

PROFESSIONAL SERVICES AGREEMENT

**ONBASE ENTERPRISE CONTENT MANAGEMENT SYSTEM
FOR ANIMAL CONTROL RABIES TAG CERTIFICATION
AND INTEGRATED REVENUE**

BETWEEN



COUNTY OF COOK

AND

HYLAND SOFTWARE, INC.

CONTRACT NO. 1618-15637

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 05 2016

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 2 Master Software License and Support Agreement
- Exhibit 3 Cook County Information Technology Special Conditions
- Exhibit 4 Minority and Women Owned Business Enterprise Commitment
- Exhibit 5 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 6 Evidence of Insurance
- Exhibit 7 Board Authorization
- Exhibit 8 Travel and Expense Policy
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AGREEMENT

This Agreement is made and entered into effective as of October 12, 2016, 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 Hyland Software, Inc., doing business as a corporation of the State of Ohio hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 5, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the State of Ohio, Department of Administrative Services issued a Request for Proposals for a document management solution and associated services and the Consultant was identified as one of several qualified consultants to provide the solution and services; and

Whereas, the State of Ohio, Department of Administrative Services entered into a contract (State of Ohio Contract No. 0A1127) on January 13, 2015 for the provision of software licenses and professional services, a copy of which is available in the Office of Chief Procurement's Office; and

Whereas, the County wishes to leverage the procurement efforts of the State of Ohio; and

Whereas, the County desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County the professional services as set forth in Exhibit 1, Statement of Work; and

Whereas, the Consultant is ready, willing and able to deliver the professional services set forth in Exhibit 1, Statement of Work, with the pricing and payment terms contained therein, which are equivalent to or more favorable to the county than those contained in State of Ohio Contract No. 0A1127, as amended.; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree that the information set forth above is incorporated by reference herein.

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. Capitalized words or phrases used herein and not defined in this Agreement shall have the meanings given to them in the Master Software License and Support Agreement, attached hereto as Exhibit 2.

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

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Consultant, working either alone or in conjunction with others, in the performance of this Agreement or any Statement of Work.

"Master License Agreement" means the Master Software License and Support Agreement, attached hereto as Exhibit 2.

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

"**Statement of Work**" means a written proposal, which sets forth Services that Consultant will provide to the County, and which is signed by the County and Consultant.

"**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.

"**Work Products**" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Consultant, working either alone or in conjunction with others, in the performance of services under this Agreement or any Statement of Work.

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	First Statement of Work and Schedule of Compensation
Exhibit 2	Master Software License and Support Agreement
Exhibit 3	Cook County Information Technology Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization
Exhibit 8	Travel and Expense Policy
Exhibit 9	Economic Disclosure Statement

d) Order of Precedence

The Contract documents, which are comprised of this Professional Services Agreement and all of its Exhibits, are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the documents specified in subsection c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control unless the text of another document explicitly provides that it applies notwithstanding the terms of the Professional Services Agreement.

This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	First Statement of Work and Schedule of Compensation
Exhibit 2	Master Software License and Support Agreement
Exhibit 3	Cook County Information Technology Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This Agreement contemplates the possible adoption of multiple Statements of Work. Consultant will provide Services as mutually agreed under each Statement of Work. Each mutually agreed upon Statement of Work is incorporated herein by this reference as if fully rewritten herein. Consultant will provide the Services described in any mutually agreed

upon. Statement of Work at a time and on a schedule that is mutually agreed upon by the parties. Any Statement of Work beyond the First Statement of Work must be approved in accordance with the amendment process set forth in Article 10. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide under the First Statement of Work are described in Exhibit 1, First Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here. Consultant or County may, at any time, reasonably request a change to any Statement of Work. Any requested change must be approved in accordance with the amendment process set forth in Article 10. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Statement of Work, either party may terminate such Statement of Work upon not less than thirty (30) days advance written notice to the other party.

b) Deliverables

In carrying out its Services, Consultant may prepare or provide to the County various deliverables, including Work Products, written reviews, recommendations, reports and analyses, produced by Consultant for the County. Consultant and its suppliers own Innovations and Work Products including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Work Products are licensed to the County under and pursuant to the Master License Agreement, and no ownership rights in the Work Products are transferred to County. County agrees to take reasonable steps to protect all Innovations and Work Products, and any related Documentation, delivered by Consultant to County under this Agreement or any Statement of Work from unauthorized copying or use. County agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Work Products, except for the limited express rights granted in the Master License Agreement. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

c) Standard of Performance

As used herein, "completion of Services" refers to the date on which Consultant (a) performs a Service or (b) delivers finished Work Product as part of a Service, to the County. For a period of ninety (90) days from the date of completion of Services, Consultant warrants to County that such services have been performed 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's sole obligation, and County's sole and exclusive remedy for any non-conformities to this express limited warranty shall be as follows: provided that, within the applicable 90-day period, County notifies Consultant in writing of the non-conformity, Consultant will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Consultant is unable to correct

such non-conformity(ies) after a reasonable period of time, County's sole and exclusive remedy shall be to terminate the Statement of Work, or any portion thereof, under which the non-conforming Services have been performed, in which event Consultant will refund to County any portion of the services fees under such Statement of Work relating to such non-conforming Services paid prior to the time of such termination. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Consultant, incorrect data or incorrect procedures used or provided by County or a third party or failure of County to perform and fulfill its obligations in connection with the project covered by this Agreement or the applicable Statement of Work.

EXCEPT FOR THE WARRANTIES PROVIDED BY CONSULTANT AS EXPRESSLY SET FORTH IN THIS SECTION 3c, CONSULTANT AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK. CONSULTANT AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CONSULTANT AND ITS SUPPLIERS DO NOT WARRANT THAT ANY SERVICES OR WORK PRODUCTS PROVIDED WILL SATISFY COUNTY'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. CONSULTANT DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

No oral or written information given by Consultant, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Consultant by a corporate officer.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed Statement of Work, assign and maintain during the term of such Statement of Work and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. If the County at any time is dissatisfied with the personnel performing Services, Hyland agrees to cooperate reasonably

with the County to identify alternate personnel to be used to perform the Services. The parties agree to attempt to address personnel issues in a manner that will not affect pending Services; however, the County acknowledges and agrees that if it insists upon the replacement of personnel, Services may be delayed and costs may increase.

ii) **Key Personnel**

Consultant will use commercially reasonable efforts to not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. In the event that Key Personnel is reassigned during the course of performance of Services Consultant shall notify County of the reassignment and County shall provide approval, which approval shall not be unreasonably withheld, to Consultant of the newly assigned Key Personnel; provided, however that if County does not provide Consultant with approval then Consultant's ability to perform the Services under this Agreement and meet any mutually agreed upon schedule may be adversely affected. Nothing in this Key Personnel provision is intended or shall be construed so as to require Consultant to employ or terminate the employment of any person, but is intended to ensure that County receives quality and timely Services. Notwithstanding anything to the contrary, the rights granted to County herein will not diminish Consultant's general right to reassign personnel, provided that such reassignment is done in accordance with this provision. "Key Personnel" means those job titles and the persons assigned to those positions as mutually agreed upon by the parties.

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 4. 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**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Consultant shall include in any subcontract a requirement that Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2). (3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be an additional insured.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Consultant shall include in any subcontract a requirement that Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained for the reproduction of such records.

Additional Requirements

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) Hyland will provide prompt written notice to the County in the event that coverage is substantially changed, cancelled or not renewed. All deductibles

or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Consultant shall include in any subcontract a requirement that the Subconsultant provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost. The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. Such changes will be binding upon Consultant only by a written amendment to this Agreement signed by the Parties. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the 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 attributable to any third party claims for personal injury or damage to tangible personal property which result from the negligence of Consultant in the performance or nonperformance of Services by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. Third party claims include any claim brought against the County, including by its officers, agents, employees Consultants, subcontractors, licensees or invitees. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant 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 data provided by County to Consultant in the performance of Services shall be the property of the County. It shall be a breach of this Agreement for the Consultant to reproduce or use any such data obtained from the County, whether such reproduction or use is for Consultant's own purposes or for those of any third party

The treatment of confidential information is governed by Exhibit 2, Master Software License and Support Agreement, Section 9 ("Confidential Information").

i) Patents, Copyrights and Licenses

IP indemnification is governed by Exhibit 2, Master Software License and Support Agreement, Section 3.4 ("Infringement Indemnification").

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 this Agreement, have access and the right to examine any books, documents, papers, and other invoices and records of the Consultant related to the Services performed hereunder, or to Consultant's compliance with any term, condition or provision of this Agreement. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that each Subcontractor retained by Consultant agrees to terms consistent with the previous paragraph.

In the event the Contractor receives payment under the Contract, payment for which is later disallowed by the County pursuant to a formal audit, because the Services were not provided or the Deliverables were not delivered, the Contractor shall promptly refund any sums due to the County following the delivery of the audit results to the Contractor. The County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

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 Agreement or Agreement Funds

Once awarded, this Agreement shall not be subcontracted, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement 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 Services under a Statement of Work, 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 Agreement 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 Agreement. Consultant shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

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

"Lobbyist also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant

is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

INTENTIONALLY OMITTED.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and executed by both parties, and its term shall begin on October 12, 2016 ("**Effective Date**") and will continue until October 11, 2019 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 at a time and on a schedule as mutually agreed upon by the parties under each Statement of Work, as the same may be amended.

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. However, if any delays in Services occur as a result of any incorrect information provided by the County, incorrect assumptions included in any Statement of Work, or failure of the County to perform or fulfill its obligations in connection with any Statement of Work, the performance schedule for the applicable project may be affected, and the County will accept reasonable adjustments in the performance schedule. Consultant shall have no liability or responsibility for any costs or expenses resulting from such delays.

c) Agreement Extension Option

The parties may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods, in each case, subject to the execution of a written amendment upon mutually agreeable terms and conditions.

d) Survival

All provisions of this Agreement, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the terms of each Statement of Work.

b) Method of Payment

Consultant shall invoice County for Services provided on a time and materials basis monthly, in arrears, based on the number of Working Hours (as defined below) required to complete the project and the applicable hourly fees; and County shall either pay or dispute in writing each such invoice, net sixty (60) days from the date of County's receipt of such invoice. As used herein, "Working Hour" means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours, and shall include the travel time during which Consultant's resource(s) is required to travel outside of the metropolitan area in which such resource(s) regularly works when not at a third party location; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same metropolitan area will not be included in travel time. Any estimates of fees or Working Hours required to complete the project are provided for convenience only and are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary and does not necessarily reflect the number of hours that will be required to perform such Services. All invoices for services provided on a time and materials basis shall include itemized entries indicating the date or time period in which the services were provided and the amount of time spent performing the services, and a 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. Notwithstanding the foregoing, the attached Exhibit 1 is a fixed fee statement of work, consistent with the reference contract and will be billed accordingly.

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 Agreement price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

In the event of any default by County in the payment of any amounts due which has not been timely disputed in accordance with this section, which default continues unremedied for at

least thirty (30) calendar days after the due date of such payment, Consultant shall have the right to suspend or cease the provision of any services under this Agreement or any Statement of Work unless and until such default has been cured.

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.

When a Consultant receives any payment from the County for any Services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 30 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the Services in accordance with the Agreement 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 Services do not comply with the requirements of the Agreement, 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 the first Statement of Work under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under the first Statement of Work must not exceed \$1,393,330.70 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

INTENTIONALLY OMITTED.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of Services, financial incentives, discounts, value points or other benefits based on the purchase of the Services provided for under this Agreement, 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.

h) Travel Expenses

For any Services for which the County has approved travel by Consultant, County shall be responsible to pay or reimburse Consultant for all customary and reasonable out-of-pocket costs and expenses incurred by Consultant in connection with the performance of such Services (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with the County's applicable internal policy for the reimbursement of costs and expenses to its employees, a copy of which is attached hereto as Exhibit 8 ("County Expense Policy"); provided, however, that the following shall apply: (1) Hyland will not utilize County's Transportation Expense Voucher described in Section III(A) of Cook County Transportation Expense Reimbursement guideline for parking fees, tolls, taxicab, bus fares, etc. as Hyland will submit invoices for reimbursable expenses on a monthly basis; (2) Section I(A)(1) of the Cook County Travel Regulations shall not apply; and (3) Section I(A)(3) of the Cook County Travel Regulations shall not apply. Except as otherwise provided in any applicable Statement of Work, Consultant shall invoice County for all reimbursable costs and expenses on a monthly basis, in arrears; and County shall pay each invoice net sixty (60) days from the date of County's receipt of such invoice.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be submitted to 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. Upon receipt of the decision of the Chief Procurement Officer, either party may submit the matter for resolution to a court of competent jurisdiction, as described in Section 10(d) below, and the decision of such court (subject to appeal through such courts) will be final and binding; provided that the parties agree that dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. The parties may exercise their contractual remedies through a court of competent jurisdiction, if no decision is issued by the Chief Procurement Officer within sixty (60) days following notification to the Chief Procurement Officer of a dispute; provided, that this period shall

be extended to ninety (90) days if, within such 60-day period the Chief Procurement Officer notifies the parties that he or she requires more time to render a decision. 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 Agreement 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) Representations

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

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

b) Limitations of Liability

(i) EXCEPT AS PROVIDED IN SUBSECTION (b)(ii) BELOW, NEITHER PARTY'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED: (1) DURING THE INITIAL THREE YEAR TERM OF THIS AGREEMENT, \$2,800,000.00; AND (2) THEREAFTER, \$500,000.00.

EXCEPT AS PROVIDED IN SUBSECTION (b)(ii) BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF CONSULTANT OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

(ii) Notwithstanding any language contained in Section (b)(i) above, there shall be no limit on liability for (1) either party's breach of the confidentiality provisions of this Agreement, (2) damage to tangible property caused by Consultant, (3) bodily injury or death caused by Consultant, or (4) breach of license or breach of ownership as described under Sections 3.2 and 3.3 of Exhibit 2, Master Software License Services and Support Agreement or Section 3 of this Agreement.

c) Ethics

- i) In addition to the foregoing representations, Consultant represents:
- (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.

d) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one 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 legal entity.

e) 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.

f) 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) 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.

- iv) 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.
- v) 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.

g) 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 either party.

- ii) A party's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Consultant's 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) Consultant's failure to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Failure to comply with Article 7 or Article 13 in the performance of the Agreement.
- iv) 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 a party, at its sole option, to declare the other party in default. The party declaring a default may in its sole discretion give the breaching party an opportunity to cure the default within a certain period of time, which period of time must not exceed 60 days, unless extended by the party declaring the default

The party declaring default will give the other party 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 a Default Notice is given, the party declaring default will also indicate any present intent it 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 party declaring default may give a Default Notice if the other party 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. After giving a Default Notice, the party declaring default may invoke any or all of the following remedies, as applicable:

- i) if the party declaring default is the County, the right to take over and complete the Services, or any part of them, at County's expense, either directly or through others;
- 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 to seek specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to credits or overpayments existing as of the effective time of termination to the extent permitted under Illinois law;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If a party considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. If a party elects not to declare a default, despite one or more events of default, neither party is in any way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does any party 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 a party considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, in its entirety or any portion thereof, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Consultant to such effect. 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 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. County shall compensate Consultant for all Services already performed prior to, and including, the effective date of termination. Payment for any Services actually performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of

compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

d) Suspension

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

To the extent permitted by Illinois state law 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.

To the extent permitted by Illinois state law, 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 Agreement. Likewise, if any delays in Services occur as a result of any incorrect information, incorrect assumptions the failure of the County to perform or fulfill its obligations in connection with any Statement of Work, the performance schedule for the applicable project may be extended. Consultant shall have no liability or responsibility for any costs or expenses resulting from such delays.

g) Prepaid Fees

In the event this Contract is terminated by the County, for cause, and the County has prepaid for any Services, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Services not actually provided as of the effective date of the termination. The refund shall be made within thirty (30) 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 either party, its officials, agents or employees, has induced the other party to enter into this Agreement or has been relied upon by the other party, including any with reference to:

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

iii) **No Omissions**

Each party acknowledges that it 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. Each party did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the party 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) **Agreement Amendments**

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

In the case of Agreement not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Agreement 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 Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement 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 Agreement. Any amendments to this Agreement 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. Agreement Amendments, no Using Agency or employee thereof has authority to make any amendment to this Agreement.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended). The Consultant irrevocably agrees that any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in state and federal courts within the 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 section.

e) Severability

In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

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. Neither party may assign its rights or obligations under this Agreement, in whole or in part, to any

other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld. Consultant shall notify County of any change in ownership or control of Consultant within fourteen (14) days from such change of ownership or control. Such new owner shall reasonably cooperate with County in completing such County procurement forms as may be required by County in connection with such change of ownership or control.

g) Cooperation

If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant shall cooperate reasonably in providing transition services to the County; provided, that, such services shall not be required unless and until the parties enter into a mutually agreeable SOW (or other work agreement which would survive the termination of this Agreement) which will include mutually acceptable terms, provisions and pricing relating to such transition services.

h) Waiver

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

Whenever under this Agreement a party by a proper authority waives the other party's performance in any respect or waives a requirement or condition to either party's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition. Such waivers must be provided 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, subject to agreement by Consultant, purchase Services under this contract, subject further to the mutual execution of a mutually acceptable Statement of Work.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase Services under the same terms and conditions contained in this Agreement (i.e., comparable government procurement). Each entity wishing to reference this Agreement 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 Services ordered by these entities. Each entity reserves the right to determine the amount of Services it wishes to purchase under this Agreement.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Agreement 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 Agreement 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: Bureau of Technology CIO
69 West Washington
Suite 2700
Chicago, Illinois 60602

and

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

If to Consultant Hyland Software, Inc.
28500 Clemens Road
Westlake, Ohio 44145
Attention: General Counsel

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

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.

