12) Commercial Automobile Broad Form Endorsement
WC 00 03 13 Waiver of Our Rights to Recover from Others Endorsement
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Cook County
Contract No. 1515-15006
118 North Clark Street. Room 1018
Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: ELECTRONIC4

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Attenti US, Inc. 1838 Gunn Highway Odessa, FL 33556	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Contract No. 1515-15006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 01 WE AB5183

Endorsement Number:

Effective Date: Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ELECTRONIC MONITORING US, INC

1838 GUNN HWY
ODESSA, FL 33556

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by _____

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:

Policy Expiration Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Blanket when required by written contract or agreement	All Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: USL00100818

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket when required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

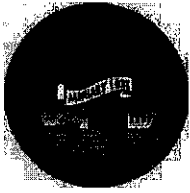
19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 19-1292 **Version:** 1 **Name:** Attenti US, Inc., Odessa, Florida
Type: Contract **Status:** Approved
File created: 1/15/2019 **In control:** Board of Commissioners
On agenda: 1/24/2019 **Final action:** 1/24/2019
Title: PROPOSED CONTRACT

Department(s): Sheriff's Department of Corrections and Adult Probation Department

Vendor: Attenti US, Inc., Odessa, Florida

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

Good(s) or Service(s): Electronic Monitoring Services - Radio Frequency (RF)

Contract Value: \$14,260,821.25

Contract period: 1/28/2019- 1/27/2022 with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact:

Sheriff's Office: FY 2019 \$2,669,110.00, FY 2020 \$3,202,932.00, FY 2021 \$3,202,932.00 and FY 2022 \$533,832.25

Adult Probation: FY 2019 \$1,292,220.00, FY 2020 \$1,550,664.00, FY 2021 \$1,550,664.00 and FY 2022 \$258,467.00

Accounts: Sheriff's: (1239 - 540130) Maintenance and Subscription Services, Adult Probation: (1280 - 540131) Maintenance and Subscription Services

Contract Number(s): 1515-15006A

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation and partial MBE and full WBE waiver.]

The Chief Procurement Officer concurs.

Summary: Attenti US, Inc. will provide Radio Frequency Technology Electronic Monitoring Services for the Sheriff's Department of Corrections and Adult Probation Department for adults who have been placed on court-ordered detention/curfews.

This contract was awarded through Request for Proposals (RFP) procedures in accordance with the Cook County procurement Code. Attenti US, Inc. was selected based on the established evaluation criteria.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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1/24/2019 1 Board of Commissioners

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Contract No. 1515-15006A
Electronic Monitoring Services
Category 1 - RF

EXHIBIT 6

Cook County Information Technology Special Conditions (ITSC)

Exhibit 6

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 caused by Contractor's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate 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 the extent Third Party and Contractor execute confidentiality or other agreements in order to protect all parties' confidential, proprietary and/or trade secret information, 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 to Agency's data, information and/or reports, provided that the Third Party and Contractor execute confidentiality or other agreements in order to protect all parties' confidential, proprietary and/or trade secret information,.

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. 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.

3.3. Developed Software. Contractor warrants (i) that it has the right to provide the deliverables to Agency hereunder.

(ii) Contractor expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. Except for claims arising from injuries or damages sustained by persons using Contractor's product as intended pursuant to this agreement, in no event does Contractor assume or bear any responsibility or liability for acts that may be committed by Offenders or persons subject to or using its products.

(iii) Contractor shall not be liable for any failure or delay in performance hereunder which is due in whole or in part to any cause beyond its control. (iv) It is understood that the responsibility for designating levels of monitoring for each Offender shall be that of the Agency. Any failure of the Agency to designate a proper level of monitoring for any Offender shall be the responsibility of the Agency.

(v) It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third-party infrastructures or services. The Contractor does not warrant, nor is it liable for any latency or failures of these third-party infrastructures or services.

(vi) It is understood that the responsibility of Contractor ends with respect to violations upon reporting of same. The responsibility thereafter for handling the Offender shall be that of the Agency. In the event of a failure of the Agency to properly react to a report, restrict activity or otherwise fail to take action with respect to an Offender, the responsibility shall be that of the Agency.

