

PROFESSIONAL SERVICES AGREEMENT

ENTERPRISE TIME AND ATTENDANCE SYSTEM

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY

AND

WORKFORCE SOFTWARE, LLC

CONTRACT NO. 2003-18500

(PURCHASE ORDER NO. 70000171908)

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Certification for Consulting or Auditing Services
Exhibit 6	Cook County Travel and Business Expenses Policy and Procedures
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Cook County IT Special Conditions
Exhibit 9	Board Authorization
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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and WorkForce Software, LLC, doing business as a Limited Liability Company of the State of Delaware hereinafter referred to as “Consultant” or “WorkForce” or “WFS”, collectively referred to as “the Parties”, pursuant to authorization by the Cook County Board of Commissioners on December 17, 2020 as evidenced by Board Authorization letter attached hereto as EXHIBIT “9”.

BACKGROUND

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

“Acceptance” shall have the meaning specified in the applicable Statement of Work (the “SOW”).

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services. Any Additional Services shall be billed at Consultant’s then-current rates through an approved Project Change order, or as set forth in the Statement of Work.

“Affiliate” means any direct and/or indirect holding company or subsidiary of the relevant entity.

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

"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.

"Deliverable" shall mean any materials produced or provided to Cook County by Consultant under a Statement of Work, including but not limited to project plans, software, configurations, documentation, status reports, or other items requested by Cook County under this Agreement.

"Intellectual Property Rights" shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including, but not limited to, the ideas, methodologies, methods of operation, processes, and the look and feel of the Deliverables.

"Related Systems" shall mean County owned or operated computers, web-browsers, operation systems, firewalls, networks, e-mail servers, LDAP servers, portals, data collection equipment, payroll/HR software, ERP software, third party software and any other hardware or software that connects with and/or affects the Deliverables if they are not operating properly or are not configured properly, whether or not provided by or deployed by the Consultant.

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

"Statement of Work" or **"SOW"** means one or more written orders for Services and Deliverables to be provided by Consultant to Cook County.

"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.

"Training Materials" shall mean the instructor guide(s), student guide(s), job aids and/or tutorials developed by Consultant for one or more Consultant products.

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Certification for Consulting or Auditing Services
Exhibit 6	Cook County Travel and Business Expenses Policy and Procedures
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Cook County IT Special Conditions
Exhibit 9	Board Authorization
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ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables.

Consultant warrants it will provide the Services in a professional and workmanlike manner, consistent with standards in the industry. Except as otherwise stated in the Agreement, including its exhibits, Consultant's sole liability for any Services not meeting these standards will be for Consultant to re-perform the Services which were deficient at no additional cost to County.

Consultant warrants that each Deliverable shall materially meet the agreed upon and defined specifications as set forth in the applicable Statement of Work for a period set forth in the applicable SOW. Should County find and report in writing any material variances between the Deliverables and the aforementioned specifications during the applicable warranty period as set forth in the SOW, Consultant will, at no additional cost, correct such Deliverables so they meet the specifications. The warranty herein shall be conditioned upon County notifying Consultant, providing a detailed description of the material variance, including steps to reproduce the variance, if applicable, and providing other assistance as Consultant may reasonably request to allow it to investigate the variance.

The County may reasonably reject Deliverables that do not include all documents or other materials and requirements specified in the applicable SOW. Acceptance or rejection of Deliverables shall be in accordance with the time frames provided in the applicable SOW.

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Subject to County's reasonable cooperation in connection with the development of the functional requirements and the accuracy of the information provided by County to Consultant, and subject to the terms of the applicable SOW, Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf.

Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

With the exception of subsection (iii) below, Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold, condition or delay. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. A request by County to remove Consultant's Key Personnel must be reasonable and not for any unlawful purpose. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. County understands and acknowledges that any delay caused by the removal of Key Personnel, at the request of County, may result in delays of the Deliverables. In the event of such delay, Contractor shall not be responsible for affected milestone or delivery dates, as may be described in the affected SOW

iii) **Control of Consultant Personnel**

Notwithstanding the foregoing sections i and ii, Consultant has the option in its sole and absolute discretion to terminate the participation of any of Consultant's personnel assigned to perform Services under this Agreement for the following: (i) personnel voluntarily resigns from Consultant; (ii) personnel is dismissed by Consultant; (iii) personnel is unable to work due to his or her illness or disability; or (iv) a delay in the provision of the Services caused by Customer.

List of Key Personnel, if any, to be provided within two (2) business weeks within the state of the applicable SOW.

iv) **Salaries and Wages**

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

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

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

f) Insurance

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.

Subconsultants must maintain insurance with commercially reasonable coverage and limits. Subconsultants insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses and comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its or Subconsultants operations under 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 \$1,000,000 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.

(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 named as an additional insured on a primary, non-contributory basis.

(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.

(5) Network Security & Privacy Liability (Cyber Liability)

The Consultant shall secure coverage for first and third-party claims with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If any such policy is written on a claims-made form:

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

ii) **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 on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent 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) The Consultant shall provide the Office of the Chief Procurement Officer with ten (10) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-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.
- (5) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"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 and Limitation of Liability

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, reasonable attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising by first and third parties relating to bodily injury or death of any person occasioned by Consultant while on-site at County's location, or damage to real and/or tangible personal property occasioned by Contractor while on-site at County's location. The foregoing shall not excuse Consultant's liability, regardless of where the Consultant liability occurs, for data loss; data theft; data breach; breach of confidentiality; breach of data privacy laws; or breach of data security or data protection laws caused

directly by the gross negligence or willful misconduct of the Consultant, its personnel, or agents in connection with the performance of the Services. To receive any indemnities specified in the Agreement, the County must promptly notify Consultant in writing of a claim or suit. With respect to third party claims, the County must also provide reasonable cooperation (at the Consultant's expense); full authority to defend or settle the claim or suit; and shall have no obligation to indemnify the County under any third party settlement made without the Consultant's written consent.

Consultant shall, subject to the limitation of liability cap below, for reasonable indirect damages related to data breaches imposed by a Court of competent jurisdiction, indemnify County for the following: forensic investigations relating to a data breach; data breach remediation (including environment hardening); out-bound communications, including notifications to potentially affected individuals and to regulatory agencies; credit monitoring for potentially affected individuals; in-bound communications, including call center operations; reasonable legal fees for breach response; fines or settlements, subject to the review and approval of Consultant, with any regulatory agencies (collectively "Indirect Damages for Data Breaches").

Except for the indemnifications provided in this Section (g), and the third party infringement indemnification provided in Section (g), and the Indirect Damages for Data Breaches set forth above, in no event shall Consultant be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Deliverables or the Services supplied by Consultant, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this Section applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether Consultant has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term. Except for Consultant's obligation to indemnify County for: (a) intellectual property indemnification; (b) any Data Breaches; and (b) bodily injury or death caused while on-site at County's location, Consultant's liability hereunder for damages shall not, in any event, exceed two times (2X) fees paid during the twelve (12) month period immediately preceding the event which gave rise to the claim. Except for County's liability to Consultant for: (a) any breaches or unauthorized disclosures of Training Materials; or (b) any breaches or unauthorized disclosures of Confidential Deliverables, County's liability hereunder for breaches of Confidentiality shall not, in any event, exceed \$5,000,000.

h) Confidentiality and Ownership of Documents

The Parties acknowledge and agree that certain information regarding this Agreement, including pricing, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by either party in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of each party's performance hereunder. Each party shall comply with the applicable privacy laws and regulations affecting the other party and will not disclose any of the other party's Confidential

Information, unless otherwise allowed by this Agreement. Each party may share Confidential Information of the other party with employees, contractors or Subcontractors (so long as the Subcontractor or contractor is not a competitor of, or employed by a competitor of Consultant) who have a need to know the Confidential Information, and are bound by confidentiality terms, no less stringent than hereunder. 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.

To the extent that, in connection with the Agreement, the County comes into possession of any of Consultant's intellectual property or trade secrets, the County agrees to use Consultant's Confidential Information solely for the purposes of the Agreement, and will not disclose such Confidential Information to any third party without Consultant's prior written consent. The County agrees to maintain Consultant's intellectual property and trade secrets in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. If the County discloses or uses (or threatens to use or disclose) any of Consultant's intellectual property in breach of the confidentiality protections under the Agreement, Consultant shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, as the parties acknowledge that any other available remedies may be inadequate. Consultant shall in good faith use its commercially reasonable to notify County of any alleged breach of the confidentiality provisions. Notwithstanding the foregoing, Consultant acknowledges that certain information may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA"). County agrees that it shall not disclose those items clearly marked as confidential that are exempted from disclosure under FOIA.

All documents, data, studies, reports, work product or product created as a result of the performance of the Agreement shall be included in the Deliverables and shall be the property of the County of Cook, except to the extent that the foregoing items and Deliverables which contain pre-existing materials of the Consultant, in which case Consultant shall provide to County of Cook a worldwide, royalty free rights to use such pre-existing materials for the duration of the Agreement, and subject to the Confidentiality provisions in this Agreement. It shall be a breach of this Agreement for the Consultant to reproduce or use any documents, data, studies, reports, owned by and obtained from the County of Cook. Whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Agreement, Consultant shall be responsible of any loss or damage to the aforementioned items while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to such items and the work at all times.

All Deliverables and documents that Consultant creates solely for the County under this Agreement and which do not contain any pre-existing Consultant materials are created as a work for hire. To the extent that Deliverables and documents that the Consultant creates solely and which do not contain pre-existing Consultant materials for the County are not works for hire, the

Consultant assigns to the County, for no additional consideration, all rights, including copyrights, in all Deliverables and documents prepared by the Consultant solely for the County under this Agreement. Notwithstanding the foregoing, and subject to any applicable confidentiality restrictions set forth herein, nothing in the Agreement shall be deemed to limit Consultant's right to use any ideas, concepts, processes, techniques, expertise and know-how gained by Consultant as a result of the performance of the Services hereunder (collectively, "New Ideas") and County hereby grants Consultant a worldwide, non-exclusive, transferable, fully paid up, perpetual right and license to use the New Ideas without restriction. Additionally, the Consultant must obtain the County's prior written consent to use and reproduce any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data") for the purpose of operating Consultant's business, and such consent shall not be unreasonably withheld by the County, provided that Consultant shall not reveal any Confidential Information of the County.

i) Patents, Copyrights and Licenses

Pursuant to the limitations in Article 3, subsection (g), Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of the unmodified Deliverables provided to the County constitutes an infringement of any patent, copyright or license or any other property right; provided that (a) County promptly notifies Consultant of any such claim, and (b) permits Consultant to defend with counsel of its own choice, in accordance with Illinois law, and (c) County gives Consultant such information and/or assistance in the defense thereof as Consultant may reasonably request, and (d) County promptly installs new versions of the Deliverables and destroys old versions of the Deliverables. If a Deliverable is determined or adjudged to infringe an Intellectual Property Right, Consultant shall, at its expense and election either (i) procure the right for County to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate this Agreement and refund the unexpired portion of any fees paid. Consultant shall have no liability to indemnify or defend the County to the extent the alleged infringement is based on: (i) the modification of any Deliverable by anyone other than Consultant or its Subcontractors; or (ii) use of the Deliverables in conjunction with any data, equipment, service or software not provided by Consultant, where the Deliverable would not otherwise itself be infringing or the subject of the claim. The provisions of this section constitute the entire liability of Consultant and sole remedy of County with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

j) Examination of Records and Audits

Not more than once annually, Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, except in the event of a sale, merger, or similar transaction, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, such approval not to be unreasonably withheld, conditioned, or delayed. In the event of a sale, merger, or similar transaction, the Consultant shall provide written notification to the Chief Procurement Officer of the successor entity. In no case, however, shall such approval change the terms of the Contract. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the

Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer, in his or her reasonable discretion, shall have the right to disapprove any Subcontractor. Consultant shall incorporate into all prime subcontractors all the provisions of the Contract which directly pertain to such subcontracted work. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

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

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

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

l) Intentionally Omitted

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 31, 2020 ("**Effective Date**") and continue until December 30, 2025 or until this Agreement is terminated in accordance with its terms, whichever occurs first. Any SOW not expressly terminated shall continue in full force and effect throughout the term of this Agreement and subject to the terms and conditions herein.

b) Timeliness of Performance

i) Unless otherwise agreed to by the Parties through a Project Change Order, Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section and Exhibit 1.

ii) After a delay of forty-five (45) or more days caused by the County, in which the Contractor is unable to materially perform Professional Services as set forth in the Statement of Work, Contractor shall have the right to cease work on the project without liability, and recover: (1) any reasonable costs incurred to cease work; (2) any reasonable costs related to restarting the work; and (3) a pro-rata portion of any milestone-based payment due at the time Contractor ceases work (collectively "Delay Costs"). The County's total limitation of liability for any claims, actions, or lawsuits brought by the Contractor, in which the Contractor alleges that it has sustained damages, expenses, or losses incurred by the Contractor by reason of delays in the performances caused directly by the County, including but not limited to the Delay Costs, shall not exceed \$200,000.

c) Agreement Renewal Option

The Chief Procurement Officer may renew this Agreement for one (1), three (3) year renewal option and one (1), two (2) year renewal option. With the exception of pricing for any renewal period each renewal shall be under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, and as mutually agreed upon by the Parties in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of Services.

If County reasonably disputes an invoice, County must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within sixty (60) days of receipt of the invoice.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Schedule of Compensation and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

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

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

c) Funding

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

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed 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. The Using Agency shall be obligated to request sufficient funding for the Term of Performance as a line item on its annual budget submitted for approval to ensure the County's obligations under this Agreement are fulfilled.

e) Taxes

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

f) Professional Social Services- Intentionally Omitted

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer shall in no way limit the Consultant's right to seek an action in law or equity. The Consultant agrees that it shall, in good faith, use commercially reasonable efforts to notify the County of its intention to bring an action in law or equity, in accordance with this Agreement. 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, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute or any extension upon mutual agreement of the parties. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, the Parties shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding subject to 5(a) of this Agreement.

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

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281

et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the Services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) warrants that: (a) all Services, as set forth in Exhibit 1, will be performed in a good and workmanlike manner by individuals with levels of knowledge, skill and experience commensurate with the requirements of the Agreement; (b) the Deliverables will materially conform to relevant specifications, for a period of Acceptance (as defined in the applicable SOW) of the Deliverables; (c) Consultant will use reasonable industry standards to ensure that the Deliverables are and will be free of (i) any automatic restraints, computer viruses, software locks, time bombs

or other such code that hinders County's freedom to fully exercise its rights under the Agreement; (ii) programs, code or data which: (1) destroy, erase, damage or otherwise disrupt the normal operation of the Services other programs, hardware or systems utilized by County, or (2) allow for unauthorized access to the Systems or other programs, hardware or systems utilized by County;

- 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.; and
- viii) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONSULTANT MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SERVICES, DELIVERABLES OR CONSULTANT'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND CONSULTANT HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED OR THAT CONSULTANT WILL CORRECT ALL ERRORS.

b) Ethics

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION

a) Events of Default Defined

The following constitute events of default:

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

- (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Except in the event of a sale, merger, or similar transaction, any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold, conditioned, or delayed.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - iv) Failure to comply with Article 7 in the performance of the Agreement.
 - v) 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.
 - vi.) County's failure to comply with any material term of this Agreement or its failure to fulfill a payment obligation under the Agreement, excluding the invoice dispute provision set forth within the Agreement.

b) Remedies

The occurrence of any event of material default permits the County, at the County's reasonable option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Notwithstanding the foregoing, any such decision by the Chief Procurement Officer to declare Consultant in breach shall not limit Consultant's ability to challenge such decision in court.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if

Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them;
- 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) Subject to the terms of the Agreement, the right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages, as ordered by a court of law;
- v) The right to withhold a reasonable portion of Consultant's compensation under this Agreement, in accordance with the invoice dispute provision within this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

If County commits a material breach of this Agreement, including but not limited to County's payment obligations, in violation of the invoice dispute provision set forth herein, and should such breach not be corrected within thirty (30) days after receipt by County of written notice from Consultant, this Agreement may be terminated by Consultant without further notice.

