

AMENDMENT NO. 7

This Amendment modifies Contract No. 13-18-078, for Interactive Voice Response System Consolidation and Replacement by and between the County of Cook, Illinois, herein referred to as "County" and TTEC Digital, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on December 4, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Interactive Voice Response System Consolidation and Replacement (hereinafter referred to as the "Services") from December 4, 2013, through December 3, 2019, in an amount not to exceed \$4,193,835.79, with two (2), two-year renewal options; and

Whereas, Amendment No. 1 was authorized by the County Board on September 14, 2016, for an increase in the amount of \$189,941.40, for additional scope of services and the Total Contract Amount was revised to \$4,383,777.19; and

Whereas, Amendment No. 2 was authorized by the County Board on June 28, 2017, for an increase in the amount of \$283,817.60 and to add Exhibit 1 to the Contract and the Total Contract Amount was revised to \$4,667,594.79; and

Whereas, Amendment No. 3 was executed by the Chief Procurement Officer on December 14, 2018, to assign the Contract from Adapt Telephony Services, LLC to Avtex Solutions, LLC; and

Whereas, Amendment No. 4 was authorized by the County Board on February 21, 2019, to increase and renew the Contract for two (2) years beginning December 4, 2019, through December 3, 2021, in the amount of \$1,289,878.60, for additional scope of services and the Total Contract Amount was revised to \$5,957,473.39; and

Whereas, Amendment No. 5 was authorized by the County Board on November 4, 2021, to add additional scope and renew the Contract for two (2) years beginning December 4, 2021, through December 3, 2023, and increase in the amount of \$960,997.79 and the Total Contract Amount was revised to \$6,918,417.18; and

Whereas, Amendment No. 6 was executed by the Chief Procurement Officer on February 28, 2023, to assign the Contract from Avtex Solutions, LLC to TTEC Digital, LLC; and

Whereas, the Contract will expire December 3, 2023, and the agreed upon Services are still required; and

Whereas, pursuant to Article 10 Section C of the Contract, the County and Contractor desire to extend the Contract for three (3) years beginning on December 4, 2023, through December 3, 2026; and

Whereas, pursuant to Article 10 Section C of the Contract, the County and Contractor desire to include additional scope of services to the Contract; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of \$3,985,792.20.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through December 3, 2026.
2. The Contract is increased by \$3,985,792.20 and the Total Contract Amount is revised to \$10,904,209.38.
3. The Contract is hereby amended to incorporate Attachment A – Statement of Work; Attachment B – County’s IT Special Conditions; and Attachment C – Genesys-specific documentation, including Genesys’ End User Agreement and Genesys’ T&Cs for Security; which are all made part of the Contract.
4. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment D are incorporated and made a part of this Contract.
5. The following is added as a new subsection at the end of Article 3(c):

(i)The language in this subsection (i) applies only to the professional services performed under the Statement of Work that is included as Attachment A to Amendment No. 7 to this Agreement. Consultant warrants that it will provide the professional services referenced in this subsection (i) in a competent and workmanlike manner in accordance with applicable industry standards and that they will materially conform to the specifications set forth herein. The warranty shall not apply: (i) to third-party Products (as hereinafter defined); or (ii) if the defect is caused by any County-provided tools, software, databases, hardware, design or data.

If the professional services referenced in this subsection (i) do not conform to the foregoing warranty, and County provides notice of such defect within 90 days after the delivery of the relevant services (“Warranty Period”), then Consultant will use commercially reasonable efforts to re-perform the relevant services at no cost to the County in a materially conforming manner so that they are conforming with the specifications. If Consultant is unable to re-perform the relevant services in a materially conforming manner within a reasonable period of time not to exceed 60 days, Consultant will provide County with a refund of the fees paid by County for the relevant, materially non-conforming services. The foregoing warranty is expressly conditioned on (i) County providing Consultant with written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify in reasonable detail the non-conformity; and (ii) County’s commercially reasonable cooperation with Consultant in all reasonable respects.

County acknowledges that any warranties for third-party hardware, software, software subscription services, pass-through cloud services, or pass-through maintenance services provided hereunder (each, a “Product”) are provided solely by the manufacturer/provider, and Consultant makes no warranties whatsoever, including without limitation, title, infringement, merchantability, fitness for any particular purpose, and any implied warranties that might arise through usage of trade, course of dealing, or course of performance. Contractor shall have no duty to defend, indemnify, or hold harmless County from or against any damages or costs incurred by County arising from the infringement of patents or trademarks or the violation of copyrights by third party / manufacturer products or services. Nothing in this Agreement shall be construed as expanding or adding to any warranty in any third-party manufacturer / service provider license agreement. The language in this section does not limit in any way the warranties and indemnities that Consultant has agreed to provide in the documents contained in Attachment C to Amendment No. 7 to

this Agreement.

6. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to County Board approval on October 19, 2023 the County and Contractor have caused this Amendment No. 7 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2023.11.02 10:28:55 -05'00'

Date: _____

TTEC Digital, LLC

DocuSigned by:
Steve Pollema
C0ECB3F626E4488...

Signed
Steve Pollema

Type or print name

By: Brian Tracy
State's Attorney (if applicable)
Brian Tracy
Type or print name (if applicable)

Title

Date: 10/26/2023

Date: Sep 15, 2023

ATTACHMENT A
STATEMENT OF WORK

Attachment 1:

IVR and Dialer Transition to Genesys Cloud

Statement of Work

Prepared for:

Cook County Government – Bureau of Technology

Prepared by:

Jessica Blount

Client Success Manager

Jessie.Blount@TTECDigital.com

(952) 646-0815

Jason Smith

Engagement Architect

April 14, 2023

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Exhibit 1: Schedule of Compensation