Agency acknowledges the warranties and liabilities disclaimed in this Section 3.4 and it is agreed that Contractor shall not be liable for the acts of Offenders while being monitored in connection with this Agreement.

3.4. 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).

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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 for the term of this Agreement, a fully paid-up, nonexclusive license to use Contractor's or Third Party's Developed Intellectual Property as required to obtain the Deliverables under this Agreement. 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, during the term of the contract, to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, license to use, publicly display, publicly perform, digitally perform, or transmit 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. 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.

4.3. 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.

4.4. 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 Beach 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 (4th) 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 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.

Contract No. 1515-15006A
Electronic Monitoring Services
Category 1 - RF

EXHIBIT 7

CJIS Security Policy

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

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

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

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

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

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

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

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

1.00 Definitions

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

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

2.00 Responsibilities of the Contracting Government Agency.

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

3.00 Responsibilities of the Contractor.

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

4.00 Security Violations.

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

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

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

5.00 Audit

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

6.00 Scope and Authority

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

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

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

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

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

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

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

CERTIFICATION

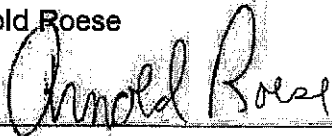
I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

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

Printed Name/Signature of Contractor Employee

Date

Arnold Roese



July 11, 2018

Printed Name/Signature of Contractor Representative

Date

Attenti US, Inc., Vice President and General Manager

Organization and Title of Contractor Representative

APPENDIX I REFERENCES

- White House Memo entitled "Designation and Sharing of Controlled Unclassified Information (CUI)", May 9, 2008
- [CJIS RA] *CJIS Security Policy Risk Assessment Report*; August 2008; For Official Use Only; Prepared by: Noblis; Prepared for: U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, 1000 Custer Hollow Road, Clarksburg, WV 26306
- [FBI SA 8/2006] *Federal Bureau of Investigation, Criminal Justice Information Services, Security Addendum*; 8/2006; Assistant Director, Criminal Justice Information Services, FBI, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306
- [FISMA] *Federal Information Security Management Act of 2002*; House of Representatives Bill 2458, Title III–Information Security
- [FIPS 199] *Standards for Security Categorization of Federal Information and Information Systems*; Federal Information Processing Standards Publication, FIPS PUB 199; February 2004
- [FIPS 200] *Minimum Security Requirements for Federal Information and Information Systems*; Federal Information Processing Standards Publication, FIPS PUB 200; March 2006
- [FIPS 201] *Personal Identity Verification for Federal Employees and Contractors*; Federal Information Processing Standards Publication, FIPS PUB 201-1
- [NIST SP 800–14] *Generally Accepted Principles and Practices for Securing Information Technology Systems*; NIST Special Publication 800–14
- [NIST SP 800–25] *Federal Agency Use of Public Key Technology for Digital Signatures and Authentication*; NIST Special Publication 800–25
- [NIST SP 800–30] *Risk Management Guide for Information Technology Systems*; NIST Special Publication 800–36
- [NIST SP 800–32] *Introduction to Public Key Technology and the Federal PKI Infrastructure*; NIST Special Publication 800–32
- [NIST SP 800–34] *Contingency Planning Guide for Information Technology Systems*; NIST Special Publication 800–34
- [NIST SP 800–35] *Guide to Information Technology Security Services*; NIST Special Publication 800–35
- [NIST SP 800–36] *Guide to Selecting Information Technology Security Products*; NIST Special Publication 800–36
- [NIST SP 800–39] *Managing Risk from Information Systems, An Organizational Perspective*; NIST Special Publication 800–39
- [NIST SP 800–40] *Procedures for Handling Security Patches*; NIST Special Publication 800–40
- [NIST SP 800–44] *Guidelines on Securing Public Web Servers*; NIST Special Publication 800–44