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

c) Early Termination

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

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually 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 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.

The rights to the Deliverables granted herein shall be of no further force or effect, and County shall, within thirty (30) days after such termination permanently purge all copies of the Deliverables then in the possession of the County or under its control and certify such action in writing to Consultant.

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 where the County is unable to provide notice to Consultant. No costs incurred after the effective date of such suspension are allowed. Consultant must use commercially reasonable efforts to 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) Intentionally Omitted

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. County understands and acknowledges that any material delay caused by County may result in delays to the Deliverables. In the event of such delay, Consultant shall not be responsible for affected milestone or delivery dates, except as otherwise agreed by the Parties.

g) Prepaid Fees

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

Both parties acknowledge that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the party, its officials, agents or employees, has induced the other party to enter into this Agreement or has been relied upon by the parties, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) 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

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

b) Counterparts

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

c) Contract Amendments

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

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

with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

The Parties must, at all times, cooperate fully with the other party and act in a commercially reasonable manner. If this Agreement is terminated for any reason except for County's breach which remains uncured, or if it is to expire on its own terms, Consultant must make

commercially reasonable efforts to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration. All such transition assistance shall be performed at the Consultant's then current professional service rates upon a payment schedule and project timeline to be agreed upon by the parties.

h) Waiver

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

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

i) Independent Consultant

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

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

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

- i) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

In the event that other agencies participate in a joint procurement, the Parties may renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Agreement Not to Hire

To the extent permitted by law, The Parties agree not to solicit or hire (either as an employee, an independent contractor, or contractor through a third party) any current or former employee or contractor, of the other party, for a period of twelve (12) months from the termination of their employment. Notwithstanding the foregoing, nothing in this section shall prohibit the use of a general advertisements or public solicitations for employment.

n) Publicity

County shall, as a part of the Consultant Software Client Success Program, agree to allow Consultant to include a brief description of the services furnished to County in Consultant promotional materials, subject to the reasonable approval of the County. The consent of both parties shall be obtained prior to the release of any press releases or Marketing Materials, which consent shall not be unreasonably withheld, conditioned, or delayed. Each

party may include the other party's name or logo in a list of its clients, vendors, or service providers, provided that any use of the other party's trade-mark(s) retain any proprietary notices and/or are properly attributed to their owner. Other than as provided for in this Section, neither party shall use the logos or trade-marks of the other party for any other purpose without the prior written approval of the other party.

o) Federal Clauses

The following provisions, as applicable by law, apply to all Contracts which are funded in whole or in part with federal funds.

i) Equal Opportunity

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for,

Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ii) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

- a. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- b. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iii) Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iv) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- v) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$15000,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- vi) Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

viii) Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Technology
69 West Washington Street, Room 2700
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number 2003-18500
on all notices)

If to Consultant:

WorkForce Software, LLC
38705 Seven Mile Road Suite, 300
Livonia, MI 48152
Attention: Legal Department

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all

terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

WORKFORCE SOFTWARE SAAS AGREEMENT

This WorkForce Software SaaS Agreement (the “Agreement”) is entered into between WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 (“WFS”) and the “Customer” defined below.

Customer Name: Cook County Government - Bureau of Technology

Address: 69 W Washington, 27th Floor

Chicago, IL 60602

1. Definitions

- 1.1. “Affiliate” means a legal entity separate from and controlled by or under common control with the either party. For purposes of this Agreement, the term “control” shall mean ownership of a beneficial controlling interest.
- 1.2. “Customer Data” shall mean any content, materials, data and information provided by the Customer to WFS in the course of using the SaaS Service.
- 1.3. “Documentation” shall mean all written or electronic materials provided to Customer by WFS for facilitating use of the SaaS Service as applicable, but does not include advertising or similar promotional materials.
- 1.4. “Effective Date” is the Schedule Effective Date of the first executed Schedule.
- 1.5. “e-Learning Courseware” shall mean video or online training content and related materials which may be provided to Customer by WFS under a separate Schedule to this Agreement.
- 1.6. “Force Majeure” shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power, electrical or Network outage, which renders the SaaS Service temporarily unavailable or permanently affects or prevents performance under this Agreement.
- 1.7. “Intellectual Property Rights” shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including, but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the SaaS Service.
- 1.8. “Network” means the Internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
- 1.9. “Party” or “Parties” shall mean WFS or Customer individually or collectively.
- 1.10. “Production Environment” means an environment provided in the SaaS Service which Customer uses for live processing.
- 1.11. “Related Systems” shall mean Customer owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, Networks, third party software, internet connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service if they are not configured or operating properly or are operating in such a manner as to cause an interruption or failure of the SaaS Service, whether or not provided by or configured by WFS.

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- 1.12. “SaaS Service” or “SaaS Services” means the provision of access to and use of WFS software as a service platform, together with the provision of updates and upgrades, and related services including maintenance and support, all in accordance with the Agreement and the applicable Schedule.
 - 1.13. “Schedule” means one or more written orders listing the services to be delivered to the Customer which is signed by both WFS and the Customer which references this Agreement.
 - 1.14. “Service Level Agreement” or “SLA” means the service levels specified in Exhibit A.
 - 1.15. “Support Services” shall mean the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the SaaS Service.

2. Services Delivered

- 2.1. WFS shall provide access to the SaaS Service to Customer via the Network as specified in the Schedules. Any use of the SaaS Service prior to the Commencement Date specified in the Schedule(s) shall be considered a trial period during which the SLA shall not apply. Within the Production Environment, Customer may use only the applications and extensions specified in the Schedule(s), even if other applications and extensions are made available.
- 2.2. WFS may periodically update (“Update”) the SaaS Service, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates.
- 2.3. Customer shall limit the access to the SaaS Service to its own employees, consultants, and other authorized users and shall not make the SaaS Service available to third parties or make it available on a service bureau basis.
- 2.4. WFS shall take commercially reasonable measures, consistent with those in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the SaaS Service is hosted, and (b) electronic access to the SaaS Service or the Customer Data. WFS shall promptly notify Customer of any unauthorized access to the SaaS Service which WFS detects.
- 2.5. WFS shall periodically backup the Customer Data (“Backup Services”) as specified in the SLA. WFS will undertake commercially reasonable steps to begin the restoration of Customer Data from the backup as soon as WFS is notified or becomes aware of the need to restore data. WFS shall not be responsible if Customer Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of Customer. Customer Data shall not be used by WFS for any other purpose except to provide the services contemplated under the Agreement. WFS shall not preserve such Customer Data longer than contracted.
- 2.6. In a Force Majeure event, WFS shall make commercially reasonable efforts to restore the SaaS Service at an alternate facility as soon as feasible. Until such Force Majeure event shall have passed, the SaaS Service may be provided on a reduced use basis and may require Customer to make changes to the procedures used to access the SaaS Service. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the party’s obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.

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- 2.7. WFS shall provide the Support Services specified in the Support Plan. The Support Plan description attached as Exhibit B provides details of the service levels and items provided under each plan. Terms of the Support Plan supersede the terms in this Agreement.

3. Customer Responsibilities

- 3.1. Customer shall be responsible for entering its Customer Data into the SaaS Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to WFS that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by WFS or its subcontractors to provide the SaaS Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations.
- 3.2. Customer has sole responsibility to maintain the integrity, confidentiality and availability of information on Customer equipment.
- 3.3. Customer has sole responsibility to (a) check the accuracy of information processed using the SaaS Service, (b) run all normal processes and procedures within the SaaS Service such as end of period processing, imports, exports, and file transfers, and (c) manage and configure its Related Systems and ensure they operate properly. Customer is responsible for any inputs to the SaaS Service, including data and business rules that are set up for Customer, and any incorrect output that results therefrom. When using and applying the information generated by the SaaS Service, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. Customer agrees: (i) using the SaaS Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, and (ii) Customer does not rely upon WFS or the SaaS Service for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents.
- 3.4. Customer assumes all responsibilities and obligations and expertise with respect to (a) the selection of the SaaS Service to meet its intended results, and (b) any decision it makes based on the results produced by the SaaS Service. Customer understands and acknowledges that WFS and the Third Party Content Vendors are not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the SaaS Service and it is not relying on WFS and the Third Party Content Vendors for any advice or guidance regarding laws and regulations. Customer shall review all calculations and determinations made using the SaaS Service and satisfy itself those results are accurate. If legal, accounting, tax or other expert assistance is required, the services of a competent professional will be sought by Customer. To the extent permitted by law, Customer shall indemnify and hold WFS harmless from claims and demands of its employees or former employees arising from the use by Customer of the SaaS Service.
- 3.5. Customer is solely responsible to ensure Related Systems operate properly. The support provisions of this Agreement do not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by Customer modifications to the SaaS Service or behavior in Related Systems it shall notify Customer and request approval to provide additional assistance (if applicable). Should Customer give its approval, the additional time spent by WFS after such approval shall be billed to customer on a time and materials basis at the then current rates.
- 3.6. Customer shall not perform any stress test, load test, or security test on the SaaS Service without first obtaining WFS permission and executing a separate agreement for the services required by WFS to support such tests.

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- 3.7. Customer shall change all passwords used to access the SaaS Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a password, Customer shall inform WFS thereof without undue delay and promptly change the password. Customer will terminate old users in the SaaS Service.
 - 3.8. Customer is responsible for monitoring user access to the SaaS Service.
 - 3.9. Customer is responsible for the connection to the SaaS Service, including the Internet connection.

4. Term and Termination

- 4.1. The term of this Agreement starts on the Effective Date and terminates when all Schedules terminate. Schedules automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term shall increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term.
- 4.2. The provisions of Sections 2.5, 2.6, 3, 5, 7, 8.4, 8.5, 8.6 and any payment obligations incurred by Customer prior to or upon termination shall survive termination of this Agreement.
- 4.3. If either party commits a material breach of this Agreement, and should such breach not be corrected within thirty (30) days after receipt of written notice from the non-breaching party, this Agreement may be terminated by the non-breaching party upon written notice. Notwithstanding the foregoing, if the nature of the breach requires longer than thirty (30) days to cure, and WFS is taking commercially reasonable efforts to cure such breach at the end of the initial thirty (30) day cure period, WFS shall have a reasonable time thereafter to continue to effectuate a cure of such breach. Upon termination in such instance, WFS shall refund the unexpired portion of any fees paid.
- 4.4. Upon the effective date of termination, Customer's access to the SaaS Service will be terminated. Thirty (30) days after the effective date of termination, WFS shall have no obligation to maintain or provide any Customer Data. Upon termination of the Agreement, WFS shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SaaS Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data. All indemnifications relating to the unauthorized disclosure of Customer Data shall continue until such data is returned to Customer or destroyed.

5. Proprietary Right, Non-Disclosure

- 5.1. Each party shall maintain as confidential and shall not disclose, publish, or use for purposes other than as intended in this Agreement the other party's Confidential Information except to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such information in connection with the recipient's performance of its rights and obligations under the Agreement and in the normal course of its business and who are bound by confidentiality terms no less stringent than the terms contained herein. "Confidential Information" shall include, but shall not be limited to, Customer Data, the SaaS Service, the pricing and terms of this Agreement, benchmarks, statistics or information on the capabilities of the SaaS Service, financial information, business plans, technology, marketing or sales plans that are disclosed to a party and any other information that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself. Each party shall protect such Confidential Information with reasonable care and

no less care than it would exercise to protect its own Confidential Information of a like nature and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient either: (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, neither party shall disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 5.

- 5.2. Either party may disclose the existence of this Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which that party's securities are listed, quoted, and/or traded.
- 5.3. Breach of the obligations in Section 5 may cause irreparable damage to the disclosing party and therefore, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief for such breach. In the event of any litigation to enforce or construe this Section 5, the prevailing party shall be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees, costs and expenses.
- 5.4. WFS shall retain all rights, title, and interest in the e-Learning Courseware, Third Party Services and the SaaS Service. Customer shall not alter, modify, copy, edit, format, translate, or create derivative works of these materials, except as provided herein or when approved in writing by WFS.
- 5.5. As between WFS and Customer, Customer shall own all title, rights, and interest in Customer Data.
- 5.6. Both parties agree to comply with all applicable privacy and data protection statutes, rules, or regulations governing the respective activities of the parties. Customer hereby consents to the use, processing and/or disclosure of Customer's data only for the purposes described herein and to the extent such use or processing is necessary for WFS to carry out its duties and responsibilities under this Agreement or as required by law.

6. Payments, Credits, and Refunds

- 6.1. Customer shall pay all fees specified in the Schedule(s) to WFS or its designated representative. Unless specified otherwise in the Schedule(s): (i) fees are based on services purchased in the Schedule(s) and overage fees, (ii) payment obligations for the Service Term specified in each Schedule are non-cancelable and fees paid are non-refundable, (iii) the quantities ordered under the Schedule cannot be decreased during the term, and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Schedule(s) specify how the Customer may use the SaaS Service and how the usage of the SaaS Service will be measured. Any use of the SaaS Service in excess of the amounts specified in the Schedules shall be billed to the Customer quarterly in arrears at 125% of the unit prices specified in the Schedule ("Overage Fees"). Customer may increase its committed Quantity (as defined in the applicable Schedule) during the Term of the Schedule by executing a quote by and between the parties which details the increased Quantity. Such quote shall be co-terminus with the Schedule which details the previously committed Quantity.

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- 6.2. WFS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, except for taxes on WFS net income (including FCC and related taxes and charges for phone based systems). If Customer is tax-exempt or self-assesses its own taxes, it shall provide appropriate documentation to demonstrate such to WFS.
 - 6.3. Customers outside of the United States shall pay all invoices via electronic transfer. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not suit is instituted. In the event that Customer is more than sixty (60) days past due and/or after two (2) written notifications of a past due amount, WFS reserves the right to suspend Customer's access to the SaaS Service unless and until Customer makes full payment of all past due fees.
 - 6.4. Upon written notice by Customer to WFS of its failure to satisfy the Uptime Commitment of the SLA within thirty (30) days of the end of a month, WFS shall credit Customer the fees as calculated in the SLA towards the next payment due from Customer. The credits provided to Customer shall be its sole and exclusive remedy for WFS's failure to comply with the Uptime Commitment.

7. Warranties and Indemnifications

- 7.1. WFS shall, at its expense, indemnify, defend and hold Customer harmless from and against any third-party claim that the SaaS Service infringes an Intellectual Property Right; provided, however, that (a) Customer promptly notifies WFS of any such claim, and (b) permits WFS to defend with counsel of its own choice, and (c) Customer gives WFS such information and/or assistance in the defense thereof as WFS may reasonably request. In no event shall Customer settle any such claim without the written consent of WFS. If the SaaS Service is adjudged to infringe an Intellectual Property Right by a court of competent jurisdiction, WFS shall, at its expense and election either: (i) procure the right for Customer to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate the affected Schedule and refund the unexpired portion of any fees paid. In no event shall WFS, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the SaaS Services or Documentation by anyone other than WFS, or (b) the Customer's use of the SaaS Services or Documentation in a manner contrary to the instructions given to the Customer by WFS, or (c) the Customer's use of the SaaS Services or Documentation after notice of the alleged or actual infringement from WFS or any appropriate authority. The provisions of Section 7.1 constitute the entire liability of WFS and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.
- 7.2. WFS represents and warrants: (a) it has the right to grant the rights specified herein, and (b) the SaaS Service will not contain any viruses or Trojan horses.
- 7.3. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES TO THE SAAS SERVICES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WFS AGENT, CONTRACTOR OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION TO THIS WARRANTY, UNLESS IN A SIGNED WRITING EXECUTED BY A WFS EMPLOYEE WITH ACTUAL AUTHORIZATION TO BIND WFS. WFS DOES NOT WARRANT THAT THE SAAS SERVICE OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED, WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL NON-MATERIAL ERRORS.

