

# **SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES**

## **CASE MANAGEMENT SYSTEM SOLUTION**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY ADULT PROBATION, JUVENILE TEMPORARY DETENTION CENTER,  
& SOCIAL SERVICES

AND

CFIVE SOLUTIONS

CONTRACT NO. 2304-01100  
PURCHASE ORDER NO. 70000263950

**NON-FEDERALLY FUNDED CONTRACT**

# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Master Contract Agreement
Exhibit 3	Cook County Travel Policy
Exhibit 4	Minority and Women Owned Business Enterprise m
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Electronic Payables Program (“E-Payables”)
Exhibit 9	IT Special Conditions
Exhibit 10	Economic Disclosure Statement

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and cFive Solutions , doing business as a Corporation of the State of California hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 16, 2023, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

## **BACKGROUND**

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

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

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

## **TERMS AND CONDITIONS**

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

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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



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

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

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

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

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

**b) Interpretation**

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

**c) Incorporation of Exhibits**

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

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Master Contract Agreement
Exhibit 3	Cook County Travel Policy
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Electronic Payables Program (“E-Payables”)
Exhibit 9	IT Special Conditions
Exhibit 10	Economic Disclosure Statement

**d) Order of Precedence**

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Master Contract Agreement
Exhibit 3	Cook County Travel Policy
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Electronic Payables Program (“E-Payables”)
Exhibit 9	IT Special Conditions
Exhibit 10	Economic Disclosure Statement

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

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

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

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of

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

**d) Personnel**

**i) Adequate Staffing**

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

**ii) Key Personnel**

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

**iii) Salaries and Wages**

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

e) **Minority and 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**

The Consultant, at its cost, shall secure and always maintain, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

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

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

**Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO

Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$2,000,000 per accident.

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

**Additional requirements**

**(a) Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

**(b) Insurance Notices**

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

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

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



(c) **Waiver of Subrogation Endorsements**

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

g) **Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) **Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

This Agreement does not grant you any right to use the Software except as expressly set forth herein, nor does it grant you any ownership right, title or interest in or to the Software, nor in or to customizations to the Software made on your behalf by Consultant. Customizations



made for you are merged into our base code for general user distribution and ownership is retained by Consultant. All right, title and interest in and to the copyrights, trademarks, patents, trade secrets and other intellectual property rights in the Software are and shall remain with Consultant and/or Consultant's suppliers. The County agrees to reproduce the copyright and other notices relating to the rights of Consultant and its suppliers on every copy or partial copy of the Software you make. The County may not remove, obscure, or modify any such notices without Consultant's prior written consent.

**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment

under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

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

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

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

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

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, except the rights and obligations of either party may be assigned to another entity without consent in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. Such approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest

therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

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

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

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

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

#### **I) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

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

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

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 6, 2023 ("**Effective Date**") and continue until April 5, 2026 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

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

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

#### **ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, 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.

**e) Taxes**

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

**f) Price Reduction**

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

**g) Consultant Credits**

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



in the amounts it invoices the County.

## **ARTICLE 6) DISPUTES**

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

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

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

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

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

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

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

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

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

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.



- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

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

**d) Business Documents**

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

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, “**Consulting Parties**”), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant’s past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement

or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

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

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable

control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

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

**b) Remedies**

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

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

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

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

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

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

**f) Delays**

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

**g) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

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



iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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



**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

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

**k) Comparable Government Procurement**

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

**l) Force Majeure**

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

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

**1. Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

**2. False or Fraudulent Statements and Claims**

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

## 5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

#### 6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of



Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

#### 7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

#### 8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

#### 9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

#### 10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

#### 11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work



exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

## 12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

## 13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the

Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

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.

15. 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.

16. 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.

17. 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.

18. 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 \$150,000 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).

19. 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.

20. 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.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## ARTICLE 11) NOTICES

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

If to the County:      Adult Probation Department  
                                 69 West Washington Street, Suite 1940  
                                 Chicago, Illinois 60602  
                                 Attention: Department Director

Juvenile Probation Department  
2245 W. Ogden Avenue, 8<sup>th</sup> Floor  
Chicago, IL 60612

Social Services Department  
2650 S. California, Suite 901  
Chicago, IL 60608

and

Cook County Chief Procurement Officer  
69 West Washington Street, Suite 3000  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant: cFive Solutions, Inc.  
155 N. Riverview Drive  
Anaheim Hills, CA 92808  
Attention: James Newman and Contracts Administrator

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**  
**Statement of Work and Schedule of Compensation**



EXHIBIT 1  
**Scope of Services and Schedule of Compensation  
Juvenile Probation Case Management System & Specialty Courts**

**Software License**

In consideration of your license payments under Adult Probation Case Management System Solution Contract 1318-13264, cFive grants you a perpetual, nonexclusive, nontransferable site license to use the Software listed below on the terms and conditions set forth in the cFive License Agreement. You may use the Software only for the internal benefit of your Adult Probation Division, Social Services Division, and the Juvenile Probation Division

**Products**

1. cFive Supervisor plus following modules
  - Client Information
  - Case
  - Assignment & Transfer
  - Assessments & Cas Plan
  - Supervision
  - Programs, Services and Vendor Portal
  - Finance
  - Administration
  - Common
  - Work Product
2. cFive Reporting
3. All Enhancements and interfaces employed by cFive pursuant to this Agreement, whether currently in production or subsequently developed, that are dependent upon cFive Software and/or cFive configuration.
4. All travel shall be in accordance with the Cook County Travel Policy.

Cook County Adult Probation Department  
Sole source

**Silver Annual Maintenance**

		Notes
Dates	Maintenance	
4/1/23 -3/31/24	\$ 357,280.00	Paid on 12/8/2022
4/1/24 -3/31/25	\$ 384,435.00	

4/1/25 -3/31/26	\$ 411,345.00	
Option Year 1 - 4/1/26 -3/31/27	\$ 440,140.00	
Option Year 2 - 4/1/27 -3/31/28	\$ 470,950.00	
Maintenance Total	\$ 795,780.00	

#### Quarterly On-Site Reviews

Dates	Cost Includes Travel	Notes
4/1/23 -3/31/24	\$ 52,800.00	Paid on 12/8/2022
4/1/24 -3/31/25	\$ 55,400.00	
4/1/25 -3/31/26	\$ 58,212.00	
Option Year 1 - 4/1/26 -3/31/27	\$ 61,123.00	
Option Year 2 - 4/1/27 -3/31/28	\$ 64,179.00	
Onsite Visit Total	\$ 113,612.00	

*\*Includes 3 days on site for 2 cFive Consultants plus travel cost, 4 times a year*

#### Annual T&M Hours

Dates	Annual Cost
4/1/23 -3/31/24	\$ 50,000.00
4/1/24 -3/31/25	\$ 53,800.00
4/1/25 -3/31/26	\$ 57,566.00
Option Year 1 - 4/1/26 -3/31/27	\$ 61,595.00
Option Year 2 - 4/1/27 -3/31/28	\$ 65,907.00
Time and Material Allocation	\$161,366.00

Includes 260 Hours Annually

#### Work in Process Budget \$84,000

#20061 Design and Create Specification - GIS Interface -	\$14,000.00
#20062 Design and Create Specification - Sheriff Interface	\$14,000.00
#20063 Design and Create Specification - LexisNexis/Accurint Interface	\$14,000.00

#20064 Design and Create Specification - Drug Drop Interface	\$14,000.00
#20066 Design and Create Specification - EM/GPS Interface	\$14,000.00
#20067 Design and Create Specification - IVR Interface	\$14,000.00
Work in Process Total	\$84,000.00

2023 Enhancement Budget    \$372,800

AOIC integration of probation data -	\$60,000
Positive Pay Validation -	\$18,500
Credit Card Acceptance Interface -	\$20,000
Operational Reports and dashboard Development -	\$60,000
Finance - Receipt Number -	\$12,480
Changes to Charge Registry -	<b>\$17,160</b>
Enhancement to Vendor Portal -	\$32,600
Case Enhancements -	\$ 42,160
Finance Enhancements -	\$47,500
Tyler Integration -	\$62,400

2024 Enhancement Budget    \$516,940

AOIC probation data Enhancements	\$260,000
Workflow deployment and development	\$68,500
Finance - Enhancements	\$40,480
Supervision Enhancements -	<b>\$50,160</b>
Develop - GIS Interface -	\$32,600
Develop - Sheriff Interface	\$32,600
Develop - LexisNexis/Accurint Interface	\$32,600

2024 Enhancement Budget \$130,460

Finance - Enhancements	\$40,480
Supervision Enhancements	\$90,160
-	

Maintenance	\$ 795,780.00
Quarterly Visit	\$ 113,612.00
Time and Material	\$ 161,366.00
Work in Process	\$ 84,000.00
2023 Enhancements	\$ 372,800.00
2024 Enhancements	\$ 516,940.00
2025 Enhancements	\$ 130,460.00
Grand Total	\$ 2,174,958.00

**Cook County Juvenile Probation Department**  
**Sole source**

**Silver Annual Maintenance**

<b>Dates</b>	<b>Maintenance</b>
7/1/23 – 6/30/24	\$ 231,705.00
7/1/24 – 6/30/25	\$ 243,290.00
7/1/25 – 6/30/26	\$ 255,455.00
Option Year 1 - 7/1/26 - 6/30/27	\$ 273,340.00
Option Year 2 - 7/1/27 - 6/30/28	\$292,470.00
<b>Maintenance Total</b>	<b>\$730,450.00</b>

**Quarterly On-Site Reviews**

<b>Dates</b>	<b>Cost Includes Travel*</b>
4/1/23 -3/31/24	\$ 35,200.00
4/1/24 -3/31/25	\$ 36,934.00
4/1/25 -3/31/26	\$ 38,808.00
Option Year 1 - 4/1/26 - 3/31/27	\$ 40,749.00
Option Year 2 - 4/1/27 -	\$ 42,786.00

3/31/28	
<b>Quarterly Onsite Total</b>	<b>\$ 110,942.00</b>

**\*Includes 2 days on site for 2 cFive Consultants plus travel cost, 4 times a year**

**Annual T&M Hours**

<b>Dates</b>	<b>Annual Cost (Includes 260 Hours Annually)</b>
4/1/23 -3/31/24	\$ 50,000.00
4/1/24 -3/31/25	\$ 53,800.00
4/1/25 -3/31/26	\$ 57,566.00
Option Year 1 - 4/1/26 - 3/31/27	\$ 61,595.00
Option Year 2 - 4/1/27 - 3/31/28	\$ 65,907.00
<b>Time and Material Allocation</b>	<b>\$ 161,366.00</b>

**Work in Process Budget \$779,141.00**

modify screen labels	\$ 3,150.00
link CS conditions screen to CS case info	\$ 5,250.00
field routing enhancement	\$ 21,500.00
Health Tab- Need past medical history to display without editing the last entry	\$ 1,500.00
Alerts-On SAO Decision to file, Risk Level Change, Condition of Assignment to Secondary Supervisor and PO, SAO when 21 day decision needed	\$ 8,000.00
Assignment-Show who assigned a case, capture comments as auto notes as assignment note, Transfer tab to include Secondary Officers	\$ 5,000.00
Finance-Populate restitution amount and victim details, Conditions create obligations	\$ 10,000.00
ASA Interface-Populate Charges, counts, and amended petitions, capture Habitual and Violent Offender (Flag), victim info comes over in interface	\$ 11,000.00
Messages- Add Reply feature	\$ 1,500.00
Case notes and contacts- Lock notes after 5 days (only SA can change after 5 days)	\$ 1,000.00

Required fields-Make Booking # a required field	\$ 500.00
Custody- System indicate when all petitions for a client have had the custody updated	\$ 6,000.00
Interface-Qualtrix/Tyler (AOIC Stats	\$ 20,000.00
Electronic Monitoring Case Assignments-Streamline the assignment of cases and keeping the concept of shared access to cases.	\$ 10,000.00
Case Summary-Show the outcome of cases, instead of active and closed, show Nolle, FTS, Probation, etc.	\$ 15,000.00
interface with ASA	\$ 10,000.00
interface with Clerk	\$ 10,000.00
interphase with DJJ	\$ 10,000.00
interface with TEVS total \$35,000 this is split 2 categories	\$ 17,500.00
expand interface with UC to allow transfer of JRA	\$ 15,600.00
messaging enhancements	\$ 25,225.00
catalyst 1 ability to share docs with client	\$ 28,031.00
improve options on administrative screen	\$ 30,116.00
modify supervisor to default answers for JRA	\$ 37,871.00
modify Supervisor to assist with JRA	\$ 45,271.00
ability to save finished forms	\$ 49,750.00
dual factor authentication	\$ 54,837.00
catalyst 2 update to support parent portal	\$ 68,265.00
redesign contacts to create case plan	\$ 78,225.00
ability to provide user info as need & process for collections	\$ 136,600.00
interface with TEVS total \$35,000 this is split 2 categories	\$ 17,500.00
Parties & Entity-Improve how parents are captured with siblings, change how entity is updated (maybe by permissions)	\$ 3,000.00