- [NIST SP 800-45] *Guidelines on Electronic Mail Security*; NIST Special Publication 800-45, Version 2
- [NIST SP 800-46] *Security for Telecommuting and Broadband Communications*; NIST Special Publication 800-46
- [NIST SP 800-48] *Wireless Network Security: 802.11, Bluetooth, and Handheld Devices*; NIST Special Publication 800-48
- [NIST SP 800-52] *Guidelines on the Selection and Use of Transport Layer Security*; NIST Special Publication 800-52
- [NIST SP 800-53] *Recommended Security Controls for Federal Information Systems*; NIST Special Publication 800-53, Revision 2
- [NIST SP 800-53A] *Guide for Assessing the Security Controls in Federal Information Systems, Building Effective Security Assessment Plans*; NIST Special Publication 800-53A
- [NIST SP 800-58] *Security Considerations for Voice over IP Systems*; NIST Special Publication 800-58
- [NIST SP 800-60] *Guide for Mapping Types of Information and Information Systems to Security Categories*; NIST Special Publication 800-60, Revision 1, DRAFT
- [NIST SP 800-63-1] *Electronic Authentication Guideline*; NIST Special Publication 800-63-1; DRAFT
- [NIST SP 800-64] NIST Special Publication 800-64
- [NIST SP 800-66] *An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA)*; NIST Special Publication 800-66
- [NIST SP 800-68] *Guidance for Securing Microsoft Windows XP Systems for IT Professionals: A NIST Security Configuration Checklist*; NIST Special Publication 800-68
- [NIST SP 800-70] *Security Configuration Checklists Program for IT Products*; NIST Special Publication 800-70
- [NIST SP 800-72] *Guidelines on PDA Forensics*; NIST Special Publication 800-72
- [NIST SP 800-73] *Integrated Circuit Card for Personal Identification Verification*; NIST Special Publication 800-73; Revision 1
- [NIST SP 800-76] *Biometric Data Specification for Personal Identity Verification*; NIST Special Publication 800-76
- [NIST SP 800-77] *Guide to IPSec VPNs*; NIST Special Publication 800-77
- [NIST SP 800-78] *Cryptographic Algorithms and Key Sizes for Personal Identity Verification*; NIST Special Publication 800-78
- [NIST SP 800-81] *Secure Domain Name System (DNS) Deployment Guide*; NIST Special Publication 800-81
- [NIST SP 800-84] *Guide to Test, Training, and Exercise Programs for IT Plans and Capabilities*; NIST Special Publication 800-84

- [NIST SP 800-86] *Guide to Integrating Forensic Techniques into Incident Response*; NIST Special Publication 800-86
- [NIST SP 800-87] *Codes for the Identification of Federal and Federally Assisted Agencies*; NIST Special Publication 800-87
- [NIST SP 800-96] *PIV Card / Reader Interoperability Guidelines*; NIST Special Publication 800-96
- [NIST SP 800-97] *Guide to IEEE 802.11i: Robust Security Networks*; NIST Special Publication 800-97
- [NIST SP 800-121] *Guide to Bluetooth Security*, NIST Special Publication 800-121
- [NIST SP 800-124] *Guidelines on Cell Phone and PDA Security*, NIST Special Publication 800-124
- [NIST SP 800-144] *Guidelines on Security and Privacy in Public Cloud Computing*; NIST Special Publication 800-144
- [NIST SP 800-145] *The NIST Definition of Cloud Computing*; NIST Special Publication 800-145
- [NIST SP 800-146] *Cloud Computing Synopsis and Recommendations*; NIST Special Publication 800-146
- [OMB A-130] *Management of Federal Information Resources*; Circular No. A-130; Revised; February 8, 1996
- [OMB M-04-04] *E-Authentication Guidance for Federal Agencies*; OMB Memo 04-04; December 16, 2003
- [OMB M-06-15] *Safeguarding Personally Identifiable Information*; OMB Memo 06-15; May 22, 2006
- [OMB M-06-16] *Protection of Sensitive Agency Information*; OMB Memo 06-16; June 23, 2006
- [OMB M-06-19] *Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments*; OMB Memo 06-19; July 12, 2006
- [OMB M-07-16] *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; OMB Memo 07-16; May 22, 2007
- [Surviving Security] *Surviving Security: How to Integrate People, Process, and Technology*; Second Edition; 2004
- [USC Title 5, Section 552] *Public information; agency rules, opinions, orders, records, and proceedings*; United States Code, Title 5 - Government Agency and Employees, Part I - The Agencies Generally, Chapter 5 - Administrative Procedure, Subchapter II - Administrative Procedure, Section 552. Public information; agency rules, opinions, orders, records, and proceedings
- [USC Title 44, Section 3506] *Federal Information Policy*; 01/02/2006; United States Code, Title 44 - Public Printing and Documents; Chapter 35 - Coordination of Federal Information Policy; Subchapter I - Federal Information Policy, Section 3506