ARTICLE 13) COUNTY'S OBLIGATIONS

a) Assistance

County agrees that it will (i) cooperate with and assist Consultant in the performance of Services under any Statement of Work, (ii) provide the resources specified in the relevant Statement of Work, and (iii) perform or fulfill all obligations required to be performed or fulfilled by County under the terms of the relevant Statement of Work. County acknowledges that if it fails to provide assistance and perform or fulfill its obligations hereunder and the relevant Statement of Work, Consultant's ability to provide such Services, meet the performance schedule set forth in such Statement of Work and keep services fees reasonably in line with any estimates given in the Statement of Work may be adversely affected. During any period in which Consultant is performing Services hereunder, County shall provide to the

Consultant's project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

b) Third Party Software Rights

Notwithstanding any contrary terms, if County requests Consultant to perform Services on or with respect to any third party software, County represents to Consultant that County has all necessary rights to allow Consultant to do so.

c) Protection of County's Systems.

COUNTY UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 1
First Statement of Work and Schedule of Compensation

Cook County Government



Statement of Work (SOW) for

**Enterprise Content Management System for Animal Control Rabies
Tag Certification and Integrated Revenue**

Contract No.: 1618-15637

Vendor: Hyland Software, Inc.

Exhibit 1 – Statement of Work (SOW)



PROFESSIONAL
SERVICES

Cook County, IL

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INTRODUCTION

The purpose of this document is to define the goals, scope, and important details supporting the delivery of professional services related to one or more projects defined in the Project Areas section. This document is used by Hyland Software to provide services estimates applicable to several projects.

PROPOSAL TERMS & USAGE

Hyland Software, Inc. ("Hyland") is pleased to provide the following estimate for professional services related to the use of the OnBase® Information Management System Software ("Software") for Cook County Government ("County") as shown in the Description of Services section of this document.

This document describes the services offered to County in conjunction with the use of the Software for County and is Exhibit 1 to that certain Professional Services Agreement, dated September, 2016, by and between Hyland and County (the 'PSA').

The Hyland solution delivery team will contact County project team to discuss project logistics and potential start dates. Once a project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

PROJECT OVERVIEW

The Animal Control Rabies Tax Certification and Cook County Revenue Application integration is a Reference Project, based on:

- The PSA, including this Exhibit 1.

PROJECT SCOPE

PROJECT 1 – DEPARTMENT OF REVENUE SOLUTION

Scope

Hyland will provide services to discover and implement a solution for County's revenue department. The solution will provide document ingestion and retrieval through Software and through integration with County's line of business application, Revenue Premier ("RPE"), which shall be provided by Revenue Solutions, Inc. ("RSI"). Hyland will document the requirements of the solution in a Solution Requirements Document. Upon completion of the Solution Requirements Document, Hyland will review the requirements with County and both parties will agree and sign-off on the proposed solution.

Functional Requirements – Revenue

The parties acknowledge and agree that RSI, not Hyland, shall be responsible for fulfilling those requirements for which RSI is designated as the Responsible Party in the column on the right in the table below.

Category	No.	Requirements	Priority	Required	Hyland's Response	Responsible Party
GUI	1.008	The system shall provide the ability to print multiple types of correspondence and related documents, for example, multiple page letters, bills, delinquency letters that include attachments to summarize the liability on the account and payment coupons with a scan line (barcodes).	H	Y	The user interface layer (Revenue Premier) will handle most printing. If users were to separately log into OnBase, printing is possible from within the OnBase interface through native functionality and the user's query results. If it is expected that a barcode is applied to a document at the time of printing, that will require a custom solution, which has not been included in the current scope. Documents with barcodes printed on them by Revenue Premier will either be ingested to OnBase electronically with the appropriate metadata from the integration module, or may be scanned to OnBase and the barcode data will be read	RSI, but users can print from within OnBase

						during scanning by OnBase Bar Code Recognition Server Module.	
GUI	1.009	The system provides the ability to print all correspondence and related documents individually and also for several taxpayers on demand.	H	Y		The user interface layer (Revenue Premier) will handle this function. If users were to separately log into OnBase, printing is possible from within the OnBase interface through native functionality and the user's query results.	RSI, but users can print from within OnBase
GUI	1.010	The system can print all correspondence(s) and related document(s) automatically based on business rules.	H	Y		The user interface layer (Revenue Premier) will handle this function. OnBase Workflow can be configured to perform this function, but it is not included in the scope for the Department of Revenue.	RSI
Online	16.010	Provides the capability for online filers or applicants to attach electronic documents or files to their online filings.	H	Y		Hyland expects that OnBase only communicates with RSI for document storage and retrieval. If a custom portal were required, Hyland expects that portal would be developed by RSI since the portal would communicate with Revenue Premier, which would then communicate with OnBase, where applicable.	RSI
Registrations	2.027	Provides the capability to define the type of relationship and how it may affect document/transaction processing.	H	Y		This functionality is not included in the scope.	RSI
Reporting Documentation	15.001	The system shall have the ability to create a file containing the name, address, identifier number, and any other unique information of	H	Y		This file will come from Revenue Premier since that application is the system of record. There are ways in which OnBase could meet this requirement, but none of those have been included in the current scope for the Department of Revenue.	RSI

				taxpayers to send to a contractor who labels, mails tax notices, and/or other documents.					
Reporting Documentation	15-029		H	Provides for local printing of documents at headquarters and remote locations.		Y		Printing will occur primarily from the user interface layer, which is Revenue Premier. OnBase does have the ability to print documents as long as the printer is mapped to that workstation.	RSI, but users can print from within OnBase
Reporting Documentation	15-030		H	Provides the capability to generate print files of returns, taxpayer bills and other documents that can be sent to third-party printers.		Y		Revenue Premier will perform this function since that application is the system of record and the system responsible for generating the documents sent to the printer. OnBase could meet this requirement, but has not been included in the current scope for the Department of Revenue.	RSI
Reporting Documentation	15-031		H	Provides the capability to include scan lines and bar codes on printed documents.		Y		Revenue Premier will perform this function since that application is the system responsible for generating the documents sent to the printer. OnBase could meet this requirement, but has not been included in the current scope for the Department of Revenue.	RSI
Reporting Documentation	15-032		H	Provides the capability to include sorting marks on printed documents.		Y		Revenue Premier will perform this function since that application is the system responsible for generating the documents sent to the printer. OnBase could meet this requirement, but has not been included in the current scope for the Department of Revenue.	RSI
Reporting Documentation	15-033		H	Provides the capability to attach electronic documents and		Y		Through the integration, OnBase will store documents received by Revenue Premier. Any attachment or association made to data	RSI

		associate them with the specific taxpayer, tax type, license, period, etc.				stored in Revenue Premier will be done by that application and not by OnBase.	
Taxpayer Account	7.001	Provides the capability for users to view complete detail of data captured from returns, payments and other documents received from taxpayers.	H	Y	Hyland can meet this requirement, provided that search occurs within Revenue Premier and that the appropriate metadata is provided to OnBase by Revenue Premier during document archival.	Hyland	
Taxpayer Account	7.003	Provides the capability to search for transactions using transaction data such as transaction number, document locator number, check routing and account number, check number, transaction or payment amount, specific date or range of dates, etc. (ex. Accounts receivable and iNovah information).	H	Y	Hyland can meet this requirement, provided that search occurs within Revenue Premier and that the appropriate metadata is provided to OnBase by Revenue Premier during document archival.	Hyland	
Workflow	11.001	Provides the capability for the Department of Revenue to define and implement workflow functionality for various business processes such as document processing, exception handling, customer service, auditing, collections,	H	Y	The functions described here will happen in the user interface layer, which is Revenue Premier. OnBase Workflow and/or WorkView may be able to assist with these business processes, but none have been included in the current scope for the Department of Revenue.	RSI	



		<p>appeals, refunds and investigations. Note: Workflow functionality will be included in all major business functions and processes. All case activity must be managed by the system. Case activity encompasses all activity occurring on an account by period and may include, for example, the following broad categories: Abatements, compromises, and settlements; Protests with and without payment; Account maintenance; Suspensions; Refunds; Bankruptcy; Litigation; Liability aging, noticing, and collection</p>				
Workflow	11.003	Provides the capability to define error correction and exception handling work processes for all document and transaction processing, including generating	H	O	The functions described here will happen in the user interface layer, which is Revenue Premier. OnBase Workflow and/or WorkView may be able to assist with these business processes, but none have been included in the current scope for the Department of Revenue.	RSI



		<p>letters and notices for appropriate communication with taxpayers (e.g., incomplete returns, deficiency notices, etc.), and providing for appropriate approvals. Work processes must take into account all related transactions to ensure complete and accurate communication with the taxpayer.</p>	H	Y	<p>The functions described here will happen in the user interface layer, which is Revenue Premier. OnBase Workflow and/or WorkView may be able to assist with these business processes, but none have been included in the current scope for the Department of Revenue.</p>	RSI
Workflow	11.023	<p>Provides the capability to notify the appropriate user when correspondence, payments, and any account changes have been received and identified as being relevant to a specific taxpayer.</p>	H	Y	<p>The functions described here will happen in the user interface layer, which is Revenue Premier. OnBase Workflow and/or WorkView may be able to assist with these business processes, but none have been included in the current scope for the Department of Revenue.</p>	RSI

Implementation

The scope of this solution will include the following configuration and functionality:

- a. Hyland will satisfy the Functional Requirements as they are stated in the above table;
- b. Hyland will install one (1) Unity Client Server, one (1) database instance, and one (1) processing server for up to four (4) environments identified as production, test, and two other non-production environments;
- c. Hyland will configure one (1) scan queue to allow users to scan documents directly into Software;
- d. Hyland will configure one (1) custom query to allow users to search for documents stored within Software;
- e. Hyland will install Distributed Disk Services to allow for additional security to be in place to limit user access to County's file server;
- f. Hyland will install and configure Encrypted Disk Groups and Encrypted Keywords to encrypt files stored to the OnBase repository and any alphanumeric metadata that is sensitive;
- g. Hyland will work with the County to encrypt the database at a file level, encrypt the ODBC, and will change the default passwords so that access is made for authorized users only;
- h. Hyland will configure one (1) Directory Import Process ("DrIP") to allow the ingestion of electronic files stored in a Windows folder structure using the folder and file names to index the files upon ingestion;
- i. Hyland will configure EDM Services to allow for revisions and versioning; and
- j. Hyland will configure the appropriate security rights and privileges as identified and defined during the requirements analysis phase and documented within the Solution Requirements Document.

Hyland will implement and perform solution unit testing to test functionality in the agreed upon solution for County in a non-production environment. Hyland will notify County upon completion of Hyland's solution unit testing, Hyland and County shall mutually agree upon the scheduling of a one (1) week period for County to conduct user acceptance testing (the "Revenue Acceptance Testing Period"). During the Revenue Acceptance Testing Period, Hyland will: (i) provide a resource to provide up to twenty-four (24) hours of testing support; and (ii) provide a separate resource to provide up to forty (40) hours of support to create test cases, support County end users in completing the test cases, and work with the Hyland project team to address failures within the testing process.

Hyland will be responsible for conducting the testing, but County and the knowledge workers/end users will be responsible for performing business process testing and confirming the provided solution meets the requirements identified in the Solution Requirements Document.

Hyland will provide training to County's Software administrator throughout the project to allow County's Software administrator the ability to manage the solution after completion of the engagement.

Hyland will provide training to County's tenured staff in the Department of Revenue who are identified as project champions and can serve as a point person to answer business questions about the solution upon completion of the training sessions. This 'Train-the-Trainer' type of training is focused on solution specific training using Software in day to day business processes. Hyland will provide up to eight (8) hours of end user training sessions to County.

Once the 'Train-the-Trainer' activity has completed, Hyland will provide up to thirty-two (32) hours onsite for County go-live support. The go-live support will include the migration of configuration into the two (2) non-production environments and one (1) production environment, and initial support of the solution to end users.

Services

Requirements Analysis, Implementation, Project Management

Deliverables

Solution Requirements Document, Software Solution, Solution Administration Guide, Project Charter, Work Breakdown Structure, Test Case Document

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. The designed solution involves one (1) primary business process, the tax revenue process, for which requirements pertain to;
- b. Initial implementation and unit testing will be performed by Hyland in a non-production environment. Following the Revenue Acceptance Testing Period, Hyland will implement the solution in the production environment;
- c. Following Hyland's implementation of the solution in the production environment, Hyland will migrate the solution to two (2) additional non-production environments for ongoing testing and development needs;
- d. Documents are stored in a consistent hierarchy to be ingested in Software using the Software Directory Import Processor (DrIP) module;
- e. No data clean up, pre-processors, or custom scripting is required to manipulate captured data from the folder hierarchy;
- f. Revenue Solutions, Inc. (RSI), who County has contracted with separately for a tax and revenue application, will be involved throughout the implementation to allow for document ingestion and retrieval through the Revenue Premier integration;
- g. Hyland is not responsible for the deployment/installation of software on end user workstations. Hyland will work with County's System

Administrator to identify requirements, test installation processes, and provide general consulting on the topic. However, it is ultimately County's responsibility to roll-out the software to end user workstations;

- h. Workstation deployment testing, training, and consultation will be provided on up to three (3) workstations;
- i. Hyland is not responsible for the installation and configuration of third party software;
- j. Hyland has estimated up to two (2) trips for Project 1 to County offices in Chicago, IL, and expenses related to such travel will be billed separately as described in the Pricing and Payment section below; and
- k. All travel will be pre-approved in writing by County's Project Manager prior to booking.

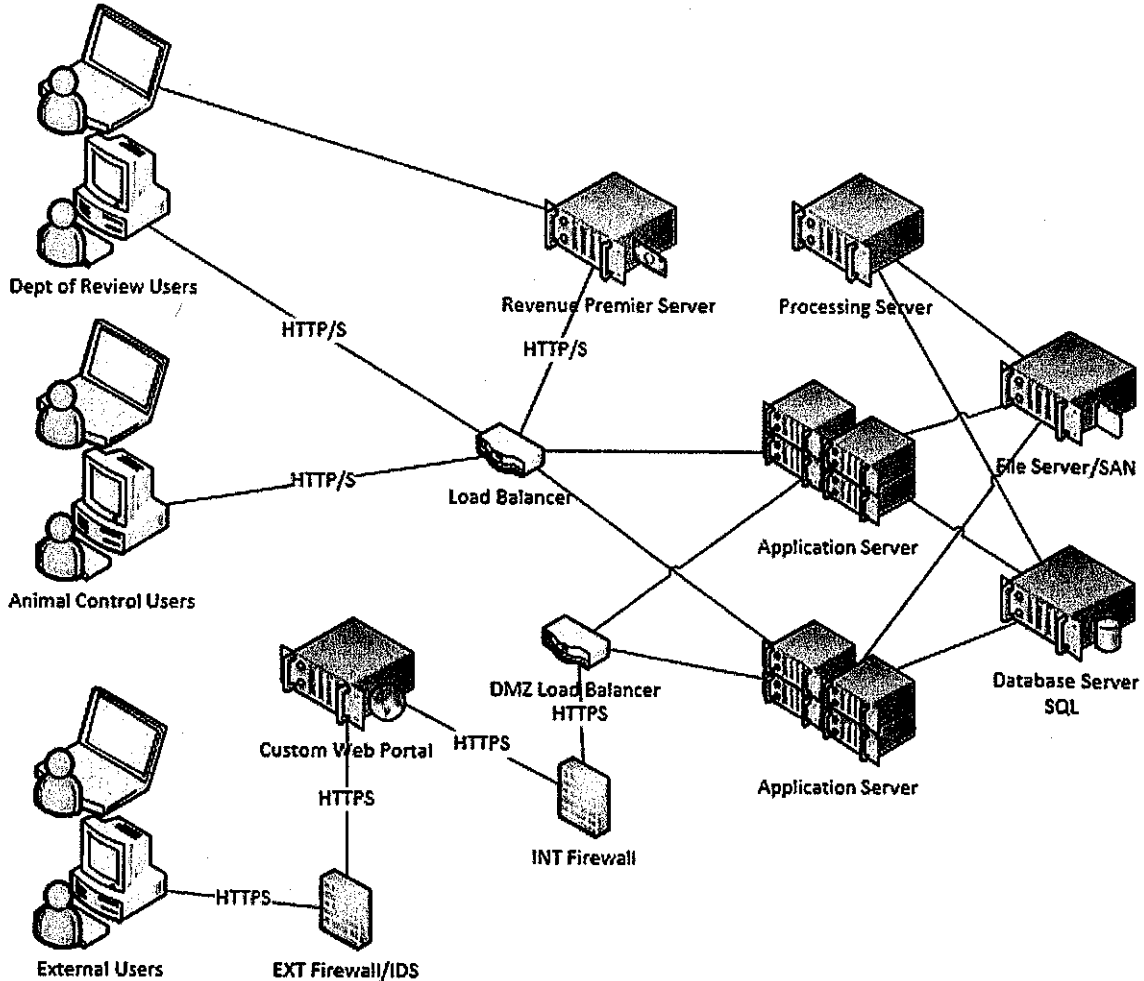
Project Exclusions

The following items are considered out of scope for this engagement:

- a. Software Records Management and/or Document Retention functionality;
- b. User driven workflow processing;
- c. Creation of Custom training documentation;
- d. End user custom training; and
- e. Integration with Microsoft Outlook.