- 7.4. In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.
- 7.5. WFS's liability hereunder for damages shall not, in any event, exceed the fees paid by Customer in the twelve (12) month period preceding which the claim arose. Such fees shall be limited to the particular Schedule to which the default relates. The limitations specified in this Section 7.5 shall not apply to a breach of the non-disclosure provisions of Section 5, the indemnification provisions of Sections 7.1, or to any death, personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS's staff while on-site at Customer's locations.

8. General Provisions

- 8.1. Each party may include the other party's name or logo in a list of its clients, vendors, or service providers. Each party may make reference to the other in an initial press release, provided that any use of the other party's trademark(s) retain proprietary notices and/or are properly attributed to their owner and also provided that any such press release will require the review and prior written consent of both parties, which shall not be unreasonably withheld, conditioned, or delayed.
- 8.2. In recognition of the pricing provided under this Agreement, Customer shall (subject to its reasonable right to review and approve): (a) allow WFS to include a brief description of the SaaS Service and Global Services furnished to Customer in WFS promotional materials, and (b) allow WFS to make reference to Customer in case studies, ROI analyses, white papers and related marketing materials, and (c) serve as a reference for WFS potential clients, and (d) provide interviews to the news media and provide quotes for press releases, and (e) organize mutually convenient site visits for WFS potential clients, and (f) make presentations at conferences, upon WFS reasonable request and at WFS's cost.
- 8.3. Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party at the addresses set forth herein addressed to Legal Department, by certified mail, return receipt requested. This Agreement, including all Schedules, contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by the parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally the parties. No terms, provisions or conditions of any purchase order or other document that Customer may use in connection with this Agreement shall have any effect on the rights, duties or obligations of either party. Unless expressly stated to the

contrary in any Schedule, any terms or conditions specified in the Agreement shall prevail over terms and conditions in the Schedules. Silence shall not constitute a conflict.

- 8.4. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles provided in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. Customer may, upon notice to WFS, assign or otherwise transfer this Agreement if done in its entirety and in conjunction with a merger, consolidation or reorganization of the Customer. For assignments related to internal reorganizations of Customer, the prior, written consent of WFS shall be required, such consent not to unreasonably withheld, conditioned or delayed. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that reliable copies such as scanned or facsimile counterpart signatures are acceptable.
- 8.5. No action arising out of any claimed breach of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. Each party shall be liable for breaches of its Affiliates and contractors under this Agreement. Any dispute under or in connection with this Agreement or related to any matter which is the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of Wayne County, Michigan, and shall be governed by and interpreted in accordance with Michigan law, without regard to choice of law provisions.
- 8.6. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS, LIABILITY AND REMEDY LIMITATIONS, AND SERVICE LEVELS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Exhibits indicated below as of the Effective Date.

EXHIBITS

- [x] Exhibit A – Service Level Agreement
- [x] Exhibit B – Support Plan Descriptions
- [x] Exhibit C – Data Security Addendum
- [x] Exhibit D – Privacy Addendum
- [x] Exhibit E – Data Retention Policy

[x] Exhibit F – Third Party Services

CUSTOMER

Date: _____

Signature: _____

Printed
Name: _____

Title: _____

WORKFORCE SOFTWARE LLC

Date: _____

Signature: _____

Printed
Name: _____

Title: _____

EXHIBIT A – SERVICE LEVEL AGREEMENT

WFS shall provide the following service levels for the SaaS Service during the term of this Agreement.

Service Area	Service Level Commitment
Uptime Commitment	Production Environments: 99.5%
Backup Services	WFS is responsible for backup and restore of data stored in the SaaS Service. WFS shall backup all Customer Data in its entirety every seven (7) days. WFS shall backup all changes to Customer Data every twenty-four (24) hours.
Data Retention	Customer Data will be kept online for three (3) years or 30 days from end of the contracted service, whichever comes first. Upon Customer's request, WFS will retain Customer Data for a period longer than three (3) years according to the fee schedule listed in the WFS Data Retention Policy.
Disaster Recovery Time Objective	Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within twelve (12) hours of WFS declaring a Disaster.
Disaster Recovery Point Objective	Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.

NOTES, DEFINITIONS, AND ADDITIONAL TERMS

The following notes, definitions, and additional terms are an integral part of the Service Level Agreement.

1. "Disaster" means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.
2. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.
3. "Excluded Downtime" means Total Minutes in the Month attributable to:
 - (i) Scheduled Maintenance Windows;
 - (ii) SaaS Service updates;
 - (iii) Content provided by Third Party Content Vendors;
 - (iv) Unavailability caused by factors outside of WFS's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, including, without limitation, a Force Majeure event.
4. "Month" means a calendar month.
5. "Total Minutes in the Month" are measured 24 hours at 7 days a week during a Month.

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6. "Scheduled Maintenance Windows" means a window of time during which the SaaS Service may be down for maintenance, which window is (a) 3:00 am Sunday to 4:00 am Sunday U.S. Eastern Time for the US and Canada data centers (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for the European data centers; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for the Asia Pacific/Australia data centers; (d) for an extended maintenance window in which case the customer will be notified at least ten (10) business days in advanced; and (e) a maintenance window scheduled with the customer to perform maintenance or updates to the customer's Production Environment.
 7. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to Customer and is calculated as follows:

$$\text{SystemAvailabilityPercentage} = \left(\frac{\text{TotalMinutesInTheMonth} - \text{Downtime}}{\text{TotalMinutesInTheMonth}} \right) * 100$$

8. Data collection terminals will continue to accept swipes during system downtime and swipes will be uploaded when the SaaS System becomes available.
9. If Customer elects to have any services provided by a third party, WFS shall have no liability for any defect or failure of the SaaS Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the SaaS Service. WFS may deny access to the SaaS Service to any third party which WFS determines in its sole discretion poses a security risk or other risk to WFS systems, data or intellectual property.
10. To ensure WFS can proactively add resources to a Customer's environment so that performance or availability is not impacted, Customer shall notify WFS in writing at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to the SaaS Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase. Failure to provide such notification shall release WFS of the Uptime and Support Estimated Resolution Times obligations herein for a period of ninety (90) days from the date such increase occurred.
11. The Uptime Commitment does not apply in the first thirty (30) days of use in a Production Environment, during which time WFS may need to tune the environment for Customer based on its actual usage patterns.
12. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after service has been fully restored at the primary facility.
13. Access to archived or backup data, if available, will be quoted to Customer, provided as a Global Service, and may be made available as a database extract or in a separate environment

CREDITS IF WFS FAILS TO MEET THE UPTIME COMMITMENT

If Customer provides written notice to WFS of WFS's failure to satisfy the Uptime Commitment within thirty (30) days of the end of a month, WFS will credit to Customer 2% of Monthly Subscription Fees for each 1% below SLA, not to exceed 100% of Monthly Subscription Fees.

EXHIBIT B – SUPPORT PLAN DESCRIPTIONS

A. Estimated Service Levels

Support Ticket Type	Initial Response Times
Severity Level 1	1 Hour from Initial Request (24x7)**
Severity Level 2	2 Hours from Initial Request (24x7)**
Severity Level 3	1 Business Day from Initial Request*, **
Support Ticket Type	Estimated Resolution Times
	WorkForce Suite
Severity Level 1	4 Hours from Initial Response
Severity Level 2	1 Business Day from Initial Response
Severity Level 3	3 Business Days from Initial Response*

*Excepting requests that require a patch or new functionality.

**Requires Customer to follow proper procedures for contacting WorkForce of a suspected Sev 1 or Sev 2 issue. Customers are required to contact the WorkForce Support hotline opposed to submitting the ticket through the WorkForce ticketing system.

**Standard support Customers: 85% commitment to achieving response SLA guarantee.

**Premium support Customers: 98% commitment to achieving response SLA guarantee.

B. Severity Level Definitions

- **Severity Level 1:** Production application services are down and no workaround is immediately available. All or a substantial portion of the application or critical data is unavailable or at a significant risk of loss or corruption. Business operations have been severely disrupted. Severity 1 support requires the client to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active.
- **Severity Level 2:** Major application functionality is severely impaired and a temporary workaround is available. Application services are impaired however continue to function without an immediate impact to the critical components of the application. Long term issues may occur if not addressed however are not imminent. A major business milestone is at risk.
- **Severity Level 3:** All other issues not categorized as Severity Level 1 or 2. A Severity Level 3 issue is an issue that results in a non-critical loss of application services or functionality. A workaround may or may not be available that allows the user to continue to use the non-critical application functionality. Severity Level 3 does not include new enhancements to any WFS product.

C. General Plan Definitions, Hours and Availability

- Response time is the time from Customer's call into WFS until a return call is provided.
- WFS support will make analysts available for phone contact Monday through Friday from 8:00 am – 6:00 pm during the business hours observed in Customer's time zone (where Customer's headquarters are

located), excluding the holidays listed below. For the purposes of this document, those business hours will be described as “Standard Support Call Times.”

- WFS and its support staff observe public holidays of England, New South Wales or U.S federal holidays. No live support is offered to Customer on those days, except for Severity Level 1 and Severity Level 2 issues.
- WFS provides Live Phone Support coverage for critical issues outside of Standard Support Call Times as defined below:

24 x 7 Live Phone Support	
Severity Level 1	Included
Severity Level 2	Included
Severity Level 3	Will be addressed according to the Estimated Resolution Target

- WFS may modify the service levels, fees, and offerings of any Support Plan, but such changes shall not apply to the Support Plan for the current Support term.
- WFS support will address reported “defects” to WFS applications, which result in a loss of previously available functionality and performance.
- New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc. will be routed to WFS’s Service Request Department for completion.
- All Global Services will be directly invoiced to customer as Billable Technical Support at the applicable hourly rate after services have been rendered.
- All enhancement requests estimated over sixteen (16) hours will require the generation of a Statement of Work defining the project scope and will be assigned a WFS project manager.
- Customers selecting Standard Support are able to elect up to six (6) Support contacts and understands that a minimum of two (2) contacts must be Level 1 Certified at all times on all modules subscribed to. Premium Support Customers are able to elect up to ten (10) Support contacts and understands that a minimum of two (2) contacts must be Level 2 Certified on all modules subscribed to at all times.
 - Standard Support Customers are granted two (2) free registrations to courses required to reach Level 1 Certification on all modules subscribed to and are required to complete the training one hundred eighty (180) days from the Effective Date.
 - Premium Support Customers are granted two (2) free registrations to courses required to reach Level 1 and Level 2 Certification on all modules subscribed to and are required to complete Level 1 Certification training one hundred eighty (180) days from the Effective Date and within sixty (60) days after “go live” for Level 2 Certification.
- Once the Customer has utilized it’s two (2) free registrations for certifications as described above, any other registrations are billed at market price. For clarity, any renewal terms are not granted additional free registrations.

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- Customers without either Standard or Premium Support Plans must pay the market price for Customer Certification courses.
 - Certified Contact will be defined as a support contacts that have successfully completed Level 1 Certification required for Standard Support or : Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting and/or Level 1 & 2 Certification required for Premium Support for all products purchased.
 - Customer’s uncertified contacts will have access to WFS support staff to report only Severity Level 1 or 2 incidences.
 - A Certified Contacts isare required to request and approve all alterations of the Service.
 - All certifications remains valid for two (2) years and must be renewed within sixty (60) days of the anniversary of the certification Effective Date.
 - If any of the named certified contacts are replaced by the Customer, the newly named contact(s) shall complete the appropriate WorkForce Certification Process within sixty (60) days of being selected.
 - Customers electing the Premium support plan will receive a twenty (20) percent discount on WFS’s standard rates for all post implementation “Go Live” Services. The foregoing discounts shall not apply to any Managed Services.
 - Premium Support Plan Customers will receive a twenty (20) percent discount on VISION registration fees and one (1) Health Check Service per schedule term, as requested, starting upon the schedule effective date.
 - Health Check Service is defined as an in-depth analysis of the configuration/environment where WFS consults with the customer, conducts interviews and provides an executive summary of recommendations.
 - Premium support plan Customers that subscribed to the WFS Time and Attendance module(s) will be provided access upon Customer request to the WFS Compliance Portal.
 - Additional terms and conditions, which can be accessed via web pages from within the Compliance Portal, shall apply to Customer and remain in full effect throughout the full term of this Schedule.

D. Data Collection Terminals (if applicable)

- “DCT” shall mean the data collection terminal(s) rented or purchased under an applicable Schedule. If the DCT is rented by the Customer under a Hardware Rental Schedule, the term of the DCT Support Plan shall match the term of the rental. If the DCT is purchased by the Customer under a Hardware Purchase Schedule, the term of the DCT Support Plan shall be listed in the applicable Schedule, subject to any renewal terms.
- DCT Severity Level Definitions:
 - Severity Level 1: A critical problem that renders one or more key functions of the DCT unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.

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- Severity Level 2: Any other critical problem that renders one or more key functions unusable.
 - Severity Level 3: Any other problem with the DCT that is not at the Severity 1 or Severity 2 level.
- Both Support Plans cover the cost of parts, labor, and shipping to Customer's facility for any covered repairs for manufacturer's defects and manufacturer's workmanship of the DCT. Customer is responsible for shipping charges to WFS. To make a support claim, Customer shall first contact WFS and speak to the WFS support department. After diagnosis and upon authorization, Customer will be provided shipping instructions to return the unit to WFS for repair.
 - Under Standard Support, WFS repairs the DCT, or if in its opinion such repair cannot be made, it will provide a replacement DCT. Repairs are generally completed within 5-10 business days. WFS makes no delivery guarantees for delays caused by international shipping or customs. WFS will return units to the Customer at no charge via ground shipping. Alternate shipping methods may be selected by the Customer at an additional charge.
 - Under Premium Support, WFS ships a replacement DCT overnight at no cost to Customer the same business day (or the next business day for calls after 3 pm Eastern Time). WFS makes no delivery guarantees for delays caused by international shipping or customs. Customer ships the faulty DCT to WFS concurrently via ground shipping. If the faulty DCT is not received within ten (10) business days, Customer will be invoiced for the DCT shipped.
- The Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, a next generation DCT will be provided.
 - Customer shall be responsible for all set up and maintenance of the DCT's on Customer site. WFS will not provide installation assistance under either Support Plan.
 - Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for DCT extend or be effective beyond six (6) years from the Effective Date except upon mutual agreement of the parties.
 - Normal wear and tear and intentional damage to equipment is excluded and fees for such DCTs will be chargeable to Customer at WFS's standard charges for parts and labor upon receipt of any such DCT. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new DCTs, repaired DCTs, or refurbished DCTs at its option for any covered repair. WFS's obligation shall be subject to our determination that the DCT has not been modified, serviced, or repaired by any other party and that the product was installed and operated within the product specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. The Support Plan extends solely to the original purchaser of the DCT and all claims must be made by the Customer.
 - THE SUPPORT PLAN EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY AND OBLIGATION OF WFS WITH RESPECT TO THE DCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WFS BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WFS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WFS'S LIABILITY SHALL IN ANY EVENT BE LIMITED TO

THE REPAIR, REPLACEMENT, OR IF NEITHER IS FEASIBLE, A REFUND OF THE RENTAL FOR THE PERIOD THE DCT IS NOT FUNCTIONING OR THE PURCHASE PRICE OF THE DCT AS APPLICABLE.

- The Support Plans provide for full intellectual property indemnification of Customer for the DCT and the DCT Software while under support, per the indemnification provisions of the Agreement.

EXHIBIT C - DATA PROTECTION

WFS will adhere to best practice standards in security risk management for the SaaS Service.