APPENDIX J NONCRIMINAL JUSTICE AGENCY SUPPLEMENTAL GUIDANCE

This supplemental guidance for noncriminal justice agencies (NCJA) is provided specifically for those whose only access to FBI CJI is authorized by legislative enactment or federal executive order to request civil fingerprint-based background checks for licensing, employment, or other noncriminal justice purposes, via their State Identification Bureau and/or Channeling agency. This guidance does not apply to criminal justice agencies covered under an active user agreement with the FBI CJIS Division for direct connectivity to the FBI CJIS Division via the FBI CJIS Wide Area Network. Examples of the target audience for this supplemental guidance include school boards, banks, medical boards, gaming commissions, alcohol and tobacco control boards, social services agencies, pharmacy boards, etc. The information below identifies the sections of the CJIS Security Policy most closely related to the NCJA's limited scope of interaction with CJI.

1. The following CJIS Security Policy sections comprise the minimum standard requirements in all situations:
 - a. 3.2.9 – Local Agency Security Officer (LASO)
 - b. 5.1.1.6 – Agency User Agreements
 - c. 5.1.1.7 – Outsourcing Standards for Channelers*
 - d. 5.1.3 – Secondary Dissemination
 - e. 5.2.1.1 – All Personnel (Security Awareness Training)
 - f. 5.3 – Incident Response
 - g. 5.4 – Auditing and Accountability
 - h. 5.8 – Media Protection
 - i. 5.9.2 – Controlled Area
 - j. 5.11 – Formal Audits **
 - k. 5.12 – Personnel Security***

* Note: Outsourcing Standard applies when contracting with channeling or outsourcing agency.

**Note: States shall periodically conduct audits of NCJAs. The FBI CJIS Division shall triennially conduct audits of a sampling of NCJAs.

*** Note: See the National Crime Prevention and Privacy Compact Council's Outsourcing Standard for Contractor background check requirements.

2. Agencies located within states having passed legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to criminal history record information for the purposes of licensing or employment shall follow the guidance in Section 5.12. Agencies located within states without this authorization or

requirement are exempted from the fingerprint-based background check requirement until such time as appropriate legislation has been written into law.

3. When receiving CJI via encrypted e-mail or downloading from a web-site and subsequently storing the information as an encrypted electronic image Authorized Recipients should, in addition to all of the aforementioned sections, focus on compliance with policy sections:
 - a. 5.5.2.4 – Access Control – Encryption
 - b. 5.6 – Identification and Authentication (web-site access)
 - c. 5.10.1.2 – System and Communications Protection – Encryption
4. When receiving CJI via e-mail or retrieving CJI from a website and subsequently storing the CJI electronically, Authorized Recipients should, in addition to 1.a–1.k above, focus on compliance with policy sections:
 - a. 5.5.2.4 – Access Control – Encryption
 - b. 5.6 – Identification and Authentication
 - c. 5.7 – Configuration Management
 - d. 5.10 – System and Communications Protection and Information Integrity
5. If an NCJA further disseminates CJI via encrypted e-mail to Authorized Recipients, located outside the NCJA's designated controlled area, the NCJA should, in addition to 1.a–3.c above, focus on compliance with policy sections:
 - a. 5.7 – Configuration Management
 - b. 5.10 – System and Communications Protection and Information Integrity
6. If an NCJA further disseminates CJI via secure website posting to Authorized Recipients, located outside the NCJA's designated controlled area, the NCJA should focus on all sections outlined in 1.a–4.d above.