Description	Price Per Unit	Year 1	Year 2	Year 3	Total
Exhibit 2: Professional Services	\$194.62 per Hour	\$2,542,700.69	N/A	N/A	\$2,542,700.69
Exhibit 3: Genesys Cloud Software Subscription	\$2,200.00 Monthly	\$26,400.00	\$26,400.00	\$26,400.00	\$79,200.00
Exhibit 3: Genesys Cloud Support	\$330.00 Monthly	\$3,960.00	\$3,960.00	\$3,960.00	\$11,800.00
Exhibit 3: Annual IVR Usage Cost (Est.)	\$0.013 per Minute	\$120,528.00	\$120,528.00	\$120,528.00	\$361,584.00**
Exhibit 3: BYOC Cloud Usage Cost (Est.)	\$0.016 per Minute	\$14,485.00	\$14,485.00	\$14,485.00	\$43,455.00**
Exhibit 4: Legacy PureConnect System Maintenance	\$195,459.97 Annually	\$195,459.97	\$215,005.97	\$236,506.57	\$646,972.51*
Exhibit 5: Ad Hoc Project Development and Support	\$100,000 Annually	\$100,000.00	\$100,000.00	\$100,000.00	\$300,000.00
Grand Totals		\$3,003,533.66	\$480,378.97	\$501,879.57	\$3,985,792.20
<p>*PureConnect System Maintenance will only be collected if the County has not yet completed their migration to Genesys Cloud ahead of the annual renewal. There will be a 10% increase Year over Year which has been reflected in Year 2 and Year 3 in the table above.</p> <p>**Indicates an Estimate will be based on Usage</p>					

Grand Totals:

Exhibit 1: Schedule of Compensation: \$3,985,792.20

Exhibit 2: Professional Services \$2,542,700.69

Exhibit 3: Genesys Cloud Software and Support \$496,039.00**

Exhibit 4: Legacy PureConnect System Maintenance \$646,972.51

Exhibit 5: Ad Hoc Project Development and Support \$300,000.00

Exhibit 2: Professional Services

This Statement of Work (“SOW”) is governed by the terms and conditions of the Master Professional Services Agreement #13-18-078 executed 12/03/2013, as amended.

This SOW provides detail and governs work between TTEC Digital (Contractor) and Cook County (Client) to migrate the County’s on-premise Genesys PureConnect Platform to Genesys Cloud

This SOW covers the Professional Services for requirements gathering, design, configuration, development, testing and deployment of the County’s IVR Applications to the Genesys Cloud

The use of the Genesys Cloud platform is governed by the Genesys Cloud End User Agreement (“EUA”) dated April 27, 2023 provided as Exhibit XX.

Executive Summary

Whereas Genesys announced End of Life/ End of Support for the County’s current version of the Genesys PureConnect IVR and Outbound Dialer solution, Contractor shall lead the migration of the IVR applications in scope to Genesys Cloud. There are no inbound contact center requirements on the Genesys platform.

Genesys Cloud is a suite of cloud-based services for enterprise-grade collaboration, communications, and customer engagement. The platform is based on a distributed, global cloud architecture built in Amazon Web Services. It is designed to provide rapid deployment, maximum reliability, and unlimited scalability while connecting customers and employees in new and more efficient ways.

Contractor and County mutually agree that the goal of migration activities described in this SoW is to produce “like for like” feature functionality for the IVR business applications in scope which currently reside on the County’s legacy on-premise Genesys Pure Connect platform which, due to obsolescence must migrate to the supported Genesys cloud environment. However, it is important to note that Genesys Cloud is a new platform, and that configuration, customizations, and historical data will not transfer directly from one platform to the other. Contractor has reviewed Client’s PureConnect configuration while preparing this SOW and has proposed a solution to meet Client’s requirements as understood and based on the new technology, as more specifically set forth in the Application Summary, Architecture Summary, Client Responsibilities, and Out of Scope sections of this SOW. During the Design phase of the project under this SOW, Contractor shall produce a feature functionality matrix which compares the feature functionality of the planned-configuration details with the feature functionality of the IVR applications in the County’s legacy Pure Connect system. In cases where there is not feature parity, Contractor and Client will discuss and agree upon the best available alternative under the circumstances.

Cook County Bureau of Technology, as the centralized I.T. unit within Cook County, will act as the single point of client coordination for the activities described in this Statement of Work.

Solution Details

Architecture/Platform

Summary

- Client's Genesys Cloud Org will be provisioned in a FedRAMP-compliant environment. FedRAMP orgs are hosted in AWS region US-EAST-2.
- Client may require a PCI-compliant Genesys Cloud Org. PCI compliance auditing and certification of the Genesys Cloud FedRAMP region is in progress and will be completed in 2023.
- Client may require a HIPAA-compliant Genesys Cloud Organization. Information on this available option may be found on the following page: <https://help.mypurecloud.com/articles/hipaa-compliance-2/>
- Client may choose from the following end-user voice endpoints
- **Bring Your Own Carrier (BYOC) Cloud**
 - The design includes the BYOC Cloud telephony architecture. BYOC Cloud will allow Client to keep their existing carrier contract(s) and rate plans. The BYOC Cloud solution provides flexibility and interoperability to the Genesys Cloud suite of voice services by allowing configuration of SIP trunks between the Genesys Cloud AWS-based Edge and Media Tier and third-party carriers or other telephony systems over the public Internet. BYOC Cloud does not require any onsite Genesys Cloud hardware but may include the use of third-party hardware depending on the type of integration needed.
 - If Internet connectivity is lost in the office, those office users will not be able to make or receive calls or login to the user interface. They can use a backup Internet hotspot or work from an alternate location that has Internet access. Users working from home or another remote location with access to the Internet would still be able to login and make or receive calls (via USB headset, SIP phone or remote number) even if the Internet connection to the office is unavailable.
 - Additional information on BYOC Cloud may be found on the following page: <https://help.mypurecloud.com/articles/about-byoc-cloud/>
- Genesys Cloud services will be accessed entirely by Internet connection.
- Genesys will provide Call Recording and Document storage in the cloud.

Cisco Integration

- The original PureConnect IVR solution included SIP tie-lines to Avaya systems.
- Client has replaced their Avaya systems with Cisco Systems.
- The Cisco environment includes CUBEs deployed at 3 locations (Jail, Downtown, Stroger) to support external SIP trunks and connectivity between Cisco and PureConnect.
- Genesys Cloud will use Bring Your Own Carrier (BYOC) SIP trunks to connect to the Cisco CUBEs.
- The CUBEs will need to support new SIP trunk interfaces over the internet to Genesys Cloud.
- Client is responsible for Cisco and CUBE configuration.
- Incoming customer calls will first come into Client's CUBEs. When IVR is needed, the calls will be routed over the BYOC trunks to Genesys Cloud.
- Calls requiring further handling will be transferred from the Genesys Cloud IVR (using SIP REFER transfer) back to the Cisco CUBE from which the call originated for further routing within the Cisco solution.