Forms-mark word forms able to populate/be saved back into cFive	\$ 4,000.00
At A Glance- Add Parent or Guardian to this screen	\$ 900.00
Violations-Add the finding of each count to the summary screen	\$ 4,000.00
Registration Summary-Move first registration field to the top of the page, change End Date to 10 Year Registration and Lifetime Registration boxes to check off	\$ 5,000.00
Sealed cases-Match Expunged cases	\$ 8,000.00

**2023 Enhancement Budget     \$300,100**

Modify workflow to decrease the time it takes in entering contact notes and court information	\$6,000.00
Modify workflow to improve how parents are associated to siblings, to reduce the possibility of duplicating them when they already exist.	\$28,000.00
Enhance Services Tab by adding fields for number of slots available and service area zip codes	\$10,000.00
Enhance Conditions to allow for separate Conditions by Supervision Type, i.e. Pretrial has a different list of conditions than Probation	\$38,000.00
Enhance alerts, so Managers receive alerts for death of youth, media case, youth turns 21. Additionally, Alerts are needed for service referral, accepted, or rejected. Set up alert off of printing a form and for cases left in client assignment for more than 24 hours	\$16,000.00
Enhance Consolidation, to allow for moving data from one petition to the new petition and delete duplicate petition	\$30,000.00
Enhance Hearing Management Screen, so you can select a client and have a calendar listing for each petition grouped together	\$15,000.00
Enhance case plan screen to expand capabilities of existing case plan, targeting goals and objectives, and pulling data points from the JRA assessment	\$58,225.00
Enhance Gang tab to allow more than one entry per social media account and add a 5-year notification	\$3,000.00
Add permission to Advance Search Screen	\$1,000.00
Add race and gender to At a Glance Screen	\$1,225.00
Enhance Client Assignment and Transfer Tab, add	\$15,000.00



Specialized assignments to officer assignment list	
Modify SPO Dashboard so that Clients that have no officer assigned will appear in a different color	\$1,000.00
Modify JTDC interface - New fields to expose for RMIS	\$22,000.00
Modify Violation Screen, remove Client or Case field, We only use "Case"	\$2,150.00
Enhance Court Hearing Search, add sort feature to Client Number, Name, Event Type, PO Active, Custodial Status, etc.	\$5,000 .00
Form Document - Add New Button to appear after all fields are entered to upload document.	\$4,500.00
Enhance Division Management, move entire units from one division to another, taking cases with officer assignments	\$44,000.00

**2024 Enhancement Budget    \$136,520**

Enhance violation screen	\$ 22,000.00
Enhance Case Screen	\$ 10,000.00
Enhance Hearing and Hearing Management Screen	\$ 23,400.00
Enhance Case Note Summary Screen	
Enhance the Client Assignment screen to include date the supervision was ordered to determine how long it has been in the que	\$ 3,120.00
Enhance services and service management screen	\$ 23,400.00
Create an icon to indicate a sibling exists in the system and auto populate the sibling name into a field	\$ 15,600.00
Create a funding request screen to capture funds used to aid family	\$ 15,600.00
Modify the Conferences screen to incorporate some elements of a case plan	\$ 23,400.00

**2025 Enhancement Budget    \$226,200**

Enhance SAO interface	\$ 23,400.00
Comments field in every tab auto-generates into a case note	\$ 46,800.00
When parent or any party phone number is entered on the phone/address screen (for example: mother's cell) the name of the parent or party should be auto populated to the phone/address screen	\$ 7,800.00
If a condition is entered and a form is created for that condition, the form can auto open after the condition is checked	\$ 7,800.00

With a manager's permission the Case Summary screen can filter and open all searchable notes eliminating the need to open each note	\$ 46,800.00
Enhance Finance Module	\$ 23,400.00
Build new module to move high profile and secure cases	\$ 46,800.00
Enhance the search screen to reduce duplicate clients from being created, buy adding more prompts for verification	\$ 23,400.00

**Grand Total**

<b>Maintenance</b>	<b>\$ 730,450.00</b>
<b>Quarterly Visit</b>	<b>\$ 110,942.00</b>
<b>Time and Material</b>	<b>\$ 161,366.00</b>
<b>Work in Process</b>	<b>\$ 779,141.00</b>
<b>2023 Enhancements</b>	<b>\$ 300,100.00</b>
<b>2024 Enhancements</b>	<b>\$ 136,520.00</b>
<b>2025 Enhancements</b>	<b>\$ 226,200.00</b>
<b>Grand Total</b>	<b>\$ 2,444,719.00</b>

**Exhibit 2**  
**Master Contract Agreement**

## Exhibit 2

### cFive Master Contract

## MASTER AGREEMENT

### PREAMBLE

This master agreement (as amended, this “Agreement”) is made between cFive Solutions, Inc. (“cFive”) and COOK COUNTY GOVERNMENT

COOK COUNTY ADULT PROBATION, JUVENILE TEMPORARY DETENTION CENTER, & SOCIAL SERVICES (“Customer”) as of the Effective Date. All capitalized terms used but not defined herein shall have their respective meanings as set forth in this Agreement, the exhibits, and the schedules hereto.

WHEREAS, Customer has selected cFive to license the cFive Software, And perform certain cFive Professional Services for Customer as specified in the SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES CASE MANAGEMENT SYSTEM CONTRACT NO. 2304-01100 Scope of Services and Schedule of Compensation and on the additional terms set forth in this Agreement, the exhibits and schedules hereto; and

WHEREAS, cFive desires to perform such aforementioned actions under the terms of this Agreement and the SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES CASE MANAGEMENT SYSTEM CONTRACT NO. 2304-01100, the exhibits and schedules hereto; NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, cFive and Customer agree as follows:

### SECTION A – DEFINITIONS

**“After Hours Support”** means maintenance or support requested by Customer to be performed by cFive during times that are not Business Hours.

**“Agreement”** has the meaning set forth in the Preamble above.

**“Applicable cFive Deliverable”** means cFive’s provision to Customer of cFive Software, cFive Subscription and/or cFive Professional Services as specified in an Order Form, the Statement of Work and/or Investment Summary, or otherwise in the exhibits and schedules hereto.

**“Applicable cFive Delivery Method”** means cFive’s delivery method for cFive Software, cFive Subscription and/or cFive Professional Services to Customer as specified in an Order Form, the Statement of Work and/or Investment Summary, or otherwise in the exhibits and schedules hereto.

**“Business Day”** means Monday through Friday excluding United States federal holidays.

**“Business Hours”** means 8:00 AM Pacific to 5:00 PM Pacific on Business Days.

**“cFive”** has the meaning set forth in the Preamble above.

**“cFive Connect”** means the issue tracking tool available online to Designated Staff for the purpose of reporting and tracking issues in Supported cFive Software.

**“cFive Deliverable”** means a deliverable from cFive to Customer resulting from cFive Professional Services, as specified in an Order Form. cFive Deliverables may include, without limitation, a specific work product (e.g., an Enhancement; an interface; a code modification; a report; etc.) or performance of services as specified in an Order Form that may not have an associated specific work product (e.g., business analysis; configuration; consulting; data cleanup or migration; project management; training; for Supported cFive Software, provision of any maintenance or support services that are listed as exclusions in the separate Maintenance Agreement or Support Agreement; provision of maintenance or support to cFive Software that is not Supported cFive Software; etc.).

**“cFive Professional Services”** means cFive’s professional services identified in an Order Form provided to Customer, with such professional services to be provided by cFive pursuant to the Professional Services Agreement, attached to this Agreement as Exhibit C. Unless otherwise stated explicitly in the Order Form, all cFive Professional Services will be provided on a time and materials basis and billed by cFive to Customer in accordance with cFive’s rates specified on the Order Form.

**“cFive Software”** means cFive’s proprietary software licensed by Customer, excluding all Enhancements, modifications, and interfaces.

**“cFive Software Deliverable”** means a cFive Deliverable that is software, which may include, without limitation, an Enhancement or an interface.

**“cFive Software Update”** means a major or minor version release of cFive Software, with such version releases to be scheduled periodically by cFive.

**“Confidential Information”** means any confidential or proprietary information, data, know-how, trade secrets, or materials in which (a) either party has rights or duties to protect from disclosure, (b) is designated as “confidential” or (c) either party would reasonably expect or consider to be confidential or proprietary information, including but not limited to any Personally Identifiable Data, applications, software or software development, services, finances, customers and potential customers, customer lists, suppliers, pricing and rates, costs, marketing, technologies, specifications, or personnel. “Personally Identifiable Data” means information reasonably identifiable in respect of either party’s clients, customers or employees and includes, without limitation, names, addresses, telephone numbers, social security numbers, birthdays, and their legal, medical, and financial information.

**“Confirmed Defect”** means a Defect that Customer has reproduced more than once, Designated Staff has reported to cFive in accordance with the Maintenance and Support Process, and cFive and Customer have both successfully reproduced and validated.

**“Customer”** has the meaning set forth in the Preamble above.

**“Customer Executive”** means the one person assigned by Customer as Customer senior executive ultimately responsible for Customer’s relationship with cFive.

**“Defect”** means a failure of cFive Software to conform materially to the functional descriptions set forth in cFive’s then-current Documentation. Functionality may be updated, modified

(including, without limitation, through periodic Web posting), or otherwise changed, and the governing functional descriptions for materially changed future functionality will be set forth in cFive's then-current Documentation. Failure of cFive Software to function due to problems with Customer's data or configuration of the software, including permissions settings, is not a Defect, and failure of cFive Software to function due to problems with or changes in and updates to Third-Party Products is not a Defect. Additionally, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of cFive Software, or Customer's combining, using, or merging cFive Software with any Third-Party Products not identified as compatible by cFive, is not a Defect.

**"Defect Documentation"** means documentation provided by Customer related to a particular Defect. Such documentation includes sufficient information for cFive to confirm and/or recreate the Defect, and such documentation includes, without limitation, a detailed description of the Defect, the specific steps required for cFive to reproduce the defect, the operating environment, the data set (for example, client number), and the user experiencing the Defect.

**"Designated Staff"** means the two Customer representatives authorized to interface with cFive maintenance and support for matters related to the Maintenance Agreement and Support Agreement.

**"Documentation"** means any standard online or written documentation related to the use or functionality of cFive Software that cFive provides or otherwise makes available to Customer (including, without limitation, through periodic Web posting), including instructions, user guides, manuals and other training or self-help documentation. cFive may release documentation related to the use or functionality of cFive Software subsequent to releasing cFive Software or cFive Software Updates.

**"Effective Date"** means the effective date of SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES CASE MANAGEMENT SYSTEM CONTRACT NO. 2304-01100.

**"Enhancement"** means any change or addition to cFive Software that improves its function (other than resolution of a Confirmed Defect), adds a new function, or enhances its performance.

**"Escrow Agreement"** means the escrow agreement in substantially the form attached as Exhibit G or otherwise provided by cFive as required by this Agreement.

**"Force Majeure"** means, for any party, an event beyond the reasonable control of such party, including, without limitation, war, riot or civil commotion, strikes, embargoes, acts of nature, fire, natural disasters, quarantine and/or other causes.

**"Investment Summary"** means a document that itemizes the agreed upon price for the software, products, and services to be used to complete the Project, which may include Third-Party Software and/or Third-Party Products. The Investment Summary is attached to SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES CASE MANAGEMENT SYSTEM CONTRACT NO. 2304-01100 Scope of Services and Schedule of Compensation.

**"Maintenance Agreement"** means the cFive Maintenance Agreement and associated schedule, attached to this Agreement as Exhibit C.

**"Maintenance and Support Process"** means the maintenance and support process described in the cFive Maintenance and Support Process and associated schedule, attached to this Agreement

as Exhibit E.

**“Monthly Support Hours Allotment”** means the maximum number of hours cFive staff will expend in any given calendar month providing support pursuant to the Support Agreement.

**“Order Form”** means the written order form delivered from cFive to Customer specifying the applicable work categories and associated hourly rates, scope, and estimated price of cFive Professional Services, inclusive of any statements or work, acceptance criteria (if applicable), exhibits, schedules, attachments, addenda, or amendments thereto.

**“Professional Services Agreement”** means the cFive Professional Services Agreement, attached to this Agreement as Exhibit B.

**“Project”** means cFive’s provision of the cFive Software, cFive Subscription, cFive Professional Services and/or the Third-Party Products to the Customer as described in this Agreement, the Investment Summary, the Order Form and/or the Statement of Work.

**“State”** means the State of Illinois.

**“Support Agreement”** means the cFive Support Agreement and associated schedule, attached to this Agreement as Exhibit D.

**“Supported cFive Software”** means (i) the current and immediately preceding version of cFive Software, where each major or minor release of cFive Software is a version, and (ii) other cFive Software Deliverables that are explicitly listed in Schedule 1 of the Maintenance Agreement.

**“System Administrator”** means the one Designated Staff assigned by Customer as the system administrator who will be chiefly responsible for Customer’s administration and configuration of cFive Software.