APPENDIX K CRIMINAL JUSTICE AGENCY SUPPLEMENTAL GUIDANCE

This supplemental guidance is directed toward those criminal justice agencies that have historically not been subject to audit under the CJIS Security Policy guidelines. The target audience typically gains access to CJI via fax, hardcopy distribution or voice calls; does not have the capability to query state or national databases for criminal justice information; and, may have been assigned an originating agency identifier (ORI) but is dependent on other agencies to run queries on their behalf. This guidance does not apply to criminal justice agencies covered under an active information exchange agreement with another agency for direct or indirect connectivity to the state CSA – in other words those agencies traditionally identified as “terminal agencies”. The information below identifies the sections of the CJIS Security Policy the target audience will most often encounter:

1. The following CJIS Security Policy sections comprise the minimum standard requirements in all situations:
 - a. 3.2.9 – Local Agency Security Officer (LASO)
 - b. 5.1.1.3 – Criminal Justice Agency User Agreements
 - c. 5.1.3 – Secondary Dissemination
 - d. 5.2.1.1 – Security Awareness Training
 - e. 5.3 – Incident Response
 - f. 5.4.6 – Audit Record Retention
 - g. 5.8 – Media Protection
 - h. 5.9 – Physical Security
 - i. 5.10.2 – Facsimile Transmission of CJI
 - j. 5.11 – Formal Audits*
 - k. 5.12 – Personnel Security

*Note: States shall triennially audit all CJAs

2. When receiving CJI via encrypted e-mail or downloading from a web-site and subsequently storing the information as an encrypted electronic image Authorized Recipients should, in addition to all of the aforementioned sections, focus on complying with policy sections:
 - a. 5.5.2.4 – Access Control – Encryption
 - b. 5.6 – Identification and Authentication
 - c. 5.10.1.2 – System and Communications Protection – Encryption

3. When receiving CJI via e-mail or retrieving CJI from a website and subsequently storing the CJI electronically, Authorized Recipients should, in addition to 1.a–1.k above, focus on complying with policy sections:
 - a. 5.5.2.4 – Access Control – Encryption
 - b. 5.6 – Identification and Authentication
 - c. 5.7 – Configuration Management
 - d. 5.10 – System and Communications Protection and Information Integrity

Contract No. 1515-15006A
Electronic Monitoring Services
Category 1 - RF

EXHIBIT 8

Identification of Subcontractor/Supplier/Subconsultant Form (ISF)

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

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

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


Bid/RFP/RFQ No.: 1515-15006A	Date: September 1, 2018
Total Bid or Proposal Amount: \$14,260,821.25	Contract Title: Professional Services Agreement
Contractor: Atteniti US, Inc.	Subcontractor/Supplier/ Subconsultant to be: AllPoints Security and Detective, Inc. added or substitute:
Authorized Contact for Contractor: Arnold Roese	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sharon Benson
Email Address (Contractor): aroese@attentigroup.com	Email Address (Subcontractor): mail@allpointssecurityinc.com
Company Address (Contractor): 1838 Gunn Highway	Company Address (Subcontractor): 2112 E. 71st Street
City, State and Zip (Contractor): Odessa, FL 33558	City, State and Zip (Subcontractor): Chicago, IL 60649
Telephone and Fax (Contractor): T: 813-749-5454; F: 813-749-5474	Telephone and Fax (Subcontractor): T: 773-955-8700; F: 773-667-9268
Estimated Start and Completion Dates 1/28/2019 - 1/27/2022 9/1/2018 through 8/31/2021 (13)	Estimated Start and Completion Dates 1/28/2019 - 1/27/2022 9/1/2018 through 8/31/2021 (13)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Services for the Retrieval/Repair/Replacement of Cook County Electronic Monitoring	\$1,711,298.55

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.

Atteniti US, Inc.