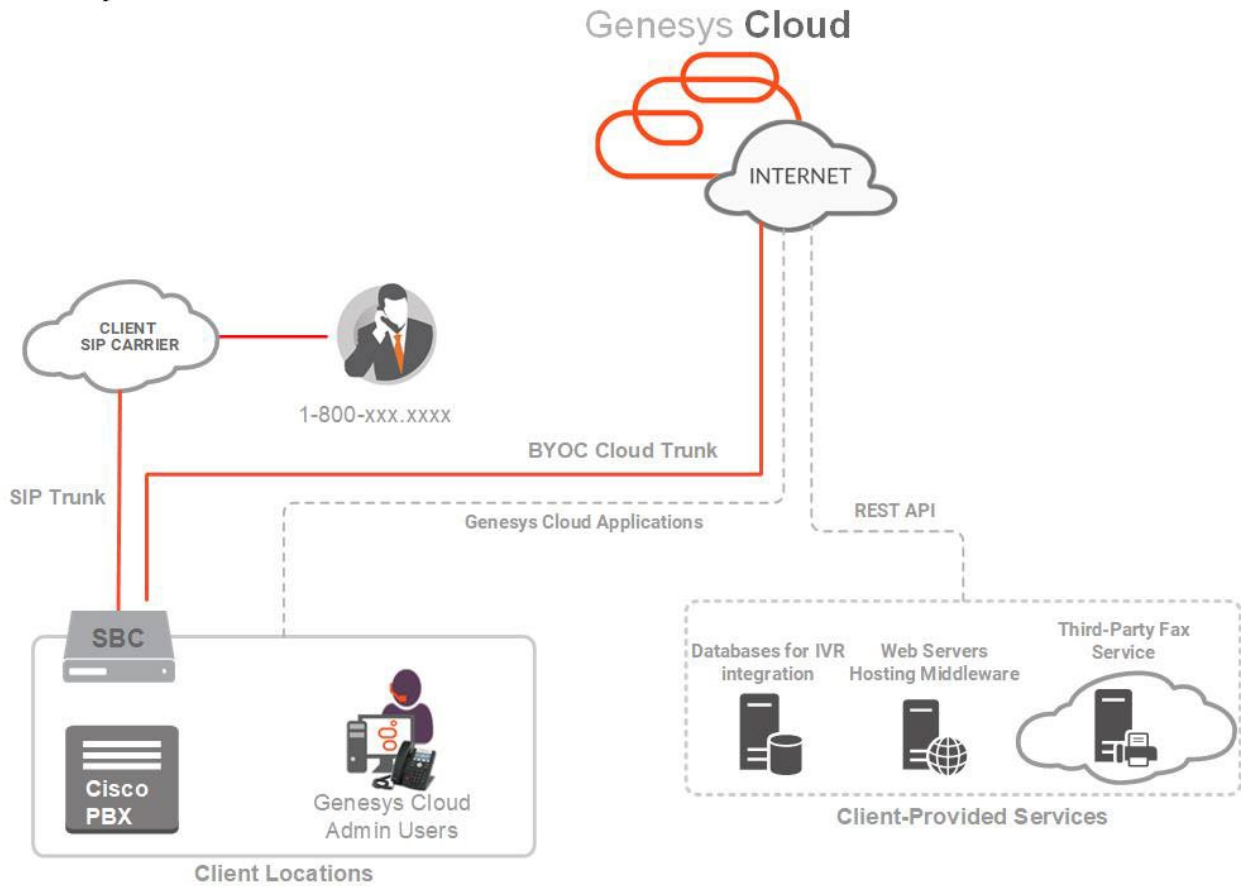
Locations

The following locations are in-scope for delivery of the solution outlined above and have been considered in the solution architecture and estimated professional services scope and fees:

- Jail
- Stroger
- Downtown

Architecture Diagram(s)

Genesys Cloud BYOC



Applications

Reporting

- The solution includes configurable Reports, Views, and Dashboards for appropriately licensed and configured users. Details can be found on the following page:
<https://help.mypurecloud.com/articles/about-reports-views-and-dashboards/>

Contractor will configure the Genesys Cloud Performance Views based on Client requirements, and schedule them to be delivered to the appropriate contacts. Configuration will be limited to the metrics that are available in Genesys Cloud. While the reporting is similar, there are some differences in Genesys Cloud, which Contractor will review with Client during the project design process.

Inbound and Outbound IVR

- **General**
 - All caller data entry will be provided via DTMF. Speech recognition is out of scope.
 - PureConnect IP Tables and Structured Parameters will be replaced with Genesys Cloud Data Tables where applicable.
 - Information will be played back to callers using a combination of Text to Speech and pre-recorded messaging. Scope includes the default Genesys Text to Speech engine. Additional options are available but would need to be added to the contract.
 - Genesys Cloud data integration is accomplished using REST-based web service calls to internet-accessible API endpoints. Where it is stated in this SOW that Client will provide a compatible REST API, the format must be in JSON, and Client will supply REST API contracts and samples of all calls requested for data lookups and IVR self-service.
 - Contractor shall re-use existing voice prompts as does exist today in the County's legacy Pure Connect system to minimize the need for re-recording any new prompts for the IVR applications in scope of the migration.
- **Cook County Assessor IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: The PureConnect screen-scrape integration to the mainframe or AS/400 system has been replaced with a web services integration.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.
 - Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.

- **Building and Zoning IVR**
 - Supported languages: English, Spanish, Polish
 - PureConnect IVR uses an ODBC connection to a SQL database to retrieve information
 - Contractor will provide IVR Data Actions to integrate with compatible REST APIs.
 - **Assumption:** Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.

- **Chancery Division IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: PureConnect IVR integration to the CICS database through the H&W WebTek Client has been replaced with a web services integration.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.
 - Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.

- **Child Support and Domestic Relations IVR**
 - Supported languages: English, Spanish, Polish
 - PureConnect IVR has integration to the CICS database through the H&W WebTek Client.
 - Some integration has been replaced with web services. However, WebTek integration is still used for payment data.
 - Contractor will provide a web service to integrate with WebTek for the applicable scenarios.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor web services or middleware.