1. Data Protection Planning and Management

- 1.1. Data Protection Program - WFS will implement and maintain a data protection strategy, program, policies, and initiatives to ensure the security, privacy and relevant regulatory requirements are updated and met consistently.
- 1.2. Risk Assessment and Treatment - The Information Security function in association with the Legal function will have developed an enterprise-wide risk management program that integrates governance, risk management, and compliance at all key operational levels such as: security, privacy, regulatory requirements, business operations, customers' requirements, etc.
- 1.3. Data Protection Policies - WFS will develop and implement data protection policies and standards that apply to all employees, contractors, part-time and temporary workers to perform work on company premises.
- 1.4. Security and Privacy Awareness Training Program - An awareness training methodology will be in place to ensure that WFS's policies and standards are being adhered to by employees, contractors, part-time and temporary workers.
- 1.5. Code of Conduct and Acceptable Use Policy - WFS will ensure that all employees, contractors, part-time and temporary workers processing, having access to, or managing Customer data as well as working directly with customers adhere to a Code of Conduct and Acceptable Use Policy.
- 1.6. Regulatory Requirements and Industry Best Practices - WFS will exercise due diligence to ensure compliance with various regulatory requirements. In addition, WFS will provide Customer evidence of compliance with SSAE 16, SOC 2 and other industry standard requirements as applicable.
- 1.7. WFS will ensure that its data protection program includes the use of appropriate vulnerability scanning tools and techniques to scan for vulnerabilities in its information systems that impact Customer data. Scanning activities will be scheduled to avoid interference with Customer' operations and network traffic.

2. Physical and Environmental Security

- 2.1. Alternate Secure Site - WFS will identify an alternate secure site for the storage of information system backup media.
- 2.2. Physical Access Points - WFS will control all physical access points (including designated entry/exit points) to facilities containing information systems and issues appropriate authorization credentials for personnel with authorized access to facilities containing information systems (except for those areas within the facilities officially designated as publicly accessible). WFS will ensure that third-party colocation providers meet WFS minimum standards for access security, but that actual management of that security will be performed by the colocation provider.
- 2.3. Eavesdropping prevention - WFS will control, using commercially reasonable standards, the physical access to information system transmission lines carrying unencrypted or unencrypted information to prevent eavesdropping, in-transit modification, disruption, or physical tampering.

3. Operational Procedures and Responsibilities

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- 3.1. Change Management - WFS will use commercially reasonable standards to manage changes to information systems within our control.
 - 3.2. Separation of Duties - WFS's information system will enforce separation of duties through assigned access authorizations.
 - 3.3. Malicious Software Prevention - Appropriate controls (anti-virus software, anti-malware, patch management) will be implemented to detect, remove and to prevent the introduction or spread of unauthorized software, malicious software, and other malware.
 - 3.4. Backup Management - WFS will adhere to best practice standards with regards to backups of data and information systems. Backups will be recovered in a timely manner in case of system failures.
 - 3.5. Media Management - Appropriate controls over media creation, storage and disposal will be in place to protect Customer data from unauthorized access.
 4. Network Security Management
 - 4.1. Attack Prevention - WFS will employ adequate measures to protect the networks hosting information systems against or limit the effects of attacks by unauthorized users.
 5. Online Transactions – Data Encryption
 - 5.1. Encryption Mechanisms - Controls to ensure the use of encryption mechanisms, preventing unauthorized disclosure of information, will be used by WFS to satisfy data protection requirements. Such controls will ensure data is protected while being transmitted and at rest unless protected by alternative physical measures.
 6. Online Transactions – Information Integrity
 - 6.1. Unauthorized Changes - WFS's information system will use its best efforts to protect against unauthorized changes to information.
 7. Monitoring
 - 7.1. Access Monitoring – Authorized and unauthorized access to WFS's information system will be monitored.
 8. Access Control
 - 8.1. NDA - All contractors, consultants, and temporary employees of WFS will sign the WFS Non-Disclosure Agreement.
 - 8.2. Account Review – WFS will review user accounts accessing customer data on a regular basis. Frequency will be based on application risk and data classification. Inactive accounts will be deactivated following WorkForce Software policies and standards.
 - 8.3. Separation of Duties - WFS's information system will use commercially reasonable efforts to enforce separation of duties through assigned access authorizations.
 - 8.4. Least Privilege - The information system will use commercially reasonable efforts to enforce the most restrictive set of rights/privileges or accesses needed by users for the performance of specified tasks.
 - 8.5. Need-to-know Only Principle - WFS will use commercially reasonable efforts to ensure that the use of data by end-users is based on the need-to-know only principle.
 - 8.6. Password Use - All WFS users will be required to change passwords, avoiding re-using or cycling old passwords, and at regular intervals of 90 days or whenever there is any indication of possible system or password compromise. Users will be trained to keep passwords confidential. There will be no

sharing of user accounts and passwords among employees, contractors, part-time and temporary workers.

- 8.7. Unattended User Equipment - WFS's information system will provide mechanisms for locking sessions either user initiated or automatically controlled by locking the session after a maximum of 15 minutes of inactivity.
- 8.8. Privileged Password Management - Privileged access for network, system or application functions in production system will be controlled and restricted to as few personnel as operationally feasible. Default password or other embedded security bypass mechanism from manufacturer will be changed or disabled.

9. Information Systems Acquisition, Development and Maintenance

- 9.1. Continuous Monitoring - Information resources will be used to identify and maintain awareness of relevant technical vulnerabilities.
- 9.2. Periodic Maintenance - WFS will schedule, perform, and document routine preventative maintenance on the components of the information system in accordance with manufacturer or vendor specifications and/or agreed to Customer requirements.

10. Information Security Incident Management

- 10.1. Incident Response Procedures - WFS will develop, implement and maintain formal, documented procedures to facilitate the implementation of the incident response policy and associated incident response controls.
- 10.2. Incident Response Notification - WFS will inform Customer of a security or privacy breach within 24 hours of confirmation of said breach.

11. Business Continuity Management

- 11.1. Contingency Plan - WFS will have a contingency plan for the information system addressing contingency roles, responsibilities, assigned individuals, and activities associated with restoring the system after a disruption or failure.
- 11.2. Contingency Planning Procedures - WFS will develop, implement and maintain formal, documented procedures for contingency planning and associated controls.

EXHIBIT D – PRIVACY COMMITMENTS

Our privacy program governs how we collect, use and manage customers' information – ensuring the confidentiality of Personally Identifiable Information stored and processed in our products, as well as protecting and securing that information.

DEFINITIONS

“Personally Identifiable Information” or “PII” means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data. The customer is the Data Controller.

“Data Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. WFS is the Data Processor.

1. Notice

Personally Identifiable Information stored and processed using our cloud-based products, such as WorkForce Suite and WFS Suite are uploaded and processed by the Customer, who owns all title, rights, and interest to that data. WorkForce Software does not collect or personal data for its own use in our cloud-based products.

Customers are responsible for complying with any regulations or laws that require providing notice, disclosure and/or obtaining consent prior to transferring the data to WorkForce Software for processing purposes. WorkForce Software is not responsible for providing notice, disclosure and/or obtaining consent prior to the customer transferring the data to WorkForce Software for processing.

2. Choice

WorkForce Software retains PII according to the timeframes set forth in the relevant Customer agreement. Individuals who would like to request that their personal data not be used for specific purposes or disclosed should contact the Customer. The customer is responsible for determining if opt-in or opt-out options are required for its employees.

3. Accountability for Onward Transfer

WorkForce Software processes Customer Data under the direction of its Customers, and has no direct control or ownership of the PII it processes. WorkForce Software will not transfer PII to third-parties without first receiving written permission from the customer. Notwithstanding the foregoing, or anything to the

contrary within the Agreement, WorkForce Software may utilize the subcontractors and/or Affiliates listed in Appendix A to this Exhibit without further written permission from the Customer.

4. Security

WorkForce Software will take reasonable and appropriate measures to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the processing and the nature of the personal data.

5. Data Integrity and Purpose Limitation

In the normal course of using the WorkForce Software SaaS Service, Customers will input electronic data into the WorkForce Software systems ("Customer Data"). The use of information collected through our service shall be limited to the purpose of providing the service for which the Customer has engaged WorkForce Software. WorkForce Software may access Customer Data for the purposes of providing the Service, preventing or addressing service or technical problems, responding to support issues, responding to Customer's instructions or as may be required by law, in accordance with the relevant agreement between Customer and WorkForce Software.

WorkForce Software will not process PII in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the customer.

6. Access

Individuals who seek access or who seek to correct, amend or delete inaccurate data uploaded and maintained by the customer should contact the Customer. The customer is responsible for correcting, amending, or deleting that personal information where it is inaccurate. In some instances, the Customer may have enabled the individual to perform these updates themselves through the WorkForce Software cloud-based product. If the Customer requests WorkForce Software to modify or remove the data to comply with data protection regulations, WorkForce Software will respond to the Customer's request within 30 days.

WorkForce Software will refer any request for disclosure of personal data by a law enforcement authority to the Customer. WorkForce Software may, where it concludes that it is legally obligated to do so, disclose personal data to law enforcement or other government authorities. WorkForce Software will notify Customer of such request unless prohibited by law

7. Recourse, Enforcement and Liability

WorkForce holds its employees and agents accountable for maintaining the trust that our customers place in our company. WorkForce will conduct periodic assessments to validate its continued adherence to this privacy policy.

In the case that WorkForce obtains knowledge of use or disclosure of information not in accordance with the Web Privacy Policy, WorkForce will take the following reasonable steps to stop the use or disclosure:

-
1. WorkForce Software will formally contact the relevant party and instruct them to stop using the data inappropriately and/or destroy the data. WorkForce Software will advise the relevant party on appropriate use and disclosure of information in accordance with the Privacy Policy.
 2. If the relevant party continues to use or disclose the information inappropriately, WorkForce Software will take legal actions to prevent the continued misuse of information. WorkForce Software will also remove the information from its database to prevent further misuse.”

Any privacy disputes that arise between the customer and a customer employee must be resolved by the customer.

If you have any questions or concerns regarding these privacy commitments, please contact us.

Privacy Compliance Officer
WorkForce Software, LLC
38705 7 Mile Road, Suite 300
Livonia, MI 48152
Phone: 877.493.6723
Email: privacy@workforcesoftware.com

APPENDIX A – PREAPPROVED AFFILIATES AND SUBCONTRACTORS

Contractors and/or Affiliates used in a staff augmentation capacity to provide service and support to customers:

Name	Country
Disys.....	India, United States
Intive.....	Poland
Neoris	Mexico
TimeXperts	Pakistan
WFS Australia Pty Limited	Australia
WorkForce Software Limited.....	United Kingdom

Entities used to provide SaaS-based features in the WFS product(s):

BlueYonder (fka JDA)	United States	Optional One-Touch Callout feature for Advanced Scheduler (North America only)
Dynatrace	United States	Application performance monitoring
Twilio	United States	Optional SMS and IVR (Interactive Voice Response) features
WalkMe	United States	Context-specific help

EXHIBIT E - WORKFORCE DATA RETENTION POLICY

WorkForce Software will retain only three (3) years of Customer Data in the SaaS environment. WFS Customers will be notified ninety (90) days prior to the data purge operation. If the Customer does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WorkForce Software shall not purge the data and shall instead charge the Customer data storage fees according this policy but on a monthly basis, to be invoiced monthly in arrears. Customer shall be required to give thirty (30) days' written notice prior to terminating the data storage service herein. Options for Customers who desire to retain their historical data are listed below:

1. Customers may request from WorkForce Software a backup of their data prior to the purge operation, in a mutually agreed upon format and delivery method or a standard CSV formatted data dump which they may download and retain via SFTP no more than once per year at no cost.
2. Customers may elect to have WorkForce Software retain their data online in the SaaS environment for an incremental five percent (5%) per year of their annual SaaS subscription. For example, for years 1 to 3 the cost to the customer to store all production data is included in the standard SaaS fees. For each subsequent year the customer will pay an incremental five percent (5%) per year for additional data retained. Therefore, a customer for whom WorkForce Software retains 7 years of data will pay an additional 5% for year 4, 10% for year 5, 15% for year 6, 20% for year 7 over their standard SaaS fee.

EXHIBIT F – THIRD PARTY SERVICES

1. Definitions

- 1.1. “Regulatory Content and Data” means legal or regulatory content, reference materials, or data supplied by Third Party Content Vendors as a function of select optional Third Party Services.
- 1.2. “Third Party Content Vendors” means CCH Incorporated, its licensors and Affiliates, and any other firm which provides regulatory content, data or legal reference materials in the SaaS Service.
- 1.3. “Third Party Services” means term-based ancillary services provided by third parties which may involve internet or phone delivery including, but not limited to, the Regulatory Update Service, Compliance Portal, IVR, Text Messaging and Mobile Services and which, if ordered by Customer, will be included on an applicable Schedule. Third Party Services shall be governed by this Exhibit F. Terms of this Exhibit F supersede the terms in the Agreement with regards to any Third Party Services.

2. Terms and Conditions

- 2.1. WFS shall provide access to the Third Party Services specified in the Schedules for the term specified and for the fees indicated. Any usage of the Subscription Service in excess of the amounts specified in the Schedules shall be billed to the Customer as incurred at 125% of the unit prices specified in the Schedule. Third Party Services are non-cancelable and non-refundable for the term specified. At the end of the term specified, the Third Party Services shall automatically renew for additional one-year periods unless either party provides written notice to the other at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term. Customer may be required to use a compatible version of the SaaS Service to access the Third Party Services. Such use of the Third Party Services shall be restricted to Customer’s employees, contractors, and other authorized users and Customer shall take necessary steps to prevent unauthorized use of the Third Party Services by third parties using its passwords and shall be liable for any such unauthorized use.
- 2.2. Third Party Services, including the Leave Regulation Update Service, may involve services and materials provided by third parties (“Third Party Services” and “Third Party Providers” respectively) including legal and related content (the “Regulatory Content”). The Regulatory Content may be provided by the Third Party Providers and/or by WFS. Access to the Regulatory Content and Third Party Services may involve additional terms and conditions, which can be accessed via the web pages of the Third Party Providers. WFS will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to Customer. Customer agrees to be bound to such additional terms and conditions. ANY ACTUAL OR ALLEGED VIOLATION OF A THIRD PARTY POLICY, REQUIREMENT, OR GUIDELINE BY CUSTOMER MAY RESULT IN A TERMINATION OF SERVICE AND IS CUSTOMER’S RESPONSIBILITY.
- 2.3. Customer acknowledges that the Third Party Service may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problem. Notwithstanding anything else in this Agreement, in the event that a Third Party Service fails or is not available, WFS sole and exclusive liability of WFS in any way related to such unavailability of the Third Party Service will be to return the fees paid for the Third Party Service for the period of time the service was unavailable. This Section survives the termination of the Agreement.

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- 2.4. Notwithstanding anything else in the Agreement, including, but not limited to, claims for breach of confidentiality and data security, or Intellectual Property Right infringement, (a) WFS and Third Party Providers shall have no liability whatsoever for the Regulatory Content and Third Party Services and does not provide any warranties, (b) WFS assumes no responsibility regarding Customer Data used in any text messages as part of a Third Party Service. Customer understands that such data will not be encrypted, and agrees to not send Social Security numbers, national identification numbers, payroll information, or other data considered sensitive in nature via text messages, (c) the Regulatory Content and Third Party Services are the copyrighted materials of WFS, the Third Party Providers or its licensors and they exclusively reserve all rights and interests in such, and (d) THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER, AND (e) THE REGULATORY CONTENT AND THIRD PARTY SERVICES ARE PROVIDED ON AN “AS, IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND (f) THE THIRD PARTY PROVIDER AND WORKFORCE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE REGULATORY CONTENT AND THIRD PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED USE, TITLE, QUIET ENJOYMENT AND INFORMATION COMPLETENESS, CURRENCY OR ACCURACY. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination of the Agreement.
- 2.5. Access to the Compliance Portal (if ordered by Customer) may involve additional terms and conditions, which can be accessed via web pages from within the Compliance Portal. If Customer does not agree with such additional terms and conditions within thirty (30) days of delivery of the Compliance Portal, it may terminate the order for the Compliance Portal and WFS shall return all fees related to the Compliance Portal.