**“Third-Party Products”** means any hardware (including, without limitation, third-party and/or Customer’s local area networks and related infrastructure) and all Third-Party Software.

**“Third-Party Software”** means any Customer-developed software or any third-party software not embedded by cFive in cFive Software, including, without limitation, operating systems and database management software.

**“Third-Party Terms”** means end user license agreement(s) or similar terms for any Third-Party Products that are itemized in the Investment Summary, which end user license agreement or similar terms are attached to this Agreement as Exhibit G.

**“Workaround”** means a measure designed to minimize the impact of a Confirmed Defect on Customer by enabling Customer to continue using cFive Software with reasonable effort.

## SECTION B – GENERAL MASTER TERMS

1. **Applicable cFive Deliverables; Scope; Scheduling; Etc.** cFive shall provide the Applicable cFive Deliverables in accordance with the terms of the exhibits and schedules hereto and all of such terms are incorporated herein as though set forth herein and are binding upon, and enforceable against, the respective parties hereto. Any work requests by Customer outside of the scope of the Project contained in the initial Order Form, Investment Summary or Statement of Work shall be billed on a time and materials basis or milestone basis as set forth in a subsequent Order Form or addendum signed by Customer and cFive and paid by Customer pursuant to the Invoicing and Payment Policy. Project scope changes must be



approved in an Order Form or other addendum signed by Customer and cFive. cFive and Customer, acting through their respective project managers, will agree on a schedule for all Applicable cFive Deliverables to be documented in the Statement of Work or Order Form. In consideration for the commitment by cFive to assign staff to Customer's project in accordance with the agreed Project plan and schedule, Customer agrees to conform to all Project scheduling once confirmed by both parties' project managers and to diligently and timely review all materials provided by cFive (including, without limitation, all Applicable cFive Deliverables). Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by cFive regarding future functionality or features of any Applicable cFive Deliverables.

2. **Escrow.** cFive will maintain the Escrow Agreement with a reputable escrow agent pursuant to which cFive has deposited the cFive Software and Documentation, including the source code for each major release and quarterly of the cFive Software. The Customer agrees to complete a standard beneficiary enrollment form required to be a beneficiary of the Escrow Agreement. cFive will use commercially reasonable efforts to assist the Customer in becoming a beneficiary under the Escrow Agreement. Release of source code for the cFive Software is strictly governed by the terms of the Escrow Agreement. cFive will supply the customer a copy of the beneficiary form showing that Customer is in fact a beneficiary.
3. **Invoicing and Payment.** cFive will invoice the Customer for all fees set forth in the Investment Summary and/or any Order Form.
4. **General Indemnification.** [Intentionally deleted]
5. **DISCLAIMER; LIMITATION OF LIABILITY; EXCLUSION OF CERTAIN DAMAGES.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CFIVE HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CFIVE'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO DIRECT DAMAGES IN THE AMOUNT OF \$2,600,000.00 (TWO MILLION SIX HUNDRED THOUSAND) OR THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFIVE OR ITS EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES OR SHAREHOLDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THIRD PARTY CLAIMS.
6. **Additional Products and Services.** The Customer may purchase additional cFive products and services at the prices and/or rates set forth in the Investment Summary for the first 12 months from the Effective Date. If no rate is provided in the Investment Summary, the

Customer may purchase additional cFive products and services at cFive's then current rates and prices. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided for in the Order Form.

7. **Change Orders.** If the parties want to make any changes to the scope of Applicable cFive Deliverables set forth in any Statement of Work or Order Form, they must do so in a writing signed by both parties.
8. **Ownership Rights; Work Product Use.** The Customer acknowledges that cFive or its third-party suppliers own all right, title and interest in the Applicable cFive Deliverables and other intellectual property developed in connection therewith, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein and Customer shall have no claim thereon. Notwithstanding any provisions of this Agreement or any document executed in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of Applicable cFive Deliverables. The Customer further agrees that it shall not (a) represent that it has ownership of any cFive trademarks; (b) at any time do, or cause to be done, any act or thing contesting, or in any way impairing cFive's right, title and interest in such trademarks; (c) remove from any Applicable cFive Deliverable any of such trademarks, copyright notices or other product identification; (d) affix to from any Applicable cFive Deliverable any other trade name or trademarks; or (e) use any of such trademarks on any advertisement, business card, sales brochure or other document available to the public without the prior written approval from a duly authorized representative of cFive.
9. **Contract Documents.** This Agreement includes the following exhibits and schedules, which are incorporated into this Agreement by this reference:
  - Exhibit A     cFive Software License Agreement
  - Exhibit B     cFive Professional Services Agreement
  - Exhibit C     cFive Maintenance Agreement
    - Schedule 1: cFive Software Covered By and Subject To Maintenance Agreement
  - Exhibit D     cFive Support Agreement
    - Schedule 1: Monthly Support Hours Allotment
  - Exhibit E     Maintenance and Support Process
    - Schedule 1: Designated Staff
  - Exhibit F     Third-Party Terms
  - Exhibit G     Escrow Agreement

## **Exhibit A**

### **cFive Software License Agreement**

The cFive Software is licensed to the Customer subject to the following additional terms and conditions. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

**1. Perpetual License Grant and Specific Restrictions.**

- a. Solely to the extent expressly identified and set forth in the Order Form, Statement of Work and/or Investment Summary, cFive grants to the Customer a perpetual, non-exclusive, nontransferable, non-assignable and limited license to use the cFive Software for internal business purposes only. The Customer may make copies of the cFive Software for backup, testing purposes, and load balancing, so long as the testing is for internal use only, and so long as cFive's copyright and other proprietary legends are reproduced on each copy. The Customer's rights to use the cFive Software as licensed in this Section will become irrevocable upon payment in full of the cFive Software license fee(s) set forth in the Order Form, Statement of Work and/or Investment Summary, but cFive may suspend those rights (or take such further action as permitted by the Agreement) if the Customer is in material noncompliance with the terms of the Agreement, the exhibits and schedules thereto and/or the Documentation and the Customer does not correct that non-compliance within fifteen days of cFive's notice of that non-compliance.
- b. Solely to the extent expressly identified and set forth in the Order Form, Statement of Work and/or Investment Summary, cFive grants to the Customer a perpetual, non-exclusive, nontransferable, non-assignable and limited license to use and copy the Documentation for internal, non-commercial reference purposes only on the same basis as set forth for the cFive Software as in Section 1(a).

**2. General Terms For All cFive Software Licenses.**

- a. In no event shall cFive be responsible for the supply, installation or proper functioning of Third-Party Products (including, but not limited to, hardware, network, or other software or products) not supplied by cFive.
- b. The license terms herein or in the Agreement apply to updates and Enhancements cFive provides or makes available to the Customer through the Maintenance Agreement or other agreements between the parties.
- c. This license permits the Customer to transfer the cFive Software to a replacement hardware system if Customer is hosting the cFive Software. The Customer will give cFive thirty days advance written notice of any such transfer and will pay cFive for any required or requested technical assistance that cFive provides to complete the transfer, on terms mutually agreed upon by the parties.
- d. The Customer may not: (a) transfer or assign the cFive Software to a third party; (b) reverse engineer, decompile, or disassemble the cFive Software; (c) rent, lease, lend, or provide commercial hosting services with the cFive Software; or (d) publish or otherwise disclose the cFive Software or Documentation to third parties. cFive reserves all rights to the cFive Software and Documentation not expressly granted to the Customer in the Agreement or this exhibit. The cFive Software and Documentation are protected by copyright and other intellectual property laws and treaties. cFive owns the title, copyright, and other intellectual property rights in the cFive Software and the Documentation. The cFive Software is licensed and not sold.
- e. Use of Data. cFive will retain rights to use Customer data entered in the cFive Software without personal identifiable information for their generic analysis and re-marketing

purposes.

- f. The Customer agrees to pay to cFive the license and other fees itemized in the Order Form, Statement of Work and/or Investment Summary in accordance with such forms, the Invoicing and Payment Policy, and other terms of the Agreement.
- g. The Customer may not copy, modify, adapt, or create derivative works of the cFive Software or incorporate the cFive Software in computer programs not provided by cFive. In the event of any unauthorized modification, adaptation or creation of a derivative work of the cFive Software, cFive reserves the right to terminate this Agreement or discontinue any warranty or support service in relation to such adapted or modified cFive Software or derivative work thereof. All cFive warranties are voided to the extent a Customer modification adversely impacts the cFive Software.
- h. The Customer acknowledges that cFive owns all rights, title and interest in the cFive Software, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. Customer also acknowledges that the cFive Software contains proprietary information belonging to cFive, and that nothing herein gives Customer any right, title or interest in the cFive Software except for Customer's limited express rights pursuant to Section 1 of this exhibit.
- i. The license of the cFive Software is subject to the terms of the Documentation as the same may be modified from time to time via email notice to Customer or by Web posting on [support.cfive.com/support/login](http://support.cfive.com/support/login).
- j. The cFive Software shall be considered accepted for all purposes upon the earlier of: (a) notification by Customer to cFive that the cFive Software is in compliance with the Documentation, by delivering a notice to cFive confirming such acceptance; or (b) completion of user training by cFive. If the cFive Software has the above-noted material non-conformity, Customer shall promptly notify cFive in writing and cFive shall attempt to correct such nonconformity. If after a reasonable period of time cFive is unable to correct such nonconformity in the cFive Software, Customer may, as its sole and exclusive remedy, invoke the termination provisions of Article 9, Events of Default, Remedies, Termination, Suspension of the Agreement.
- k. cFive warrants that the cFive Software will be without Confirmed Defect(s) and free from viruses (e.g., worms, Trojan horses and similar issues) from the date the cFive Software is delivered by cFive to Customer for the 30-day period after such date as long as the Customer has a Maintenance Agreement in effect and so long as Customer is not in material noncompliance with the terms of the Agreement. If the cFive Software does not perform as warranted above, cFive will use commercially reasonable efforts, consistent with industry standards, to cure the Confirmed Defect as set forth in the Maintenance Agreement or otherwise provide the Customer with a functional equivalent so long as the Customer is providing to cFive necessary access, information, testing time, and support including remote access. Notwithstanding anything herein to the contrary, cFive does not warrant that the cFive Software shall be free from interruption, minor defects or errors that do not materially affect performance (which minor defects or errors may not be corrected by cFive) or that the cFive Software is designed to meet all of the Customer's business needs.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CFIVE MAKES NO WARRANTY WITH RESPECT TO COMPUTER SYSTEMS OR THIRD-PARTY SOFTWARE, THIRD-PARTY PRODUCTS OR ANY DATA. CFIVE EXPRESSLY DISCLAIMS ALL WARRANTIES FOR COMPUTER SYSTEMS, DATA, THIRD-PARTY PRODUCTS AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

For the avoidance of doubt, to the extent any Third-Party Software is embedded in the cFive Software, the Customer's warranty rights are limited to cFive's defect resolution obligations set forth in the Agreement; the Customer does not have separate rights against any developer or owner of Third-Party Products in connection with the Agreement. The warranty disclaimer above is inapplicable to Third Party Products that are approved in the Documentation or otherwise in writing by cFive.

## **Exhibit B**

### **cFive Professional Services Agreement**

cFive will provide Customer with professional services pursuant to the terms of this Professional Services Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **cFive Deliverables; Scope; Scheduling.** cFive will provide Customer the cFive Deliverables in accordance with this Professional Services Agreement and an associated Order Form, pursuant to the rates specified on such Order Form. cFive and Customer, acting through their respective project managers, will agree on a project plan and schedule for all cFive Deliverables, with such schedule to be documented as part of the Order Form. In consideration for the commitment by cFive to assign staff to Customer's project in accordance with the agreed project plan and schedule, Customer agrees to conform to all project scheduling, to meet Customer responsibilities on time once a schedule is confirmed by both parties' project managers, and to promptly and diligently review all cFive Deliverables and other materials provided by cFive. Customer's purchases of cFive Professional Services are not contingent on the delivery of any future functionality or features of any cFive Software, or dependent on any oral or written public comments made by cFive regarding future functionality or features of any cFive Software. cFive does not provide maintenance or support of cFive Software Deliverable unless cFive and Customer enter into a separately scoped and priced maintenance or support agreement related to such cFive Software Deliverables.
2. **Change Orders and Additional Services.** Any change(s) to the scope of cFive Professional Services as specified in an Order Form, even if such change(s) have no impact on the estimated price, must be approved in an addendum or amendment to the original Order Form, specifying the revised scope and revised estimated price if applicable, and signed by Customer and cFive. Any requests by Customer for additional cFive Professional Services outside of the scope specified in an Order Form must be either (i) set forth in an addendum or amendment to an existing Order Form, specifying the additional scope and estimated price, and signed by Customer and cFive, or (ii) set forth in a new Order Form, specifying the



additional scope and estimated price, signed by Customer and cFive. A change order or request for additional services may require the development of specific requirements to provide a response to Customer in connection with the change order or request for additional services. Customer understands and agrees that Customer will be charged for the development of requirements by cFive if, following notice to Customer, Customer instructs cFive to proceed with requirements gathering and definition, whether or not Customer ultimately requests cFive to perform all or a part of such work, provided, however, that cFive first presents Customer with a written estimate of such charges for the development of requirements and Customer accepts the same in writing.