- **Civil Division IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: PureConnect IVR integration to the CICS database through the H&W WebTek Client has been replaced with a web services integration.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.

- Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.
- **Clerk of the Board IVR**
 - Supported languages: English, Spanish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **County Clerk IVR**
 - Supported languages: English, Spanish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **County Clerk Recorder Division IVR**
 - Supported languages: English, Spanish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **County Division IVR**
 - Supported languages: English, Spanish, Polish
 - With exception of Faxback, this IVR only provides transfer options. It does not include any self-service or data integration.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.
 - Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.
- **Criminal IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: PureConnect IVR integration to the CICS database through the H&W WebTek Client has been replaced with a web services integration.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
- **Department of Corrections IVR**
 - Supported languages: English, Spanish
 - PureConnect IVR retrieves information from the CCOMS database on a Microsoft SQL Server.

- Contractor will provide IVR Data Actions to integrate with compatible REST APIs.
 - **Assumption:** Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.
- **Elder Law IVR**
 - Supported languages: English, Spanish, Polish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **Elections IVR**
 - Supported languages: English, Spanish, Chinese (Mandarin), Hindi
 - IVR retrieves information from the VRMS (Voter Registration Management System) SQL database using an ODBC connection.
 - Contractor will provide IVR Data Actions to integrate with compatible REST APIs.
 - Assumption: Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.
 - Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.
- **Ethics IVR**
 - Supported languages: English
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **Jury Administration IVR**
 - Supported languages: English, Spanish, Polish
 - PureConnect IVR has an integration to Passport, a Jury Administration mainframe application. This integration previously used screen-scrape technology but has been replaced with web services.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
- **Juvenile IVR**
 - Supported languages: English, Spanish, Polish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **Law IVR**
 - Supported languages: English, Spanish, Polish

- Assumption: PureConnect IVR integration to the CICS database through the H&W WebTek Client has been replaced with a web services integration.
- Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
- Client will provide an internet-accessible hosting location for any Contractor middleware.
- **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.
 - Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.
- **Pharmacy IVR**
 - Supported languages: English, Spanish, Polish
 - PureConnect IVR:
 - Retrieves information from McKessonRx system via web service
 - Writes data to a batching table.
 - Writes data to McKessonRx via web service
 - Assumption: Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.
 - Contractor will provide IVR Data Actions to integrate with middleware or Client's REST APIs
 - The IVR for the Pharmacy may be addressed through a separate agreement between Contractor and Cook County Hospitals (CCH). In no event will Contractor be entitled to payment from both County and CCH for the same services regarding the Pharmacy IVR.
- **Probate IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: PureConnect IVR integration to the CICS database through the H&W WebTek Client has been replaced with a web services integration.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
- **Property Tax Portal IVR**
 - Supported languages: English, Spanish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **Real Estate and Taxes IVR**
 - Supported languages: English, Spanish
 - This IVR does not include any data integration.

- **Risk Management IVR**
 - Supported languages: English, Spanish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **Social Service IVR**
 - Supported languages: English, Spanish, Polish
 - This IVR does not include any data integration.
- **Stroger Referrals IVR**
 - Supported languages: English, Spanish, Polish
 - IVR uses SOAP connection to IRIS database to access patient information
 - IVR writes status to IRIS database using SOAP connection for transfers to Financial Assistance and disconnects.
 - IVR plays information about scheduled appointments.
 - Assumption: Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.
 - Contractor will provide IVR Data Actions to integrate with middleware or Client's REST APIs
 - The Stroger Referrals IVR may be addressed through a separate agreement between Contractor and Cook County Hospitals (CCH). In no event will Contractor be entitled to payment from both County and CCH for the same services regarding the Stroger Referrals IVR.
- **Suburban IVR**
 - Supported languages: English, Spanish, Polish
 - This IVR only provides transfer options. It does not include any self-service or data integration.
- **Traffic IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: PureConnect IVR integration to the CICS database through the H&W WebTek Client has been replaced with a web services integration.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
- **Treasurer IVR**
 - Supported languages: English, Spanish, Polish
 - Assumption: PureConnect IVR access information in a mainframe or AS/400 system. The integration originally used screen-scrape technology but has been replaced with web services.
 - Contractor will provide custom middleware if needed for SOAP to REST translation depending on capability and accessibility of existing web services.
 - Client will provide an internet-accessible hosting location for any Contractor middleware.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.

- Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.
- **Vital Records IVR**
 - Supported languages: English, Spanish
 - With exception of Faxback, this IVR only provides transfer options. It does not include any self-service or data integration.
 - **Faxback**
 - PureConnect IVR allows caller to request a fax containing a list of selected documents.
 - Because Genesys Cloud does not directly support sending faxes from an application, this requirement will be fulfilled by integrating with the Cook County owned and on-premise Biscom Fax Server. The Biscom server offers a REST API for third party integration.
 - Client is responsible for Biscom hardware and software to support the integration.
 - Client will be responsible for allowing secure (HTTPS encrypted) access from the Genesys Cloud IP addresses over the internet to the internal Biscom Fax Server.
 - Contractor will configure Genesys Cloud to interface with the Biscom server using the Biscom Premise Server REST API using Data Actions for fax transmission.
- **Outbound Dialer: Pharmacy Reminder IVR**
 - This IVR places reminder calls for when a prescription is ready for pickup.
 - Contractor developed a SOAP web service that receives prescription updates from McKessonRx and then populates contacts into the database for Outbound Dialer calls.
 - Some updates are written directly to the Dialer database, and some are tracked in a database table before Dialer is updated.
 - Contractor will provide either a new REST web service (if supported by McKessonRx) or middleware to perform translation between SOAP and REST.
 - Client will also provide an internet-accessible hosting location for any Contractor middleware/web services so that they are able to communicate with Genesys Cloud.
 - Contractor will provide IVR Data Actions to integrate with all applicable REST APIs
 - The Outbound Dialer for Pharmacy Reminder IVR may be addressed through a separate agreement between Contractor and Cook County Hospitals (CCH). In no event will Contractor be entitled to payment from both County and CCH for the same services regarding the Outbound Dialer for Pharmacy Reminder IVR.
- **Outbound Dialer: Stroger Appointment Reminders IVR**
 - IVR initiated by Agentless Campaign
 - Plays information from the contact list and pre-recorded messaging