Proposed Architecture

The architecture shown below should not be relied upon except for general purposes, since the solution may dictate variances and there may be changes that come as a result of gathering the detailed solution requirements once the project commences.



The above diagram shows a representation of what the solution might look like. Some components can be combined to save resources if desired by County.

PROJECT 2 – PHASE I - ANIMAL CONTROL DEPARTMENT SOLUTION SET

Scope

Hyland will perform services for the discovery and implementation of a set of solutions for the County's Animal Control Department. This Phase I solution set will include the configuration of modules specific to the Animal Control solution and configuration to meet the Functional Requirements in the table below, which will focus on the following business process areas:

- a. Provider Management
- b. Rabies Registration and Certificate Management
- c. Guard Dog Registration Management
- d. Tag Inventory Management, Credits & Found Tag Management
- e. Insurance Claims Management
- f. Spay and Neutering Program Management
- g. Dog Bite Incident Management
- h. Disease Surveillance Management
- i. Veterinary Services Portal and the API to support the data services to fulfill the business processes described below
- j. Letter generation for the following types of correspondence: Spay and Neuter refund notification, Rabies observation Notice (first day and tenth day exams), NSF Letter, Spay and Neuter letter packet for veterinarian submission, 24 Hour Notice- Owner Dog Bite, and Credit Form and Memo Letter

These solution areas will serve as a replacement for the County's current mainframe application used by the Animal Control Department. It is expected that the solution set will be comprised of a case management application, workflow processing and custom code.

Solution Areas:

Provider Management

The Provider Management portion of the solution will utilize the Software's Case Management functionality for the onboarding and management of veterinary service providers which are licensed. The solution will capture veterinary provider information such as license and demographic information and will track to ensure that licenses are up to date with providers with Software. The solution will provide the AC department with the ability to flag those providers who are either delinquent in their licensure or who are no longer practicing. This will allow for the department to identify potentially fraudulent activities such as requests for rabies tags or submission for rabies certificates by non-licensed parties.

Rabies Registration and Certificate Management

The Rabies Registration and Certificate Management solution will utilize the Software's Case Management functionality for the processing of orders for tags received from veterinarians, clinics and veterinary hospitals (via the Veterinary Services Portal), the issuance of rabies tags to those parties and the tracking of tags.

Orders placed will be routed to a workflow process to be presented to Animal Control (AC) personnel. The order will indicate whether 1 year or 3 year tags are requested. As orders are fulfilled, a record will be created which will capture the requesting party and their contact information, the tags (range of tag numbers) issued to the party and the tag period (1 or 3 years).

Subsequent to this, when a veterinarian is going to issue tags for a pet, a rabies certificate will also be issued which will correspond to the tag. When a certificate has been issued, a record will be created which indicates the provider information, the pet and owner information, the tag information and the length of the certificate (1 or 3 years).

Guard Dog Registration Management

The Guard Dog Registration Management portion of the solution will allow the department to track and manage those businesses and police departments which utilize guard dogs commercially. The Software will allow for information regarding the business, the dog(s) and the rabies information to be captured and monitored so that all information is current. For police, any fees are waived and the solution will allow for these records to be flagged as such.

Tag Inventory Management, Credits & Found Tag Management

This portion of the solution will allow the AC department to manage the tag numbers and inventory of tags supplied to the department by a third party vendor. The solution will allow for reporting of the inventory when designated by the County by allowing the County to update the current count of inventory tags not yet purchased and shipped to providers. The solution will allow for the range of tag numbers to be recorded as they are received from the 3rd party vendor. The solution will also allow department users to flag tags which are potentially lost or damaged within the system which will provide visibility to potentially fraudulent activities from parties attempting to issue flagged tags.

As well, the solution will provide functionality for providers to return unused tags to the department. The provider will submit a request for a credit to the department through the Veterinary Services Portal. This request will be routed to the department which indicates the range of tag numbers being returned. The AC department can then perform a verification to ensure the tags returned are within the group of tags issued to the provider. Once verified, a credit can be issued to the provider. The credit will be issued from the County's financial system and the solution will not interact with that system. The solution will allow the AC department however, to capture a copy of the credit memo and record the credit amount.

Finally, this portion of the solution will also help manage when tags are returned to the department when found by UPS. The AC department will be provided the ability to update tag records to indicate the range of tag numbers of those which are found and returned.

Insurance Claims Management

The solution will allow providers the ability to report lost or damaged tags to the AC department via the Veterinary Services Portal. When a request is received, the AC department will record that a claim is being filed and the details of the claim, a UPS claim form will be filled out (not in the system but can be captured and attached to the record) and sent to UPS. When the AC department receives monies from UPS, the record can be updated by the AC department and the claim can be closed. This claims management is expected to be incorporated into the overall Tag Inventory Management portion of the solution. It is expected that the detailed information gathered and any notes/tasks/status regarding the claim will be manually captured in separate but related records to the tag inventory record.

Spay and Neutering Program Management

The Spay and Neutering Program will allow veterinarian providers with the ability to submit requests via the Veterinary Services Portal to the AC Department for reimbursement of services for the spay and neutering of animals. The request will indicate the owner information, pet information, including tag number, and provider information so that a reimbursement check can be issued to the provider. The request will include required fields and field validation (valid values) to help minimize errors and error checking needed by the AC department. Once the request has been submitted, it will be routed to a workflow so that the AC Department can review the request for accuracy and then put in the request to the Comptroller's office for reimbursement. The solution will not interact with the County's financial system but details of payments issued can be captured if necessary. The request can be updated with the status until the reimbursement is completed and then will be removed from the workflow process.

Bite Incident Management

The Bite Incident Management solution will utilize the Software's Case Management functionality. When a green card report is received from the police department indicating that an incident has occurred, a new case will be initiated. The case should capture the information about the animal and its owner, details about the incident and tracking of information regarding the resolution of the incident, including veterinary actions, status and any legal recourse from the incident (compliance has been met or not). Once a resolution of the case has been established (fine imposed or case dismissed), the case will be closed. The solution will not interact with the County's Administrative Hearing Office.

Disease Surveillance Management

The Disease Surveillance Management solution will allow providers to submit information to the county regarding diseased animals. A form will be made available which will capture this information and submit it to the county for reporting purposes. Notifications will be sent to the county and to the provider acknowledging the receipt of the form (on both sides). This form will be made available on the Veterinary Services Portal.

Veterinary Services Portal

In an effort to support self-service for external entities, the solution will expose a services portal providing veterinarians, animal hospitals and guard dog companies the ability to interact with Animal Control online via a web portal.

The web portal will allow providers the ability to request portal accounts that will be verified by Animal Control prior to being granted. Once verified, those users will have access to the web portal which will expose the following functionality:

- *Rabies Tag Purchase*
Utilizing the Provider Management portion of the solution, verified users will have the ability to request and pay for rabies tags exposed through an online entry form. The solution will verify licensure of the provider ahead of granting purchase as maintained on the provider's record. The purchase request form will allow for entry of either credit card or checking account routing information to complete the purchase. Depending on the type of payment selected, the solution will send payment information real-time for credit card payment processing or submission via ACH.
- *Unused Rabies Tag Credit Request*
Providers who have purchased rabies tags through Animal Control and have a surplus will have the ability to submit a form through the web portal requesting a credit for the unused supply. The completion of this form will submit the request for review by Animal Control and management of the credit will be applied manually against the provider's record.
- *Lost/Damaged Tag Claim Submission*
Providers who have purchased rabies tags and either not received them or received them in a damaged state will have the ability to submit a claim through the web portal. Submitted forms will be received electronically by Animal Control to process the claim.
- *Spay/Neuter Credit Request*
Animal Control offers a spay/neuter credit to providers for a percentage of their fee. The web portal will expose a form that will allow providers to submit a credit request along with supporting documentation of the procedure. The submitted package will be reviewed and verified ahead of manually issuing the credit to the provider.
- *Guard Dog Registration*
Guard dog companies looking to register their dogs will have the capability to do so online via a registration form exposed through the web portal. This form will allow for entry of dog information, upload of rabies certification

documentation and payment information as detailed in the rabies tag purchasing function.

- *Disease Surveillance Data Submission*
Veterinarians and Veterinary Hospitals will have the ability to submit voluntary disease surveillance data to Animal Control through the web portal for reporting purposes. This exposed form will allow for the entry and submission of disease information to be utilized for reporting purposes.
- *Portal Authentication*
User authentication: The portal will support interactive login by users as well as support ADFS authentication.

Portal Technical Requirements:

- Responsive Design: The portal will accommodate browser support for traditional desktops, iPad, iPhone, and Android mobile devices;
- Front-end framework: Bootstrap;
- .NET Framework 4.5.1, Visual Studio 2013 or current;
- Programming Language: C#;
- Software Architecture: Three (3) layer project with MVC;
- JavaScript Management: JavaScript must be stored in separate files, no embedded or inline JavaScript;
- Database: Microsoft SQL Server 2012;
- Application Database Access Method: API or Stored Procedure; and
- Code Documentation: Inline documentation.

Custom portal development – reusable modules, as technically feasible.

- Code developed for modular reuse, as technically feasible;
- Authentication function identified for reuse, as technically feasible;
- Payment processing function identified for reuse, as technically feasible;
- Security functions used in the custom portal to store data be reusable, as technically feasible; and
- Business functions documented using diagrams, identify the application modules, transaction boundaries.

Functional Requirements – Animal Control

	Requirements	Configuration (Y/N)	Customization (Y/N)	Comments
	Rabies Tag Management			
1.	System shall have the ability to track all statuses to manage tag sales.	Y		
2.	System shall manage inventory all rabies tags.	Y		
3.	System shall track animal bite by owner information (i.e., owner name and address).	Y		
4.	System shall have capability to search for records on any data field.	Y		
5.	System shall have the ability to manually look up County rebate submissions in the system before an end user provides their approval (or rejection) through a task recorded by the system in order to verify and validate a decision prior to rebate payment approval.	Y		
6.	System has ability to process rebates by individual and/or group.	Y		Hyland recommends that one or more rebates can be requested on the form, but that the form be submitted within the same working session by the external party. People may forget about submitting it or think they had submitted it if they are allowed to work on it, save it, and submit it at a later date.
7.	System has ability to validate zip codes and addresses.		Y	Solution can query GIS application for an address, but GIS application will handle validation.
8.	System shall track rabies tag credits given to hospitals.	Y		

9.	System has ability to generate daily report providing rabies tag sales.		Y	Configured functionality or through a custom report configured.
10.	System shall generate monthly inventory and tags sold; report will show total tags lost.		Y	
11.	System shall track credit amounts incrementally. For example, a credit may be requested that is a smaller portion than the total credits available. A separate credit may then be requested at a later date for the remainder, or a portion of the remainder, as long as the credits have not expired.	Y		These credits and debits are not monetary, but are rather a system credit for one, two, three, etc. rabies tags. Therefore, no PCI implications are present, and there is no need to update the County's financial system.
12.	System shall provide hospital status (i.e., active, on-hold, closed).	Y		
13.	System will have the ability to provide summary reports detailing volume of tags sold and up-to-date inventory.	Y		
14.	System shall have the ability to capture and accept electronic signatures.	Y		External parties to the County will not sign electronically. Internal users will sign using Software's ad-hoc tasks to "accept" or "approve", which will be followed by a dialog box displaying language provided by Cook County Legal. For template letters created by the system, a stored signature of Dr. Alexander (or other identified person) will be applied to mimic the look of a wet signature.
15.	System will track multiple service offerings (i.e., vaccinations, Neuter/Spay) by veterinarian hospitals.	Y		
16.	The solution will capture all relevant supporting documents associated to the business processes listed in the Solution Areas above.	Y		

17.	The solution will include up to ten (10) filter views	Y		
	Performance Management & Data Analytics			
18.	The solution will have the ability to analyze data and metrics to properly manage and predict trends affecting its operations.	Y		System can be configured to display historical data. The system does not perform predictive analysis.
	Reporting and Dashboards			
19.	Development of up to 3 custom reports.		Y	
20.	Development of up to 3 custom dashboards.	Y		
21.	System shall have the ability to provide reporting (specific and non-routine).	Y		Configured functionality and through specialized searches that a user may perform for non-routine queries.
22.	System will have a robust report development tool for the development of custom reports and dashboards.	Y		
23.	System shall have ability to automatically generate ad hoc reports (i.e., daily, weekly, quarterly).	Y		Ability for users to create and share Filter Views.
24.	System maintains historical reports.	Y		Filters can show data that exists ad-hoc and reports can be configured to be run periodically, and saved to demonstrate historical trends.
25.	The solution will include the configuration of up to five (5) reports associated to the disease surveillance program	Y		
	Workflow Development			
26.	Manage rabies certification process.	Y		
27.	System will have the ability to track and inventory rabies tags.	Y		

28.	System will have the ability track animal bite events.	Y		
29.	System shall have the ability to manage lost rabies tag tracking the insurance claims submitted to UPS.	Y		There is no integration with UPS' system(s), but the OnBase system will store information input by a user that will allow for the lost tags to be flagged, a user can upload the claim form to the system, a user can type notes about interactions that occur with UPS, and can select a final status of the claim once it is finalized with UPS.
30.	System will have the ability to issue credits by account.	Y		Credits will be configured functionality, but system will not integrate with County's financial system for issuance of a monetary credit.
31.	System will have the ability to apply credits towards future rabies tags sales.	Y		Credits will be configured functionality, but system will not integrate with County's financial system for issuance of a monetary credit.
32.	The solution will include the configuration of one (1) Unity form for the capture of disease surveillance information from providers	Y		
Letter Engine Configuration				
33.	Generation of Rabies Observation Notices (First Day and Tenth Day Exam).	Y		
34.	Generation of NSF letter.	Y		
35.	Generate Spay and Neuter letter packet for veterinarian submission.	Y		
36.	Generate 24 Hour Notice Owner Dog Bite.	Y		
37.	Generate credit form and memo letter.	Y		
Integration				
38.	Office 365.	Y		Office Business Application for 2013 license will be used to provide OnBase functionality

					to store, retrieve, and edit OnBase documents from Microsoft Word, Excel or PowerPoint ribbons. Integration with Outlook has been determined to be unnecessary at this time.
39.	Active Directory Authentication.	Y			Users can have the option to authenticate with ADFS and external users can use a username and password.
40.	iNovah cashiering integration.	N		N	OnBase will pass the data to LexisNexis or JP Morgan Chase, but will not be required to update iNovah or any other system because that is handled by LexisNexis and JP Morgan Chase currently.
41.	Integration with GIS for address validation.			Y	Solution can query GIS application for an address, but GIS application will handle validation.
42.	Solution will integrate with LexisNexis for credit card payments.			Y	Options include via web service, HTML form POST or embedded LexisNexis payment form and are specific to integration detail provided for LexisNexis.
43.	Solution will integrate with JP Morgan Chase for ACH transactions.			Y	Options include via Pay Connexion web service and is specific to integration detail provided for Pay Connexion (JP Morgan Chase).
	Portal				
44.	System shall have the ability for veterinarians to enter and submit Rabies Observation Information via the portal.			Y	Custom portal will accommodate.
45.	System shall have the ability for veterinarians to enter and submit Rabies Vaccination Certificates.			Y	Custom portal will accommodate.
46.	System will have the ability to populate a Veterinarian Participation Form for submission to animal control for reimbursement.			Y	Custom portal will accommodate.