3. **Project Delays; Rescheduling; Cancellations.** In the event the delivery of any cFive Deliverable is delayed beyond the time set forth in any Order Form exclusively as a result of Customer's actions or failure to act, then cFive may, in its sole discretion and upon notice to Customer elect to re-assign cFive professional staff to other projects for cFive customers and re-staff Customer project when possible.
4. **Invoicing and Payment.** cFive will periodically invoice Customer for all fees set forth in an Order Form, including for time incurred providing professional services based on rates set forth in an Order Form. Invoices are generated at the time of delivery by cFive of cFive Deliverables and not at the time of cFive Deliverables acceptance by Customer. Payment for undisputed invoices is due within forty-five days from the date Customer receives the invoice.
5. **Invoice Disputes.** If Customer disputes one or more fees identified on an invoice, because the fees relate to services that Customer contends do not conform to the terms in this Professional Services Agreement, Customer will give cFive written notice of such dispute within thirty Business Days of its receipt of the applicable invoice. The written notice must contain reasonable detail of the issue(s) Customer contends are in dispute so that cFive can confirm the issue(s) and respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. cFive will work with Customer as may be reasonably necessary to develop an action plan that outlines commercially reasonable steps to be taken by each party to resolve any issue(s) presented in Customer's notice. Customer may withhold payment of the amount(s) invoiced which are, in good faith, actually in dispute, and only those amounts, until cFive completes the action items outlined in such action plan. If cFive is unable to complete the action items outlined in the action plan exclusively because of Customer's failure to complete the items agreed to be done by Customer, and Customer does not rectify that failure within thirty Business Days after cFive has notified Customer of such failure, then the parties may avail themselves of their respective legal remedies. Customer's payment of an invoice for cFive Deliverables does not constitute acceptance of cFive Deliverables that subsequently are the subject of any applicable warranty claim pursuant to the warranty provisions of this Professional Services Agreement.
6. **Intellectual Property Infringement Indemnification.** cFive will defend, indemnify, and hold harmless Customer and its employees from and against any third-party claim(s) that cFive Software, cFive Software Deliverables or Documentation infringes that third party's U.S. published patent, copyright or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which cFive consents). Customer must notify cFive promptly in writing of the claim and give cFive sole

control over its defense or settlement (subject to cFive's diligent pursuit of such defense or settlement). Customer agrees to provide cFive with reasonable assistance, cooperation, and information in defending the claim, at cFive's expense. cFive's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on: (a) Customer's use of cFive Software that is not Supported cFive Software and the claim could have been avoided had Customer installed and used Supported cFive Software, and cFive provided written notice of that requirement to Customer as well as a 30 Business Day time frame within which to perform the version upgrade (which notice may be provided by publishing of a link on an applicable cFive Web site); (b) Customer combining cFive Software and/or cFive Software Deliverables with any product or device not provided or approved in the Documentation or otherwise in writing by cFive; (c) the alteration or modification of cFive Software and/or cFive Software Deliverables by Customer or third parties at Customer's direction without cFive's prior written consent; or (d) Customer's willful infringement, including use of cFive Software and/or cFive Software Deliverables, after cFive notifies Customer in writing to discontinue use due to such a claim; provided, however, that in the event of any third party infringement claim, cFive shall not require Customer to discontinue use of cFive Software or cFive Software Deliverables during the pendency of such claim unless and until cFive, at its option, either: (i) procures the right for Customer to continue its use of cFive Software or cFive Software Deliverables, as applicable, during cFive's defense of such claim; (ii) modifies cFive Software or cFive Software Deliverables, as applicable, to make cFive Software or cFive Software Deliverables non-infringing while preserving substantially similar functionality; or (iii) replaces cFive Software or cFive Software Deliverables, as applicable, with a functional equivalent. If cFive receives information concerning an infringement or misappropriation claim related to cFive Software and/or cFive Software Deliverables, prior to the claim being filed, cFive may, at its expense and without obligation to do so, either: (a) procure for Customer the right to continue use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable, to make cFive Software or cFive Software Deliverables non-infringing; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent, in which case Customer will immediately stop (i) running the allegedly infringing cFive Software and/or (ii) using cFive Software Deliverables. Alternatively, cFive may decide to litigate the claim to judgment, in which case Customer may continue to use cFive Software and/or cFive Software Deliverables, as applicable, consistent with the terms of this Professional Services Agreement. If cFive decides to litigate an infringement or misappropriation claim related to cFive Software or cFive Software Deliverables, and the plaintiff is able to secure an injunction prior to a resolution on the merits, then cFive will either: (a) procure for Customer the right to continue its use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable, to make same non-infringing; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent. If an infringement or misappropriation claim is fully litigated and Customer's use of cFive Software and/or cFive Software Deliverables, as applicable, is enjoined by a court of competent jurisdiction, then in addition to paying any adverse final judgment (or settlement to which cFive consents), cFive will, at its option, either: (a) procure the right for Customer to continue its use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software



Deliverables, as applicable to make same non-infringing while preserving substantially similar functionality as required under this Agreement; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent. cFive will diligently and in good faith pursue these actions in the order listed herein. This Section provides Customer's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Notwithstanding anything to the contrary in this Section, the provisions of this Section do not apply to any Third-Party Products or other intellectual property of any type created by any party other than cFive directly and cFive makes no representation, warranty, or covenant in respect thereof.

7. **General Indemnification.** [Intentionally deleted]
8. **Ownership Rights and Use.** Customer acknowledges that cFive or its third-party suppliers own all right, title, and interest in the cFive Deliverables and other intellectual property developed in connection therewith, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein and Customer shall have no claim thereon. Customer further agrees that it shall not (a) represent that it has ownership of any cFive trademarks; (b) at any time do, or cause to be done, any act or thing contesting, or in any way impairing cFive's right, title and interest in such trademarks; (c) remove from any cFive Deliverable any of such trademarks, copyright notices or other product identification; (d) affix to any cFive Deliverable any other trade name or trademarks; or (e) use any of such trademarks on any advertisement, business card, sales brochure or other document available to the public without the prior written approval of cFive. Notwithstanding any provisions of this Professional Services Agreement or any other document entered into in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of cFive Professional Services and delivery of cFive Deliverables.
9. **Warranty.** cFive will perform the cFive Professional Services for Customer under this Professional Services Agreement in a good, workmanlike and professional manner in conformance to industry standards. In the event Customer believes cFive Professional Services do not conform to this warranty, Customer will notify cFive in writing of such alleged breach of such warranty within thirty Business Days of the completion of each such cFive Deliverable that is identified in the applicable Order Form or other relevant document, setting forth in reasonable detail the reasons Customer believes cFive Professional Services were not performed in a good, workmanlike and professional manner and in conformance to industry standards. If cFive agrees with Customer that cFive Professional Services did not conform to this warranty, then cFive will re-perform the deficient cFive Professional Services or, at its option, refund the fees paid by Customer for such applicable deficient cFive Professional Services. cFive shall not be responsible or liable for any failures associated with whether the cFive Deliverables will achieve Customer's business objectives. Except as otherwise expressly set forth herein, cFive makes no guarantees or representations as to the results of the cFive Deliverables or cFive Professional Services.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, CFIVE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR OTHERWISE

REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. **Site Access and Requirements.** Customer will provide cFive with full and free access to its personnel, facilities, and equipment as may be reasonably necessary for cFive to provide cFive Professional Services, subject to any reasonable security protocols or other written policies provided to cFive. For onsite work, as applicable, Customer will provide a reasonably suitable environment, location, and space for the installation of cFive Software, cFive Software Deliverables, and any Third-Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of cFive Software Deliverables and any Third-Party Products. Customer is responsible for ensuring satisfactory Third-Party Product requirements required to run cFive Software Deliverables.
11. **Progressive Acceptance.** When cFive has delivered any portion of a cFive Deliverable subject to acceptance criteria defined in an Order Form, cFive will notify Customer (“Notice of Completion”) and request review and acceptance of the cFive Deliverable listed in such Notice of Completion. Customer shall promptly commence performing any required review or acceptance tests to determine whether the specified cFive Deliverables meet any acceptance criteria specified in the Order Form (“Acceptance Test”). If Customer has neither accepted or rejected the Deliverable in writing within ten Business Days from receipt of the Notice of Completion, cFive will immediately so notify Customer both in writing and in person to Customer’s project manager or equivalent and Customer shall promptly accept or reject the Deliverable in writing. Any Notice of Rejection from Customer rejecting the cFive Deliverable shall specify in reasonable detail in which respects the cFive Deliverables failed the Acceptance Test. Customer shall first provide cFive the opportunity to make corrections and modifications to the cFive Deliverables, at cFive’s expense, within ten Business Days from the date of receipt of Customer’s Notice of Rejection. cFive shall notify Customer when such corrections and modifications have been made and Customer shall commence re-testing such cFive Deliverables as quickly as possible. If the cFive Deliverables still fail to pass the Acceptance Test, Customer and cFive shall repeat this process; provided, however, if the cFive Deliverables still fail to pass the Acceptance Test after ninety Business Days from cFive’s initial receipt of Customer’s first Notice of Rejection, Customer shall promptly notify cFive in writing and shall have the right, at its option, to cancel cFive Professional Services by giving immediate written notice of such cancellation to cFive.

## Exhibit C

### cFive Maintenance Agreement

cFive will provide Customer with maintenance for Supported cFive Software listed in Schedule 1 pursuant to the terms of this Maintenance Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Maintenance.** During the term in which this Maintenance Agreement is in effect, as part of resolving Confirmed Defects pursuant to this Maintenance Agreement, cFive will provide Customer with cFive Software Updates for Supported cFive Software pursuant to the terms herein.
  - a. Notwithstanding anything to the contrary contained herein, this Maintenance Agreement will be in effect only during periods of the term in which Customer is current on all undisputed invoices from cFive to Customer.
  - b. All support for cFive Software will be provided pursuant to the terms of the Support Agreement. Any maintenance outside the scope of this Maintenance Agreement, or any additional cFive services, will be provided pursuant to the terms of the Professional Services Agreement.

cFive, in its sole discretion, may determine that new functionality in cFive Software comprises a new product or module. New products or modules are not included as cFive Software Updates under this Maintenance Agreement and must be separately licensed by Customer. Such separate license may entail additional license and service fees. Customer will not be charged for a new product or module, or for any additional services related thereto, without a new Order Form authorized by Customer.
  - c. Under no circumstances does cFive represent or warrant that all Defects or Confirmed Defects can or will be corrected.
  - d. Schedule 1 to this Maintenance Agreement lists cFive Software covered by and subject to this Maintenance Agreement. The Investment Summary in Exhibit H lists the fees and payment obligations related to this Maintenance Agreement.
2. **Software Covered by Maintenance.** cFive's obligations under this Maintenance Agreement shall extend only to Supported cFive Software that is listed in Schedule 1 to this Maintenance Agreement.
  - a. cFive has no obligations under this Maintenance Agreement to provide any maintenance for any future cFive Software Deliverables purchased by Customer unless Customer and cFive first agree in writing to explicitly include such as Supported cFive Software by specifically listing such in Schedule 1 to this Maintenance Agreement and updating the maintenance fees in the Investment Summary in Exhibit H (with such additional fees to be paid by Customer prior to such additional maintenance becoming effective).
  - b. If Customer desires maintenance for cFive Software that is not Supported cFive Software (including, without limitation, Enhancements or earlier versions of cFive Software that are not Supported cFive Software), such maintenance may be provided for additional

fees. In general, for additional fixed fees, cFive is able to offer maintenance on unmodified cFive Software Deliverables it has developed and entirely controls, such as most Enhancements. However, in general, cFive is unable to offer maintenance for additional fixed fees on cFive Software Deliverables it has developed but does not entirely control, such as interfaces dependent on Third-Party Software. In the event Customer desires maintenance of cFive Software Deliverables and cFive is unable to offer such maintenance for additional fixed fees, cFive may provide such maintenance services on a time and materials basis pursuant to the terms of the Professional Services Agreement. In addition, in the event Customer desires maintenance of earlier versions of cFive Software that are not Supported cFive Software, cFive may provide at its discretion such maintenance services on a time and materials basis pursuant to the terms of the Professional Services Agreement.