Contractor
 Arnold Roese
 Name
 Vice President and General Manager
 Title

 Prime Contractor Signature
 Date: July 10, 2018

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

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

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

Bid/RFP/RFQ No.: 1515-15006A	Date: September 1, 2018
Total Bid or Proposal Amount: \$14,260,821.25	Contract Title: Professional Services Agreement
Contractor: Attenti US, Inc.	Subcontractor/Supplier/ Subconsultant to be Protocol added or substitute:
Authorized Contact for Contractor: Arnold Roese, VP& Gen. Mgr.	Authorized Contact for Subcontractor/Supplier/ Henry Conforti, VP of Operations Subconsultant:
Email Address (Contractor): aroese@attentigroup.com	Email Address (Subcontractor): henry.conforti@bl.com
Company Address (Contractor): 1838 Gunn Highway	Company Address (Subcontractor): 1000 Corporate Blvd.
City, State and Zip (Contractor): Odessa, FL 33556	City, State and Zip (Subcontractor): Aurora, IL 60505
Telephone and Fax (Contractor): T: 813-749-5454; F: 813-749-5474	Telephone and Fax (Subcontractor): T: 630-820-5021; F: 630-820-7065
Estimated Start and Completion Dates 1/28/2019 - 1/27/2022 9/1/2018 through 8/31/2021 MS	Estimated Start and Completion Dates 1/28/2019 - 1/27/2022 9/1/2018 through 8/31/2021 MS

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Monitoring Center Services	\$3,748,680

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.

Attenti US, Inc.

Contractor

Arnold Roese

Name

Vice President and General Manager

Title

Prime Contractor Signature

July 10, 2018

Date

Contract No. 1515-15006A
Electronic Monitoring Services
Category 1 - RF

EXHIBIT 9

Economic Disclosure Statement (EDS)

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

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

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

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

Yes: ☐ No: ☒

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

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

Yes: ☐ No: ☒

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Attenti US, Inc.

D/B/A: _____ FEIN # Only: 13-4088052

Street Address: 1838 Gunn Highway

City: Odessa State: FL Zip Code: 33556

Phone No.: 813-749-5454 Fax Number: 813-749-5474 Email: aroese@attentigroup.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Attenti Electronic Monitoring, LTD	2 Habarzel St., Tel Aviv, Israel 61131	81.9%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Attenti Electronic Monitoring, LTD	2 Habarzel St., Tel Aviv, Israel 61131	81.9%	Immediate Owner

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
Please see attached list			

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.

ATTENTI ELECTRONIC MONITORING US, INC.

**Unanimous Written Consent
Of the Board of Directors**

November 15th, 2018

The undersigned, being all the members of the Board of Directors of Attenti Electronic Monitoring US, Inc., a Delaware corporation (the "Company"), acting pursuant to Section 141(f) of the General Corporation Law of the state of Delaware, do hereby adopt the following resolutions in writing in lieu of a meeting:

Appointment of Officers

WHEREAS, Michael Gellert and David Segal have resigned as officers of the Company;

NOW, THEREFORE, BE IT RESOLVED, that Christine A. Gregoire-Kavanaugh is hereby appointed to serve as officer of the Company (having the title set forth in the table below), until her successor shall have been duly elected and shall have qualified or until the earlier of her death, resignation or removal;

AND FURTHER RESOLVED, for convenience and clarity, as of the date hereof, the following are the officers of the Company:

<u>Name</u>	<u>Title</u>
Marty Guinoo	President and Secretary
Eyal Sharoni	CFO & Treasurer
Arnold Kenneth Roesch	Vice President and General Manager
Christine A. Gregoire-Kavanaugh	Financial Controller
Brett Nixon	Monitoring Center Director
Christopher Elton	Marketing Director

**Resolution Authorizing Officers to
Manage Day-to-Day Business Operations**

WHEREAS, in order to properly manage the day-to-day business operations of the Company, officers of the Company are required from time to time to affix the signature of the

Company to agreements, leases, obligations, certificates and other papers and instruments in writing; and

WHEREAS, it is in the best interests of the Company to designate officers of the Company who shall be empowered to authorize the execution of such written instruments and to take any and all such action as necessary or advisable in conducting the business, operations, and affairs of the Company as generally pertain to their respective offices;

NOW, THEREFORE, BE IT RESOLVED, that the individuals listed in Schedule A, their respective successors as elected by this Board of Directors, and such other persons as may be designated by any one of the foregoing named officers, shall be and each hereby is authorized to affix the signature of the Company to such agreements, leases, obligations, certificates, and other papers and instruments in writing which each may deem reasonably necessary to properly manage the regular day-to-day business operations of the Company, including taking any and all such action as necessary or advisable in conducting the business, operations, and affairs of the Company as generally pertain to their respective offices, all subject to the limitations set forth on Schedule A;

AND FURTHER RESOLVED, that except as set forth on Schedule A, no other person shall have the right to execute on behalf of the Company any agreements, leases, obligations, certificates, and other papers and instruments unless expressly authorized by the Board of Directors or another officer with the right to so execute such documents.