47.	Portal will allow payments to be submitted via online.			Y	Form will allow entry of payment information, which will be sent via web service to third party payment processors.
48.	System will provide the veterinarian the ability to enter Spay and Neuter owner details.	Y			
49.	System will automatically calculate total rebate amounts based on agency rabies vaccination charges (Note: Agencies charging less than \$40 will receive a \$20 rebate per animal).	Y			Configured functionality but it is expected that the rebate is manually issued.
50.	System will generate a letter noting amount to be refunded as part of the Spay and Neuter program.	Y			
51.	System will allow veterinarians to report disease surveillance to the Department of Animal Control.	Y			
52.	System will send email notifications for submitted reports by veterinarians.	Y			System can track that notifications were processed/sent to parties who have provided an email address, although receipt and confirmation of read receipt are not included.

Services

Requirements Analysis, Implementation, Project Management

Deliverables

Solution Requirements Document, Software Solution, Solution Training Guide, Solution Administration Guide, Project Charter, Work Break Down Structure, Test Case Document, Data Mapping Document

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. The County will already have an installed non-production environment, completed as part of Project 1 listed;
- b. The County will be responsible for the extraction and scrubbing of all data and documents from their current mainframe system;
- c. Hyland will conduct a data mapping exercise to ensure data from the mainframe system can be accommodated properly within the OnBase system;
- d. Hyland will conduct up to four (4) prototype sessions with the County. Additional prototype sessions may be requested by the County and will be added through a Change Order. Hyland will conduct final unit testing following the last prototype review session and notify County upon its completion of such unit testing. Hyland and County shall mutually agree upon the scheduling of a two (2) week period for County to conduct user acceptance testing (the "Animal Control Acceptance Testing Period");
- e. During the Animal Control Acceptance Testing Period, Hyland will: (i) provide a resource to provide up to eighty (80) hours of testing support and (ii) provide a separate resource to provide up to eighty (80) hours of support to create test cases, support County end users in completing the test cases, and work with the Hyland project team to address failures within the testing process;
- f. Hyland will provide up to thirty (30) days of go-live support at an average of 50% utilization;
- g. County is licensed for Unity Integration Toolkit;
- h. Web portal is required to support responsive design;
- i. Solution will not integrate with internal revenue system(s);
- j. Hyland has estimated up to six (6) trips for Project 2 to County offices in Chicago, IL, and expenses related to such travel will be billed separately as described in the Pricing and Payment section below; and
- k. All travel will be pre-approved in writing by County's Project Manager prior to booking.

Project Exclusions

The following items are considered out of scope for this Phase I:

- a. Mobile capability (iPad, iPhone, android) using Hyland's mobile integration modules;
- b. Workflow processing or the creation of WorkView objects for the disease surveillance solution is excluded;
- c. Load-balanced Workflow queues for user interaction is not in scope;
- d. All certificates will be produced outside of the solution but may be stored within the solution;
- e. Storage of any payment information will not occur in OnBase;
- f. Rabies tag orders will not be submitted electronically to any vendor by OnBase;
- g. Solution will not integrate with internal revenue system(s);
- h. Invoice creation or tracking is excluded;
- i. Monetary credit generation is excluded;
- j. Administrative Hearing Office integration is excluded;
- k. Social media integration is excluded;
- l. GIS Integration is excluded;
- m. Physical Records Management is excluded;
- n. Constituent Portal is excluded;
- o. Integration with any UPS software is excluded;
- p. Community Partnership Program is excluded;
- q. Community Assistance Program is excluded; and
- r. Integration with Microsoft Outlook has been determined to be excluded in this phase of the solution.

PROJECT 3 – SOLUTION SPECIFIC CUSTOM TRAINING

Scope

Hyland will provide a professional trainer to develop an onsite customized training program to assist the County with training for up to fifteen (15) end users of the Software Solution for the Animal Control Department. The training will cover the following:

- a. Software functionality and usage of the County's configured final solution for the Animal Control Department, including Software functional usage completed by external users through the portal interface.

Services

Custom Training Services

Deliverables

End User Solution Training Guide, One Page Quick Reference Training Tool

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. The Department of Revenue solution is out of scope and does not require custom end user training to be developed;
- b. Hyland has estimated up to two (2) sessions of end user custom training will be delivered, based upon the County's user counts provided to Hyland, which are none (0) for the Department of Revenue and up to fifteen (15) for Animal Control. If the County needs additional sessions of end user custom training, a Change Order will be necessary;
- c. End user training materials, content, and delivery will be the same for each session;
- d. Each end user training session is estimated at four (4) hours and will occur in one business day or during the course of two consecutive business days;
- e. Technical solution-specific training will be provided by the project team;
- f. County is responsible for securing training room, equipment configuration, and ensuring that all necessary software is installed on the training workstations; and
- g. Custom training will occur in Chicago, IL at the County's location and will be a one-time event.

PROJECT 4 – INITIAL ONBASE UTILIZATION BENCHMARK SERVICES

Scope

Hyland will review resource utilization for each production OnBase server to provide a benchmark for solution server resource capacity. Database server wait statistics, maintenance plans and storage latencies will also be reported. This service will be performed twice- the first will provide benchmark data following initial use of the solution for the Department of Revenue and the second will provide benchmark data following initial use of the solution by the Animal Control Department.

Deliverables

OnBase Benchmark Report

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. Hyland will provide templates to the County for performance monitoring of solution servers;
- b. County will be responsible for collecting and delivering log files generated by templates to Hyland, or will provide access to servers for Hyland to collect logs;
- c. All work to be completed remotely;
- d. This service will be performed between thirty (30) to sixty (60) days after the first day of County's Go-Live for each departmental project; and
- e. Hyland has estimated up to four (4) trips for Project 4 to County offices in Chicago, IL, and expenses related to such travel will be billed separately as described in the Pricing and Payment section below.

ONBASE PREMIUM SUBSCRIPTION

Hyland provides a subscription service to over 200 hours of on demand OnBase training classes, called Premium Subscription. Premium Subscription is available to any employee of Cook County at any time at Hyland's Training.OnBase.com website. County employees can develop Professional Development Plans at the site and track their progress through reports of the courses they've completed.

Assumptions

- a. Content of the classes is not specific to the components, functionality, or specific usage of County;
- b. Completion of Premium Subscription does not count towards OnBase certifications, such as OnBase Certified System Administrator or OnBase Certified Workflow Administrator;
- c. The cost of Premium Subscription is an annual fee, which is based upon the number of client licenses owned by County. The cost included in this Statement of Work is for the first year of access only; and
- d. The cost of subsequent annual fees for Premium Subscription is subject to change.

SCOPE OF SERVICES

Description of Services

The types of services outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these services are in scope for a particular project.

1. Requirements Analysis

- a. **Project Initiation:** Hyland and County allocate project resources, and create the initial project timelines. Hyland provides County with requirements preparation materials, and customer returns completed materials to Hyland in advance of on-site engagement;
- b. **Requirements Capture:** Hyland collaborates with the County's project team to discover and define the detailed requirements of the solution. Discussions focus on the requirements to meet County's business objectives, including any integrations that may be in scope for the project;
- c. **Requirements Documentation:** Hyland composes formal documentation containing the requirements of the solution. Additional follow up items may be discussed with the subject matter experts to close any gaps in the understanding of the captured requirements during the Requirements Capture. Once complete, the documentation is delivered to the County's project team for review; and
- d. **Requirements Review:** Hyland reviews the requirement documentation with the County's project team to validate the requirements. Modifications to the document are made as necessary and a finalized document and refined implementation estimate is delivered to the County's project team for final approval.

2. Implementation

- a. **Solution Design:** Hyland designs the solution based on best practices and the agreed upon requirements documentation. In the case that the solution contains a Workflow or WorkView application, Hyland will conduct a high level design review to provide customer with an early view of the conceptual design in the Software. For the Animal Control solution, four (4) Prototype Review sessions have been accounted for in the scope. Each session will be built into the Project Plan, and during each Prototype Review session, the available functionality built within the Animal Control solution will be reviewed by the County for their feedback;
- b. **Solution Implementation:** Hyland configures the solution to fulfill the requirements captured in the requirements documentation;
- c. **Prototype Review (Optional):** During the Solution Implementation phase, Hyland will conduct Solution prototype reviews with the County's project team to gain feedback on the usability of the system. Prototype reviews are intended to demonstrate the solution in its current state and to solicit feedback from the

- County through the Solution Implementation phase. Impacts to the scope as captured in the Solution Requirements Document or design may result in a change order;
- d. **Solution Unit Testing:** Hyland will validate that the Solution conforms to the approved Solution Requirements Document. Upon completion of unit testing and incorporation of any changes to the solution, Hyland will inform the County unit testing is complete;
 - e. **Training Material Generation:** Hyland will compose training materials specific to the configured solution for use by County's designated trainers. County trainers may modify the document to meet County personnel needs;
 - f. **Training:** The Hyland team trains the customer's designated system administrators, testers, and trainers responsible for educating their user-community. This training is oriented towards the County's specific solution, and therefore, foundational Software training is expected to have been completed by the County's resources prior to receiving this solution-specific training and knowledge-transfer. "Train-the-trainer" session executed for each project's specified number of County designated testers and/or trainers;
 - g. **County Testing Support:** Hyland will support the County's testing of the configured solution. Business test cases are used by County's resources to test the Solution. County should prepare for these activities by participating in defining test plans and scripts early in the project process, for example following Requirements Analysis phase. Hyland will make any required changes to the Solution to fulfill any items that are prohibiting the Solution from functioning in accordance with the Solution Requirements Document. Requested changes, which are not documented in the Solution Requirements Document, may result in a change order;
 - h. **Administrator Manual Generation:** Hyland will compose a manual specific to the configured solution, which provides guidance to the County's system administrators on the support and maintenance of the solution;
 - i. **Solution Migration:** Hyland will migrate the Solution from the environment used for testing to the production environment; and
 - j. **Go Live Support:** Hyland will provide support to the County during initial production usage of the Solution to address issues and answer questions from the County.

3. Project Management

Project Management services cover the overall management and coordination of Hyland team resources, project plan, scope, issues and general coordination of solution delivery. The Hyland Project Manager will:

- a. Create and maintain project documentation, including a detailed project plan that defines the overall work effort, objectives and timelines, project issue list, and change requests;
- b. Coordinate and facilitate project meetings including a weekly status meeting;
- c. Produce a weekly status report which outlines the current project progress, open issues and owners, budget variance, duration variances, and deliverable date variances;

- d. Coordinate activities with County's designated project manager to facilitate successful management of the project within the defined scope; and
- e. Provide supporting activities as appropriate/requested.

4. Custom Training

- a. Training Material Generation: Hyland will compose training materials specific to the configured solution for use by County's designated trainers. County trainers may modify the document to meet County personnel needs; and
- b. Training: The Hyland team trains the customer's designated system administrators, testers, trainers, and end users identified. This training is oriented towards the County's specific solution, and therefore, foundational Software training is expected to have been completed by the County's technical resources prior to receiving this solution-specific training and knowledge transfer.

DESCRIPTION OF DELIVERABLES

The types of deliverables outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these deliverables are in scope for a particular project.

List of Deliverables

Del#	Deliverable	Description	Format
1	Solution Requirements Document (SRD)	Displays as-built solution diagram; Functional Requirements List; Future State Process Diagram; Use Cases; Hyland Tasks and responsibilities; and Cook County Tasks and responsibilities.	Word Document
2	Software Solution	Installation and configuration of the software according to the Statement of Work and SRD.	OnBase software
3	Solution Training Guide	Describes business scenarios and displays screenshots of the Software to aid in the initial and ongoing training and use of the system.	Word Document
4	Solution Administration Guide	A technical guide with information to be used by County's System Administrator in the ongoing care and maintenance of the Software; and Contains applicable screenshots and descriptions of important aspects of the Software solution.	Word Document
5	Project Charter	Description of scope, objectives and participants in the project; List of roles and responsibilities for each party; Names the stakeholders; and Defines PM authority for the project.	Word Document
6	Project Work Break Down Schedule (WBS)	Visual depiction of the deliverables, activities, and assignments for the project.	Gantt Chart
7	Test Case Document	Includes business test cases for use during UAT phase; and Includes test case prerequisites, descriptions, steps, expected outcomes, and provides spaces for users to record pass/fail and make comments.	Excel or Word Document
8	Data Mapping Document	Lists data from legacy system (Mainframe) that maps to data fields within Software.	Excel or Word Document
9	OnBase Benchmark Report	Provides utilization of server hardware resources for baseline comparison in the future.	Word or PDF Document
10	End User Solution Training Guide	Training reference guide for end user usage of the solutions.	Word Document
11	One Page Quick Reference Training Tool	Consolidated reference guide intended for end users who have been trained on use of the solutions.	Word Document

1. Solution Requirements Document

- a. Composed as a result of the gap analysis and requirements gathering process;
- b. Contains all requirements related to the base installation, configuration, and deployment of the Software. Generally, the focus in this document covers the ingestion, archival and retrieval requirements of the documents;
- c. Describes the proposed business requirements of the Workflow solution;
- d. Contains a series of use cases detailing the process flows which comprise the Workflow solution; and
- e. Outlines tasks and expectations which are the responsibility of Hyland as well as the County.

2. Software Solution

The implementation of the requirements defined in the Solution Requirements Document created during discovery.

3. Solution Training Guide:

- a. An end user training reference containing descriptions of the user interface (“UI”) components configured for a specific solution;
- b. Intended to be republished by the County’s internal software training/education staff to comply with internal training delivery requirements; and
- c. Guide is provided as a Microsoft Word document to allow County trainers to extract, modify or reformat the content as needed.

4. Solution Administration Guide

- a. A technical reference document containing critical details related to the delivered solution and/or service engagement. This document is intended for Software solution administrators and IT management/support and is meant to be an aid in the ongoing support of Software.

5. Project Charter

- a. Delivered within the initiation phase;
- b. Describes the scope, objectives and participants in the project; and
- c. Provides a preliminary delineation of roles and responsibilities, outlines the project objectives, identifies the main stakeholders, and defines the authority of the project manager.

6. Work Breakdown Structure

- a. Created during the initiation phase and continually updated throughout the project; and
- b. A Gantt chart structure of deliverables, activities, and assignments that need to be performed to complete a project.

7. Test Case Document

- a. Created during the course of the project requirements analysis and implementation phases of the project;
- b. Lists the business test cases that will be performed by end users during the applicable acceptance testing periods of the project; and
- c. Includes test case prerequisites, descriptions, steps, expected outcomes, and provides spaces for users to record pass/fail and make comments.

8. Data Mapping Document

- a. Lists data from legacy system (Mainframe) that maps to data fields within Software; and
- b. Delivered within the discovery phase.

9. OnBase Benchmark Report

- a. This report will provide a summary of resource utilization for OnBase servers. CPU, memory, network and disk activity will be reported for the production OnBase system; database server, application server, file server and processing server.

10. End User Solution Training Guide

- a. An end user training reference containing descriptions of the user interface ("UI") components configured for a specific solution;
- b. Intended to be republished by the County's internal software training/education staff to comply with internal training delivery requirements; and
- c. Guide is provided as a Microsoft Word document to allow County trainers to extract, modify or reformat the content as needed.

11. One Page Quick Reference Training Tool

- a. Consolidated reference guide intended for end users who have been trained on use of a specific solution;
- b. Intended to be republished by the County's internal software training/education staff to comply with internal training delivery requirements; and
- c. Guide is provided as a Microsoft Word document to allow County trainers to extract, modify or reformat the content as needed.

PROJECT ROLES AND RESPONSIBILITIES

Key Personnel

The following Hyland roles are designated Key Personnel: Project Manager, Technical Consultant, Business Consultant, Business Analyst and Custom Solution Developer.