3. **cFive Responsibilities.** cFive will use good, workmanlike and professional efforts, consistent with industry standards, to provide maintenance for Supported cFive Software pursuant to the terms of this Maintenance Agreement and the Maintenance and Support Process, and cFive will:
  - a. provide (i) a complete, installable copy of each cFive Software Update that Customer can install in up to three non-production Customer software environments, along with, if applicable, installation and release documentation, and (ii) a complete, installable copy of each Software Update that can be installed in one production Customer software environment;
  - b. perform cFive's maintenance obligations in a good, workmanlike and professional manner, consistent with industry standards, to resolve Confirmed Defects in Supported cFive Software;
  - c. maintain personnel that are professional and skilled and reasonably experienced enough to be familiar with Supported cFive Software;
  - d. provide Customer with a copy of cFive Software Updates in accordance with cFive's release schedule (generally 2 to 4 version releases per year), along with the documentation that cFive makes generally available; and
  - e. provide remote Defect diagnosis and Confirmed Defect resolution using a widely available third-party secure connectivity tool designated by cFive, subject to any reasonable applicable security protocols.
4. If, in the process of diagnosing a maintenance issue, cFive discovers that a Third-Party Product is the exclusive cause of a reported issue, cFive will notify Customer so that Customer may (i) contact the support agency for such Third-Party Product, and (ii) resolve such Third-Party Product issue. **Maintenance Exclusions.** cFive has no obligations under this Maintenance Agreement to provide maintenance, support, or services that are outside the scope of this Maintenance Agreement. Maintenance, support, and services that are outside the scope of this Maintenance Agreement include, without limitation, the following:
  - a. design, development, installation, implementation, configuration, testing, maintenance, or support for any Enhancements, modifications or interfaces that are not dependent on cFive Software and/or cFive configuration;
  - b. implementation, configuration, testing, maintenance, integration of, or support for any

Third-Party Products;

- c. installation of cFive Software or cFive Software Updates on any environments other than the one non-production software environment described in the Support Agreement;
- d. implementation or deployment of cFive Software or cFive Software Updates;
- e. training, consulting, or other services including, without limitation, Customer data cleanup, Customer data migration, or configuration of cFive Software or cFive Software Updates;
- f. onsite issue diagnosis, maintenance, or support;
- g. support of cFive Software (such support to be provided pursuant to the terms of a separate Support Agreement) or professional services (such professional services to be provided pursuant to the terms of a separate Professional Services Agreement);
- h. changes to cFive Software required as a result of changes in any applicable law or regulation;
- i. integration of cFive Software with any Third-Party Software, including, without limitation, design, development, testing, maintenance, or support of any interface between cFive Software and Third-Party Software except to the extent that the integration or interface has been configured by cFive;
- j. program management, project management, or any recurring meetings or calls; and
- k. data recovery services, regardless of the cause of data loss.

If Customer or its vendors other than cFive modifies cFive Software without cFive's prior written consent, then cFive will have no further obligation to provide maintenance on such cFive Software notwithstanding anything herein to the contrary.

5. **Customer Responsibilities.** During the term in which this Maintenance Agreement is in effect, Customer will:
- a. assign one Customer Executive, two Designated Staff, and one System Administrator;
  - b. follow cFive's Maintenance and Support Process;
  - c. adhere to cFive minimum specifications and requirements for Customer's Third-Party Products (understanding and acknowledging that implementation of cFive Software Updates may require Customer to upgrade its Third-Party Products), and perform all tasks necessary to manage Customer's Third-Party Products including, without limitation, installing and maintaining all required Third-Party Software on Customer's hardware;
  - d. maintain current and appropriate Maintenance Agreement and/or Support Agreements for all Third-Party Products associated with cFive Software;
  - e. provide ongoing internal Tier 1 support for all Customer's users by establishing and maintaining an internal help desk or its equivalent staffed with Customer subject matter experts who are knowledgeable of cFive Software, Customer's infrastructure and relevant Third-Party Products, and Customer's operations and business processes;

- f. diagnose and attempt to resolve all issues via Customer's internal Tier 1 support to eliminate any issues not caused by Defects prior to reporting any issue to cFive (issues that are not Defects include, without limitation, problems caused by Third-Party Products, insufficient or incorrect user training, Customer custom configurations, Customer business process changes, and Customer data problems);
- g. provide complete Defect Documentation concurrent with reporting an issue that is a suspected Defect;
- h. be responsible for installation, integration, and training with respect to each cFive Software Update (including, without limitation, installing cFive Software Updates in Customer software environments other than the one Customer testing (non-production) software environment specified in the Support Agreement);
- i. perform, at a minimum, daily database backups and periodically verify that such backups are restorable;
- j. allow cFive remote access using a widely available third-party secure connectivity tool designated by cFive;
- k. maintain a high-speed Internet connection capable of connecting cFive to Customer's server(s) and maintain a VPN accessible to cFive for connectivity purposes; and
- l. provide multiple cFive personnel with login accounts and local administrative privileges as cFive may reasonably require to provide remote Defect diagnosis and Confirmed Defect resolution, and provide access to servers, equipment, information, logs, infrastructure, and other resources that cFive may reasonably request.

If third-party participation and cooperation is required for the performance of Customer responsibilities, Customer shall be responsible for securing such participation and cooperation. Notwithstanding anything to the contrary contained herein, this Maintenance Agreement shall cease to be in effect for any period during which Customer fails to materially comply with all of its responsibilities as detailed in this Section, and continues to be in material noncompliance with all of its responsibilities as detailed in this Section thirty days after receiving written notice of the noncompliance from cFive. The Maintenance Agreement shall again be in effect only after Customer cures all areas of material non-compliance with its responsibilities.



Schedule 1 to cFive Maintenance Agreement:

cFive Software Covered By and Subject To Maintenance Agreement

Supported cFive Software

1. cFive Supervisor plus following modules

- Client Information
- Case
- Assignment & Transfer
- Assessments & Cas Plan
- Supervision
- Programs, Services and Vendor Portal
- Finance
- Administration
- Common
- Work Product

2. cFive Reporting

3. All Enhancements and interfaces employed by cFive pursuant to this Agreement, whether currently in production or subsequently developed, that are dependent upon cFive Software and/or cFive configuration.

Supported cFive Software is limited to Customer's currently installed and immediately preceding version of cFive Software, where each major or minor release of cFive Software is a version.

No other software (including, without limitation, all Enhancements, modifications, and interfaces) is covered by and subject to the Maintenance Agreement, except as otherwise provided above.

**Exhibit D**

**cFive Support Agreement**

Provided the Maintenance Agreement is in effect, cFive will provide Customer with support, pursuant to the terms of this Support Agreement, for Supported cFive Software listed in Schedule 1 of the Maintenance Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Support.** During the term in which this Support Agreement is in effect, cFive will provide support, pursuant to the terms herein, related to Supported cFive Software listed in Schedule 1 of the Maintenance Agreement.
  - a. cFive will provide Customer with support, during Business Hours unless otherwise arranged pursuant to the terms of the Maintenance and Support Process, of Supported cFive Software up to the point each month that aggregate hours expended by all cFive staff in connection with such support in a given calendar month meet but do not exceed the Monthly Support Hours Allotment. All cFive staff expending time in connection



with a support issue will record such time in fifteen-minute increments beginning from the time assistance is provided, and all such time will be aggregated and periodically compared to the Monthly Support Hours Allotment. Any additional support in excess of the Monthly Support Hours Allotment can be requested by Customer and provided by cFive pursuant to the Professional Services Agreement.

- b. Time expended by cFive staff diagnosing and resolving a Confirmed Defect that is ultimately determined by cFive to be a Severity 1, Severity 2, Severity 3 or Severity 4 issue (as defined in the Maintenance and Support Process) is maintenance covered by the Maintenance Agreement and will not be counted against the Monthly Support Hours Allotment. Time expended by cFive staff related to any issue that is ultimately determined by cFive to be a Severity 5 issue (as defined in the Maintenance and Support Process) is not maintenance and will be counted against the Monthly Support Hours Allotment.
  - c. The Monthly Support Hours Allotment is a fixed amount applicable to each calendar month, and the Monthly Support Hours Allotment resets on the first calendar day of each month (there is no rollover of unused support hours from one month to the next).
  - d. If Customer desires a higher Monthly Support Hours Allotment, such higher Monthly Support Hours Allotment may be provided for additional fees. Such a change would result in updating Schedule 1 to the Support Agreement to reflect the higher Monthly Support Hours Allotment and updating the support fees in the Investment Summary in Exhibit H (with such additional fees to be paid by Customer prior to such higher Monthly Support Hours Allotment becoming effective).
  - e. Schedule 1 to this Support Agreement states the Monthly Support Hours Allotment available to Customer. The Investment Summary in Exhibit H lists the fees and payment obligations related to this Support Agreement.
2. **cFive Responsibilities.** cFive will provide support for Supported cFive Software pursuant to the terms of this Support Agreement and the Maintenance and Support Process, and cFive will use commercially reasonable efforts to:
- a. if Monthly Support Hours Allotment is 30 or more hours, assign a Support Account Manager who will be the primary point of contact for Designated Staff and who will coordinate provision of cFive support to Customer;
  - b. install cFive Software Updates on one agreed upon Customer testing (non-production) software environment;
  - c. perform cFive's support obligations in a professional manner;
  - d. maintain personnel that are sufficiently trained to be familiar with Supported cFive Software; and
  - e. provide remote support services using a widely available third-party secure connectivity tool designated by cFive, subject to any reasonable applicable security protocols.
3. **Support Exclusions.** cFive has no obligations under this Support Agreement to provide maintenance of any kind, or to provide support or services that are outside the scope of this Support Agreement, including any support in excess of the Monthly Support Hours Allotment. Support and services that are outside the scope of this Support Agreement

include, without limitation, business analysis, consulting, data cleanup or migration, development or code modification related to Enhancements or interfaces that are not dependent on cFive Software or cFive configuration, project management (including any recurring meetings), report development, and training. Any support outside the scope of this Support Agreement, or any additional cFive services, will be provided pursuant to the terms of the Professional Services Agreement.

4. **Customer Responsibilities.** During the term in which this Support Agreement is in effect, Customer will have the same responsibilities as Customer has under the Maintenance Agreement.

### **Schedule 1 to cFive Support Agreement:**

#### **Monthly Support Hours Allotment**

Customer's Monthly Support Hours Allotment is 20 hours for Adult Probation and Social Services

Customer's Monthly Support Hours Allotment is 10 hours for Juvenile Probation

## **Exhibit E**

### **Maintenance and Support Process**

This Maintenance and Support Process supplements the Maintenance Agreement and the Support Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

#### **Support Resources**

Resources and documentation are available on the cFive Website (<https://www.cfive.com/support/>), or other location as may be designated from time to time, to assist in Customer's provision of its Tier 1 support.

#### **Support Channels**

cFive provides the following channels of support for use by Designated Staff to report issues in connection with Supported cFive Software:

- a. Online submission via cFive Connect: Designated Staff can create issues through cFive Connect available on the cFive Website (<https://www.cfive.com/support/>); and
- b. Telephone: For urgent Severity 1 and Severity 2 issues, Designated Staff may utilize telephone support subject to cFive's support availability described below.

#### **Support Availability**

Maintenance under the Maintenance Agreement and support under the Support Agreement are each provided only during Business Hours.

#### **After Hours Support**

Upon Customer request, cFive will provide After Hours Support pursuant to the terms of this paragraph. Any maintenance or support requested by Customer to be rendered by cFive outside of Business Hours will be provided at cFive's then-current After Hours Support rates (cFive maintains a list of rates that are updated periodically). After Hours Support is provided in one-hour minimum increments (the minimum amount of billable time for maintenance or support outside of Business Hours is one complete hour even if such maintenance or support requires less than one hour of work). Response to support requests outside of Business Hours is offered without any targeted response time by cFive notwithstanding anything herein to the contrary.

#### **cFive Personnel: Maintenance**

For customers with a cFive maintenance agreement in effect, maintenance consists of four types of personnel:

- a. Maintenance and Support Representatives are responsible for responding to and coordinating resolution of issues.
- b. Maintenance and Support Engineers are development staff responsible for providing technical assistance to Maintenance and Support Representatives to help diagnose and resolve issues. Customer's interactions with Maintenance and Support Engineers will be limited to contact initiated by Maintenance and Support Engineers in connection with providing maintenance and support.

- c. Maintenance and Support Manager is responsible for managing Maintenance and Support Representatives.
- d. cFive Executive is responsible for customer satisfaction.

#### cFive Personnel: Support

For customers with a cFive maintenance agreement in effect and an active cFive support agreement in effect that includes a Monthly Support Hours Allotment of 30 hours or more, maintenance and support consists of five types of personnel: (i) the four types of personnel available to customers with a cFive maintenance agreement in effect, plus (ii) a designated Support Account Manager who is a Maintenance and Support Representative designated as the primary point of contact for Designated Staff as described in the Support Agreement.

#### Issue Handling

##### *Issue Tracking*

All maintenance and support issues are logged into cFive Connect and given a unique issue number. The cFive Connect system tracks the history of each issue. The issue number is used to track and reference open issues when Designated Staff contact cFive support, and Customer may track issues using the issue number through cFive Connect.