The actions taken by this written consent shall have the same force and effect as if taken at a meeting of the Board of Directors of the Company duly called and constituted pursuant to the laws of the State of Delaware and the Company's certificate of incorporation and bylaws.

This written consent may be executed in one or more counterparts each of which shall be deemed an original for all purposes, and together shall constitute one and the same consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.



Arnold Kenneth Reese



Eyal Sharoni



Marty Guinoo

[Signature Page to Written Consent of Directors of Attenti Electronic Monitoring US, Inc.]

Schedule A

Any agreements, leases, obligations, certificates, instruments, documents, payment or other authorizations involving amounts up to \$1,000,000 shall require the signature of any two officers of the Company.

Any agreements, leases, obligations, certificates, instruments, documents, payment or other authorizations involving amounts up to \$4,000,000 shall require the signature of Eyal Sharoni and Arnold Kenneth Roese in their capacities as officers.

Any agreements, leases, obligations, certificates, instruments, documents, payment or other authorizations involving amounts in excess of \$4,000,000 shall require approval of the board and subject to approval of the board of Alligator Holdco, Ltd.

Notwithstanding the foregoing, Marty Guinoo may sign (alone) all agreements, leases, obligations, certificates, instruments, documents, payment or other authorizations to the extent not contrary to any resolution of the board of the Company or the board of Alligator Holdco, Ltd.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Arnold Roese

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

Arnold Roese

Signature

aroese@attentigroup.com

E-mail address

Vice President

Title

2/22/18

Date

651-592-6922

Phone Number

Subscribed/to and sworn before me
this *22nd* day of *February* 20*18*

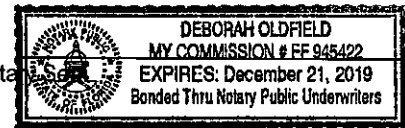
X

Deborah Oldfield

Notary Public Signature

My commission expires: *12/21/2019*

Notary



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Attenti Electronic Monitoring, LTD

D/B/A: _____ FEIN # Only: 51-195144-4

Street Address: 2 Habarzel St.

City: Tel Aviv State: Israel Zip Code: 61131

Phone No.: 813-749-5454 Fax Number: 813-749-5474 Email: aroese@attentigroup.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Limited Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

No person has a legal or beneficial interest of more than five (5%) in the Applicant/Holder.

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☒] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

Please see attached list

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.

ATTENTI US, INC.

Written Consent of Directors
In Lieu of Meeting of the Board

October 27, 2017

The undersigned, being all the members of the board of directors of Attenti US, Inc. (the "Company"), acting pursuant to the Delaware General Corporation Act, do hereby consent to the adoption of the following recitals and resolutions and the actions set forth herein and further directs that this consent (the "Consent"), be filed with the minutes of the proceedings of the meetings of the boards.

WHEREAS, the Company changed its name from "3M Electronic Monitoring, Inc." to "Attenti Electronic Monitoring, Inc." on October 16, 2017 and from "Attenti Electronic Monitoring, Inc." to "Attenti US, Inc." on October 27, 2017.

RESOLVED, for convenience and clarity, as of the date hereof, the following are the officers of the Company:

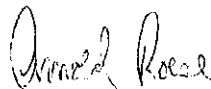
<u>Name</u>	<u>Title</u>
Marty Guinoo	President and Secretary
Eyal Sharoni	CFO & Treasurer
Arnold Kenneth Roese	Vice President
Bret Nixon	Vice President
Sam Legvold	Business Manager
David Segal	Vice President Engineering Software

RESOLVED, that all actions taken by the Board and the Authorized Officers prior to the date of this Consent which are within the authority conferred hereby are hereby in all respects authorized, ratified, confirmed and approved.