- IVR uses ODBC connection to a SQL database to check for callable records and to update call records
 - IVR uses SOAP connection to IRIS database to access and change appointment details.
 - Assumption: Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.
 - Contractor will provide IVR Data Actions to integrate with Client's REST APIs
 - The Outbound Dialer for Stroger Appointment Reminder IVR may be addressed through a separate agreement between Contractor and Cook County Hospitals (CCH). In no event will Contractor be entitled to payment from both County and CCH for the same services regarding the Outbound Dialer for Stroger Appointment Reminder IVR.
- **Outbound Dialer: Court Date Reminder IVR**
 - The IVR for the Office of the Chief Judge is used to notify individuals of upcoming court dates. The outbound calls made by this IVR are based on information provided by the Office of the Chief Judge and help improve communication with defendants concerning the location, date, and time of their next court appearance.
 - Notifications are provided in the following languages:
 - English
 - Spanish
 - Polish
 - Hindi
 - Mandarin
 - When calls are completed, a disposition code is written back to the Cook County Automated Call Reminder System.
 - Contractor will provide custom middleware to allow for integration to Client systems that do not support REST APIs. Client will need to provide a hosting location for this middleware.
 - Contractor will provide IVR Data Actions to integrate with Client's REST APIs
 - The PureConnect system retrieves a contact file multiple times per day and loads it into the appropriate Dialer contact list.
 - Contractor will build custom middleware to support automated contact list management using the Genesys Cloud API.
 - Client will provide an internet-accessible hosting location for the custom middleware.

Database Integration:

Many of the applications described above require database integrations to County-wide applications. To minimize the need for external development resources, contractor will develop to the existing API's utilizing the existing access methodologies which are currently in production on the County legacy's Pure Connect Platform. Contractor and County agree that screen scraping is out of scope for this SoW.

Database Integrations include:

- 1) Tyler IAS World, used for Assessor applications
- 2) Tyler IAS World used Treasurer IVR applications.
- 3) Tyler Odyssey used for Clerk of the Circuit Court IVR applications.
- 4) Jury Administration Database used for Jury Administration applications.

- 5) ACRS database used for Court Reminder application.
- 6) McKesson Rx used for Pharmacy applications.
 - a. This integration may be addressed through a separate agreement between Contractor and Cook County Hospitals (CCH). In no event will Contractor be entitled to payment from both County and CCH for the same services regarding this integration.
- 7) Clerk of the Circuit court WebTek services for the applicable scenarios in the Clerk of the Circuit Court IVR applications
- 8) Building and Zoning sql database used for the Building and Zoning IVR application.
- 9) CCOM data base used for the Department of Corrections IVR application.
- 10) VRMS (Voter Registration Management System) SQL database using an ODBC connection for the County Clerk Elections IVR application.
- 11) IRIS database used for Stroger appointment IVR application.

Out of Scope

- Configuration of multiple Divisions within the Genesys Cloud Org
- Connectivity to analog devices such as fax machines
- Implementation of other Contact Center functionality, including but not limited to:
 - ACD Queues / Routing
 - Workforce Management.
 - Configuration, Customization, Training for Genesys Cloud Speech and Text Analytics.
 - Agent Scripts.
 - Genesys Predictive Engagement.
 - Custom screen pop integration
- Third-party reports / dashboards-- Options are available if standard functionality does not meet requirements
- SSO identity-provider integration
- Integrations with third-party software or systems unless and then only to the extent set forth in this SOW.
- Dedicated Genesys Cloud Development Org. A separate subscription is required if Client would like to have a separate Genesys Cloud environment for Development / Test purposes.
- End-user workstation configuration
- Network infrastructure - hardware, wiring and cabling, and configuration
- Reimbursable Expenses (if applicable)

Implementation

After receipt of signatures on this SOW, Contractor will assign a Project Manager to Client. The Project Manager will be Client's single point of contact throughout the implementation process.

TTEC Digital Project Process

The Contractor Project Process and Management approach works hand in hand with Client's project team. The Contractor Project Manager is the main point of contact on the Contractor project team once the project is

initiated. The Project Managers are trained in various industry standard project management processes and many carry project management credentials.

Contractor’s Project Manager will bring implementation knowledge and experience for deploying similar projects and help Client’s project team understand and plan for the tasks they will need to complete to hit target timelines. A regular cadence of planning and status meetings will be scheduled with the core project team, and regular additional project communication will be provided through status and budget reporting and dedicated SharePoint project portals for collaboration.

The Contractor Project Process methodology follows a five (5) Phase process, with Project Management throughout the project.



Initiate & Define

Contractor will assign the project team upon signature, and the project team will work with the sales team to transition the project into delivery and kick-off the project with Client. Any design workshops, final design documentation required, and infrastructure readiness will occur during this phase.

Key definition deliverables in this phase are listed as follows:

Key Assessment Deliverables	Project Management Deliverables
<ul style="list-style-type: none"> Finalized Business and technology requirements. Initial Testing Approach and Plan Initial Deployment Plan 	<ul style="list-style-type: none"> Baselined Project Work Plan Weekly Project Status Report Issue List, if any Change Control Process and escalation. Project Governance Structure description Project Communication Structure

Key design deliverables in this phase are listed as follows:

Deliverable	Responsibility	Cook County Acceptance Criteria
Revised Project Work Plan, if necessary	Contractor	Sign-Off by BoT and Using Agency
Design Specification for Telephony Integrations	Contractor	Acceptance by Bot of Configuration Documentation including architectural diagrams, Host names, VM's ; IP's Interfaces; line groups, dial plan; SIP integrations;
Design specification for Database integration between Genesys Cloud and County's application databases	Contractor	Acceptance by Bot of Configuration Documentation including High level diagrams; Host names, VM's ; IP's; data elements; access method
Calls Flows and Scripts for Each IVR application in Scope.	Contractor	Acceptance by BoT of Call Flow and script documentation
Compiled list of canned and scheduled reports for the IVR applications in Scope comparable to the reports in legacy Pure Connect system	Contractor	Acceptance of reports list by BoT

Build

Contractor engineers, developers, and application consultants will complete installation, configuration and custom development work included in the scope of the project. Base functionality and unit testing are completed by resources as part of their efforts during the solution build. Quality Assurance test scripts are written during this phase for any Quality Assurance testing that has been included in the project.