3. Additional Terms and Conditions – Text Messaging Services

- 3.1. WFS is not responsible for any fees incurred as a result of text messages received by Customer employees regardless of whether or not such employees authorize the use of the text messaging service. WFS shall not be responsible for the content of any text messages sent to Customer employees. Customer shall indemnify and hold harmless WFS against all employee claims resulting from Customer’s use of the text messaging service.
- 3.2. Customer shall not attempt to use the Text Messaging Services to access or allow access to Emergency Services. WFS and the Third Party Provider disclaim all liability arising from such use. Neither WFS nor its Third Party Provider and representatives will be liable under any legal or equitable theory for any claim, damage, or loss arising from or relating to the inability to use the Text Messaging Services to contact emergency services. Customer shall ensure that the Text Messaging Services provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement, including the Third Party Provider’s Acceptable Use Policy, which is hereby incorporated into this Agreement and any data protection statute, regulation, order or similar laws. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.
- 3.3. WITHOUT LIMITING WFS’S EXPRESS OBLIGATIONS HEREUNDER, WFS AND THE THIRD PARTY PROVIDER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TEXT MESSAGING SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.

- 3.4. WFS and/or Third Party Providers exclusively own and reserve all right, title and interest in and to the Text Messaging Services and related materials provided by WFS or Third Party Provider. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of Third Party Providers.
- 3.5. EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTION 3.1, 3.2, OR SECTION 3.4 OF THIS EXHIBIT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS, CUSTOMER OR THIRD PARTY PROVIDERS BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.6. EXCEPT AS DESCRIBED IN THIS SECTION 3.6, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS OR THIRD PARTY PROVIDER BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER FOR THE TEXT MESSAGE SERVICES DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING LIMITATION WILL NOT APPLY TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 3.4 OF THIS EXHIBIT.
- 3.7. THE PROVISIONS OF THIS EXHIBIT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

EXHIBIT 1

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This schedule ("Schedule") is made a part of the Workforce Software SaaS Agreement dated [DATE] (the "Agreement") between Workforce Software, LLC ("WFS") and the "Customer" as defined herein.

Customer: County of Cook	Schedule Effective Date: 12/31/2020
Address: 69 W Washington, 27 th Floor	Commencement Date: 1/1/2021
Chicago, IL 60602	Service Term: 5 years from Commencement Date

Product Line	Service/Item Ordered	Description	Quantity	Customer Discounted Unit Price	Extended Amount Payment Terms
WT&A	1. WorkForce Time	Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Attendance Point Tracking and Alert Manager, Period Processing, Accruals, Employee Self Service, Activity Based Costing, Multiple Assignments, Public Sector Policy Templates, Data Collection Terminal Server, Interface Connect	22,000	\$1.46 PEPM	Minimum Amount Due: 22,000 X \$1.46 = \$32,178. 406,560/2 = \$193,069.80 Payments are due bi-annually first payment invoiced on [DATE] SaaS fee payment schedule Customer opts for reduction - Year 1 - \$193,069.80 - Year 2 - \$193,069.80

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE - Exhibit 1

WT&A	2. WorkForce Absence Compliance Tracker	Base Application - Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada), Employee Self Service, Leave Regulation Update Service (2-5 States)			<ul style="list-style-type: none"> - Year 2 - \$193,069. - Year 3 - \$193,069. - Year 3 - \$193,069. - Year 4 - \$193,069. - Year 4 - \$193,069. - Year 5 - \$193,069. - Year 5 - \$193,069. <p>Total payments =</p>
WT&A	3. WorkForce Analytics	Analytics tool for WorkForce Time and Attendance with sample universe			Overage fee is \$1.83 per e active employees in the Pr based on peak monthly us
WT&A	4. Report Authoring Tool	5 Named User Reporting and Authoring licenses included in fees			<p>Overage Fees will be calcul Employees in the Producti invoice Customer monthly additional Active Employee</p> <p>The above Fee Per Employ Fee are valid through Dec</p>
Third Party Services					
WT&A	IVR –Clock In/Out PMIN Fee	Touch tone time entry service per minute, call duration rounded up to the nearest 15 seconds, minimum call time 30 seconds	Actual usage per month with a monthly minimum of \$1,125	<p>PMIN call charges from US - \$.09</p> <p>PMIN call charges from Canada - \$0.11</p> <p>PMIN call charges from</p>	<p>Minimum amount due per</p> <p>Year 1: 1/1/2021 – 12/31/</p> <p>Year 2: 1/1/2022 – 12/31/</p> <p>Year 3: 1/1/2023 – 12/31/</p> <p>Year 4: 1/1/2024 – 12/31/</p> <p>Year 5: 1/1/2025 – 12/31/</p>

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE - Exhibit 1

				US territories - \$0.25	Usage in excess of \$1,125 the end of each month
WT&A	IVR –Reporting Sick PMIN Fee	Touch tone time entry service per minute, call duration rounded up to the nearest 15 seconds, minimum call time 30 seconds	Actual usage per month with a monthly minimum of \$675	PMIN call charges from US - \$0.09 PMIN call charges from Canada - \$0.11 PMIN call charges from US territories - \$0.25	Minimum amount due per Year 1: 1/1/2021 – 12/31/ Year 2: 1/1/2022 – 12/31/ Year 3: 1/1/2023 – 12/31/ Year 4: 1/1/2024 – 12/31/ Year 5: 1/1/2025 – 12/31/ Usage in excess of \$675 per the end of each month
	Excess Usage			\$3,375	Estimated Overages per year
Environment/Setup/Miscellaneous Fees					
WT&A	5. Production Environment	One (1) Production Environment	1	\$0	No additional charge – inc
WT&A	6. Test Environment	One (1) Test Environment – may not be used for live or production use	1	\$0	No additional charge – inc
WT&A	7. Development Environment	One (1) Development Environment – may not be used for live or production use	1	\$0	No additional charge – inc
WT&A	8. Training Environment	One (1) Training Environment – may not be used for live or production use	1	\$0	No additional charge – inc

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE - Exhibit 1

WT&A	9. Environment Refreshes	Duplicate data between any environments.	10 per year	\$0	No charge for the first 10 Each additional Environment performed for a fee of \$1, No additional charge – inc
WT&A	10. VPN	A private VPN will be setup between WorkForce and Customer (to WorkForce’s primary hosting facility and to WorkForce’s secondary facility). The VPN is to be used for private file transfer, badge readers, data exchange to/from Customer’s Related Systems, administrative access, report writing, and/or authentication.	1 VPN	\$0	Includes up to 10 hours of regarding VPN setup issue
	11. Support Plan	Standard Support, includes unlimited telephone and web support	1	\$0	

Definitions

PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute
PSEC = Per Second

Definitions and Restrictions

The definitions and terms below govern the quantity and usage of the Application Software.

- 1) Applications and extensions are licensed by Active Employee unless specified otherwise. “Active Employee” means employee, contractor or sub-contractor, or equipment that has employee records that are being processed on a basis with the Application Software.

- 2) The WorkForce Time System (formerly EmpCenter Time and Attendance Base Application) includes five (5) Named User Report Authoring Seat at no additional charge. "Named User" is an individual authorized by Customer to use the Application Software module regardless of whether the individual is actively using the program at any given time. The Report Authoring ability to view reports may only be used if the reports created or viewed contain data generated by the Application Software.
- 3) Although Workforce may provide access to Customer to modules other than those licensed, Customer may use only the Application Software specified in this Attachment
- 4) With 60 days written notice, the Customer has the option to reduce the employee count by up to 10% in Year 2.

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule is subject to the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall govern the force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall govern.

EXHIBIT 2

PURCHASE OF DATA COLLECTION EQUIPMENT AND RELATED SUPPORT SERVICES

This schedule ("Schedule") is made a part of the **TBD** (the "Agreement") between WorkForce Software, LLC ("WFS") and County of Cook.

Customer shall purchase the following quantities of data collection equipment, badges, and related accessories (collectively the "Hardware" or "Equipment") from WFS:

Item #	Description	Qty	Unit Price	Extended Amount
Item 1	WFS 4050 Rental + Battery + Lumidigm Biometrics + PoE + HID ProxPoint Reader (W6134) – Clock Buyout	664	\$377.00	\$250,328.00
Support Plan	Standard Support for Item 1 – Year 1	664	\$110.00	\$73,040.00
Support Plan	Standard Support for Item 1 – Year 2	664	\$110.00	\$73,040.00
Support Plan	Standard Support for Item 1 – Year 3	664	\$110.00	\$73,040.00
Support Plan	Standard Support for Item 1 – Year 4	664	\$110.00	\$73,040.00
Support Plan	Standard Support for Item 1 – Year 5	664	\$110.00	\$73,040.00
Total Amount Due				\$615,528.00

WFS agrees to sell such Hardware under the following terms and conditions:

1. Payment for the above amounts are due in accordance with the Agreement. In the event Customer elects to purchase additional Hardware pursuant to this Schedule, the Hardware shall be (a) subject to the terms and conditions herein, (b) supported co-terminously with the Hardware herein, and (c) the fees due initially for the additional Hardware shall be due pursuant to the terms herein with the fees for the remaining Support Plan term pro-rated and any future payments for Support shall be concurrent with the current payment schedule herein. All prices are exclusive of shipping and handling charges, taxes or duties which will be paid by Customer unless specifically noted. Customer is responsible for installation unless it has contracted with WFS for installation under a separate Agreement. Title passes to Customer upon full payment for the Hardware. WFS bears all risk of loss or damage to the Hardware until delivery of the Hardware to Customer's designated location. The cost of a new 4050 Timeclock is \$2,988 per timeclock.

2. WFS DOES NOT WARRANT OR REPRESENT THAT THE HARDWARE OR ANY PORTION THEREOF WILL BE ERROR FREE OR OPERATE UNINTERRUPTED OR THAT WFS WILL CORRECT ALL ERRORS. WFS MAKES NO WARRANTY WITH RESPECT TO THE HARDWARE OR WFS'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND WFS HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. The Hardware is not fault tolerant and is not designed or intended for use in hazardous environments requiring fail safe performances including any application in which its failure could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). WFS expressly disclaims all liability and any express or implied warranty for High Risk Activities. WFS shall not be liable for any injuries caused by the use of the Hardware.
4. Customer acknowledges that the use of the Hardware may entail the gathering and storage of biometric information. Customer shall: (i) collect, store, disclose, protect, and destroy such biometric information pursuant to applicable law; (ii) provide all necessary disclosures and obtain the requisite consents and releases for itself and WFS from all third parties that will utilize such biometric technology; (iii) shall erase any biometric information from Hardware prior to sending such Hardware to WFS for any reason; (iv) shall indemnify, defend and hold WFS harmless from any claims that Customer failed to meet its obligations under applicable law and this Section 4.
5. In no event shall WFS be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Hardware, whether alleged as a breach of contract or tortious conduct, including negligence. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether WFS has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term. WFS's liability hereunder for damages of any kind shall not, in any event, exceed the amounts paid for the Hardware under this Schedule.
6. With regard to any software embedded in the Hardware (the "Embedded Software"), WFS grants to Customer a personal, perpetual, non-exclusive, non-transferable license to install, execute and use the Embedded Software. Customer may not sublicense, assign, or transfer the Embedded Software license to another party, in whole or in part, including through a merger or consolidation, without the written consent of WFS. Customer may not transfer the embedded software to other hardware or equipment. Customer may not decompile, reverse-engineer or make derivative works of the Embedded Software.
7. The terms of the Agreement shall apply to the Hardware ordered on this Schedule and are included by reference herein. All capitalized terms have the meaning set forth herein or as specified in the Agreement. Execution of this Schedule represents Customer's and WFS's acceptance of all terms of the Agreement and any additional terms and conditions set forth in this Schedule. In the event of any conflict between the terms and conditions of this Schedule and the terms and conditions of the Agreement, the terms and conditions of this Schedule shall control. Except as expressly set forth or modified herein, all terms of the Agreement shall and remain in full force and effect.

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COUNTY OF COOK, ILLINOIS

Attachment 1 to Exhibit 3 – Managed
Services Support Plan

April 20th, 2020



CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information belonging to WorkForce Software, LLC (“WorkForce”) and is intended only for the use of COUNTY OF COOK, ILLNOIS (“Customer”). Any reproduction of this document in whole or in part, or the divulgence of any of the information contained herein without the prior written consent of WorkForce is prohibited. The information contained in this document is joint confidential information of WorkForce and Customer.

VERSION HISTORY

Update	Description	Author
2020-04-20	Initial Version	Dennis Tuttle

WorkForce Software, LLC

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1-877-4-WFORCE

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1. Introduction

COUNTY OF COOK, ILLNOIS, herein referred to as “Customer” has selected WorkForce Software, LLC, herein referred to as “WorkForce”, to provide a Managed Services Support Plan (“MSSP”) for the Online Service under the terms of the Contract and this Exhibit for the MSSP Support Fees specified herein. The MSSP shall provide services in addition to the obligations of WorkForce under the terms of the WorkForce Time and Attendance Support Plan. A modification of the terms of this Exhibit shall not be considered a modification of the standard support obligations of WorkForce under the Contract.

This Exhibit is attached to Exhibit 4A of the amended Contract No. 11-53-051, for Enterprise Time and Attendance System Solution (the “Contract”) by and between the County and WorkForce.

2. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below. Terms not defined herein shall have the meaning set forth in the Contract.

- a) “Contract” means Contract No. 11-53-054, for Enterprise Time and Attendance System Solution by and between the County and WorkForce and any subsequent amendments.
- b) “Configuration” shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics and queries used to manage items within the configuration.
- c) “Full-time Equivalent” (“FTE”) shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker (estimated as 40 hours per week for 52 weeks per Plan Year) excluding designated holidays. Holidays include the observed holiday days of New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve.
- d) “Incremental Services” means Services requested by Customer Sponsor in writing, not covered under the MSSP. Customer Sponsor and WorkForce are jointly responsible for ensuring that requests are within the spend authorization of the contract and its amendments. Such services are provided under the Contract.
- e) “Managed Services Support” (“MSS”) means services offered by WorkForce which provides for services defined by the Scope section of this document, and within the skillsets of FTE capacity assigned.
- f) “MSSP” means a service plan offered by WorkForce for MSS, as detailed in the Scope section below.

- g) “MSSP Support Fees” shall mean the fees for an MSSP.
- h) “MSSP Support Period” shall mean the period of time that Customer is covered under an MSSP.
- i) “Resource Capacity” shall mean the staffing level at which WorkForce provides Configuration Management Services Support to Customer. Contracted Resource Capacity is set forth in Levels of Service section. The Resource Capacity set forth in Section 3 (MSSP Service Descriptions) below shall not be exceeded except as set forth in Section 3a and 3b below (Service Conditions).

3. Levels of Service

MSSP Service Descriptions

Service	Description
Configuration Management & Consulting	Modification or enhancement of Online Service configuration as defined in Configuration Management Activities Scope (Section 4.2)
Availability	Access to the Managed Service team Monday through Friday, excluding holidays (“Business Days”) between 8:00 am and 5:00 pm Central Time (“Business Hours”)
Resource Capacity	Configuration Management Service Support is subject to a total capacity constraint (“Resource Capacity”) of 2.0 FTE.
Response Time	Response time is within 24 Business Hours for tickets submitted through the approved process
Time to Complete	<p>Configuration Management: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex requests, WorkForce will provide an estimated delivery date within four days.</p> <p>Timeline for request to be developed and deployed will be mutually agreed upon by the MSS team and Customer.</p>
Authorized MSS Contacts	Up to six (6) Customer individuals authorized to request and approve work performed under the MSSP.
Request Management	Requests will be submitted using the WorkForce support system, currently Salesforce Service Cloud.