##### *Issue Severity*

Each issue reported to cFive by Customer will ultimately be assigned a severity level by cFive. cFive will use its reasonable judgment in assigning an appropriate severity level to each issue based on the criteria described in the severity levels below. The issue resolution process described below may not address every type of issue, and certain characteristics described in this process may or may not apply to a particular issue. The goal of defining the process below is to help guide Customer and its Designated Staff towards clearly understanding and communicating the severity of an issue and to describe generally expected response and resolution targets.

cFive recognizes that Customer's business and technical priorities may evolve over time. If Designated Staff believe the severity level of an issue should be changed, then Designated Staff should discuss reclassifying severity level by contacting (i) the Support Account Manager, if one is assigned, or (ii) a Support Representative, if no Support Account Manager is assigned. cFive will make the final determination on the severity level classification of an issue.

##### *Issue Priority*

Independent of severity level, each issue may be assigned a priority level (e.g., low, medium, high, and urgent) in cFive Connect to allow cFive and Customer to sequence the resolution of issues.

#### **Issue Severity Levels, Associated Response Times, and Resolution Process**

Upon receipt of a reported issue, cFive will use commercially reasonable efforts during Business Hours to meet the resolution targets set forth below. Due to the complex nature of software development and operating environments, cFive does not guarantee the time that it will take to resolve an issue. cFive may not be able to provide a Workaround within the targeted resolution time, particularly if the issue was reported after Third-Party Product updates or changes. For all Confirmed Defects, at cFive's discretion, a Workaround can be considered a permanent resolution.

#### Severity 1 Issue

- a. **Definition.** An issue that is a Confirmed Defect that results in the complete failure of Supported cFive Software and which causes a severe and ongoing material adverse impact on Customer's operations.
- b. **Response Time.** During Business Hours cFive shall provide an initial response within four hours of receipt of Defect Documentation. Unless Customer requests After Hours Support as described herein, outside of Business Hours cFive will provide an initial response within one Business Day of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- d. **Resolution and Resolution Time.** cFive will use good, workmanlike and professional efforts, consistent with industry standards, to provide a Workaround for a Severity 1 Confirmed Defect within three Business Days of receiving from Customer enough information to allow cFive to confirm and/or recreate the Defect. cFive will deliver to Customer correcting software in a future cFive Software Update.

#### Severity 2 Issue

- a. **Definition.** An issue that is a Confirmed Defect that results in a partial failure of Supported cFive Software and which causes a significant and ongoing material adverse impact on Customer's operations.
- b. **Response Time.** cFive will provide an initial response within one Business Day of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- d. **Resolution and Resolution Time.** cFive will use good, workmanlike and professional efforts, consistent with industry standards, to provide a Workaround for a Severity 2 Confirmed Defect within six Business Days of receiving from Customer enough information to allow cFive to confirm and/or recreate the Defect, and cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

#### Severity 3 Issue

- a. **Definition.** An issue that is a Confirmed Defect that significantly impairs the use of Supported cFive Software but which has only a limited ongoing impact on Customer's operations.
- b. **Response Time.** cFive will provide an initial response within five Business Days of receipt of Defect Documentation.

- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- e. **Resolution and Resolution Time.** cFive will use good, workmanlike and professional efforts, consistent with industry standards, to provide a Workaround for a Severity 3 Confirmed Defect, and cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

#### Severity 4 Issue

- a. **Definition.** An issue that is a Confirmed Defect that is cosmetic or that does not significantly impair usability of Supported cFive Software on an ongoing basis.
- b. **Response Time.** cFive will provide an initial response within ten Business Days of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and, at cFive's discretion, cFive may assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- d. **Resolution and Resolution Time.** cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

#### Severity 5 Issue

- a. **Definition.** An issue that is not a Severity 1, Severity 2, Severity 3 or Severity 4 issue (Severity 5 issues include, without limitation, Enhancement requests, usage questions, user errors, issues caused by or related to Third-Party Products, suspected Defects that are ultimately determined to not be Confirmed Defects, any issues related to cFive Software that is not Supported cFive Software, and any questions or other requests).
- b. **Response Time.** cFive will provide an initial response within ten Business Days.
- c. **Response.** Severity 5 issues are outside the scope of the Maintenance Agreement, and cFive is not required to provide resolution to any Severity 5 issues. Customer may choose to have cFive address certain Severity 5 issues using support time counted against the Monthly Support Hours Allotment pursuant to the Support Agreement (subject to any limitations provided therein) or as requested by Customer to be provided by cFive pursuant to the Professional Services Agreement.

### Lost or Corrupted Data

Customer is solely responsible for its data. cFive has no liability for lost or corrupted data, and cFive's responsibility in the event of lost or corrupted data is limited to assisting Customer to restore the Supported cFive Software database to a known, accurate state using Customer



backups (with such assistance using support time counted against the Monthly Support Hours Allotment pursuant to the Support Agreement or as requested by Customer to be provided by cFive pursuant to the Professional Services Agreement.).

### **Maintenance Issue Escalation**

If cFive is unable to resolve a maintenance issue pursuant to the resolution and resolution times described above or if cFive is unable to, in cFive Connect, assign the resolution of a Confirmed Defect to a specific future cFive Software Update, then after the applicable resolution time described above has elapsed Customer may escalate the maintenance issue pursuant to the following maintenance issue escalation process.

- a. Designated Staff will first communicate with the Support Account Manager (if one is assigned) in an effort to resolve the issue or, in cFive Connect, assign a Confirmed Defect to a specific future cFive Software Update. If no Support Account Manager is assigned, then System Administrator will first communicate with cFive Support Manager as described in (b) below.
- b. If the same issue remains unresolved or unassigned to a specific future cFive Software Update for ten or more Business Days after step (a) above, then System Administrator will communicate with cFive Support Manager in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.
- c. If the same issue remains unresolved or unassigned to a specific future cFive Software Update for ten or more Business Days after step (b) above, then Customer Executive will communicate with cFive Executive in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue. If the issue cannot be resolved, Customer may elect to avail itself of its legal remedies.

### **Support Issue Escalation**

If cFive is unable to resolve a support issue (issues other than Severity 1, Severity 2, Severity 3, or Severity 4 Confirmed Defects), then Customer may escalate the support issue pursuant to the following support issue escalation process.

- a. Designated Staff will first communicate with the Support Account Manager (if one is assigned) in an effort to resolve the issue. If no Support Account Manager is assigned, then System Administrator will first communicate with cFive Support Manager as described in (b) below.
- b. If the same issue remains unresolved for ten or more Business Days after step (a) above, then System Administrator will communicate with cFive Support Manager in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.
- c. If the same issue remains unresolved for ten or more Business Days after step (b) above, then Customer Executive will communicate with cFive Executive in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue. If the issue cannot be resolved, Customer may elect to avail itself of its legal remedies.

Schedule 1 to this Maintenance and Support Process lists the staff initially designated by Customer and cFive.



## Schedule 1 to cFive Maintenance and Support Process:

### Designated Staff

Customer initially designates the following staff to the following roles:

- Customer Executive shall be TBD
- System Administrator shall be TBD
- Designated Staff shall be TBD and TBD

Customer may change its designated staff in this Schedule 1 in its sole discretion at any time upon written notice to cFive.

cFive initially designates the following staff to the following roles:

- cFive Executive shall be TBD
- cFive Maintenance and Support Manager shall be TBD

cFive may change its designated staff in this Schedule 1 in its sole discretion at any time upon thirty days written notice to Customer.

### Exhibit F

#### Third-Party Terms

cFive provides the Customer with the following Third-Party Terms. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

The Third-Party Terms apply to any Third-Party Products identified in the Investment Summary. The limited warranty applicable to the cFive Software in Exhibit A of the Agreement applies to embedded third-party functionality that is not separately identified in the Investment Summary. cFive further warrants that the appropriate third party developer has granted cFive the necessary license to (i) embed the unidentified third-party functionality in the cFive Software; and (ii) sublicense it to the Customer through cFive's license grant to the cFive Software.

### Exhibit G

#### Escrow Agreement

**See provided Escrowtech Agreement**



## Software Escrow Agreement

("Multiple Beneficiaries – Minimum Service - Separated Products")

November 11, 2015

Re-executed September 18, 2017

Date of Agreement

27055

Escrow Number

MB-Min-SP

EscrowTech International, Inc.

Escrow Agent

3290 West Mayflower Way

Address

Lehi, UT 84043

City, State, Zip Code

801-852-8202

Telephone

801-852-8203

Facsimile

cFive Solutions, Inc.

Owner Company Name

23382 Mill Creek Drive, Suite 220

Address Line 1

Address Line 2

Laguna Hills, CA 92653

City, State, Zip Code

USA

Country

Ted Economy

Main Contact

(949) 260-3025

Telephone

(209) 360-0053

Facsimile

[teconomy@cfive.com](mailto:teconomy@cfive.com)

e-mail Address

1. **Software Products, Software and Establishment of Escrow.** Owner owns, or has the right to license or distribute, the computer software products identified in Exhibit A and referred to in this Agreement as the "Software Products." Owner licenses Software Products to its licensees. One, some or all of the Software Products may be licensed to a given licensee. Different combinations of these Software Products may be licensed by Owner to different licensees. These licensees may become Beneficiaries under Section 2 of this Agreement. As applied to a given Beneficiary, the term "Software" shall mean the Software Products licensed by Owner to that Beneficiary pursuant to that Beneficiary's License Agreement (see Section 9) and as identified in the applicable Beneficiary list, but shall not include any other Software Products. By this Agreement, Owner establishes an escrow for the Software Products (the "Escrow").

2. **Beneficiaries and the List.** Owner desires that its then-current licensees of the Software Products be Beneficiaries under this Agreement. Owner shall deliver to EscrowTech a list of these Beneficiaries. From time to time, Owner will provide an updated list of Beneficiaries. Such lists will be in writing. Each updated list will be complete, i.e., will include all licensees who are Beneficiaries. Owner has no obligation to include on a list any licensee who Owner elects to deny Beneficiary status. For each Beneficiary on the list, Owner shall include the Beneficiary's name, address and telephone number, and shall indicate the Software Products licensed to that Beneficiary. If a previously listed Beneficiary is not included on the then-most current list, then such Beneficiary shall cease to be a "Beneficiary" under this Agreement. Owner may give assurances or contractual commitments to a Beneficiary concerning the inclusion or removal (or non-removal) of the Beneficiary from this list, but such assurances and

commitments are not made by EscrowTech (i.e., EscrowTech will rely on the then-most current list from Owner).

3. **Relationship with Beneficiaries.** Because this is a “minimum service” escrow, EscrowTech has no obligation to contact or communicate with or give notices to Beneficiaries (but may do so if it desires), except as necessary in connection with a release of Deposit Materials. At EscrowTech’s option, a Beneficiary shall have no right under this Agreement or the Escrow unless such Beneficiary delivers to EscrowTech a written acceptance of this Agreement.

4. **Separate Product Depositories and Deposit Materials.** A separate “Depository” shall be established for each of the Software Products under this Escrow. For each Software Product, Owner shall deliver to EscrowTech the “Deposit Materials” (including “Updates”) identified in Exhibit A attached hereto. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.

(a) These Deposit Materials for a Software Product will be assigned to and placed in the Depository established for that Software Product. Deposit Materials delivered to EscrowTech shall be clearly marked by Owner to identify the Software Product to which the Deposit Materials pertain and to distinguish these Deposit Materials from the Deposit Materials corresponding to the other Software Products.

(b) Notwithstanding anything herein to the contrary, a Beneficiary shall only have rights under this Agreement with respect to the Deposit Materials in the Depositories established for the Software Products which are identified in the then-current list of Beneficiaries as being licensed to that Beneficiary.

5. **Encryption and Reproduction.** Owner warrants that none of the Deposit Materials will be encrypted and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use – see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (e.g., see Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other

electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner’s responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech’s responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

6. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials (“Updates”) as described in Exhibit A. Updates shall be part of the “Deposit Materials.”

7. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech’s then-current deposit procedures or one of the following submission methods:

**Mail** - Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner through an appropriate mail delivery service or courier service (e.g., U.S. mail, UPS or Federal Express).

**RealTime Escrow** – Owner may submit “Deposit Materials” electronically through EscrowTech’s online escrow management portal RealTime Escrow. Owner will follow the “Make an Online Deposit” outlined in the RealTime Escrow application.

**Automated Submission** – Owner may submit “Deposit Materials” through a regularly scheduled transmission script. The transmission script will deliver the “Deposit Materials” to EscrowTech’s SFTP server and upon successful delivery notify EscrowTech. The transmission script must be configured by Owner with EscrowTech’s guidance. If the Owner submits the Deposit Materials using the “Automated submission” method no more than 12 deposits a contract year will be allowed without an additional fee for excess deposits.

Regardless of the method, EscrowTech is not responsible if Owner fails to comply with the submission methods or to make deposits.

(a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit

Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form. Depending on the submission method the Deposit Inventory Form will be submitted as follows:

**Mail** – A Deposit Inventory Form in paper form will be sent with the “Deposit Materials” through the mail or courier service. This Deposit Inventory Form template will be supplied by EscrowTech.

**RealTime Escrow** – A Deposit Inventory Form will be automatically generated by the RealTime Escrow application during the “Make an Online Deposit” process.