Key deliverables for this phase are:

Deliverable	Responsibility	Cook County Acceptance Criteria
Revised Project Work Plan, if necessary	Contractor	Sign-Off by BoT and Using Agency
Test Cases: A matrix of business use cases representing each existing IVR application and expected results	Contractor	Sign-Off by BoT and Using Agency
Completed Telephony Integration of SIP Trunking between Genesys Cloud and County on Premise Cisco Unified Communication Servers	Contractor	Review & Sign-off System Test results by BoT and Using Agency
Completed Database integration between Genesys Cloud and County's application databases	Contractor	Review and sign off of System Test results by BoT and Using Agency

Deliverable	Responsibility	Cook County Acceptance Criteria
Development and unit testing of all IVR applications in scope	Contractor	Review and sign off of System Test results by BoT and Using Agency
Configuration of canned and scheduled reports for the IVR applications in Scope	Contractor	Review and acceptance of reports by BoT and Using Agency

Test & Train

The Test and Train phase requires resources other than the original engineer, developer and/or consultant to test the solution and verify it meets agreed-upon designs, and most importantly requires the customer to test the solution and confirm the required functionality and business cases are tested to ensure that it meets requirements. Adjustments will be made based on Quality Assurance (QA) and User Acceptance Testing (UAT) test results if they did not meet the design requirements. Occasionally, new requirements result from business test-cases that may require change requests, which will be handled through the Project Change Management Process.

Contractor QA testing will be completed, if included in the scope at the beginning of this phase. Contractor trainers will train Client's key resources, i.e., SMEs, Team Leads, Trainers, Administrators during this phase, most often prior to UAT to ensure Client's UAT testers are able to effectively complete test scripts. The UAT will then be completed by Client during this phase, any resulting issues that do not meet the agreed upon design addressed by the project team and acceptance of the solution required prior to finalizing the deployment plan. Client's trainers will complete preparations for their end user training in the Deploy Phase in conjunction with the UAT period.

Key deliverables for testing phase include:

Key Testing Deliverables	Responsibility	Cook County Acceptance Criteria
SIT Test Results	Joint: Contractor, Cook County BoT,	Sign Off by BoT and Using Agency
UAT Test Results	Joint: Contractor, Cook County	Sign Off by BoT and Using Agency
Final Deployment Plan	Joint: Contractor, Cook County	Sign Off BoT and Using Agency
Go-Live Criteria	Joint: Contractor, Cook County	Sign Off by BoT and Using Agency

Key deliverables for training include

Key Steps	Description	
Step 1 – Go Live	The IVR is deployed to live production operation.	Joint: Contractor and County
Step 2– Post “Go-Live” Support	Two weeks of post “go-live” support is provided. Contractor team members will be available to answer any questions and help resolve any “go-live” issues.	Joint: Contractor and County
Step 3 – Review outstanding Defects and Remediation Plan	Any outstanding defects are reviewed with Cook County and agreement is reached on a remediation schedule and plan.	Joint: Contractor and County
Step 4 – Transition to Support	Transition from the Contractor project team to the Contractor support team.	Contractor
Step 4 – Project Close Out	To formally close out the project.	Contractor

Deploy

The Deploy Phase includes putting the new solution into a production environment, or the final environment included in the solution and scope.

Transition & Accept

The Transition & Accept phase handles transitioning the environment from the project team to the appropriate support organization, be that an Contractor Support team or Client’s support organization. The hand-off to support will usually take place within a few days of production usage to ensure the best coverage for a production system, particularly during non-business hours. Most projects include a short Post Implementation Support / Hyper Care period of about two weeks, unless otherwise agreed to, to handle post-production questions and punch-list items to ensure a smooth transition. This phase also includes any additional environment refreshes and any training that requires production data to complete.

Project Management and Control

Project Management encompasses the project and occurs from the beginning of the project until the project is accepted and closed.

Contractor Responsibilities

Project Management

- Project kickoff and planning session
- Project plan / timeline
- Change management plan
- Communication plan
- Project acceptance criteria

- Weekly status reports
- Training plan
- Provide cutover support
- Manage post-cutover issue resolution
- Transition plan

Business Analysis

The Business Analyst is responsible for working with Client to review business goals, objectives, and customer journey through the Contact Center and work with the Contractor project team to document and help in the successful delivery of those goals and objectives. The Business Analyst role is occasionally shared in some areas, and some technical design sessions may be led by a skilled developer working in concert with a Business Analyst and Project Manager where appropriate. The Business Analyst will also be assigned to assist with kicking off the UAT phase.

- Complete Genesys Cloud configuration design meetings and documentation
 - Queues, Users, Skills, Recording Policies, etc.
- Complete IVR and call flow design meetings and documentation
 - Map out call routing in Visio
- Complete review of out of the box reports
- Complete and document reporting requirements
- Additional tasks as assigned
 - UAT kick-off and guidance, if not provided by a Training Consultant
 - Participate in UAT status and issue tracking calls
 - Go-live support

Cloud Engineering and Development Services

- Genesys Cloud Org Setup
- Configure Genesys Cloud BYOC Cloud services and SIP trunk connectivity to Client carrier(s) and/or other telephony platform(s) as described in this SOW.
- Configure users and phone management
- Implement application functionality as described in this SOW
- Testing
- Cutover support
- Post-cutover issue resolution

Quality Assurance

Contractor assigns an additional resource that did not complete the initial Genesys Cloud configuration and development to complete a secondary set of Contractor testing in key areas prior to turning the solution over to Client for UAT. This role can be filled by a single resource or a limited set of multiple resources. The QA resources are business analysts, training consultants, project managers or other engineers and developers as the project scope and timeline demands.

Responsibilities include:

- Writing test scripts that will be used for QA and UAT execution
- Executing all QA test scripts
- Creating issue tickets for Build team to troubleshoot and resolve
- Supporting customer during UAT

Training

- Contractor training services will be provided remotely using the Train the Trainer method and will include the following training classes and quantities as shown below.
 - Genesys Cloud Private Training: Business User – QTY: 4
 - Genesys Cloud Private Training: Contact Center Administrator – QTY: 4
 - Please Note: This class does not include the Architect “Flow” design tool or Data Action integrations.