3.1. Service Conditions

- a) Should the Configuration Management Services effort (actual plus planned) exceed Resource Capacity, 1) delivery timelines shall be extended to bring the effort to within Resource Capacity, 2) work in excess of the Resource Capacity must be requested by Customer Sponsor in writing and be within the contractual authority spending limits of the contract and its amendments to be considered Incremental Services, , or 3) the MSSP shall be amended to adjust Resource Capacity with fees commensurate to such adjustment.
- b) MSS resources can be allocated to separately contracted projects at the discretion of Customer up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with the Fees and Schedule section below.
- d) MSSP Support Fees are non-refundable and the MSSP may not be altered without an amendment to this Exhibit.
- e) All requests made of the MSSP Team will be delivered using the Request Management Process defined in this document in Section 8. All completed requests provided by WorkForce to Customer will be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.
- f) All travel approved by Customer will be invoiced monthly according to the terms and conditions of the Contract in addition to the MSSP Support Fees payable under this Exhibit.
- g) Non-U.S. based resources and WFS certified partners are allowed to work on the MSSP activities identified in Section 4. Responsibility for protecting the Customer's data resides with WorkForce. Non-US based resources work in the DEV, TEST and TRAIN environments and migrate configuration to the PROD environment.
- h) All communication with WFS consultants will be conducted in English. Documentation produced by WFS or to be reviewed by WFS will be in English.

4. Scope

This section details the complete scope of services to be provided by WorkForce resources under the MSSP. Work requested by Customer and performed by WorkForce resources that meets this Scope definition is considered work performed under this Exhibit. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this Exhibit through a corresponding Change Order.

4.1. Out of Scope

The following activities are specifically excluded from the scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Implementation of additional WorkForce product modules
- Specialized skills that are not available among the dedicated WorkForce staff
- Support outside of Business Hours, except for work at mutually agreed times

4.2. Configuration Management and Consulting Activities

Scope

As Directed by Customer, WorkForce resources will perform the following:

Consulting

- Provide consulting by dedicated resource(s) related to WorkForce and industry best practices and trends related to configuration changes, strategic initiatives, and new releases.
- Summarize and reporting findings and analysis to enable well-informed decision making.
- Provide design services with support of HR and Product experts to review options and discuss pros and cons of making these changes. Consultation with the WorkForce Software Director of Compliance shall not constitute legal advice or the provision of legal services.
- Coordinate releases of client specific configuration, ad hoc changes, and post-upgrade enhancements based upon customer's desired cadence schedule.
- Make recommendations on process changes that will enable efficient and intended use of the application.
- Provide guidance on environmental management and design as requested.

Business Analysis

- Facilitate the implementation workforce management best practices and standards.
- Partner with customer teams during configuration and testing in order to create a specialized deployment plan.
- Identify application or process changes that will improve efficiencies.
- Identify modifications needed in existing configuration to meeting changing customer requirements.
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together.
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance.
- Provide insight on Human Resources and compliance related interpretations and best practices.

- Create detailed work plans to identify and sequence activities needed to successfully complete requested work.
- Support client testing phase with responsiveness and detailed follow through on issues and changes in a professional and timely manner.
- Define high-level data requirements based upon requests for changes.
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable.
- Document standards and best practices for Design, Configuration and Testing. Documents will be stored/provided on a SharePoint location provided by Customer.

Configuration Management

- Complete configuration changes in the customer's development environment.
- Ensure configuration best practices are being utilized.
- Document and manage configuration migrations through the environment life-cycle (Test, Production).

Program Management

- Coordinate WorkForce resources across multiple work streams.
- Manage team specializing in complex configuration and support.
- Manage team effectiveness driving change as needed to provide continuous service improvement.
- Encourage open communication between team members to identify opportunities to deliver a more effective service.
- Achieve consistent customer satisfaction rating and ensure timely responses to feedback on areas of improvement.
- Ensure quality, timely and budgeted completion of deliverables.

Product Expertise

- Configuration of the WorkForce product suite, including WorkForce Time and Attendance, Advanced Scheduler, Absence Compliance Tracker, Analytics, Fatigue Management, Forecasting and Scheduling, and Data Collection Terminals to support new customer requirements.
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical.
- Performing configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements.

MSS Administration

- Quarterly performance review/recommendations.

- Creation of supplemental documentation regarding the system processes, configuration and security.
- Monitoring, tracking, and reporting status.
- Securing necessary approval of all changes based upon the Request Management Process.
- Compiling and proactively managing issues lists.

5. Services Locations and Environments

WorkForce resources will perform all services under this Exhibit remotely from the offices of WorkForce Software, certified partners, remote employees, or onsite if requested by the County for mutually agreeable dates and work and travel expenses approved in writing by County sponsor..

The services performed under this Exhibit will be performed on the systems identified in the Contract provided by and hosted by WorkForce.

6. Roles and Responsibilities

6.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Customer Systems and data in Customer systems that provide information to WorkForce Time and Attendance or receive information from WorkForce Time and Attendance operate properly. The support provisions of this Exhibit do not apply to Related Systems or problems in the Online Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WorkForce identify that the root cause of a problem is caused by problems in Related System it shall notify Customer.

Customer is required to provide support to the WorkForce team in order for WorkForce to meet our obligations under this Exhibit. The following resources/roles are required to be provided by Customer.

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related items that may occur throughout the delivery of MSS and is expected to provide guidance and support to the WorkForce and Customer teams.
Application Manager	This person has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WorkForce Software and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.
Functional Analysts and Subject Matter Experts	Share knowledge of current and required policies and procedures; engages in any requirement gathering activities and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the Online Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.

Role(s)	Responsibilities
IT Systems Experts	These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the Online Service. These individuals are responsible for data, configuration, and system administration activities of these systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WorkForce team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	Infrastructure Specialists - These individuals are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources provide direction on network infrastructure and time clock installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the Online Service.
Training and Change Management Staff	Creates and delivers end user training, creates internal marketing collateral, and works to achieve "buy-in" for the project among end users.

6.2. WorkForce Roles and Responsibilities

WorkForce shall support the Online Service under the terms of the WorkForce Time and Attendance Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this Exhibit. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Software and any applicable DCT Support Plan.

WorkForce will provide resources to support the following roles at various points.

Role(s)	Responsibilities
Managed Services Manager	Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans.
Sr Consultant – Functional and Consultant - Functional	Works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WorkForce expertise, and recommend best practices and business process improvements. The Implementation Consultant tests the software configuration prior to delivery.
Integration Architect/Engineer	Defines and develops system interfaces to support integration with external systems, provides technical assistance necessary throughout the assignments.
Sr Consultant – Technical and Consultant - Technical	Designs, configures and unit tests the application in accordance with the documented requirements and provides configuration support.
Data Collection Engineer	Configures and test the WorkForce Data Collection Terminal in accordance with the documented requirements.
Reports Developer	Develops and tests customized reports and extends the analytics universe in accordance with the documented requirements
Training Consultant	Develops standard training materials based on requirements.
Compliance Lead	Provides guidance on compliance related functions and activities.

7. Acceptance Management

This section defines the formal Acceptance process that will be followed throughout the service. Acceptance of a work request by Customer indicates that WorkForce has provided the service according to the accepted requirements and design documented by written approval of Customer Authorized MSS contact.

Acceptance of services under this Exhibit are the responsibility of Customer's Authorized MSS Contact.

Completed services will be communicated by WorkForce in monthly Status Reports. If Customer reasonably determines that a service is incomplete, or otherwise materially unacceptable, Customer will document all deficiencies and communicate them to WorkForce within thirty calendar days of receipt of the monthly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

8. Request Management Process

This section contains confidential and proprietary information belonging to WorkForce Software, LLC ("WorkForce") and is intended only for the use of COUNTY OF COOK, ILLNOIS ("Customer").

9. Fees and Schedule

The MSSP and associated obligations identified herein commence on the December 31, 2020 and terminate December 31, 2025. The MSSP Support Fees are invoiced prior to service delivery in twelve monthly payments as identified in the table below and are due per the terms of the Contract.

Five -Year Period

Year	MSSP Support Period	Total Annual Cost	Payments
1	December 31, 2020 – December 30, 2021	\$787,500	Twelve monthly installments of \$65,625 beginning January 1, 2021
2	December 31, 2021 – December 30, 2022	\$787,500	Twelve monthly installments of \$65,625 beginning January 1, 2022
3	December 31, 2022 – December 30, 2023	\$787,500	Twelve monthly installments of \$65,625 beginning January 1, 2023
4	December 31, 2023 – December 30, 2024	\$787,500	Twelve monthly installments of \$65,625 beginning January 1, 2024
5	December 31, 2024 – December 30, 2025	\$787,500	Twelve monthly installments of \$65,625 beginning January 1, 2025
Total		\$3,937,500	

The County will be invoiced monthly in equal payments of \$65,625 per month, with payment due on the first day of the following month. WorkForce will provide a report of the work performed each month under this MSSP.

Incremental Services Fees

The Annual Fee in the tables above include a base Resource Capacity of 2.00 FTE. This is the minimum Resource Capacity for which Customer is committed throughout the initial two-year period.

With a minimum sixty (60) day written notice, Customer may increase or decrease the Resource Capacity in increments of 0.25 FTE per-calendar quarter with a maximum increase or decrease 0.5 FTE per quarter, provided that Customer may never reduce below the base Resource Capacity of 0.25 FTE. The quarterly fee for each increment of 0.25 FTE is \$25,232. Incremental fees will be invoiced upon

receipt of the written notice by WorkForce with payment terms per the Contract. Fees will continue to be invoiced quarterly until Customer provides notice to decrease the Resource Capacity.

EXHIBIT 2

Schedule of Compensation

COMPENSATION SCHEDULE (Jan 1,2021 – Dec 31,2025)

This schedule (“Schedule”) is made part of the **PSA and SaaS Agreement (the “Agreement”), effective** January 1st, 2021, by and between WorkForce Software, LLC (“Contractor”) and the County of Cook (“County”).

Under the Hardware Purchase Schedule of the Agreement, the County has the right to acquire data collection equipment, badges, and related accessories and products (collectively the “Hardware”).

This Exhibit sets forth the WorkForce Time (aka EmpCenter Time) SaaS Subscription fees for the years 1 through 5 of the Agreement and the fees associated with the Hardware, all as set forth below.

Cost Summary –

Item	Payment	Payment Due
WorkForce Time SaaS Subscription – Year 1	\$193,069.80	January 1, 2021
WorkForce Time SaaS Subscription – Year 1	\$193,069.80	July 1, 2021
WorkForce Time SaaS Subscription – Year 2	\$193,069.80	January 1, 2022
WorkForce Time SaaS Subscription – Year 2	\$193,069.80	July 1, 2022
WorkForce Time SaaS Subscription – Year 3	\$193,069.80	January 1, 2023
WorkForce Time SaaS Subscription – Year 3	\$193,069.80	July 1, 2023
WorkForce Time SaaS Subscription – Year 4	\$193,069.80	January 1, 2024
WorkForce Time SaaS Subscription – Year 4	\$193,069.80	July 1, 2024
WorkForce Time SaaS Subscription – Year 5	\$193,069.80	January 1, 2025
WorkForce Time SaaS Subscription – Year 5	\$193,069.80	July 1, 2025
Workforce IVR – Year 1	\$24,600	January 1, 2021

Workforce IVR – Year 2	\$24,600	January 1, 2022
Workforce IVR – Year 3	\$24,600	January 1, 2023
Workforce IVR – Year 4	\$24,600	January 1, 2024
Workforce IVR – Year 5	\$24,600	January 1, 2025
WorkForce Time 4000 Time Clocks – Support of 664 clocks at \$110/year – Year 1	\$73,040	January 1, 2021
WorkForce Time 4000 Time Clocks – Support of 664 clocks at \$110/year – Year 2	\$73,040	January 1, 2022
WorkForce Time 4000 Time Clocks – Support of 664 clocks at \$110/year – Year 3	\$73,040	January 1, 2023
WorkForce Time 4000 Time Clocks – Support of 664 clocks at \$110/year – Year 4	\$73,040	January 1, 2024
WorkForce Time 4000 Time Clocks – Support of 664 clocks at \$110/year – Year 5	\$73,040	January 1, 2025
Application Managed Services – Year 1	\$787,500	Twelve (12) equal monthly payments of \$65,625 due first day of each month
Application Managed Services – Year 2*	\$787,500	Twelve (12) equal monthly payments of \$65,625 due first day of each month
Application Managed Services – Year 3*	\$787,500	Twelve (12) equal monthly payments of \$65,625 due first day of each month
Application Managed Services – Year 4*	\$787,500	Twelve (12) equal monthly payments of \$65,625 due first day of each month
Application Managed Services – Year 5*	\$787,500	Twelve (12) equal monthly payments of \$65,625 due first day of each month

Clock Buyout – 664 Clocks	\$250,328	One-time purchase
Contingency (Hardware, Services, etc.)	\$150,000	
TOTAL	\$6,756,726.00	

*With 60 days written notice, County has the option, but not the obligation to reduce the Application Managed Services to a 1.75 FTE minimum in Year 2, and if elected, monthly fees would be reduced on a prorata basis from Year 1 which has a minimum of 2.00 FTEs.

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents County's and Contractor's acceptance of all terms of the Agreement and the Conditions set forth herein. Except as expressly set forth, or modified herein, all terms of the Agreement shall remain in full force and effect.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I. POLICY AND GOALS

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [zero percent (0%)].** 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



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

November 2, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 2003-18500
Managed Services Support Plan for Online Services
Bureau of Technology

Dear Mr. Sarrafian:

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

Sincerely,

Edward H. Olivieri
Contract Compliance Director
EHO/ate

Cc: Yaneth Lopez, OCPO
Carlyn Augustave, BOT

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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 Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C, No, Ext): 734-741-0044 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED WorkForce Software, LLC 38705 Seven Mile Road, Ste 300 Livonia MI 48152	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Ins Co Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Co</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER C : Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D : Columbia Casualty Company</td> <td style="text-align: center;">31127</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Ins Co Hartford	20478	INSURER B : Valley Forge Insurance Co	20508	INSURER C : Continental Insurance Company	35289	INSURER D : Columbia Casualty Company	31127	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 1968448194

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 <input type="checkbox"/> contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6072373104	10/4/2020	9/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6072373099	10/4/2020	9/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072373068	10/4/2020	9/4/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ \$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC6072373085 WC6072373071	10/4/2020 10/4/2020	9/4/2021 9/4/2021	<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	E&O / Privacy (aka Cyber)			652030555	10/4/2020	9/4/2021	\$10,000,000 \$10,000,000 Aggregate Limit Each Claim

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

Additional Insured for General Liability and Automobile Liability, primary and non-contributory basis, as required by written contract - Cook County, its officials, employees and agents. A waiver of subrogation applies on the General Liability, Automobile Liability, and Workers' Compensation policies in favor of the Additional Insureds. The Errors & Omissions insurance referenced above includes Cyber/Privacy Liability. A 30 day prior written notice of any insurer initiated cancellation, except non-payment of premium, will be given. A 10 day prior written notice will be given in the event of non-payment of premium. Umbrella liability follows form.

CERTIFICATE HOLDER
CANCELLATION

Cook County, its officials, employees and agents
 118 N. Clark Street
 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

Judy K. Wilson

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EXHIBIT 5

Certification for Consulting or Auditing Services

**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

“Auditing” means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

“Consulting” means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

“Elected Official” means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State’s Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

“County” shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: Workforce Software
ADDRESS: 38705 Seven Mile Road, Livonia, MI 48152
TELEPHONE: 877-493-6723
CONTACT NAME: Deana Searight
CONTACT EMAIL: dsearight@workforcesoftware.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Workforce Software Limited - Precedent Drive, Milton Keynes, MK13 8PP, United Kingdom

WFS Australia Pty Limited - Level 18, 111 Pacific Hwy, North Sydney, NSW 2060

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 2003-18500
- b. The Contractor is providing the following type of Services: ☐ Auditing or ☒ Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official: Bureau of Technology
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? ☒ Yes or ☐ No.
If yes, please state the other Contract Number(s) and the Nature of Services. 2003-18500, Enterprise Time and Attendance System Support and Services

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials. The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

DocuSigned by:

D949ACD7DF8E4FA...
Signature
Robert Feller

Name (Type or Print)

CFO

Title

Dec-22-2020

Date

EXHIBIT 6

Cook County Travel and Business Expenses Policy and Procedures



Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

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Cook County Travel and Business Expenses Policy and Procedures

INTRODUCTION

The County of Cook (“County”) has a fiduciary responsibility to ensure County resources are used responsibly and that individuals do not incur inappropriate or excessive expenses, or gain financially from the County. As such, all persons who travel on behalf of the County are fiscally responsible and accountable for all County expenditures.