Hyland and County Responsibilities

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

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

Role	Role Definition and Allocation	Responsibility	Hyland	County
Project Executive (Cook County)	Provide guidance and direction to the project team.	Project Oversight	N/A	Lead
Project Manager (both Cook County and Hyland)	Responsible for Project Management activities in working with County Project Manager for the project. Allocation – 50% to 100% over the period of Project.	Project Governance	Co-Lead	Co-Lead
		Project Planning	Co-Lead	Co-Lead
		Project Management	Co-Lead	Co-Lead
		Change Management Planning	Assist	Lead
		Status Reporting and Project Team Communication	Lead	Assist
		Issues Resolution	Co-Lead	Co-Lead
		Consulting Resource Allocation	Lead	N/A
		County Resource Allocation	N/A	Lead
		Scope Control	Co-Lead	Co-Lead
		Project Communication to Stakeholders	Assist	Lead
		Production Deployment	Lead	Assist
		Deliverable Review	N/A	Lead
		Internal Communication	N/A	Lead
Business Consultant (Hyland)	Responsible for requirement definition and analysis. Creates interface specification document, and knowledge transfer documents.	Requirements Analysis and Definition	Lead	Assist
		Functional Design	Lead	Assist
		Process Flow Design	Lead	Assist

	Allocation – 25% to 100% over the period of Project.	Interface Design	Lead	Assist
		Conduct Design Sessions/Prototype Reviews	Lead	Assist
		Train-The Trainer Delivery	Lead	Assist
		Production Deployment and Stabilization	Lead	Assist
Trainer (Hyland)	Responsible for end user training materials and delivery of training to Animal Control end users. Allocation to only the end user training phase of the Animal Control Project.	Create Training Material	Lead	Assist
		Review Training Material with County	Lead	Assist
		End User Training Delivery	Assist	Lead
Business Analyst (Hyland)	Create test cases and manage aggregation of test case results. Allocation 10-25% over the requirements gathering and implementation phases of the Project.	Create User Acceptance Test Cases	Lead	Assist
		User Acceptance Testing	Lead	Assist
		Analyze, track, resolve issues	Lead	Assist
Technical Consultant (Hyland) / Solution Architect (Cook County)	Identify and Manages the technical requirements, architecture and design, providing technical direction to team. Responsible for installing all the solution components in three non-Production and one Production Environment Provide Training and Knowledge Transition to County. Allocation – 50% to 100% over the period of Project.	Analyze Technical and Security Requirements	Lead	Assist
		Plan Technical Architecture	Lead	Assist
		Solution Design	Lead	Assist
		Establish Design and Build Standards	Lead	Assist
		Design review	Lead	Assist
		Software Installation	Lead	Assist
		Environment Creation (three non-production and one production)	Lead	Assist
		Infrastructure/System Configuration	Co-Lead	Co-Lead
		Backup and Recovery	Assist	Lead
		OnBase Patch Application	Lead	Assist
		Production Migration	Lead	Assist
		System Testing	Lead	Assist
		User Acceptance Testing	Assist	Lead
		Production Deployment and Stabilization	Lead	Assist
Custom Solution Developer (Hyland)	Build and Unit Testing	Technical Design	Lead	Assist
		Unit Testing	Lead	Assist
		System Testing	Lead	Assist
		Production Migration	Lead	Assist

	Allocation – 100% during implementation and 50% during support.			
DBA (Cook County)	Responsible for database provisioning, maintenance, and support for Hyland Technical Consultant.	Database provisioning	N/A	Lead
	Allocation – 15% to 25% over the period of Project.	Database maintenance	N/A	Lead
Sys Admin, AD Admin (Cook County)	Responsible for OS installation Allocation – 25% to 100% during ENV set-up.	AD and 3rd Party Software Configuration	N/A	Lead

County Staff Roles and Time Commitments

Table – County Roles

Role	FTE	Skills	Average % Time Commitment
County Steering Committee/Executive	County to determine	Provide guidance and direction to the project team. Decision making ability and leadership.	5%
Project Manager	1	Ability to manage large projects; understanding of County business processes, escalation process and approval process; good communication skills. Planning and communication skills; Knowledge of interdepartmental and interpersonal dynamics within County. Plays role of Training Coordinator for County	50%
SME/Business Analyst	1	Subject Matter experts for Animal Control and Department of Revenue.	10-25% depending on the phase of the project
DBA	1	Database administration experience; knowledge of current County systems and technology procedures for database system back-up and archive	5%
Sys Admin, Network Admin	1	Knowledge of County Networking, Network Administration infrastructure and capacity; able to configure Back-up, Archive, Firewall, Load balancer, DNS Entry and other network configuration, AD and any Third-Party Software Configuration	10-25%
Support Lead/Manager	1	Ability to manage and support the OnBase solution.	25-50% depending on the phase of the project

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

COUNTY RESPONSIBILITIES/OBLIGATIONS

To facilitate Hyland's performance of the above services, County agrees to the following:

1. Project Management

A single point of contact whose responsibilities include but are not limited to:

- a. Collaboration with Hyland resources on the project schedule;
- b. Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;
- c. Facilitate timely decision making and resolution of issues;
- d. Coordination of County resources for the testing and regression testing cycles of the configured Software solution; and
- e. Arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.

2. Installation and Deployment

- a. Properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration, and administration of, but not limited to, all hardware and operating systems, database instance(s), networking, and required third-party software;
- b. Local and remote access through the use of dedicated user account(s) with appropriate privileges to the Software and relevant third party systems for the engaged Hyland project team;
- c. Setup, execution, and validation of the database maintenance plan for each Software instance;
- d. Perform routine scheduled backups and maintain disaster recovery and contingency plans;
- e. Packaging and deployment of the client Software. Deployment of supporting client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) for the Software solution;
- f. All scanning devices (MFP, MFD, high volume scanners) will be installed, configured and performing to manufacturer's specifications;
- g. The same scanner make/model used in production-level scanning will be available in the test environment;
- h. County is responsible for the installation or configuration of third party software;
- i. All necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system;
- j. Installation and support of all hardware and operating, database, and application software; and
- k. County will provide systems access and include third-party vendors or subject /technical matter experts as required.

3. Software Integrations

- a. Local and remote access (VPN) through the use of dedicated user account(s) with appropriate privileges to the Software and any third party system(s);
- b. Remote access must be provided prior to Hyland's arrival at County facilities;
- c. Provide interface specialists and technical resources deemed necessary for any third party system(s) with which the Software will integrate; and
- d. Third party application setup (i.e. install, configuration), testing, training, and go-live support related to the integration with the Software.

4. Testing/Training

- a. At least one (1) Software system administrator will or has attended Software system administrator training and will participate actively in the entire project lifecycle for knowledge transfer. The County system administrator will support all Software environments, and solutions;
- b. At least one (1) Software Workflow administrator will or has attended Software Introduction to Workflow training and will participate actively in the entire project lifecycle for knowledge transfer. The County Workflow administrator will support all Software environments, and solutions;
- c. At least one (1) Software WorkView administrator will or has attended Software WorkView Implementation training course and will participate actively in the entire project lifecycle for knowledge transfer. The County WorkView administrator will support all Software environments, and solutions;
- d. At least one (1) Software API administrator will or has attended API training and will participate actively in the entire project lifecycle for knowledge transfer. The County API administrator will support all Software environments, and solutions
- e. Setup of the Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software;
- f. County is responsible for the creation, development and execution of test cases;
- g. County will commit a minimum of eight (8) working hours per day to testing the Solution during the County Testing Support phase, which may be performed by multiple County personnel; and
- h. County is responsible for end-user training on the use of the Software.

5. Project Personnel

- a. County will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions;
- b. County is responsible for designating the appropriate County personnel to attend and contribute to all project meetings for the duration of the project;
- c. County is responsible for timely completion of deliverables and action items throughout the course of the project;
- d. County project resources will not change through the duration of the project as commercially reasonable;
- e. County will assign and Hyland will have access to the appropriate business process owners and resources for the project in a timely manner when requested;
- f. Database administrator, network administrator, subject matter experts, etc., will be available in a timely manner on an as-needed basis;
- g. County will assign and Hyland will have access to the appropriate technical resources for the project in a timely manner when requested;
- h. At least one (1) Information Services ("IS") / Information Technology ("IT") representative to assist with the installation with regards to network and system administration; and
- i. At least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on County's file servers for County's users.

The parties acknowledge and agree failure to meet responsibilities noted above may affect project duration, cost, or quality in the execution and completion of services.

DATA SECURITY AND COMPLIANCE

OnBase is continually tested against a number of compliance standards and Hyland is always pursuing new certification possibilities. OnBase can be used to help its customers comply with various regulatory standards.

<p>a. IRS Publication 1075;</p>	<p>Encrypted Alpha Keywords and Encrypted Disk Groups provides an additional layer of security for content stored in OnBase. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into OnBase, becoming indecipherable when retrieved outside of the system. Even within OnBase, these files are accessible only to permissioned users, further decreasing risk of exposure. Risk of exposing private data is eliminated and compliance with industry standards such as the Payment Card Industry (PCI) Data Security Standard (DSS) and HIPAA Protected Health Information (PHI) is enhanced. Encrypted Alpha Keywords provides the necessary tools to securely store sensitive data digitally—preventing costly security breaches and keeping you and your data safe.</p> <p>Encrypted Keywords and Disk Groups are exclusively applicable for data stored for documents and does not include Case Management objects. OnBase Case Management does not current support encryption but is on the roadmap for future OnBase releases.</p> <p><i>Hyland plans to work with the County to encrypt the database at a file level, encrypt the ODBC, and will change the default passwords so that access is made for authorized users only. This has been agreed to by Cook County's Security Office.</i></p>
<p>b. NIST 800-53, as revised;</p>	<p>Though we have not undergone an official audit for this at this time, Hyland Software has assessed the NIST 800-53 guidelines and can fulfill all of the provisions of the moderate guidelines. Additional details on how we meet these guidelines can be provided to County and implemented as described in the document shared under NDA protections.</p> <p>For controls influenced by County's infrastructure, policies, practices, operating system, or which require the use of Software modules that have not been purchased by County, Hyland will assist County in meeting these provisions where possible, but will not be responsible for fulfilling those particular controls.</p> <p>AC-8, RA-5 (1) (2) (5), controls related to visitor or delivery records, and controls requiring the use of OnBase Workflow beyond the specific scope outlined for Animal Controls' business processes, are determined to be out of scope by Hyland.</p>

Data Security Attributes	
<p>a. Password configurations (e.g., complexity, aging, etc.);</p>	<p>Although OnBase environments are pre-loaded with two default password policies (medium security and high security), several options do exist so that custom policies may be created.</p> <p>Complexity – In order to force users to create stronger passwords, administrators can enforce a configurable number of allowed repeated consecutive characters, minimum length, maximum length, minimum number of numbers, minimum number of special characters, minimum number of characters of a particular case, and even disallow use of the user name in the password.</p> <p>Rotation – To mitigate unauthorized access in the event that a user’s password is lost or stolen, OnBase offers a number of rotation policy options including prevent password reuse (limit to number of changes or number of days since last change), password expiry after a configurable number of days, force passwords to expire on first use, and require a configurable number of hours between changes to prevent users from rapidly cycling through passwords in an attempt to bypass reuse restrictions.</p> <p>Lockout – To prevent “online” brute-force attacks against an OnBase account, an administrator may configure the number of failed attempts that may be made against an account before that account is locked out of the system. Additionally, the administrator may decide whether to utilize a configurable time lockout (auto-unlock the account after a configured amount of time) or whether to require an administrator to manually unlock locked accounts. To prevent forgotten or old accounts from being used in an unauthorized manner, administrators may also force accounts to be locked out after they have been idle for a configurable number of days. Accounts locked by this method must always be unlocked by an administrator.</p>
<p>b. Authentication configurations (e.g., active directory, encrypted data exchange, hash, etc.);</p>	<p>Passwords are stored in the OnBase database in the form of a hash value which is calculated with industry-standard algorithms. Each user’s password is also salted with a unique value before being stored for additional security.</p> <p>A user is authenticated to the application by providing user/password credentials. A standard OnBase installation provides support for the standard OnBase user name and password authentication, NT/Active Directory authentication, and LDAP authentication.</p> <ul style="list-style-type: none"> • NT Authentication/Active Directory allows users to be logged into OnBase automatically, based upon the user’s NT/Active Directory domain login. This is an effective method for controlling single authentication over a LAN. This capability

	<p>is completely out-of-the-box functionality and requires no customization.</p> <ul style="list-style-type: none"> • LDAP authentication logs users in to OnBase automatically based on an LDAP query (from directory services such as Active Directory). This is also effective over a LAN. Again, this capability is completely out-of-the-box functionality and requires no customization. <p>Whether leveraging Active Directory or LDAP authentication, this type of authentication can be easily configured to be entirely seamless to the end-user. Even if they have never logged into OnBase before (during their initial login). By simply launching an OnBase Client the user account is automatically created (during initial login) and automatically logged into OnBase. Also, the option to force the user to manually input their password is available.</p>
<p>c. Encryption configurations (e.g., symmetrical AES-256, asymmetrical RSA 2048, etc.) for both data-at-rest and data-in-motion;</p>	<p>Distributed Disk Services: Drastically increases the difficulty of intercepting or reading data as it transfers between the client or server(s) and the disk groups by creating an AES-128 encrypted connection.</p> <p>Encrypted Disk Groups: Uses the AES-256 algorithm to encrypt Disk Group data while it is at rest. If data is stolen or accessed by an unauthorized party while it is at rest in the Disk Groups, the information will be unreadable to the attacker.</p> <p>Default Password Policies: Offers two options for password strength developed by Hyland security experts which alleviates the need for creating a complex policy from a non-security-trained administrator and provides solid security out-of-the-box.</p> <p>Granular Rights Management: Allows administrators to control access to every part of their environment down to an extremely granular level which prevents users from having more access than they should, mitigating compliance issues or information leakage.</p> <p>Security Keywords: Data entities can be hidden from the view of a specified user based on the value of an associated keyword. This prevents access of a specific data entity to an unintended user without having to re-structure the data at an organizational level.</p> <p>Encrypted Alpha Keywords: Uses the AES-256 algorithm to encrypt Keyword values which are at rest in the database. This module also will visually mask Keyword values to protect them while they are in use.</p> <p>Digital Signatures: Prevents Document information from being modified without the knowledge of another user by signing the Document with an X.509 cryptographic certificate.</p>

	<p>Encrypted Keywords and Disk Groups are exclusively applicable for data stored for documents and does not include Case Management objects. OnBase Case Management does not current support encryption but is on the roadmap for future OnBase releases.</p> <p><i>Hyland plans to work with the County to encrypt the database at a file level, encrypt the ODBC, and will change the default passwords so that access is made for authorized users only. This has been agreed to by Cook County's Security Office.</i></p>
<p>d. Logging/Auditing capabilities (e.g., verbose user tracking and reporting, etc.)</p>	<p>The ability to audit an individual document is supported in OnBase and is very important for compliance initiatives such as HIPAA and Sarbanes-Oxley. OnBase provides a single document audit log on every document in the system. The log displays the log date, log time, user name, action (brief description of the action that took place), and a detailed account of the action.</p> <p>OnBase also provides a complete and comprehensive transaction logging and reporting functionality. Each action taken within the system is logged from login, retrieval, update, logoff, etc. OnBase even offers the ability to track administrative changes to the system. OnBase provides an administration interface to select the desired events, grouped or filtered by a number of parameters including date range, user group, document type, etc. This transaction logging and reporting is standard out of the box functionality.</p> <p>Organizations who need interactive, real-time reporting surrounding data contained in an OnBase system will benefit from Reporting Dashboards. Reporting Dashboards is used to graphically display data returned from a configured data provider. The dashboard items available for dashboards include basic pie, chart, and bar graphs, or more advanced displays such as gauges, pivot tables, and maps, all of which allow users to quickly identify relevant information and trends surrounding the data managed by the data provider. Multiple dashboard items can be displayed in a single dashboard, and the dashboard can be configured to allow the elements of one dashboard item to update the information displayed in other dashboard items, allowing for a dynamic, real-time view of measurements surrounding stored data.</p> <p>Additionally, custom reports can be designed and developed using OnBase Report Services to provide more personalized information for analysis. OnBase Report Services gives organizations the ability to gain valuable information about system and business health. Report Services is an easily deployed application that includes 150 pre-configured reports for evaluating a complete picture of OnBase and the</p>

	<p>repositories and processes it manages. Organizations can also create their own custom reports to meet their specific business reporting needs. Long-term reporting functions enable businesses to analyze trends, share productivity information across the organization, and make proactive decisions based on solid data.</p> <p>Hyland will work with County to identify data to be reported on during the Discovery project phase and throughout the implementation.</p>
<p>e. Personnel security (e.g., extensive background checks, annual recheck, etc.):</p>	<p>Hyland Software conducts pre-employment screenings. Hiring is conditional upon a favorable criminal background check and previous employment screening conducted by a third party. All employees agree to be subject to drug and alcohol testing.</p> <p>Hyland Software uses a third party vendor to conduct thorough background checks on all US and Non-US employees. Background checks include searches such as Federal/State/Local Civil and Criminal, 7 year Felony & Misdemeanor, Driver's records, Education and Employment verifications, OFAC, SSN trace, Sex Offender and Office of Inspector General (OIG).</p> <p>Employees are trained annually on Information Security policies and procedures.</p>
<p>f. Web Application configurations (e.g., SQL injection protection, buffer overflow, etc.);</p>	<p>For the custom web portal, industry standard security mitigation techniques are employed to comply with customer's required security and audit tests.</p> <p>Hyland understands that using Agency in collaboration with DHSEM ISO team will perform one vulnerability scan of the web application prior to a production migration.</p> <p>Hyland understands the results of the vulnerability scan will be provided to them and expectations will be set to have the identified vulnerabilities remediated according to the DHSEM ISO Vulnerability Threat Management Policy prior to the web application being migrated to production.</p> <p>Any remediation needed following vulnerability scans performed after migration to production will be the responsibility of County.</p>
<p>g. Network transmission security (LAN and VPN);</p>	<p>OnBase is generally protocol-independent, allowing clients to leverage existing, internal IT standards. Additionally, encryption or security mechanisms can be leveraged, as these technologies lie independent of OnBase. One common example of this is to deploy the OnBase Web Server through a secure site (HTTPS).</p>