**Automated Submission** – Owner will configure the transmission script to notify EscrowTech, upon successful transmission, the following information: Escrow Number, Owner Name, Deposit Date, Software Product, Version Number, Additional Information, and confirmation of submission.

Regardless of the method, EscrowTech is not responsible for the information included within the Deposit Inventory Form or for Owner’s noncompliance.

(b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner.

(c) **Deficiency.** EscrowTech is not responsible if the Deposit Materials are deficient (e.g., incomplete or inadequate) or if there is some other problem.

(d) **Reproducible.** It is Owner’s responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.

(e) **No Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials.

8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated

or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The “Deposit Materials” shall cease to include any destroyed or returned Deposit Materials.

9. **License Agreement.** Owner and each Beneficiary have entered into one or more agreements that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the “License Agreement.” This Software Escrow Agreement is “supplementary” to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement is/are rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Deposit Materials are an “embodiment” of “intellectual property” as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the applicable Deposit Materials if the “Release Condition” described in Exhibit B occurs. The

applicable Deposit Materials are the Deposit Materials in the Depositories established for the Software Products for which the Beneficiary is licensed as indicated in the then-most-current list of Beneficiaries. The following release procedure shall apply:

(a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.

(b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.

(c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11(d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.

(d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order. Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that

should be released to the Beneficiary. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

(f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software Product versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software Product, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials in the Depository which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the Depository or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. **Use of Released Deposit Materials.** Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in Exhibit B ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until a release in accordance with this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in



possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. **Fees.** EscrowTech shall receive the following fees and payments:

(a) **Initial Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable. The Annual Fee will be increased for each Software Product in excess of one - see the fees for Additional Software Products in the Fee Schedule.

(b) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech. EscrowTech has no obligation to release any Deposit Materials to a Beneficiary until after the applicable Release Fee has been received by EscrowTech.

(c) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit C).

(d) **Increases.** The fees set forth in Exhibit C are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.

(e) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above fees.

16. **Termination of Beneficiary.** A Beneficiary's status as a "Beneficiary" under this Escrow will terminate, and the Beneficiary will cease to be a "Beneficiary" under this Agreement, if either of the following occurs:

(a) An updated list of Beneficiaries under Section 2 fails to include Beneficiary as a then-current Beneficiary. The Beneficiary may be reinstated as a Beneficiary if included on a subsequent updated list under Section 2.

(b) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after such termination. Termination of a Beneficiary shall not affect the other Beneficiaries.

17. **Termination of Escrow.** Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party. Owner shall promptly give notice of such termination to all Beneficiaries. If a Release Condition occurs and EscrowTech receives written notice thereof from a Beneficiary under Section 11(a) prior to the date of termination, then the Escrow will not terminate as to such Beneficiary without the written consent of that Beneficiary (or a final determination that the Beneficiary is not entitled to a release). Upon termination of the Escrow, the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner may establish a substitute Software escrow with a

third party escrow agent. If more than 90 days is needed to establish the substitute Software escrow and if EscrowTech receives written notice from Owner of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute Software escrow has been established.

19. **Dispute Resolution.** In the event of any dispute between Owner and EscrowTech or between a Beneficiary and EscrowTech or between Owner and a Beneficiary relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then thereafter either of them may submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire,

theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

23. **Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. **Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.

25. **Extraordinary Services.** In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit C), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary



service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.

26. **Disclaimer.** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

27. **Limitation on Liability.** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations. No prior, contemporaneous, or subsequent purchase order that contains conflicting or additional terms or conditions will be binding on parties even if such purchase order is acknowledged or accepted.

30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood,

earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Party. Notices to a Beneficiary shall be directed to the applicable address on the then-most-current list of Beneficiaries received by EscrowTech, or a substitute address designated by the Beneficiary for itself in a notice actually received. It is the responsibility of each Party to keep the other Party informed of its address and telephone and fax numbers.

33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other Party and shall deliver to such other Party a copy of the successor's written agreement to accept or assume this Agreement.

35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent

that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing. The signature of a signing party may be in the form of an electronic signature.

**Agreed to and accepted by:**

cFive Solutions, Inc.

Company Name

Authorized Signature

Ted Economy

Name

CFO

Title

EscrowTech International, Inc.

Escrow Agent

Authorized Signature

Jorge Sagastume

Name

Vice President

Title

## EXHIBIT A

### 1. SOFTWARE PRODUCTS

The following "Software" is licensed or provided by Owner to Beneficiary under their License Agreement:

cFive Supervisor

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Software Product No. 1

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Software Product No. 2

---

Software Product No. 3

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Software Product No. 4

### 2. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source code for the software

### 3. UPDATES

If and as Beneficiary receives under the License Agreement any new version of, update to, or replacement for the Software, Owner shall update the Escrow by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials current with the Software licensed or provided to Beneficiary under the License Agreement. However, Owner shall not be obligated to provide Updates more frequently than 4 times per contract year.

## **EXHIBIT B**

### **1. RELEASE CONDITION**

The "Release Condition" shall be deemed to have occurred in the event of any of the following:

1. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations under the License Agreement.
2. The Beneficiary becomes entitled to a release of the Deposit Materials pursuant to the terms of its License Agreement.

### **2. PERMITTED USE**

The following apply to Deposit Materials released to Beneficiary in accordance with this Software Escrow Agreement:

1. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
2. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
3. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
4. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

## EXHIBIT C

### Fee Schedule<sup>1</sup>

Services	Description of Services	Fee	Payor
<input checked="" type="checkbox"/> Escrow	For added retention security, EscrowTech will provide dual site storage for deposits within EscrowTech's escrow vaults.  RealTime Escrow access will be provided for online-management of account which includes access to all executed documents, Status Reports, ability to view and pay invoices, view all Confirmation of Receipt of Deposit, and submit Deposit Materials.  Customization of this agreement may be subject to an increase in the annual fee.	\$1495 per year	<input checked="" type="checkbox"/> Owner
<input checked="" type="checkbox"/> Beneficiary Fee	EscrowTech will register Beneficiaries to the escrow account through the List of Beneficiaries. The Beneficiary's registration will be governed by the escrow agreement.	N/A	N/A
<input checked="" type="checkbox"/> Additional Software Products	EscrowTech will set up an additional Software Product deposit for additional Deposit Materials. For added retention security, EscrowTech will provide dual site storage for deposits.	\$595 per Additional Product	Owner
<input type="checkbox"/> Level 1 File Listing Verification Report	Upon successful deposit procedure, EscrowTech will send to Beneficiary a File Listing Verification Report. The File Listing Verification Report includes a file listing, a file classification table, Cryptographic hash function (MD5) for each file, a virus scan outputs, and a copy of the Deposit Inventory Form. This service can only be performed on Deposit Materials that are readable on a PC running Windows.	\$595 per year	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 2 Technical Verification – Deposit Analysis	In addition to the File Listing Verification Report, EscrowTech will perform an analysis of the Build Instructions included with the Deposit Materials. The report will identify the hardware, operating system, programming languages, third party software, and library dependencies. The Owner will be required to complete a Technical Verification Questionnaire to complete the Deposit Analysis.	\$1095 per Analysis	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 3 Technical Verification – Build and Compile	EscrowTech will perform a Technical Verification on a single deposit and any subsequent deposits upon request. EscrowTech will perform the work outlined and agreed to in the Technical Verification Addendum. The Parties and EscrowTech must agree on a custom Technical Verification Addendum prior to start of fulfillment.	Starting at \$2995 per verification or based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 4 Technical Verification – Binary Comparison	Per the Technical Verification Addendum, EscrowTech will compare and analyze the files and executables against those being used by the Beneficiary. The comparison will include a file size match and an md5/sha1 checksum.	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 5 Technical Verification – Test Plan	Per the Technical Verification Addendum, EscrowTech will install the executables on a target computer and will test the program for functionality following the steps agreed upon by the Owner and Beneficiary.	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Long-Term Storage	In addition to EscrowTech's dual site storage, Deposit Materials will be copied on M-DISCs. Unlike computer hard-drives, flash drives and optical discs (CD, DVD and Blu-ray) that suffer from decay, M-DISCs preserve the Deposit Materials because they cannot be overwritten, erased, or corrupted by natural processes. It is the new standard in digital storage and EscrowTech stores your information on the best storage media available.	\$145 per year	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary

<sup>1</sup> These Fees are fixed for the first three years of the Escrow Agreement. Thereafter, all Fees are subject to increase by EscrowTech upon written notice. In addition, payments not made within 45 days of the date of the invoice are subject to a 5% late fee plus interest at the rate of 1.5% per month (but not exceeding any rate or amount prohibited by applicable law) until paid in full. In the event that a fee or payment under this Agreement is owed by a Party to EscrowTech, but not paid, then the other party must pay such fee or payment to EscrowTech.

Excess Storage Fee	Two cubic feet of space is dedicated to each account. If more than two cubic feet of space is required to hold the Deposit Materials, the Excess Storage Fee may be assessed.	\$70 per extra cubic foot per year	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
Release of Deposit Materials	A Release Fee will be charged each time a release of the Deposit Materials is requested and fulfilled, payable by the requesting party.	\$250 per release	Requesting Party



**EXHIBIT D**  
**Additional Contacts for Owner**

**3. General Counsel Contact**

Silicon Counsel LLP

Attorney Company Name

228 Hamilton Avenue, 3<sup>rd</sup> Floor

Address Line 1

Address Line 2

Palo Alto, CA 94301

City, State, Zip Code

USA

Country

David Hubb

Counsel Contact

(650) 269-1884

Telephone

(650) 440-4380

Facsimile

[dave@siliconlaw.com](mailto:dave@siliconlaw.com)

e-mail Address

**4. Billing Contact**

cFive Solutions, Inc.

Owner Company Name

23382 Mill Creek Drive, Suite 220

Address Line 1

Address Line 2

Laguna Hills, CA 92653

City, State, Zip Code

USA

Country

Kelly Chu

Billing Contact

(949) 260-3003

Telephone

(209) 360-0053

Facsimile

[kchu@cfive.com](mailto:kchu@cfive.com)

e-mail Address

**Exhibit 3**  
**Cook County Travel Policy**



# 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**

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## **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

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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

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## **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

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## 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

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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

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## 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

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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

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## **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

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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

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## 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

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- 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

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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

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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

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## **APPENDIX 1**

### **Travel Expense Voucher**

# Cook County Travel and Business Expenses Policy and Procedures

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## **APPENDIX 2**

### **Travel Request Form**



# Cook County Travel and Business Expenses Policy and Procedures

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## **APPENDIX 3**

### **Travel Reimbursement Voucher**

**Exhibit 4**  
**Minority and Women Owned Business Enterprise Commitment**

**I. POLICY AND GOALS**

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

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

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

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

## 3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

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

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

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

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

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

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

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

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

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

69 West Washington, Suite 3000

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

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY J. QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK J. AGUILAR

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

March 9, 2023

Mr. Raffi Sarrafian  
Chief Procurement Officer  
George W. Dunne  
County Building  
69 West Washington, Room 3000  
Chicago, IL 60602

Re: Contract No. 2304-01100  
Case Management System Solution  
Adult Probation

Dear Mr. Sarrafian:

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

Sincerely,

Jeanetta Cardine  
Contract Compliance Deputy Director

Cc: Lorely Ortiz, OCPO  
Jorge Robles, OAP

Contract No. 2304-01100  
Case Management System Solution

## **EXHIBIT 5**

### **Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

2/2/2023

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

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1441371 cFive Solutions, Inc. 17852 E 17th St, Suite 205 Tustin CA 92780	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACE Property and Casualty Insurance Company		20699
	<b>INSURER B:</b> ACE American Insurance Company		22667
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** CFISO01 **CERTIFICATE NUMBER:** 15271696 **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	D5279559A	1/18/2023	1/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	D5279559A	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	D5279559A	1/18/2023	1/18/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	Technology E&O/Cyber Liab.	N	N	D95889256	2/17/2023	2/17/2024	Limit: \$2,000,000, Retention: \$25,000

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

Cook County Government is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of Subrogation applies per attached endorsement(s) or policy language.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**15271696**Cook County Government  
118 North Clark Street Room 1018  
Chicago IL 60602

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

AUTHORIZED REPRESENTATIVE

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Cook County Government

118 North Clark Street Room 1018

Chicago, IL 60602

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15271696**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC - Pacific Series**

Lockton Insurance Brokers, LLC  
License #0F15767  
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524  
213-689-0065 / FAX: 213-689-0550  
[lockton.com](http://lockton.com)

Contract No. 2304-01100  
Case Management System Solution

## **EXHIBIT 6**

### **Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 23-1608      **Version:** 1      **Name:** cFive Solutions, Inc., Newport Beach, California  
**Type:** Contract      **Status:** Approved  
**File created:** 2/21/2023      **In control:** Board of Commissioners  
**On agenda:** 3/16/2023      **Final action:** 3/16/2023  
**Title:** PROPOSED CONTRACT

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

Vendor: cFive Solutions, Inc., Newport Beach, California

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

Good(s) or Service(s): Case Management System Solution Support and Maintenance

Contract Value: \$4,619,677.00

Contract period: 4/6/2023 - 4/5/2026, with two (2), one-year renewal options

Potential Fiscal Year Budget Impact:

	1280	1313	1326
2023	\$393,900.00	\$29,000.00	\$475,365.00
2024	\$674,986.00	\$50,000.00	\$814,906.00
2025	\$674,986.00	\$50,000.00	\$814,906.00
2026	\$281,086.00	\$21,000.00	\$339,542.00
	\$2,024,958.00	\$150,000.00	\$2,444,719.00

Accounts:

1280

11100.1280.10155.540135.00000.00000

11569.1280.21120.560225.00000.00000

1313

11100.1313.10155.540135.00000.00000

NA

1326

11100.1326.11265.540135.00000.00000

11569.1326.21120.560225.00000.00000

Contract Number(s): 2304-01100

Concurrences:

The contract specific goal set on this contract is Zero.