Key training Deliverables	Responsibility	Cook County Acceptance Criteria
Develop Training Plan	Contractor	Includes proposed audience, training content by audience, delivery method and leave behind documentation
Deliver System Administration Training	Contractor	Sign Off by Cook County BoT and Using Agency
Deliver Business User Training	Contractor,	Sign Off by Cook County BoT and Using Agency
Produce leave-behind documentation for System Administrator	Contractor	Sign off by Cook County BoT and Using Agency
Produce leave-behind documentation for Business Users	Contractor,	Sign Off by Cook County BoT and Using Agency

Implementation Assumptions

Without limitation of any other assumptions set forth in this SOW, the professional services for the project under this SOW are based on the following assumptions:

- The implementation for Genesys Cloud will be a single project phase but will support multiple cutover events , during which all relevant locations, departments, and groups will be prepared to “go live” on the platform. Each scheduled event requires additional cutover and post-cutover support.
- Remote support for cutover / go-live
- Remote web-based training
- A single project phase with multiple cutover events will be used in which the entire proposed solution will be designed, developed, tested and delivered. Multiple design, build, testing and deployment phases require re-engagement of resources to repeat the applicable sequence of events in the

Contractor Project Process and will require evaluation of impact from a budget, resource and timeline perspective.

- Contractor will support up to 4 weeks of Client UAT.
- Contractor services will be performed remotely. Travel expenses are not included in the project cost / pricing estimate, below.
- The Project Change Management Process will be used to address any requests for work or services that were not explicitly included in this SOW.

Client Responsibilities

Without limitation of additional duties or responsibilities set forth in this SOW or the MSA, Client is responsible for:

- Firewall configuration to support Genesys Cloud ports and services:
<https://help.mypurecloud.com/articles/purecloud-ports-services/>
- Network readiness and configuration according to the Genesys Cloud requirements:
<https://help.mypurecloud.com/articles/customer-network-readiness/>
- Completion of network assessment. Genesys requires that clients complete a network assessment prior to Go Live. Genesys provides a tool that must be run on one or more computers on Client's network. The purpose of the assessment is to validate good connectivity between the Client network and Genesys Cloud to help ensure a successful implementation. Contractor will assist Client in accessing the tool and will review the results with Client before submitting to Genesys. For more information, please see the following pages:
 - <https://help.mypurecloud.com/articles/genesys-cloud-network-readiness-assessment-faq/>
 - <https://help.mypurecloud.com/articles/run-the-genesys-cloud-network-readiness-assessment/>
- Ensuring end-user workstations meet Genesys Cloud requirements:
<https://help.mypurecloud.com/articles/purecloud-requirements/>
 - Based on experience, Contractor requires at least 8 GB (recommended 16 GB) of RAM. While this may be above the documented "minimum" requirements from Genesys for the end-user workstation, it is typical for software manufacturers to state minimum specifications based on no other applications running at the time on the machine, whether in the foreground or background, and under optimal conditions. Other applications running on the end-user workstation, both web and local, should be considered in aggregate to avoid running into hardware issues that may impact audio calls for WebRTC stations or the Genesys Cloud client performance or functionality.
- Ensuring appropriately sized internet connectivity for Genesys Cloud services. Bandwidth calculations are based on IP Endpoints and codecs utilized.
- If the information is available (e.g. replacing an existing voice platform), Client shall provide a Line Usage Report that will help Contractor ensure that the Genesys Cloud Edge devices (for both premise and cloud telephony architectures) have been sized correctly to support peak call volume requirements.
- If connecting to any Client-provided carrier services or other telephony systems, Client is responsible for the installation and configuration of any SIP Session Border Controller (SBC) or telephony gateway devices. Client is also responsible for verifying their SIP carrier interoperability with any SBC devices that will be used as part of a SIP trunk integration. Some carriers support a specific list of devices and may

require additional testing. Contractor professional services do not include third-party validation/certification testing.

- Phone placement and connectivity to power and network
- Assisting with any physical tasks (server install, etc.) due to anticipated remote work involved in the project
- All additional Client Responsibilities described in this SOW or the MSA
- Performing UAT
- Adhering to the project timeline, cooperating with Contractor, and providing timely responses to requests for information, decisions, access, testing, and/or approvals.
- Remote Access: If remote access to any Client systems is required for this project, Contractor will work with Client to determine the best option to meet the needs of the Contractor consultants as well as Client. Contractor professional services teams assume that any necessary remote access into Client systems will be provided directly via Client-approved VPN/remote access tools. Additional costs may apply if Client requires chaperoned screen sharing access.

Professional Services Pricing

Contractor Implementation Services				
Quantity	Description	Service Unit Price	Extended Support Price	Extended Services Price
1	Project 1: Contractor Implementation Services	\$3,155,498.50	\$0.00	\$3,155,498.50
Total Contractor Implementation Services			\$0.00	\$3,155,498.50

Pricing Summary	
Contractor Services Sub-Total	\$3,155,498.50
Contractor Services Discount	(\$612,797.81)
Contractor Services Grand Total	\$2,542,700.69

Total Professional Services Fees	\$2,542,700.69
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This quote (ID: QUO-30783-J0R9J5 Rev. 0) expires on 12/31/2023.

All pricing displayed in: US Dollar and does not include any applicable taxes or out-of-pocket expenses.

Additional Information

The project estimate provided represents Contractor best estimate given the information that has been provided, Contractor interpretation of this information, and Contractor experience with similar projects. Contractor reserves the right to adjust the project estimate based on Client requested functional changes. Project adjustments will be communicated, discussed, and agreed upon by Contractor and Client prior to being implemented.

Contractor requires a fully signed SOW to confirm the date(s) of any engagement, which must be received a minimum of ten (10) business days in advance of any engagement date(s). A delay in Contractor prompt receipt may result in rescheduling the engagement(s) for a later date.