	<p>Organizations are able to use any network monitoring tools available. OnBase does not inherently contain network monitoring tools, although Hyland Software personnel will participate and lead best practice discussions during the Discovery phases of the implementation. OnBase does log all actions and events within the OnBase system with time/date stamps, as well as verbose logging, ODBC tracing, and OnBase Web Server logging for further detail that can be leveraged during troubleshooting.</p>
<p>h. Data that is to be transmitted off-site must be encrypted end to end.</p>	<p>There are a number of security modules available to protect various forms of data at rest. The Encrypted Disk Groups module allows for all data stored in the OnBase file system to be encrypted using the AES-256 algorithm when it is not in use. This may also be used in conjunction with a third-party full disk encryption system if desired. The Encrypted Alpha Keywords module allows for keyword values in the database to be encrypted using the AES-256 algorithm. By encrypting these keyword values, they will be unreadable in the event that the database is stolen or accessed by an unauthorized party. If exporting data to removable media (CD, DVD, etc.) this data may also be encrypted.</p> <p>By utilizing configurable session timeouts, if a user leaves their workstation unattended, any data on the screen will not be able to be modified by an unauthorized party after a certain amount of time has passed without reauthenticating to the OnBase system. Additionally, with the Encrypted Alpha Keywords module, keyword values may be masked. This prevents shoulder-surfing attacks by hiding sensitive data values (such as social security numbers) behind asterisks when they are on screen.</p> <p>OnBase supports the use of Transport Layer Security (TLS) for all communications to the Application Server and/or Web Server. The algorithm used to protect the communication depends on the configuration of TLS. Hyland recommends TLS 1.2 be used in conjunction with cipher suites which utilize Ephemeral Diffie-Hellman (DHE) or Elliptic Curve Ephemeral Diffie-Hellman (ECDHE) wherever possible. If utilizing RSA, Hyland recommends a minimum key length 2048 bits. SHA-2 should be used for the hashing algorithm. AES-128 is the preferred symmetric cipher, with an authenticated mode such as CCM, GCM, or HMACSHA256. When using a third-party authentication mechanism, the protection of the authentication information depends on the configuration of these external servers.</p> <p>The Distributed Disk Groups module can also be implemented in order to protect data as it travels between the disk groups and the server. This module provides an AES-128 encrypted connection</p>

between the file system and the servers so that in the event the traffic is intercepted, it cannot be read.

Encrypted Keywords and Disk Groups are exclusively applicable for data stored for documents and does not include Case Management objects. OnBase Case Management does not current support encryption but is on the roadmap for future OnBase releases.

Hyland plans to work with the County to encrypt the database at a file level, encrypt the ODBC, and will change the default passwords so that access is made for authorized users only. This has been agreed to by Cook County's Security Office.

PAYMENT AND PRICING

Hyland shall invoice County in accordance with the pricing and payment tables below. Invoices must conform to the terms set forth in Article 5, Section (b) of the PSA.

County acknowledges that the services estimated are based solely on the information provided to Hyland and referenced in the above Project Area(s).

Project Name	Estimate Type	Total Amount	Amount Allocated to Dept. of Revenue	Amount Allocated to Animal Control
Project 1 - Department Of Revenue Solution	Fixed Fee	\$122,322.40 USD	\$122,322.40 USD	\$0 USD
Project 2 – Phase I – Animal Control Department Solution Set	Fixed Fee	\$848,514.70 USD	\$0 USD	\$848,514.70 USD
Project 3 – Solution Specific Custom Training	Fixed Fee	\$19,104.32 USD	\$0 USD	\$19,104.32 USD
Project 4 - Initial OnBase Utilization Benchmark Services	Fixed Fee	\$85,309.28 USD	\$42,654.64 USD	\$42,654.64 USD
OnBase Premium Subscription	Fixed Fee	\$3,080.00 USD	\$0 USD	\$3,080.00 USD
Custom Portal source code	Fixed Fee	\$15,000.00 USD	\$0 USD	\$15,000.00 USD
Total Fixed Fee Project Costs		\$1,093,330.70 USD	\$164,977.04 USD	\$928,353.66 USD

Pricing Assumptions

The cost estimates were created using the following assumptions:

- Project start date(s) are subject to a mutually agreed upon schedule after execution of the PSA;
- The above pricing estimate for Projects 1 through 4 includes fixed price services fees, exclusive of travel expenses;
- Travel expenses are not included in the cost estimate above and will be invoiced separately, monthly in arrears;
- Each deliverable created during this project will use Hyland's standard deliverable templates. County requested changes to the deliverable template may increase project costs or introduce timeline delays; and
- Go-live will be a one (1) time event for each project.

The fixed prices above represent a fixed price services engagement, exclusive of travel expenses. Payment milestones for the fixed fee project costs will be invoiced as follows:

#	Item	Fees
Department of Revenue:		
1	Payment Milestone 1: (50%) of the Total Allocation of Fixed Fee Project Costs to Department of Revenue will be invoiced by Hyland to County upon Hyland's delivery of the Solution Requirements Document for the Department of Revenue project.	\$82,488.52 USD
2	Payment Milestone 2: (50%) of the Total Allocation of Fixed Fee Project Costs to Department of Revenue will be invoiced by Hyland to County upon Hyland's delivery of thirty-two (32) hours of go-live support for the Department of Revenue project and delivery of the first Benchmark Report.	\$82,488.52 USD
Department of Animal Control:		
3	Payment Milestone 3: (10%) of the Total Allocation of Fixed Fee Project Costs to Animal Control will be invoiced by Hyland to County upon Hyland's delivery of the Project Plan for the Animal Control project.	\$92,835.36 USD
4	Payment Milestone 4: (25%) of the Total Allocation of Fixed Fee Project Costs to Animal Control will be invoiced by Hyland to County upon Hyland's delivery of the Solution Requirements Document for the Animal Control project.	\$232,088.42 USD
5	Payment Milestone 5: (25%) of the Total Allocation of Fixed Fee Project Costs to Animal Control will be invoiced by Hyland to County upon the beginning of the Animal Control Acceptance Testing Period.	\$232,088.42 USD
6	Payment Milestone 6: (30%) of the Total Allocation of Fixed Fee Project Costs to Animal Control will be invoiced by Hyland to County upon Hyland's delivery of thirty (30) days of go-live support at an average of 50% utilization for the Animal Control project and delivery of the custom portal source code.	\$278,506.10 USD
7	Payment Milestone 7: (10%) of the Total Allocation of Fixed Fee Project Costs to Animal Control will be invoiced by Hyland to County upon Hyland's delivery of the OnBase Benchmark Report for the Animal Control project.	\$92,835.36 USD
Total Milestone Payments for Fixed Fee Project Costs		\$1,093,330.70 USD

Contingency Fees

In the event County requests Services which are not included as part of this Statement of Work, the parties must enter into a separate Statement of Work or a PCR (as described in Appendix 1 hereto). Included as part of the cost schedule, the County will have a discretionary bucket of hours for use toward any additional out-of-scope work, which will be documented in a separate Statement of Work or PCR. No work shall be performed against these hours without execution of such separate Statement of Work or PCR by County. Hyland and County agree that for the one (1) year period following the date of the PSA, the rates set forth in the table below shall be used to determine the fees for such additional work. Thereafter such fees shall be based upon Hyland's then-current GSA rates. The total amount of additional services fees shall not exceed \$300,000.000 USD, which is based upon the following assumptions. The contingency allocations are assumptions and are subject to change at the discretion of the County.

- a. \$182,000 USD for additional services fees, which will use the rates contained in the table below according to the provisions described above;
- b. \$72,000 USD for classroom training, which will be selected from the available options listed on Hyland's training website (www.training.OnBase.com), and registered for by County through the website; and
- c. \$46,000 USD for travel expenses.

Hyland Resource Rate Card	Single Resource Commitment	
	Adhoc	1 Year +
Project Resources		
Project Manager	\$132.99	\$132.99
Solution Engineer	\$167.63	\$145.00
Custom Solution Developer	\$171.68	\$170.00
Trainer	\$171.68	N/A
Database Engineer	\$171.68	\$170.00
Business Process Consultant	\$203.40	\$170.00
Infrastructure Engineer	\$132.99	\$132.99

APPENDIX 1: PROJECT CHANGE PROCESS

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

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

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

- A Project Change Request (PCR) will be the vehicle for communicating change. County's Project Manager will provide standard templates to complete for change order requests. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project. It will also include the scope of the change, a description of the activities to be completed as part of the project change request, an outline of the responsibilities of the parties involved and the estimated level of effort (and cost) to complete.
- Designated County representatives shall be authorized on behalf of the County to approve change orders that do not increase the cost of the project or delay the completion of the project.
- If a change request has an impact on budget or schedule, it will be presented to County's steering committee for approval, which approval shall be provided within the timeframe specified by Hyland in the PCR. The steering committee will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (acceptance or rejection) of the PCR will be documented.
- If approved, a written PCR will be signed by both Hyland and County to authorize implementation of the requested change.
- Approved PCRs which have been signed by both Hyland and County will be incorporated into the project work plan and assigned to the appropriate resources.
- Notwithstanding anything to the contrary herein, neither party shall be obligated or required to sign any PCR which has not been mutually agreed upon by both parties.

*** END OF DOCUMENT ***

Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 2
Master Software License and Support Agreement

MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Master Software License, Services and Support Agreement (“Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 (“Hyland”), and County of Cook with its principal offices at 118 North Clark Street, Room 537, Chicago, Illinois 60602 (“Customer”).

RECITAL

- A. Customer desires to license Software (as defined herein) from Hyland subject to and in accordance with the terms of this Agreement.
- B. Simultaneously herewith, Hyland and Customer have entered into a Professional Services Agreement (“PSA”), which sets forth certain terms and conditions related to Hyland’s performance of professional services related to the Software.

PURCHASE TABLE

INITIAL SOFTWARE LICENSED:	
OnBase® Information Management System	
Software:	Quantity
Multi-User Server	1
Production Document Imaging (TWAIN) (1)	1
Production Document Imaging (TWAIN) (2)	1
Reporting Dashboards	1
Report Services	1
Workflow/Workview Concurrent Client SL	25
Workflow/Workview Named User Client SL	23
Concurrent Client	27
Named User Client	23
Unity Client Server	1
Web Server	1
Unity Forms	1
Office Business Application for 2013 (workstation)	10
Context Search Framework	1
EDM Services	1
Signature Pad Interface (TWAIN)	1
Distributed Disk Services	1
Unity Integration Toolkit	1
Document Composition	1
Encrypted Alpha Keywords	1
Encrypted Diskgroups	1
Directory Import Processor	1
Bar Code Recognition Server	1
Office Business Application for 2013 (Concurrent)	3
Document Import Processor	1
Integration for Revenue Solutions, Inc. Revenue Premier	1

This Agreement consists of this document and the General Terms and Conditions attached to this document as Attachment A and Attachment B. All Software, Work Products, and Maintenance and Support which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement. Customer specifically represents and warrants to Hyland that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

COUNTY OF COOK
"CUSTOMER"

HYLAND SOFTWARE, INC.
"HYLAND"

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

Tax Information:

X (1) Exempt (Provide Tax Exemption Form)

___ (2) Non-Exempt.

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS.

Certain capitalized terms used in this Agreement have the meanings set forth below:

- (a) "Delivery (including "Deliver" or "Delivered") means:
 - (1) in the case of Software: (A) in the case of any Software module included in the initial Software referenced in the Purchase Table, by the electronic downloading of such Software onto Customer's systems, or such Software being made available to Customer for electronic download onto Customer's systems from a location identified by Hyland to Customer; or (B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) to Customer of a Production Certificate which includes such Software module; and
 - (2) in the case of a Production Certificate, either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified to Customer.
- (b) "CDW" means CDW Government Inc., a subcontractor of KBS, through whom Customer desires to purchase Software and Maintenance and Support hereunder.
- (c) "Documentation" means: (1) in the case of the Software, the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software; or (2) in the case of any Work Product, the Specifications (if any) for the Work Product.
- (d) "Effective Date" means the date on which the Agreement begins, set forth in Article 4, Section (a) of the PSA ("Term of Performance").
- (e) "Error" means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in all material respects as described in the Documentation.
- (f) "Error Correction Services" means Hyland's services described in Section 5.2(b).
- (g) "Initial Maintenance Period" is defined in Section 2.2(a).
- (h) "KBS" means KBS Computer Services, Inc., an authorized solution provider of Hyland.
- (i) "Maintenance and Support" means for Supported Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with Section 5.2(d).
- (j) "Production Certificate" means: (1) license codes, a license certificate; or (2) an IFM file issued by Hyland and necessary for Customer to activate Software for Customer's production use.
- (k) "Professional Services" means any professional services provided by Hyland under the PSA.
- (l) "PSA" is defined in the first Recital.
- (m) "Software" means: (1) Hyland's proprietary software products, listed in the Purchase Table, and other Hyland proprietary software products for which Customer submits a written purchase order to Hyland or its authorized solution provider and that Hyland fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (2) all Upgrades and Enhancements of the software products described in clause (1) which Customer properly obtains pursuant to the terms of Section 5.2(d) of these General Terms and Conditions.
- (n) "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Hyland under the PSA.

(o) "Supported Software; Retired Software". At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions: (1) "Supported Software" means the current released version of the Software licensed by Customer from Hyland, and any other version of such Software that is not Retired Software; or (2) "Retired Software" means any version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland's applicable secure end user web site (as described on Attachment B). Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site. Additionally, provided Customer is registered on Hyland's Community website, Hyland will provide notification via email regarding such change.

(p) "Technical Support Services" means Hyland's services described in Section 5.2(a).

(q) "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

(r) "Work Products" is defined in the PSA.

2. FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS.

2.1 SOFTWARE LICENSE FEES; PAYMENT TERMS.

(a) Initial Software Licensed. Customer will submit to KBS (through CDW) a purchase order for licenses to the Software listed in the Purchase Table, and KBS will, in turn, submit purchase order for such Software to Hyland. Hyland or KBS (through CDW) shall invoice Customer for the Software license fees applicable to such Software.

(b) Follow-on Purchases of Licenses of Software. Customer may purchase additional Software from Hyland or KBS (through CDW). Software license fees for follow-on purchases of licenses of Software shall be determined at such prices as Customer and Hyland or KBS (through CDW), as applicable, may mutually agree. Hyland or KBS (through CDW) shall invoice Customer for the Software license fees applicable to such Software.

(c) Delivery of Software. Notwithstanding anything to the contrary herein, if Customer elects to purchase Software through Hyland's authorized solution provider, such solution provider, not Hyland, shall be obligated to Deliver such Software to Customer.

2.2 ANNUAL MAINTENANCE FEES; PAYMENT TERMS.

(a) Initial Maintenance Period. Customer has submitted to KBS (through CDW) a purchase order for Maintenance and Support relating to the Supported Software listed in the Purchase Table. The first maintenance period relating to the initial Supported Software listed in the Purchase Table shall be the twelve (12) month period that begins on the ninetieth (90th) day after the Effective Date (the "Initial Maintenance Period").

(b) First Maintenance Period for Add-on Software. The first maintenance period related to Supported Software modules for which Customer purchases licenses under this Agreement after the Effective Date shall begin upon Delivery of such additional Software. Annual maintenance fees for the first maintenance period applicable to such Software shall be determined at such prices as Customer and Hyland or KBS (through CDW), as applicable, may mutually agree. Hyland or KBS (through CDW) shall invoice Customer for the annual maintenance fees for the first maintenance period applicable to such Software.

(c) Additional Maintenance Periods. Customer may elect to purchase Maintenance and Support for additional renewal maintenance periods in accordance with Section 5.6(a) below.