The purpose of the County’s travel and business expense policy and procedures is to provide guidelines for payment of authorized travel expenses in an efficient, cost effective manner, and to enable County travelers to successfully execute their local and non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County.

All official travel should be prudently planned so that the County’s best interests are served at the most reasonable cost. Anyone traveling on County business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement is responsible for insuring that his/her expense and related reimbursement request complies with all applicable policies, is properly authorized, and is supported with necessary receipts and documentation.

Supervisors and department heads are accountable for use of County funds and must verify that all travel is budgeted and expenditures are charged to the proper account(s).

These guidelines and procedures described in this policy may not cover every possible situation. Travelers should contact supervisors and/or department heads for clarification as needed.

APPLICABILITY

The Cook County Travel and Business Expense Policy and Procedures, and all associated requirements, applies to all County employees and all County officials, whether elected or appointed, who incur travel or business expenses while conducting official business on behalf of the County.

GENERAL PRINCIPLES AND REQUIREMENTS

The County reimburses authorized travelers for reasonable and necessary expenses incurred in connection with approved travel on its behalf.

A necessary expense is one for which there exists a clear business purpose and is within the County’s expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure including a list of attendees, if appropriate, and their

Cook County Travel and Business Expenses Policy and Procedures

purpose for attending, business topics discussed, or how the expenditure benefited the County.

Each county bureau and department is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

All employees and supervisory staff should keep the following key points in mind when planning and/or approving travel on behalf of the County:

- i. All official travel should be planned so that the best interests of the County are served at the most reasonable cost;
- ii. All official travel shall be by the most economical mode of transportation available considering travel time, cost and work requirements;
- iii. Most travel must be authorized in advance by the traveler's department head;
- iv. Each department head is responsible for ensuring that all travel on behalf of the County complies with all applicable travel regulations;
- v. Employees must be authorized to commit the County's resources, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained;
- vi. All travel authorizations must be documented by the process established within each bureau or department as to how prior authorization for travel will be documented, e.g., travel request form, email;
- vii. Under no circumstances should an individual approve his/her own expense report.
- viii. Travel related costs shall not be reimbursed from petty cash funds; and
- ix. The County will not reimburse personal expenses.

LOCAL TRAVEL

Definitions

"Local travel" means travel that is performed for official purposes in and around the employee's primary work location and does not entitle the traveler to lodging, meals or other travel related allowances.

"Primary work location" means the worksite to which the employee is assigned and reports to when not performing local travel.

Authorized Modes of Transportation for Local Travel

Authorized modes of local transportation for conducting local official County business in preferred order are:

- i. Public transportation, i.e., CTA, Pace, Metra
- ii. County-owned vehicles, i.e., Shared Fleet or ZipCar;
- iii. Taxicabs and ride sharing services; and
- iv. Personally owned vehicle.

Cook County Travel and Business Expenses Policy and Procedures

Local Travel Requirements

Preferred Method of Travel

Public transportation is the preferred method of local travel. However, it is recognized that there are times when this mode of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons. In such cases, the use of a County-owned or personally owned vehicle (“POV”) for local travel may be approved by a department head. Use of a POV for local travel may not be approved solely to accommodate the traveler’s personal comfort or convenience.

County-owned vehicles

The following requirements apply to local travel by means of a County-owned vehicle:

- i. The department head has determined public transportation is not feasible or practical.
- ii. County owned vehicles are to be used only for County business. The use of County-owned vehicles for personal use is prohibited.
- iii. Employees must follow the Vehicle Policy Ordinance, and any other rules, regulations or other applicable requirements adopted by the Cook County Board of Commissioners or the Vehicle Steering Committee.

Personally Owned Vehicles

The following requirements apply to the use of a POV for local travel:

- i. County employees, with the prior written permission of their department head, may use their POV to conduct official County business. Department heads shall only approve the use of POV for County business when it is in the best interest of the County to do so.
- ii. POV use is in the County’s best interest when it is the least expensive option or the employee’s department head determines in writing that a less expensive mode of transportation is clearly not feasible or practical.
- iii. Each bureau (or equivalent operating unit) is responsible for developing a process for approving and documenting the use of a POV for official travel.

A copy of the department head’s written approval for each instance of POV use must accompany each request for POV mileage reimbursement and related expenses.

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra

Local official travel via mass transit, e.g., CTA, PACE, Metra, may be reimbursed as a transportation expense. A receipt is required for reimbursement.

Cook County Travel and Business Expenses Policy and Procedures

Taxicabs

Employees may utilize a taxicab if advantageous to the County and necessary for urgent business. Reimbursement is limited to the metered fare. Tipping is at the traveler's expense and not reimbursable. A receipt is required for reimbursement.

Uber/Lyft, etc.

Employees may utilize Uber or a similar service if advantageous to the County and necessary for urgent business. In such cases, an employee may only use the service's lowest-cost option, e.g., Uber X. Reimbursement for Uber and similar ride services is limited to the actual cost of the trip. A receipt is required for reimbursement.

Reimbursement for Local Travel by POV

Reimbursement for POV mileage shall be subject to the following terms and conditions:

- i. An employee shall not be reimbursed for commuting mileage, i.e., the distance between the employee's residence and the employee's primary work location.
- ii. When approved local travel starts and terminates at the employee's primary work location, only the most direct route mileage (using the TEVS mileage calculator) from the primary work location to the site(s) visited and back to the primary work location will be reimbursed. In the event the employee's work day ends at a site, the mileage from the last site to residence shall not be reimbursed.
- iii. An employee driving a POV may start and terminate the field assignment at her/his home or official workstation, at the discretion of the department head, provided that where the assignment starts and/or terminates at the employee's home, mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed.
- iv. The number of County business miles driven per month will be compensated at the standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive. The IRS per-mile rate covers the total cost of operating a POV for local travel or transportation away from home, including such items as gasoline, oil, maintenance, repairs, etc.
- v. Any travel voucher for POV reimbursement that does not include a copy of the prior authorization for POV travel shall not be processed for payment.

Parking and Tolls

Employees can be reimbursed for parking and toll expenses when using a County owned vehicle or POV for County business. Parking and tolls shall be allowed for reimbursement if items are

Cook County Travel and Business Expenses Policy and Procedures

supported by receipts.

Local Travel Reimbursement

Local travel expenses are reimbursed by means of a Travel Expense Voucher (TEV) on the Transportation Expense Voucher System (TEVS). A sample TEV is attached at Appendix 1.

All requests for local travel reimbursement must be generated from the TEVS. The Comptroller's Office will not accept handwritten vouchers.

Employees are required to utilize the TEVS for all mileage reimbursement and other transportation expenses associated with local travel including tolls and parking. TEVS automatically calculates the distance for the most direct route between the two points of travel.

All TEV expenses for parking, tolls, taxi, and public transportation costs shall be supported by receipts for all items, individually.

TEVs prepared through the TEVS must be prepared and signed by the employee who has incurred the expense and signed by his/her department head (or a designated representative). The original local travel 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 TEV is considered a major cause infraction subject to disciplinary action up to and including discharge.

The traveler submitting the TEV is personally responsible for its accuracy and propriety. Local travel trip details are to be entered immediately following travel to eliminate possibility of errors. The TEV must be completed in its entirety.

Approval and Submission of Local Transportation Expense Voucher

In order to be eligible for local travel reimbursement, the employee must submit the TEV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The local transportation expense voucher shall then be reviewed and approved by the traveler's department head (or a designated representative), or bureau chief (or equivalent) in the case of a department head, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TEV, a supervisor and department head (or a designated representative) are certifying:

- i. Appropriateness of the expenditure and reasonableness of the amount;
- ii. Availability of funds;
- iii. Compliance with applicable reimbursement policies; and

Cook County Travel and Business Expenses Policy and Procedures

iv. Completeness and accuracy of documentation.

A department must submit the TEV to the Comptroller's Office via TEVS by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the TEV shall be retained by the department.

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

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

NON-LOCAL TRAVEL

The following is not intended to cover routine local travel related to the performance of regular job duties and applies only to official travel that requires an overnight stay.

Before planning non-local travel to attend conferences, meetings, seminars or training sessions, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements.

Non-local travel connected to and/or funded by a grant (or contract) must be made in accordance with the funding agency's travel requirements. Reimbursement is made at whichever rate is lower, the County's rate or the rate set out in the grant (or contract).

Reasons for Non-Local Travel

The County recognizes the following activities as appropriate for non-local travel purposes:

- i. Delivery of legislative testimony:
- ii. As a stipulation or condition of grant funding or otherwise required for County or federal certification.
- iii. Presentation on behalf of the County at a conference or seminar.
- iv. Financial or tax audit.
- v. Site visits or operational evaluations related to departmental improvement efforts.
- vi. Court proceedings or case preparation.
- vii. Law enforcement related investigations.
- viii. Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the County; representation at the event is in the best interest of the County, and the topic is related to an employee's

Cook County Travel and Business Expenses Policy and Procedures

professional development.

Non-local travel for any other purpose(s) requires the prior written approval of the traveler's bureau chief (or equivalent).

Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago Metropolitan Area is limited to two employees unless otherwise approved by the travelers' bureau chief (or equivalent). (The Chicago Metropolitan Area is comprised of Cook County, DuPage County, Kane County, Kendall County, Lake County, McHenry County and Will County.)

Non-Local Travel Approval Procedure

If the County has contracted with a travel management company, all travel arrangements are required to be secured through the County's designated travel management company.

If the County has not contracted with a travel management company, travel arrangements are the responsibility of the traveler(s). In such cases, all travel should be by means of the most direct route and the least costly alternative consistent with the itinerary.

All travel outside the Chicago Metropolitan Area requires bureau chief (or equivalent) approval. A completed Travel Request Form ("TRF") must be approved by the traveler's department head and submitted to the bureau chief (or equivalent) as far in advance as possible, but no later than ten (10) business days prior to the date of non-local travel. A sample TRF is attached at Appendix 2.

Supporting documentation should be attached to the TRF. Supporting documentation includes, but is not limited to:

- a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;
- b. An agenda; and
- c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

The County is not obligated to reimburse employees for non-local travel expenses that do not comply with the applicable travel requirements or those not previously approved by the traveler's bureau chief (or equivalent).

All expenses incurred during non-local travel are to be charged to the 190 account.

Non-local travel paid by a third party must adhere to these travel guidelines and the County's Ethic's rules.

Non-local travel shall not be reimbursed from petty cash funds.

Cook County Travel and Business Expenses Policy and Procedures

Travel Outside the Continental United States (U.S.)

All requests for travel outside the continental U.S. must be submitted to the traveler's executive department head, i.e., the chief administrative officer responsible for the policy and administration of the traveler's department, as far in advance as possible, but not later than fifteen (15) business days prior to travel. The executive department head will seek approval from the President's chief of staff or the chief of staff of the elected official for whom the employee works, as the case may be, and will notify the department of approval or denial.

Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Reimbursement Voucher. Official documentation of the exchange rate at the time of travel (i.e., bank receipt) must accompany all original receipts.

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

Employees traveling on County business in a County-owned vehicle are entitled to reimbursement for any out of pocket gas expenditures, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.

Personal Vehicles

Employees may use personal automobiles for non-local business travel within a 300-mile radius of Chicago.

Employees will be reimbursed at the IRS mileage rate, but in no event will the reimbursement exceed the cost of lowest available round trip coach airfare.

Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.

Parking and toll expenses will be reimbursed separately with original receipts.

Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department. The employee's personal insurance is primary in the event of an accident.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Note: Travelers are advised to refer to the County Vehicle Policy Ordinance for other rules and regulations regarding the use of county-owned and personal vehicles.

Car Rental

Car rental will not be approved for travel within the Chicago Metropolitan Area. County Shared Fleet or ZipCar programs should be reserved for such travel.

Cook County Travel and Business Expenses Policy and Procedures

Car rental is a reimbursable expense only when transportation by common carrier cannot be utilized or is impractical.

Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.

Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.

Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by the traveler's bureau chief (or equivalent).

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares and/or government rates.

Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.

No traveler may select tickets on a specific carrier or airport for any reason while on County business, unless it is the most economical fare.

First-class and business upgrades are prohibited.

Electronic tickets are the only acceptable delivery method of tickets unless this option is not available.

Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to the prior written approval of the traveler's bureau chief (or equivalent).

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.

Shuttle service or public transportation is encouraged.

Limousine or livery service charges to and from airports and railroad stations are reimbursable, where such costs do not exceed the comparable taxi fare.

Uber, Lyft and other similar transportation services are permitted options, and may include

Cook County Travel and Business Expenses Policy and Procedures

surcharges and fees. Surcharges and fees may be reimbursable if the total cost is comparable to other ground transportation options, and must be clearly documented to substantiate reimbursement.

Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.

Gratuity for ground transportation is the sole responsibility of the traveler.

Original receipts are required for reimbursement.

Lodging

Government rates should be requested.

Lodging costs will be reimbursed at the lesser of actual costs or the current federal travel allowance published by the General Services Administration Lodging Rates at: <http://www.gsa.gov/portal/category/104711>.

Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.

Lodging costs greater than the published GSA rate require the prior written approval of the bureau chief (or equivalent).

All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.

Original receipts are required for reimbursement.

Meals and Incidental Expenses

Employees shall receive the lesser of actual costs or the allowance for meals and incidental expenses allowance published by the General Services Administration at <http://www.gsa.gov/portal/content/101518>.

Employees will only receive 75% of the lesser of actual costs or applicable meals and incidentals expenses rate for the first and last day of the trip and 100% for the other days.

There will be no reimbursement for meals and incidental expenses beyond the above rates.

The value of any meal(s) included in registration fees shall, be deducted from the employee's reimbursement.

Original receipts are required for reimbursement.

Conference Registration Fees

Every effort should be made to take advantage of early registration or group rate discounts.

Cook County Travel and Business Expenses Policy and Procedures

Additional Reimbursable Expenses

Business-Related Expenses. Business-related expenses incurred while on County travel may be reimbursed at the discretion of the department head. Original receipts must be provided for reimbursement. Examples of acceptable reimbursable business expenses are:

- i. Internet connections
- ii. Sending or receiving faxes
- iii. Photocopying
- iv. Express mail services

Laundry. Employees traveling on County business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day. Original receipts are required for reimbursement.

Telephone Calls.

- i. If the employee has a County-issued cell phone, that phone should be used for all business calls (unless there is no service).
- ii. When possible, employees should avoid surcharges by using cell.
- iii. For approved international travel, the traveler should contact the Bureau of Technology so that the traveler's calling plan may be temporarily changed to the appropriate calling plan. Business calls may be reimbursed at the discretion of the department head.
- iv. Original receipts are required for reimbursement for business calls made on a personal cell or other phone.

Incidentals. Reimbursement for other incidental expenses will be approved at the discretion of the department head. Original receipts are required to reimbursement traveler for incidentals not listed above.

Non-Reimbursable Non-Local Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

- i. Additional hotel charges for upgrades, special "club" floors, late checkout or early check-in;
- ii. Airline convenience fees (e.g., early check-in, seat upgrades, TSA pre-check)
- iii. Alcoholic beverages;
- iv. Amenities such as movies, health clubs, or in-room bars;
- v. Cancellation charges (unless justified);

Cook County Travel and Business Expenses Policy and Procedures

- vi. Child care, baby-sitting, house sitting, or pet sitting costs;
- vii. Cost differential on premium and luxury car rentals or first or business class airline tickets;
- viii. Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;
- ix. Excess baggage fees;
- x. Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;
- xi. Gasoline costs if mileage reimbursement is used;
- xii. Laundry for trips less than three or more consecutive days;
- xiii. Local transportation charges incurred for personal reasons;
- xiv. Lost or stolen cash or personal property;
- xv. Magazines, books, or other reading materials;
- xvi. Meals included in the cost of registration fees and airfare;
- xvii. Modifications to travel arrangements;
- xviii. Personal items (e.g., toiletries, luggage, clothing, medications, etc.);
- xix. Personal portions of a trip combined with business travel;
- xx. Personal telephone calls;
- xxi. Repairs, towing service, etc. for personal vehicle;
- xxii. Snacks, beverages, etc. outside of a meal;
- xxiii. Spouse, family member(s), and guest travel costs; and
- xxiv. Traffic citations, parking tickets, and other fines.