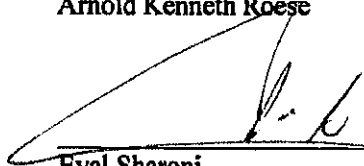
The action taken by the execution of this Consent shall have the same force and effect as if taken at a meeting of the Board and pursuant to the Company's Bylaws.

This consent may be executed in counterparts and by facsimile or electronically transmitted signature, each of which shall be deemed an original all of which together shall constitute one and the same instrument.

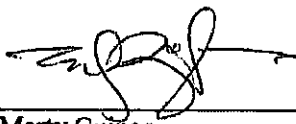
IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.



Arnold Kenneth Roese



Eyal Sharoni



Marty Guinoo

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Arnold Roese

Vice President

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

Title

Arnold Roese

2/22/18

Signature

Date

aroese@attentigroup.com

651-592-6922

E-mail address

Phone Number

Subscribed to and sworn before me
this 22 day of February 2018

My commission expires: 12/21/2019

x *Deborah Oldfield*
Notary Public Signature

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: Attenti US, Inc.

Address of Person Doing Business with the County: 1838 Gunn Highway, Odessa, FL 33556

Phone number of Person Doing Business with the County: 651-592-6922

Email address of Person Doing Business with the County: aroese@attentigroup.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Arnold Roese, Vice President, Attenti US, Inc., Phone: 651-592-6922; Email: aroese@attentigroup.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1515-15006

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 14,260,821.25

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

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: Delores Johnson and John Webb

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*
N/A			

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*
---	--	--	-------------------------------------

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*
---	--	--	-------------------------------------

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*
---	--	--	-------------------------------------

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.

Signature of Recipient Arnold Roese, Vice President

Date 2/22/18

SUBMIT COMPLETED FORM TO:

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 1515-15006

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Attenti US, Inc.

Substantial Owner Complete Name: _____

FEIN# 13-4088052

Date of Birth: _____

E-mail address: aroese@attentigroup.com

Street Address: 1838 Gunn Highway

City: Odessa

State: FL

Zip: 33556

Home Phone: () _____

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 or 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: _____

Date: 2/22/18

Name of Person signing (Print): Arnold Rouse

Title: Vice President

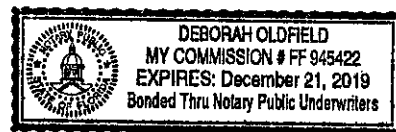
Subscribed and sworn to before me this 22nd day of February, 2018

x

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 1515-15006

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Attenti Electronic Monitoring, LTD

Substantial Owner Complete Name: _____

FEIN# 51-195144-4

Date of Birth: _____ E-mail address: aroese@attentigroup.com

Street Address: 2 Habarzel St.

City: Tel Aviv State: Israel Zip: 61131

Home Phone: () _____

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: Arnold Roese Date: 2/23/18

Name of Person signing (Print): Arnold Roese Title: Vice President

Subscribed and sworn to before me this 23rd day of February, 2018

X Gina Blacato 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 PAGES OF EDS

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

Attenti US, Inc.

Corporation's Name

651-592- 6922

Telephone

Secretary Signature

Arnold Roese **Arnold Roese**

President's Printed Name and Signature

aroese@attentigroup.com

Email

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 Signature

Date

Assumed Name (if applicable)

Telephone and Email

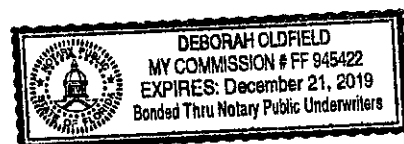
Subscribed and sworn to before me this
22nd day of February, 2018.

Notary Public Signature

My commission expires: 12/21/2019

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 28th DAY OF January, 2019

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

CONTRACT TERM & AMOUNT

1515-15006A

CONTRACT #

January 28, 2019 - January 27, 2022

Two (2) one-year renewal options

ORIGINAL CONTRACT TERM

RENEWAL OPTIONS (If Applicable)

\$14,260,821.25

CONTRACT AMOUNT

January 24, 2019

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JAN 24 2019