2.3 TRAINING. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.8 below.

3. CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS.

3.1 PURCHASE ORDERS FOR SOFTWARE. Customer may submit a written purchase order to Hyland or its authorized solution provider for the purchase of licenses for Software that Customer licenses under this Agreement. Each such purchase order shall be subject to acceptance or rejection by Hyland or its authorized solution provider. The Software shall be Delivered following acceptance of Customer's purchase order and Hyland's receipt of payment of the applicable Software license fees (either directly from Customer or from Hyland's authorized solution provider, as the case may be). Nothing in this Section shall preclude Customer from purchasing Software licenses from CDW, as a subcontractor of KBS, or other authorized solution providers of Hyland.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

(a) Subject to Hyland's receipt of the applicable Software license fees and subject further to Customer's compliance with this Agreement, Hyland grants to Customer a perpetual (except as otherwise provided in this Agreement), non-exclusive, non-assignable, limited license to: (i) the Software, in machine-readable object code form only, and the associated Documentation; and (ii) Work Products and associated Documentation; in each case solely for use by:

(A) Customer internally, and only for storing, processing and accessing Customer's own data; and

(B) subject to Section 3.2(i) below, by a third party contractor retained by Customer as a provider of services to Customer ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the Contractor's contractual obligations as a service provider to Customer.

The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Work Products or associated Documentation in any manner not expressly permitted by this Agreement.

(b) Modification of Work Products

(1) Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

(2) Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 3.2(a) above.

(3) Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify and, if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 3.2(a) above.

(c) Each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level"). Customer may choose to purchase a higher volume level at any time. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software or Work Products (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(d) Customer shall be entitled to use one (1) production copy of the Software and each Work Product licensed and one (1) additional copy of the production environment licensed Software and Work Products for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software or Work Products in a production environment. In addition, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software and Work Products to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software and Work Products, developing integrations between the Software or Work Products and other applications that integrate to the Software or Work Products solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software and Work Products ("Test Systems"). Customer may be required to provide to Hyland certain information relating to Customer's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software or Work Products in any non-production system is to stop using such Software or Work Products and return it to Hyland, provided that, in the event Customer is currently purchasing Maintenance and Support from Hyland, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in Section 5.2 Customer shall not make any copies of the Software or Work Products not specifically authorized by this Section 3.2(d).

(e) From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in Customer's Test Systems. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (2) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (A) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (B) deliver a purchase order for purchase of such Evaluation Software.

(f) Customer agrees: (1) not to remove any Hyland notices in the Software, Work Products or Documentation; (2) not to sell, transfer, rent, lease, time share or sub-license the Software, Work Products or Documentation to any third party; (3) except as expressly permitted by Section 3.2(b) with respect to Work Products, not to alter or modify the Software, Work Products or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Work Products; and (5) not to prepare derivative works from the Software, Work Products or Documentation.

(g) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

(h) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this Agreement

(i) Customer agrees that if it desires to allow a Contractor to do any of the following:

- (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); or
- (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or
- (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Permitted User's or Contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by Permitted User or Contractor;

Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (1) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (2) Contractors may use the Software only in compliance with the terms of this Agreement, and (3) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement.

(j) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use."

(k) Upon reasonable notice to Customer, and upon a schedule that is mutually agreed upon by the parties, Hyland shall be permitted access to Customer's Software system and to audit Customer's use of the Software in order to determine Customer's compliance with the licensing terms of this Agreement. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

(l) The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain Customer's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

3.3 OWNERSHIP Hyland and its suppliers own the Software and Documentation, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software is transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.4 INFRINGEMENT INDEMNIFICATION.

(a) Generally. Hyland agrees to defend and indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (1) is notified promptly after Customer receives notice of such claim; (2) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (3) receives Customer's reasonable cooperation in the defense or settlement of such claim, in accordance with 55 ILCS 5/3-9005; and (4) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

(b) Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 3.4(a)(4), Hyland shall either:

(1) remove the infringing portion of the Software and/or Work Products and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer, plus the "unused portion of annual maintenance fees" (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or

(B) if applicable, the full services fees paid by Customer for the creation and implementation of the infringing Work Products; or

(2) if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to Customer for the uses Customer previously has been making of the Software and Work

Products in accordance with this Agreement, and at the election of Customer in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer for the infringing portion of the Software; plus

(B) if applicable, the unamortized Software license fees (determined as provided below) paid by Customer for all non-infringing portions of Software that are removed; plus

(C) if (A) and (B) above are applicable, then the "unused portion of annual maintenance fees" (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal; plus

(D) if applicable, the full services fees paid by Customer for the creation and implementation of the infringing portion of the Work Products, plus

(E) if applicable, the unamortized services fees (determined as provided below) paid by Customer for all non-infringing Work Products that are removed.

In determining the "unamortized" amount of any Software license fees or services fees hereunder, such amount shall be determined based upon a five (5) year straight-line amortization schedule commencing on the date the Software or Work Product in question is Delivered by Hyland to Customer.

(c) Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 3.4(a) that arise from: (1) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; (3) the modification or addition to of the Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (4) the Customer's business methods or processes.

(d) THIS SECTION 3.4 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE, THE WORK PRODUCTS OR THE SERVICES.

3.5 U.S. GOVERNMENT END USERS. As applicable, the terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software of the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software and Work Products to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

4. INTENTIONALLY OMITTED.

5. MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE.

5.1 PURCHASE ORDERS. Customer's purchase of Maintenance and Support for the initial Software listed in the Purchase Table and add-on Software, as well as renewals thereof, is described in section 2.2

5.2 MAINTENANCE AND SUPPORT TERMS. Hyland will provide Maintenance and Support during the hours described on Attachment B described below.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

(b) Error Correction Services. With respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction. Error Correction Services are not available for Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services. In requesting Maintenance and Support services, Customer will report in accordance with Hyland's then-applicable reporting policies and in accordance with Section 5.2(b) above. Hyland's current policies require Customer to report by telephone, using Hyland's regular technical support telephone line, or by e-mail, (each as described on Attachment B). In the case of reporting an Error, if requested by Hyland, Customer agrees to provide written documentation of such Error to substantiate the Error and to assist Hyland in the detection, confirmation and correction of such Error.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (as described on Attachment B), all Upgrades and Enhancements, if and when released during the term of this Section 5. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof. Upgrades and Enhancements are not available for Retired Software.

(e) On-line Access. Customer acknowledges and agrees that Hyland may require on-line access to the Supported Software installed on Customer's systems in order to provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

5.3 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a Statement of Work under the terms of the PSA for such Maintenance and Support.

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

5.4 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any

Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Hyland.

5.5 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services Customer agrees that such services shall not be covered by this Section 5 or the annual maintenance fees and such services only shall be engaged pursuant to a Statement of Work under the PSA.

5.6 MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT.

(a) Generally. Subject to the termination provisions of this Agreement, the first maintenance period of Section 5 shall be the Initial Maintenance Period, and Section 5 may be renewed for an additional maintenance period only by mutual agreement of the parties as follows: (A) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (B) thereafter, annually on a calendar year by calendar year basis. For follow-on purchases of Software, the first maintenance period shall begin upon Delivery of such Software and continue through December 31 of the calendar year in which such Delivery occurs, and may be renewed thereafter, annually on a calendar year by calendar year basis, only by mutual agreement of the parties. With respect to any renewal maintenance period, mutual agreement may be evidenced by invoicing of annual maintenance fees for such renewal maintenance period by Hyland or its authorized solution provider, KBS (through its subcontractor CDW), and Customer's timely payment of such annual maintenance fees. Notwithstanding anything to the contrary, if Customer elects to purchase Maintenance and Support from Hyland's authorized solution provider, Hyland shall not be obligated to provide Maintenance and Support with respect to any maintenance period hereunder, including any renewal maintenance period, unless and until Hyland has received payment for such Maintenance and Support from its authorized solution provider, regardless of whether Customer has paid such authorized solution provider; and (ii) the term of Section 5 shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

(b) Reinstatement. In the event of the termination of Maintenance and Support under Section 5 either by Customer's decision not to renew or by the Supported Software becoming Retired Software, Customer may during the term of this Agreement after the effective date of such termination elect to reinstate the term of Section 5 in accordance with this paragraph. To obtain reinstatement, Customer shall: (1) deliver written notice to such effect to Hyland; (2) pay to Hyland (A) annual maintenance fees for all maintenance periods which would have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred percent (100%) of the annual maintenance fees for the renewal period of such Section 5 commencing on the effective date of such reinstatement; and (3) if the Supported Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this paragraph shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal maintenance period commencing with the effective date of such reinstatement shall be for a period ending on the first annual anniversary of such effective date; and thereafter Section 5 shall be renewed for an additional maintenance period as described in paragraph (a) above.

6. **LIMITED WARRANTIES.**

6.1 LIMITED WARRANTY FOR SUPPORTED SOFTWARE AND WORK PRODUCTS.

(a) For a period of ninety (90) days from and including the date a Supported Software module listed in the Purchase Table has been Delivered to Customer, and for a period of ninety (90) days from and including the date any other Supported Software module has been Delivered to Customer, Hyland warrants to Customer that such Supported Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (1) any Retired Software modules; or (2) any Supported Software module that has been (A) modified by Customer or a third party, (B) used in combination with equipment or software other than that which is consistent with the Documentation, or (C) misused or abused.

(b) For a period of ninety (90) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (1) modified or added to by Customer or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c) Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 90-day period, Customer

notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming Supported Software module or Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 10.3(a) of these General Terms and Conditions, Hyland will refund any portion of the Software license fees and annual maintenance fees paid prior to the time of such termination with respect to such Supported Software or the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

(d) Upon the expiration of the warranty provided in Section 6.1(a), and solely for the period, if any, that begins with the expiration of the warranty provided in Section 6.1(a) and ends with the commencement of the Initial Maintenance Period, all Errors will be supported in accordance with Section 5 of this Agreement.

6.2 INTENTIONALLY OMITTED.

7. DISCLAIMER OF WARRANTIES.

(a) EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTION 6 OF THESE GENERAL TERMS AND CONDITIONS, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INFORMATION OR MAINTENANCE AND SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, MAINTENANCE AND SUPPORT AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c) HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

(d) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

8. LIMITATIONS OF LIABILITY.

8.1 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY (INCLUDING, IN THE CASE OF HYLAND, ITS SUPPLIERS), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.2 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, HYLAND'S AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, SERVICES FEES, TRAINING REGISTRATION FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE

PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 8.1 AND 8.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 9 OF THESE GENERAL TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION), ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR A CONTRACTOR'S BREACH OF SECTION 3.2 OR 3.3 OF THESE GENERAL TERMS AND CONDITIONS .

8.4 FOR CUSTOMERS THAT PROVIDE HEALTHCARE SERVICES: IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE SOFTWARE.

9. CONFIDENTIAL INFORMATION.

9.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations. For the avoidance of doubt, the parties agree that the PSA and all of its accompanying exhibits, including, but not limited to this Master Software License Services and Support Agreement, are not "Confidential Information."

9.2 Each party agrees that, with respect to the Confidential Information of the other party, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 9 committed by any of such party's employees, agents, consultants, contractors or representatives.

10. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

10.1 TERM. This Agreement shall have a term commencing on the Effective Date and shall continue in full force and effect unless and until terminated in accordance with any of the provisions of Section 10.2 or any other provision of this Agreement which expressly provides rights of termination or non-renewal.

10.2 TERMINATION.

(a) By Customer. Customer may terminate this Agreement, in its entirety, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) By Either Party. Either party may terminate this Agreement, in each case in its entirety, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement and has failed to cure the breach within sixty (60) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach of any of the provisions of Section 3.2(f)(3)-(5) or any action taken by Customer which is inconsistent with or in conflict with the provisions of Section 3.3, both of which are considered for all purposes to be material provisions of this Agreement.

10.3 CERTAIN EFFECTS OR CONSEQUENCES OF TERMINATION; SURVIVAL OF CERTAIN PROVISIONS.

(a) Software, Work Products and Documentation. Upon any termination of this Agreement in its entirety, any license to use the Software and Work Products will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (1) discontinue any and all use of the Software, Work Products and Documentation; and (2) either (A) return the Software, Work Products and Documentation to Hyland, or (B) with the prior permission of Hyland,

destroy the Software, Work Products and Documentation and certify in writing to Hyland that Customer has completed such destruction. The licenses granted under Section 3 shall not terminate in the event either party elects not to renew Maintenance and Support in accordance with Section 5.6.

(b) Generally. Any termination will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination; and all liabilities which have accrued prior to the date of termination shall survive. In the event that Customer terminates this Agreement for cause due to Hyland's breach, Customer shall be entitled to a pro rata refund of annual maintenance fees actually paid for the maintenance period which terminates as a result of such termination (the "unused portion of annual maintenance fees").

(c) Survival of Certain Obligations. All provisions of this Agreement, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 3.3, 3.5, Section 6, Section 7, Section 8, Section 9, this Section 10 and Section 11.

11. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 11 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 11 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

12. GENERAL PROVISIONS

12.1 GOVERNING LAW; JURISDICTION. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Illinois (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cook County, Illinois.

12.2 INTERPRETATION. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

12.3 WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

12.4 INTEGRATION. This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter hereof and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any reseller agreement, purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

12.5 NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1)

above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

12.6 **BINDING EFFECT; NO ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 12.6 shall be null and void and of no force or effect.

12.7 **SEVERABILITY.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

12.8 **SUBCONTRACTING.** Hyland may subcontract all or any part of the services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. Hyland shall remain responsible to Customer for the provision of any subcontracted services.

12.9 **INDEPENDENT CONTRACTOR.** The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

12.10 **EXPORT.** The Software, Work Products and Documentation are subject to United States export control laws and regulations. Customer agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Work Products or Documentation is not exported in violation of United States of America law. Customer agrees that it will not export or re-export the Software, Work Products or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

12.11 **INJUNCTIVE RELIEF.** The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

12.12 **MARKETING AND PUBLICITY.** Neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

12.13 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

12.14 **EXPENSES.** Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

12.15 **THIRD PARTIES.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

ATTACHMENT B

TECHNICAL SUPPORT INFORMATION

The technical support telephone lines, technical support email addresses and secure end user websites currently maintained by Hyland are as follows:

For the Singularity™ Software:

Technical Support Line: currently 1-800-722-4454

Technical Support e-mail address: currently support@hershey.com

Secure End User Website: currently <http://singularity.hershey.com>

Hours: Excluding holidays, during the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday

For the SIRE™ Software:

Technical Support Line: currently 801-415-0626

Technical Support e-mail address: currently support@siretechnologies.com

Secure End User Website: currently <http://siretechnologies.com>

Hours: Excluding holidays, during the hours of 6:00 a.m. to 6:00 p.m., USA Mountain Standard Time, Monday through Friday

For the OnBase®, IACConnect®, ReqConnect® and VPCConnect™ Software:

Technical Support Line: currently 440-788-5600

Technical Support e-mail address: currently support@onbase.com

Secure End User Website: currently <https://www.hyland.com/community>

Hours: Excluding holidays, Hyland will provide Maintenance and Support twenty-four hours a day, seven days a week.

For the Hyland AnyDoc® Software:

Technical Support Line: currently (888) 426-9362

Technical Support e-mail address: currently support@anydocsoftware.com

Secure End User Website: currently <https://www.anydocsoftware.com/support.html>

Hours: Excluding holidays, during the hours of 9:00 a.m. to 6:00 p.m., USA Eastern Time, Monday through Friday.

Hyland may, from time to time, change the applicable technical support hours, technical support telephone line, technical support email address or secure end user website to be used by Customer in connection with Hyland's Software products.

Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 3

Cook County Information Technology Special Conditions

Exhibit 3

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

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

1.2. ***"Contractor"*** means Hyland Software, Inc.

1.3. ***"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.

1.4. ***"Party"*** means either County or Contractor.

1.5. ***"Parties"*** means both County and Contractor.

1.6. ***"Personal Information"*** means personal data or information that relates to a specific, identifiable, individual person, including County personnel and individuals about whom the County, 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.

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

2. SERVICES AND DELIVERABLES

2.1. **Approved Facilities.** Contractor will perform Services only within the continental United States.

2.2. **Standards and Procedures.** Contractor will maintain procedures relating to: (i) security processes; (ii) business continuity; (iii) disaster recovery; and (iv) the handling of Personal Information.

3. DATA SECURITY AND PRIVACY

3.1. **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 mutually agreed upon form.

3.2. **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 mutually agreed upon form.

3.3. Encryption Requirement. Contractor shall encrypt all Personal Information and all other County confidential information as required in an applicable Statement of Work.

4. MISCELLANEOUS

4.1. 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.

Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment

I. POLICY AND GOALS

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

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

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

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

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

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

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

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

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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 that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

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



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

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11th District

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14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

September 9, 2016

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

Re: Contract No. 1618-15637
Enterprise Content Management System for Animal Control Rabies Tag Certification and Integrated Revenue
Bureau of Technology

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: Hyland Software, Inc.
Contract Value: \$1,393,331.70
Contract Goal: 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
The Frances Group, Inc.	MBE (6)	Cook County	27.5% (Direct)

Partial M/WBE Waiver Granted: Due other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. The aggregate dollar value of the contract includes contingency fees. Hyland agrees to offer additional MBE/WBE participation as applicable on the professional services that the County requests to be performed from the contingency fees. The commitment is based on the total contract value including the contingency fees.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

cc: Richard Sanchez, OCPO
Jim Gavin, BOT

Enclosures: Revised MBE/WBE forms

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: The Frances Group, Inc
Address: 9901 South Western Suite 205 Chicago IL 60643
E-mail: cdavis@thefrancesgroup.net
Contact Person: Chanda Davis Phone: 773-428-5371
Dollar Amount Participation: \$ \$382,665.75
Percent Amount of Participation: 35% %

*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: The Frances Group, Inc
Contact Person: Chanda Davis
Address: 9901 South Western Suite 205
City/State: Chicago IL Zip: 60643
Phone: 773/233-8199 Fax: _____
Email: cdavis@thefrancesgroup.net

Certifying Agency: Cook
Certification Expiration Date: October 19, 2016
Ethnicity: African American
Bid/Proposal/Contract #: BSA-EU-0000-12259901
FEIN #: 75-3207909

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)

Provide professional services that may include: Business analysis and requirements gathering, User Acceptance Testing, Solutions Engineer for design and configuration, Training and Training Materials, Go live support and Project Management.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$382,865.75 , 35%

Payment terms are based on MileStones and/or Net 60 from invoice

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.

Chanda Davis
Signature (M/WBE)
Chanda L. Davis
Print Name
The Frances Group, Inc
Firm Name
8/25/16
Date

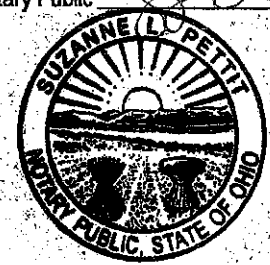
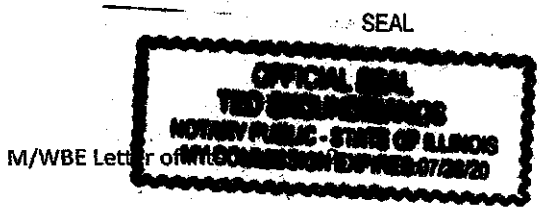
W.A. Priemer
Signature (Prime Bidder/Proposer)
W.A. Priemer
Print Name
Hyland Software, Inc.
Firm Name
8/26/16
Date

Subscribed and sworn before me
this 30 day of August, 2016.

Notary Public Teal SkovronQuinn

Subscribed and sworn before me
this 26 day of August, 2016.

Notary Public Suzanne L. Pettit



SUZANNE L. PETTIT
NOTARY PUBLIC
STATE OF OHIO
RECORDED IN
LORAIN COUNTY
My Commission Expires
April 25, 2017
2017

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)

_____ % of Reduction for MBE Participation

_____ % 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.

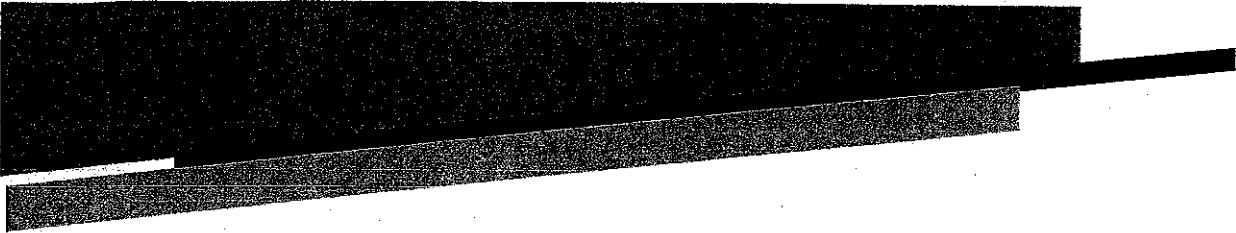
- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable 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.



Hyland Software
28500 Clemens Rd.
Westlake, OH 44145

September 9, 2016

Cook County Compliance Office
118 N. Clark Street Room 1020
Chicago, Illinois 60602

Dear Aleatha Easley,

Hyland Software is petitioning for a partial reduction of MBE/WBE participation as it relates to the services being provided for Contract# 1618-15637 for Cook County. The aggregate dollar value of the business we are seeking to do with the County is \$1,393,330.70. \$1,090,330.70 of that total represents the initial fixed fee professional services project we will be providing to Cook; of which we have allocated 35% MBE/WBE participation. The remaining \$300,000 is allocated to contingency fees (this is detailed out in Exhibit 1-Statement of Work) that the County can elect to use for travel expenses, classroom training, or additional professional services. Hyland agrees to offer 35% MBE/WBE participation associated with applicable professional services that the County requests to be performed from the contingency fees.

Thank you,

Alecia Hitchman
Account Manager, US Channel
Hyland, creator of OnBase®
Desk | 440.788.6829
Cell | 216.385.0771

Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 5

Identification of Subcontractor/Supplier/Subconsultant Form

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

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

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

Bid/RFP/RFQ No.: 1618-15637	Date: October 4, 2016
Total Bid or Proposal Amount: \$1,393,330.70	Contract Title: ONBASE ENTERPRISE CONTENT MGMT SYSTEM
Contractor: Hyland Software, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: The Frances Group, Inc.
Authorized Contact for Contractor: Alecia Hitchman	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Chanda Davis
Email Address (Contractor): hylandcontracts@onbase.com	Email Address (Subcontractor): cdavis@thefrancesgroup.net
Company Address (Contractor): 28500 Clemens Road	Company Address (Subcontractor): 9901 South Western, Suite 205
City, State and Zip (Contractor): Westlake, OH 44145	City, State and Zip (Subcontractor): Chicago, IL 60643
Telephone and Fax (Contractor): 440-788-5000	Telephone and Fax (Subcontractor): 773-428-5371
Estimated Start and Completion Dates (Contractor): 10/12/16-10/11/19	Estimated Start and Completion Dates (Subcontractor): 11/7/16-12/29/2017

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Solutions Engineer for design configuration, training, go live support and PM.	\$382,665.75

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.**

Hyland Software, Inc.

Contractor

Noreen Kilbane

Name

Senior Vice President

Title

Noreen Kilbane
Prime Contractor-Signature

10/04/2016
Date



EXHIBIT 6

Evidence of Insurance



HYLASOF-01

POER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2016

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

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

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland, OH 44114	(216) 367-8787	CONTACT NAME: Sue-anne S. Bacan PHONE (A/C, No, Ext): (216) 367-8090 FAX (A/C, No): (216) 367-8091 E-MAIL ADDRESS: sbacan@oswaldcompanies.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HSI Holdings I, Inc. Hyland Software, Inc. 28500 Clemens Road Westlake, OH 44145-	INSURER A: Federal Insurance Company		20281
	INSURER B: Great Northern Insurance Co.		20303
	INSURER C: Pacific Indemnity Company		20346
	INSURER D: Illinois National Ins Co		23817
	INSURER E: INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	35783325	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liability Global Extensio \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>	N	N	73522883	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None	N	N	79882068	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	71713993	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Comm'l Errors & Omissions Liab	N	N	043812576	12/31/2015	12/31/2016	Retention \$100,000 2,000,000 Occ/Agg

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

Cook County, its officials, employees and agents are included as additional insureds for General Liability on a primary, non-contributory basis per form 80-02-2367 attached.

Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it.

CERTIFICATE HOLDER**CANCELLATION**

County of Cook
 Office of Chief Procurement Officer
 118 N. Clark St., 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.

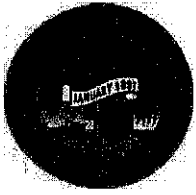
AUTHORIZED REPRESENTATIVE

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Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 7

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-5093	Version:	1	Name:	Hyland Software, Inc., Westlake, Ohio
Type:	Contract	Status:		Status:	Approved
File created:	8/30/2016	In control:		In control:	Technology and Innovation Committee
On agenda:	10/5/2016	Final action:		Final action:	10/5/2016
Title:	PROPOSED CONTRACT				

Department(s): Animal Control

Vendor: Hyland Software, Inc., Westlake, Ohio

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

Good(s) or Service(s): OnBase Enterprise Content Management System

Contract Value: \$1,393,330.70

Contract period: 10/1/2016 - 9/30/2019, with two (2), one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2016 \$77,407.26, FY 2017 \$464,443.57, FY 2018 \$464,443.57, FY 19 \$387,036.31

Accounts: 1600909615-579 (\$464,977.04); 510-260 (\$928,353.65)

Contract Number(s): 1618-15637

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation

The Chief Procurement Officer concurs.

The Bureau of Technology concurs.

Summary: Currently, the Department of Animal and Rabies Control ("DARC") relies upon an aging mainframe solution and isolated manual processes to manage documents and content related to its departmental mandates. The proposed system aims to replace legacy operations with a robust Enterprise Content Management ("ECM") platform that is scalable and will grow with DARC's business needs. The ECM is also accompanied by a Responsive Design Web Portal that will render across mobile and desktop devices and transform cumbersome manual processes into automated online services for customers.

The ECM will achieve additional efficiencies by adopting BOT's Hyland OnBase software standard, which will provide a centralized solution for managing DARC's internal operations.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Hyland Software, Inc. was previously awarded a contract through a Request for Proposals (RFP) process by the state of Ohio. Cook County wishes to leverage

Sponsors:

Indexes: DONNA M. ALEXANDER, VMD, Administrator, Department of Animal and Rabies Control

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/5/2016	1	Board of Commissioners	approve	Pass
10/4/2016	1	Technology and Innovation Committee	recommend for approval	Pass
9/14/2016	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT

Department(s): Animal Control

Vendor: Hyland Software, Inc., Westlake, Ohio

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

Good(s) or Service(s): OnBase Enterprise Content Management System

Contract Value: \$1,393,330.70

Contract period: 10/1/2016 - 9/30/2019, with two (2), one (1) year renewal options

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Accounts: 1600909615-579 (\$464,977.04); 510-260 (\$928,353.65)

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Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 8

Travel and Expense Policy



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

Adopted: FY2009

**COOK COUNTY TRANSPORTATION EXPENSE
REIMBURSEMENT**

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

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

SECTION II. GUIDELINES

A. Commuting Expenses

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

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

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

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

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

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

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

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

D. General Guidelines

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

SECTION III.

TRANSPORTATION EXPENSE VOUCHER

A. Preparation

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

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

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

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

SECTION IV. COUNTY-OWNED AUTOMOBILE

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

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

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

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

Reimbursements shall be allowed if the following requirements are met:

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

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

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

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses,

taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.

- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.
- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

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

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

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

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.

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

SECTION VII

LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

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

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

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

B. Travel Without Lodging

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

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will

be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

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

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

Reimbursable

Stenographic and Typing Services
Storage of Baggage
Hire of Room for Official Business
Telephone Calls on Official Business

Non-Reimbursable

Entertainment
Alcoholic Beverages
Traffic Tickets

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

SECTION VIII CONFERENCES

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

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

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

B. Conference and Travel Reimbursement Voucher Preparation

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

C. Approval and Submission of Invoice Form

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

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in

which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

Contract No. 1618-15637
OnBase Enterprise Content Management System
for Animal Control Rabies Tag Certification
and Integrated Revenue

EXHIBIT 9

Economic Disclosure Statement

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
_____	_____
_____	_____

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

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

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

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

N/A

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Hyland Software, Inc.

D/B/A: N/A FEIN NO.: 34-1699247

Street Address: 28500 Clemens Road

City: Westlake State: Ohio Zip Code: 44145

Phone No.: 440-788-5000 Fax Number: 440-788-5100 Email: hylandcontracts@onbase.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
HSI Holdings II, Inc	28500 Clemens Rd. Westlake OH 44145	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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
William Priemer	28500 Clemens Rd	President & CEO	19 Years
Christopher Hyland	Westlake, OH 44145	Executive Vice President & Chief Financial Officer	24 Years

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.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

W.A. Priemer
Name of Authorized Applicant/Holder Representative (please print or type)

CEO
Title

[Signature]
Signature

8/26/16
Date

bill.priemer@ohbase.com
E-mail address

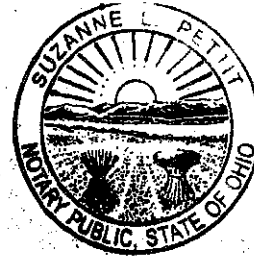
(440) 788-5000
Phone Number

Subscribed to and sworn before me
this 26 day of August 2016

My commission expires:

X [Signature]
Notary Public Signature

April 25, 2017
Notary Seal



SUZANNE L. PETTIT
NOTARY PUBLIC
STATE OF OHIO
RECORDED IN
LORAIN COUNTY
My Commission Expires
April 25, 2017



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: Hyland Software

Address of Person Doing Business with the County: 28500 Clemens Rd. Westlake OH 44145

Phone number of Person Doing Business with the County: 400-788-500

Email address of Person Doing Business with the County: Hylandcontracts@onbase.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:

Alecia Hitchman, Account Manager, alecia.hitchman@onbase.com, 440-788-6829

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: _____

Contract #: 1618-15637

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,093,330.70 USD (Services) plus \$300,000.00 in Contingency fees

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: _____

Derrick Thomas, Jim Gavin, Regine Nazaire

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: _____

Ramesh Damisetty

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 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 (defined herein as the entity's President and Chief Executive Officer; Executive Vice President and Chief Executive Officer; Senior Vice President, Administration; Senior Vice President, Corporate Strategy & Product; Senior Vice President, Global Sales; Vice President, Marketing; Associate Vice President, Global Sales Operations; Associate Vice President, Sales; Vice President, Technical Support; Associate Vice President, Strategy; Vice President, General Counsel and Corporate Secretary; Associate Vice President, Finance and Accounting; Vice President, Information Systems; and Vice President, Hyland Global Services), agents who execute business documents related to the County on behalf of the business entity, or employees directly engaged in performing professional services (including but not limited to implementation, installation, integration, or configuration, but

excluding services offered through a help line) for the County on behalf of the business entity, and any Cook County employee or person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County. The Person Doing Business with the County acknowledges that the obligation to disclose any such relationships is continuing, such that if the entity does not yet know, for example, which employees will be "directly engaged in contractual work with the County on behalf of the business entity," it will survey such employees and disclose any applicable relationships as those employees are assigned.

- 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 (as defined above), agents who execute business documents related to the County on behalf of the business entity, or employees directly engaged in performing professional services (including but not limited to implementation, installation, integration, or configuration, but excluding services offered through a help line) for the County on behalf of the business entity, and any Cook County employee or person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County. The Person Doing Business with the County acknowledges that the obligation to disclose any such relationships is continuing, such that if the entity does not yet know, for example, which employees will be "directly engaged in contractual work with the County on behalf of the business entity," it will survey such employees and disclose any applicable relationships as those employees are assigned. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Who Executes Business Documents Related to the County on Behalf of the Business Entity	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Performing Professional Services for the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

Allen B. Hillman
Signature of Recipient

09/08/2016
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: ~~Contract # BSA-EU-0000-1225901~~ 1618-15637

County Using Agency (requesting Procurement): Department of Revenue, Animal Control

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Hyland Software, Inc.

Substantial Owner Complete Name: HSI Holdings II, Inc.

FEIN# 34-1699247

Date of Birth: _____ E-mail address: HylandContracts@onbase.com

Street Address: 28500 Clemens Road

City: Westlake State: Ohio Zip: 44145

Home Phone: (440) 788 - 5000 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO** _____
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO** _____
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO** _____
- Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO** _____
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO** _____
- Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO** _____

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction 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: W.A. Priemer Date: 8/26/16

Name of Person signing (Print): W.A. Priemer Title: CEO

Subscribed and sworn to before me this 26th day of August, 20 16

X [Signature]
Notary Public Signature

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



SUZANNE L. PETTIT
NOTARY PUBLIC
STATE OF OHIO
RECORDED IN
LORAIN COUNTY
My Commission Expires
April 25, 20 17

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.


Execution by Corporation

Hyland Software, Inc.
Corporation's Name

William A. Priemer 
President's Printed Name and (Signature)

440-788-5000
Telephone

Bill@onbase.com
Email


(Secretary Signature)

August 26, 2016
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

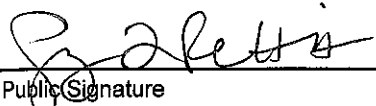
Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
26th day of August, 2016


Notary Public Signature

My commission expires
Apr. 25, 2017
Notary Seal

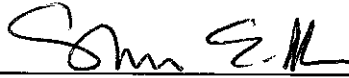


SUZANNE L. PETTIT
NOTARY PUBLIC
STATE OF OHIO
RECORDED IN
LORAIN COUNTY
My Commission Expires
April 25, 2017

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 24 DAY OF October, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1618-15637

OR


ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 1,393,330.70

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:


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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 05 2016

Date