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

All claims for reimbursement of non-local travel expenses shall be submitted on the Travel Reimbursement Voucher ("TRV") and shall be itemized in accordance with these regulations. A sample TRV is attached at Appendix 3.

The TRV 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.

Cook County Travel and Business Expenses Policy and Procedures

The TRV shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense items, and all other items. With respect to travel to conferences, the conference program must be attached to the voucher.

The TRV shall be prepared and signed by the employee who has incurred the expenses.

The employee submitting the TRV is personally responsible for accuracy and propriety. Falsification of a TRV is considered a major cause infraction subject to disciplinary action up to and including discharge.

Any TRV that does not include a copy of the traveler's approved TRF shall not be processed for payment.

Employees shall be reimbursed for airline, hotel, and conference registrations costs after expense is incurred. Airline and conference costs are reimbursable prior to flying or attending the conference as long as the employee shows those costs were paid. Lodging costs will be reimbursed after payment by the employee is made to the hotel.

Employees shall be reimbursed for approved travel related expenses once the trip is complete and the voucher is submitted.

The County will reimburse employees for travel related costs incurred by the employee on their paycheck following the submittal and approval of the TRV.

Approval and Submission of Transportation Expense Vouchers

In order to be eligible for reimbursement, the employee must submit the TRV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The TRV shall then be reviewed and approved by the traveler's department head (or a designated representative), whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TRV, a department head (or a designated representative) and supervisors are certifying:

- v. Appropriateness of the expenditure and reasonableness of the amount;
- vi. Availability of funds;
- vii. Compliance with applicable reimbursement policies; and
- viii. Completeness and accuracy of documentation.

A department must submit the TRV to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the

Cook County Travel and Business Expenses Policy and Procedures

TRV shall be retained by the department.

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

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 1

Travel Expense Voucher

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 2

Travel Request Form

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 3

Travel Reimbursement Voucher

EXHIBIT 7

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 checked="" 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.: 2003-18500	Date: 9/11/2020
Total Bid or Proposal Amount: \$6,756,726.00	Contract Title: Electronic Time & Labor Management IVR System
Contractor: Workforce Software Holdings, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: XO Communications Services, LLC
Authorized Contact for Contractor: Deana Searight	Authorized Contact for Subcontractor/Supplier/ XO Communications Services, LLC Subconsultant:
Email Address (Contractor): dsearight@workforcesoftware.com	Email Address (Subcontractor): www.xo.com
Company Address (Contractor): 38705 Seven Mile Rd. Suite 300	Company Address (Subcontractor): 13865 Sunrise Valley Drive
City, State and Zip (Contractor): Livonia, MI 48152	City, State and Zip (Subcontractor): Herndon, VA 20171
Telephone and Fax (Contractor): 864-421-5507	Telephone and Fax (Subcontractor): 703-547-2000
Estimated Start and Completion Dates (Contractor): 1/7/2021-12/31/2025	Estimated Start and Completion Dates (Subcontractor): 3/31/2018

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>
IVR Services	\$123,000

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


Workforce Software Holdings, LLC

Contractor

Robert Feller

Name

CFO

DocuSigned by:

 D949ACD7DF6E4FA... Signature

Nov-02-2020

Date

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" 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.: 2003-18500	Date: 11/18/2020
Total Bid or Proposal Amount: \$6,756,726.00	Contract Title: Electronic Time & Labor Management IVR System
Contractor: Workforce Software Holdings, LLC	Subcontractor/Supplier/ Subconsultant to be Twilio Inc. added or substitute:
Authorized Contact for Contractor: Deana Searight	Authorized Contact for Subcontractor/Supplier/ Twilio Inc. Subconsultant:
Email Address (Contractor): dsearight@workforcesoftware.com	Email Address (Subcontractor):
Company Address 38705 Seven Mile Rd. Suite 300 (Contractor):	Company Address 375 Beale St (Subcontractor): #300
City, State and Zip (Contractor): Livonia, MI 48152	City, State and Zip (Subcontractor): San Francisco, CA 94105
Telephone and Fax (Contractor): 864-421-5507	Telephone and Fax (Subcontractor): 844-814-4627
Estimated Start and Completion Dates 1/7/2021-12/31/2025 (Contractor):	Estimated Start and Completion Dates NA (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Twilio Inc.	\$123,000

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

Workforce Software Holdings, LLC

Contractor

Robert Feller

Name

CFO

Ti DocuSigned by:

Robert Feller

Pr D949ACD7DF6E4FA... ature

CFO

Date

EXHIBIT 8

Cook County IT Special Conditions

Exhibit [8]
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

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

1.2. Intentionally Omitted

1.3. Intentionally Omitted

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

1.5. ***“Contractor Confidential Information”*** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation or as defined within the SaaS Agreement by and between the parties or Professional Services Agreement; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

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

1.7. ***“County Confidential Information”*** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

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

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

1.10. ***“Criminal Justice Information”*** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. ***“Data Protection Laws”*** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. ***“Data Breach”*** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential

Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. ***"Deliverable"*** has the same meaning as "Deliverable" as defined in the County's Professional Services Agreement.

1.14. Intentionally Omitted

1.15. ***"Intentionally Omitted"***

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

1.17. ***"Open Source Materials"*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.18. ***"Personally Identifiable Information"*** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. Intentionally Omitted

1.20. ***"Services"*** has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement.

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

2. SERVICES AND DELIVERABLES

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

2.2. Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date. For this section, "Assets" mean equipment, Software, Intellectual Property and other assets used in providing the Services and "Required Consent" means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services.

Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. Resources Necessary for Services. Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

3. LEGAL COMPLIANCE

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

3.2. Data Protection Laws. Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

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

3.4. Intentionally Omitted

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

3.6. Biometric Information. If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must, to the extent within its reasonable control, properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. Intentionally Omitted

4. WARRANTIES

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

4.2. Intentionally Omitted.

4.3. Open Source Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials

that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

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

4.5. Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge provided the Malware was not introduced by the County, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. Intentionally Omitted.

4.7. Data Security. Contractor represents and warrants that, to the extent within its reasonable control and not due to the acts or omissions of the County, (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement as provided in writing to Contractor and agreed upon by the parties, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. Intentionally Omitted

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

5.4. Intentionally Omitted

6. COUNTY DATA AND CONFIDENTIALITY

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County’s express written consent, no County Data, or any part thereof, may be disclosed,

assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

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

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must delete County Data from Contractor servers upon County request. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

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

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

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

7. DATA SECURITY AND PRIVACY

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

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

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

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

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

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

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

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable

Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

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

8.4. Costs. In the event of a Data Breach to the extent caused by an act or omission of Contractor, as part of such remediation, Contractor must pay all reasonable costs and expense of County's compliance with any of County's notification obligations as required by applicable law, as well as the cost of credit monitoring services for affected individuals as required by applicable law.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights as applicable to the types of services provided by the applicable Subcontractor.

10. EXIT ASSISTANCE

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

11. MISCELLANEOUS

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

Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

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

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

EXHIBIT 9

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Contract #2003-18500

Legislation Details (With Text)

File #: 20-4901 **Version:** 1 **Name:** Workforce Software LLC, Livonia, Michigan
Type: Contract (Technology) **Status:** Approved
File created: 10/21/2020 **In control:** Technology and Innovation Committee
On agenda: 11/19/2020 **Final action:** 12/17/2020
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Workforce Software LLC, Livonia, Michigan

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

Good(s) or Service(s): Cook County Time and Attendance software, maintenance, and support

Contract Value: \$6,756,726.00

Contract period: 12/31/2020 - 12/30/2025 with one (1) three-year renewal option and one (1) two-year renewal option

Potential Fiscal Year Budget Impact: (FY 2021 \$1,551,607.60) (FY 2022 \$1,301,279.60) (FY2023 \$1,301,279.60) (FY 2024 \$1,301,279.60) (FY 2025 \$1,301,279.60)

Accounts: 11000.1490.15050.540137

Contract Number(s): 2003-18500

Concurrence(s):
The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: The Bureau of Technology (BOT) is requesting authorization from the Board of Commissioners for the Chief Procurement Officer to enter into a sole source agreement with WorkForce Software, LLC (WFS). WFS has proprietary ownership of our current time and attendance software "Cook County Time" (CCT). CCT is used by all County employees to punch in/out, manage time-off requests, view benefit accruals, and many more essential processes required to deliver a timely and accurate payroll.

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

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
12/17/2020	1	Board of Commissioners	approve	Pass
12/16/2020	1	Technology and Innovation	recommend for approval	Pass

11/19/2020	1	Committee Board of Commissioners	refer	Pass
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PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

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

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Summary: The Bureau of Technology (BOT) is requesting authorization from the Board of Commissioners for the Chief Procurement Officer to enter into a sole source agreement with WorkForce Software, LLC (WFS). WFS has proprietary ownership of our current time and attendance software “Cook County Time” (CCT). CCT is used by all County employees to punch in/out, manage time-off requests, view benefit accruals, and many more essential processes required to deliver a timely and accurate payroll.

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

EXHIBIT 10

Economic Disclosure Statement and Execution Document Index

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States 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
Theodore Brunsvold	500 N. Dearborn Street #1030, Chicago, IL 60610
Sarah Sheehan	500 N. Dearborn Street #1030, Chicago, IL 60610

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

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

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

Yes: ☐ No: ☒

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

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

Yes: ☐ No: ☒

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

Name WorkForce Software, LLC

D/B/A: _____ FEIN # Only: 45-386-2733

Street Address: 38705 Seven Mile Rd. Suite 300

City: Livonia State: MI Zip Code: 48152

Phone No.: 734-542-4100 Fax Number: 734-542-0635 Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

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

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
WorkForce Software Holdings LLC	38705 Seven Mile Rd. Suite 300, Livonia MI 48152	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
Please see attached document			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert Feller

Chief Financial Officer

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

Title

10/28/2020

Date

734-742-2587 EXT 238

Phone Number

Signature

bfeller@workforcesoftware.com

E-mail address

Subscribed to and sworn before me
this 28th day of Oct, 2020

My commission expires:

JAYSHREE L. KOTHARI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 19, 2026
ACTING IN COUNTY OF Wayne


Notary Public Signature

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

Name Workforce Software Holdings LLC

D/B/A: _____ FEIN # Only: 81-2862308

Street Address: 38705 W Seven Mile Rd. Suite 300

City: Livonia State: MI Zip Code: 48152

Phone No.: 734-542-4100 Fax Number: 734-542-0635 Email: _____

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

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

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Limited Liability Company

Ownership Interest Declaration:

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

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

See attached

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

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

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

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

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

Corporate Officers, Members and Partners Information:

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

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

See attached

Declaration (check the applicable box):

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

Attachment to WorkForce Software Holdings LLC EDS Form Page 3

Entity	Address	Percentage Interest in Applicant/Holder
WFS Blocker 1, Inc.	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152	10.66%
WFS Blocker 2, Inc.	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152	8.69%
WFS Blocker 5, LLC	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152	6.34%
WFS Holdings, Inc.	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152	69.08%

Attached to EDS Form for WorkForce Software Holdings LLC Page 3 – Corporate Officers

Entity	Address
WFS Holdings, Inc	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152
WFS Blocker 1, Inc	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152
WFS Blocker 2, Inc	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152
WFS Blocker 3, Inc	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152
WFS Blocker 4, Inc	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152
WFS Blocker 5, LLC	38705 W. Seven Mile Rd. Suite 300 Livonia, MI 48152

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert Feller

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

Signature

bfeller@workforcesoftware.com

E-mail address

Subscribed to and sworn before me
this 4th day of NOV, 2020

X

Notary Public Signature

Chief Financial Officer

Title

Date

734-742-2587 EXT 238

Phone Number

My commission expires:

JAYSHREE L. KOTHARI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 19, 2026
ACTING IN COUNTY OF

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: WorkForce Software LLCAddress of Person Doing Business with the County: 38705 W Seven Mile Rd. Suite 300 Livonia, MI 48152Phone number of Person Doing Business with the County: 734-542-4100Email address of Person Doing Business with the County: dsearight@workforcesoftware.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:

Robert Feller, CFO, bfeller@workforcesoftware.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

#2003-18500

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 6,756,726

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: Deana Searight

Yaneth Lopez, Senior Contract Negotiator, 312-603-4476

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: Deana Searight

Derrick Thomas, Deputy Chief Information Officer, 312-603-3120

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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

- ☐ The Person Doing Business with the County is **an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

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

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

- ☐ The Person Doing Business with the County is **a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

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

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

N/A

CONTRACT #: 2003-18500

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

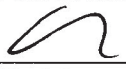
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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


Signature of Recipient

10/28/2020
Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2003-18500

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name) Workforce Software, LLC

Substantial Owner Complete Name: Workforce Software Holdings, LLC

FEIN# 45-386-2733

Date of Birth: _____ E-mail address: _____

Street Address: 38705 Seven Mile Road, Suite 300

City: Livonia State: MI Zip: 48152

Home Phone: () _____ - _____

III. Compliance with Wage Laws:

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

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

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

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 10/28/2020

Name of Person signing (Print): Robert Feller Title: Chief Financial Officer

Subscribed and sworn to before me this 28th day of October, 2020

Jayshree L. Kothari
 Notary Public Signature

Notary Seal

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

JAYSHREE L. KOTHARI
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Feb 19, 2026
 ACTING IN COUNTY OF Wayne

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 2003-18500
 County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Workforce Software Holdings, LLC
 Substantial Owner Complete Name: _____
 FEIN# 81-2862308
 Date of Birth: _____ E-mail address: _____
 Street Address: 38705 W Seven Mile Rd. Suite 300
 City: Livonia State: MI Zip: 48152
 Home Phone: () _____

III. Compliance with Wage Laws:

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

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., **YES or NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., **YES or NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., **YES or NO**

Employee Classification Act, 820 ILCS 185/1 et seq., **YES or NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., **YES or NO**

Any comparable state statute or regulation of any state, which governs the payment of wages **YES or NO**

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

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 11/04/2020

Name of Person signing (Print): Robert Feller

Title: Chief Financial Officer

Subscribed and sworn to before me this 4th day of November, 2020

X [Signature]
 Notary Public Signature

Notary Seal

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

JAYSHREE L. KOTHARI
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Feb 19, 2026
 ACTING IN COUNTY OF



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLCWorkForce Software LLC

LLC Name

ROBERT FELLER 

*Member/Manager Printed Name and Signature

10/28/2020

Date

734-542-4100 bfeller@workforcesoftware.com

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
28th day of Oct, 2020
Notary Public Signature

My commission expires:

JAYSHREE L. KOTHARI
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Feb 19, 2026
 ACTING IN COUNTY OF Wayne

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS
CONTRACT IS HEREBY EXECUTED BY:

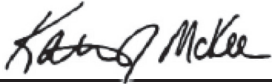
Raffi
Sarrafian

Digitally signed by Raffi
Sarrafian
Date: 2020.12.31
10:22:22 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

APPROVED AS TO FORM:



ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000)

CONTRACT TERM & AMOUNT

2003-18500

CONTRACT #

**December 31, 2020 through December 30, 2025, Two renewal options; One (1), 3-year renewal option and
One (1), 2-year renewal option.**

ORIGINAL CONTRACT TERM

RENEWAL OPTIONS (If Applicable)

\$6,756,726.00

CONTRACT AMOUNT

December 17, 2020

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

DEC 17 2020

COM _____