The Chief Procurement Officer concurs.

Summary: cfive Solutions Inc., implemented a commercial off-the-shelf (COTS) Case Management System (CMS) with configured and extensive customizations to the highly complex finance module to support the financial reporting obligation of the court, which was fully implemented in FY22. The proprietary COTS CMS has been highly customized, and the vendor does not provide 3rd party

vendors access to source code for support. This sole source is supports maintenance and future enhancements to support the court's ongoing use of the COTS CMS. Enhancements include establishing a new point of sale system that will allow the acceptance of electronic payments at all courthouses throughout the county. Additionally, this contract will support the court interfacing with the Administrative Office of Illinois Courts, Cook County Sheriff's SWAP, and the States Attorney Office to increase efficiencies across all organizations as it relates to real time data and reporting. The original contract was done via RFP and was awarded through the competitive process.

The CMS has increased efficiencies and communication within the court and has enhanced departments' ability to track probation and pretrial operations as well as related cashier and contract monitoring. The three departments currently supervise about 40,000 probationers and pretrial defendants.

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

**Sponsors:**

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

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/16/2023	1	Board of Commissioners	approve	Pass

**PROPOSED CONTRACT**

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

**Vendor:** cFive Solutions, Inc., Newport Beach, California

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

**Good(s) or Service(s):** Case Management System Solution Support and Maintenance

**Contract Value:** \$4,619,677.00

**Contract period:** 4/6/2023 - 4/5/2026, with two (2), one-year renewal options

**Potential Fiscal Year Budget Impact:**

	1280	1313	1326
2023	\$393,900.00	\$29,000.00	\$475,365.00
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	\$2,024,958.00	\$150,000.00	\$2,444,719.00

**Accounts:**

1280  
11100.1280.10155.540135.00000.00000  
11569.1280.21120.560225.00000.00000

1313  
11100.1313.10155.540135.00000.00000  
NA



1326  
11100.1326.11265.540135.00000.00000  
11569.1326.21120.560225.00000.00000

**Contract Number(s):** 2304-01100

**Concurrences:**

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**Summary:** cfive Solutions Inc., implemented a commercial off-the-shelf (COTS) Case Management System (CMS) with configured and extensive customizations to the highly complex finance module to support the financial reporting obligation of the court, which was fully implemented in FY22. The proprietary COTS CMS has been highly customized, and the vendor does not provide 3rd party vendors access to source code for support. This sole source is supports maintenance and future enhancements to support the court's ongoing use of the COTS CMS. Enhancements include establishing a new point of sale system that will allow the acceptance of electronic payments at all courthouses throughout the county. Additionally, this contract will support the court interfacing with the Administrative Office of Illinois Courts, Cook County Sheriff's SWAP, and the States Attorney Office to increase efficiencies across all organizations as it relates to real time data and reporting. The original contract was done via RFP and was awarded through the competitive process.

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

Contract No. 2304-01100  
Case Management System Solution

## **EXHIBIT 7**

### **Identification of Subcontractor/Supplier/Subconsultant Form**

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

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

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

Bid/RFP/RFQ No.: 2304-01100	Date: February 2, 2023
Total Bid or Proposal Amount: \$4,619,677.00	Contract Title: SOLE SOURCE AGREEMENT FOR PROFESSIO
Contractor: cFive Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: James L. Newman	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): jnewman@cfive.com	Email Address (Subcontractor):
Company Address 155 N Riverview Drive (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor): Anaheim Hills, CA 92808	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 949-260-3002 No Fax	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates 4/1/2023 -3/31/2026 (Contractor):	Estimated Start and Completion Dates (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	N/A

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

cFive Solutions, Inc.

Contractor

James L. Newman

Name

Senior Vice President

Title

*James L Newman*

2/4/2023

Prime Contractor Signature

Date

**EXHIBIT 8**

**Electronic Payables Program (“E-Payables”)**

**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

***This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").  
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 50 West  
Washington, Suite CL-25, Chicago, IL 60602 or [Epay.Support@cookcountyl.gov](mailto:Epay.Support@cookcountyl.gov).***

**DESCRIPTION**

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

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

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

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

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

**2. One-Time Use Credit Card – "SUGA" Settlement**

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

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## EXHIBIT 9

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

1.3. “*Cardholder Data*” means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

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

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

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

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

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

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

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

1.11. “*Data Protection Laws*” means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), 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 or as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. “*Developed Intellectual Property*” or “*Developed IP*” means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

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

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

1.17. “*Open Source Materials*” means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is



subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.18. “*Personally Identifiable Information*” means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) 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. “*Protected Health Information*” or “*PHI*” has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

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

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

## 2. services AND DELIVERABLES

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

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 County's scheduled retention; (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. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

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

### 4. WARRANTIES

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

4.2. **Developed Software.** Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

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

4.7. **Data Security.** Contractor represents and warrants that (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, 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. **Developed Intellectual Property.** Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

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. **Software Licenses.** This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

## 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 provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. 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 attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

## 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.

## 10. EXIT ASSISTANCE

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

## 11. miscellaneous



11.1. Survival. Sections 1 (Definitions for Special Conditions), 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.

## 12. EPIDEMIC DISRUPTION

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40 business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section \_\_ (*Transition Assistance*); and (b) nothing in this PSA Section \_\_ limits either party's rights set forth in PSA Section \_\_ (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

Contract No. 2304-01100  
Case Management System Solution

## **EXHIBIT 10**

### **Economic Disclosure Statement**

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
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](http://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](http://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](http://www.municode.com).

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

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

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

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

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

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



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

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

Name  
N/A

Address

**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:

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- 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.**







# 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 cFive Solutions, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 20-3898306

Street Address: 155 N Riverview Drive

City: Anaheim Hills State: CA Zip Code: 92808

Phone No.: 949-260-3002 Fax Number: \_\_\_\_\_ Email: jnewman@cfive.com

Cook County Business Registration Number: N/A  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 70297124

## Form of Legal Entity:

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

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_



**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
cFive Information Systems, Inc.	155 N Riverview Drive, Anaheim Hills, CA 92808	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
N/A		

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
N/A			

**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
Jeremy Burr	155 N Riverview Drive, Anaheim Hills, CA 92808	CEO/Pres	Indefinite
James Newman	155 N Riverview Drive, Anaheim Hills, CA 92808	Senior VP I Secretary	Indefinite
Guy Mahoney	155 N Riverview Drive, Anaheim Hills, CA 92808	Senior VP	Indefinite

**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

James L. Newman Senior Vice President

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

Signature

jnewman@cfive.com

E-mail address

Senior Vice President

Title

2-24-2023

Date

949-260-3002

Phone Number

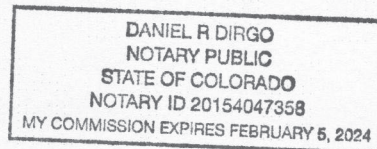
Subscribed to and sworn before me  
this 24 day of Feb, 2023.

My commission expires: 2-5-2024

X

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 cFive Information Systems, INC.

D/B/A: \_\_\_\_\_ FEIN # Only: 81-0983306

Street Address: 155 N Riverview Drive

City: Anaheim Hills State: CA Zip Code: 92808

Phone No.: 949-260-3002 Fax Number: \_\_\_\_\_ Email: jnewman@cfive.com

Cook County Business Registration Number: N/A  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

**Form of Legal Entity:**

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

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_



**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
cFive Investment Partners	4284 Arenzano Way El Dorado Hills, CA 95762	85%
cFive Investment Partners II	4284 Arenzano Way El Dorado Hills, CA 95762	6%

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
N/A		

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
N/A			

**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
Jeremy Burr	155 N Riverview Drive, Anaheim Hills, CA 92808	President	Indefinite
James Newman	155 N Riverview Drive, Anaheim Hills, CA 92808	VP I Secretary	Indefinite
Guy Mahoney	155 N Riverview Drive, Anaheim Hills, CA 92808	VP	Indefinite
Suken Shah	155 N Riverview Drive, Anaheim Hills, CA 92808	VP and Treasurer	Indefinite
Phillip Hall	155 N Riverview Drive, Anaheim Hills, CA 92808	VP	Indefinite

**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

James L. Newman

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

Signature

jnewman@cfive.com

E-mail address

VP, Secretary

Title

2-24-2023

Date

949-260-3002

Phone Number

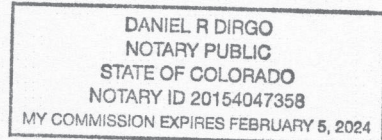
Subscribed to and sworn before me  
this 24 day of Feb, 2023

My commission expires: 2-5-2024

X

Notary Public Signature

Notary Seal







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

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

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

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

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

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

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

**Additional Definitions:**

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

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew

- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law

- ☒ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Halfbrother
- ☐ Halfsister



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

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**Name of Person Doing Business with the County: cFive Solutions, Inc.Address of Person Doing Business with the County: 155 N Riverview Drive, Anaheim Hills CA 92808Phone number of Person Doing Business with the County: 949-260-3002Email address of Person Doing Business with the County: jnewman@cfive.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:

James L Newman Senior Vice President 949-260-3002 jnewman@cfive.com

cFive Solutions 155 N Riverview Drive, Anaheim Hills CA 92808

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2304 - 01100

The aggregate dollar value of the business you are doing or seeking to do with the County: \$4,619,677.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Lorely Ortiz; Senior Contract Negotiator 312-603-3951

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: Jorge Robles, Assistant Director of Finance Adult Probation

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

*Check the box that applies and provide related information where needed*

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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



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

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

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

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

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

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

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



Name of Person Responsible  
for the General  
Administration of the  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

N/A

Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

N/A

Name of Employee of  
Business Entity Directly  
Engaged in Doing Business  
with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

N/A

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

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

Signature of Recipient

2-24-2023

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: 2304-01100

County Using Agency (requesting Procurement): Adult Probation

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): cFive Solutions, Inc.

Substantial Owner Complete Name: cFive Information Systems, Inc.

FEIN# 81-0983306

Date of Birth: \_\_\_\_\_

E-mail address: jnewman@cfive.com

Street Address: 155 N Riverview Drive

City: Anaheim Hills

State: CA Zip: 92808

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:

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

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



**IV. Request for Waiver or Reduction**

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

- No      There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No      Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No      Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No      Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

**V. Affirmation**

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

Signature: \_\_\_\_\_ Date: 2/24/2023

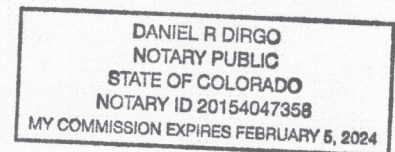
Name of Person signing (Print): James L. Newman Title: Senior Vice President

Subscribed and sworn to before me this 24 day of Feb, 2023

X \_\_\_\_\_  
Notary Public Signature

Notary Seal

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





## SECTION 5

## CONTRACT AND EDS EXECUTION PAGE

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

## Execution by Corporation

cFive Solutions, Inc.

Corporation's Name

949-260-3000

Telephone

Secretary Signature

James L Newman

President's Printed Name and Signature

jnewman@cfive.com

Email

2/24/2023

Date

## Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

## Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

## Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

23 day of Feb, 2023.

Notary Public Signature

My commission expires:

2-5-2024

Notary Seal

DANIEL R DIRGO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154047358  
MY COMMISSION EXPIRES FEBRUARY 5, 2024

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

SECTION 6  
COOK COUNTY SIGNATURE PAGE

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

Raffi  
Sarrafian

Digitally signed by  
Raffi Sarrafian  
Date: 2023.05.05  
15:59:39 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

*James Beligratis*

Assistant State's Attorney  
(Required on contracts over \$1,000,000)

March 29, 2023

Date

CONTRACT TERM & AMOUNT

2304 - 01100

Contract #

April 6, 2023 through April 5, 2026

Original Contract Term

Two (2) one (1) year renewal options

Renewal Options (If Applicable)

\$4,619,677.00

Contract Amount

3/16/2023

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS  
MAR 16 2023  
COM \_\_\_\_\_