Project Change Management Process

Changes to this SOW will be negotiated separately through the Project Change Management process. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the SOW, which may include changes to the Deliverables, Project fees and charges and / or the schedule. Amendments to the SOW must be made in writing with the prior approval of both parties. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

Scope Changes

1. Identify and log the request	Contractor shall furnish a standard Project Change Request (PCR) Template identify & log requested changes to scope.
2. Assign for analysis	Contractor will provide an analysis assessing the impact to the project cost scope and schedule. Changes that can be accommodated within the existing project framework are incorporated with no further actions. Those involving cost, schedule, or scope, are moved along to the following next steps.
3. Assess options	Contractor shall furnish Analysis to Project Team, where options will be considered, business benefits analyzed and impacts on the project schedule, Cost, and resources will be evaluated.
4. Decide on a course of action	For changes that impact cost, schedule, scope, or work products, the Project Manager, in conjunction with the County's Project Manager, decide on a recommended course of action.
5. Secure approvals	1) Changes that impact total project cost, or materially change the Scope of Deliverables, shall require approval of the County Chief Procurement Officer.
	2) Changes that require substitutions of equipment or software for compatibility reasons, but do not have an impact to total project cost shall require approval by County Project Manager and Director of Telecommunications.
	3) As determined by the County, certain requests may require involvement of an Executive Steering Committee (or project Sponsor), depending on their size, cost, and scope.
	4) For change requests that reduce the scope for Cook County Hospitals (CCH), the total value of SoW (\$2,542,700.69) will be reduced by the number of hours not performed on the task at the \$194.62 hourly rate and will not be due or owed by the

	County; provided, however, that CCH enters into a contract with TTEC for an amount no less than the scope reduced by this section.
6. Issue Change Order	A formal Change Order is issued upon mutual agreement of the parties. Change orders that increases total project cost or materially impact the scope of deliverables require an executed contract amendment approved by County Chief Procurement Officer and possibly the Cook County Board of Commissioners.
7. Log and communicate decision	Contractor shall log Change Order and communicate to the project team, and stakeholders affected by the change.

Project Assumptions, Constraints, and Identified Risks

Risks

If system downtime is required, Contractor will take every precaution that these down times are planned and minimal and will coordinate with Client staff to alert Client employees to these occurrences if possible. Contractor is not responsible for the failure of incompatibility of any hardware devices or software: (i) that was not procured directly from Contractor, or (ii) any hardware or software procured directly from Contractor that is not covered by an Contractor support agreement or is outside of any warranty period. In the event such a hardware device or software fails to perform, Contractor can, upon Client written request, provide best efforts assistance in fixing the failed device(s) or software at Contractor then current Time and Material (T&M) rates as detailed in a separate mutually agreed upon document.

Contractor would also appreciate minimal employee traffic in the work area if onsite. It is Contractor goal to complete this project in a timely and efficient manner. Any assistance Client can lend in minimizing interruptions to avoid prolonging the project will be of benefit to both parties.

Project Fees and Payment Terms

All approved Change Orders and expenses will be invoiced separately from the SOW.

Fixed Price Professional Services

The Professional Services under this SOW are fixed price for completing a specific task, the following Payment Terms apply:

Fees for professional services outlined in this SOW will be divided across 14 Milestones:

Milestone	Amount Due
Project Kickoff	\$181,621.48
7 out of 31 IVRs Build Complete	\$181,621.48
7 out of 31 of IVRs UAT Complete	\$181,621.48
7 out of 31 of IVRs Deployed to Production	\$181,621.48

15 out of 31 IVRs Build Complete	\$181,621.48
15 out of 31 IVRs UAT Complete	\$181,621.48
15 of 31 IVRs Deployed to Production	\$181,621.48
23 of 31 IVRs Build Complete	\$181,621.48
23 of 31 of IVRs UAT Complete	\$181,621.48
23 of 31 of IVRs Deployed to Production	\$181,621.48
31 out of 31 of IVRs Build Complete	\$181,621.48
31 out of 31 IVRs UAT Complete	\$181,621.48
31 out of 31 of IVRs Deployed to Production	\$181,621.48
Transition to TTEC Cloud Support Complete	\$181,621.48
Total	\$2,542,700.72

To tabulate the completion of a payout due above, Contractor and Client will monitor progress of milestones completed in a table such as below:

Agency	IVR Built	UAT Test & Sign Off	Application Cut-over
Assessor			
CC-County Clerk			
CC - Elections			
CC - Clerk of the Board			
CC - Real Estate & Taxes			
CC - Recorder of Deeds			
CC - Vital Records			
CCC - Chancery			
CCC - Child Support & D.R.			
CCC - Civil			
CCC - County Division			
CCC - Criminal Division			
CCC - Juvenile			
CCC - Law			
CCC - Probate			
CCC - Suburban			
CCC - Traffic			
CCC- Outbound- ACRS			
CCH- Outbound Stroger			
CCH-Outbound- Pharmacy			
CCH-Pharmacy			
CCH-Stroger			

OCJ-Elder Law			
OCJ-Jury Admin			
OCJ-Social Services			
OUP-Building & Zoning			
OUP-Ethics			
OUP-Risk Management			
Property Portal			
SHF-Department of Corrections			
Treasurer			
Total	-		

Exhibit 3: Genesys Cloud Software, Support, IVR/BYOC Cloud Usage Estimates

- **Genesys Cloud Deployment Type:** New Org
- **License Model:** Concurrent User
 - In a Concurrent User licensing model, Genesys Cloud counts the maximum number (peak) of concurrent (simultaneous) users during a billing period. To support shift changes, usage peaks shorter than 30 minutes in duration are disregarded
- **Billing Type:** Annual Pre-Pay
- **Billing Period:** Annually
- **Start Date:** At the end of the Ramp Period
- **SOW Term:** 36 Months (4 Month Ramp Period + 32 Month Initial subscription Term)
- **Initial Subscription Term:** 32 Months
- **Renewal Term:** Does Not Automatically Renew.
- **Ramp Period:** The Ramp Period for this implementation will be 4 months. Ramp Period is used as implementation time. During the Ramp Period, Client will be invoiced for one-time fees and Client's use of telco, messaging, third party and Contractor products and services, and taxes (if applicable). Payment terms for the Contractor professional services are stated below in the Fees section. If usage exceeds commitment, Contractor reserves the right to increase Client's commitment or invoice Client's usage in excess of commitment. Billing will be in arrears for telco and messaging. At the end of the Ramp Period, the full subscription / recurring subscription contract commitment for thirty party services will begin in accordance with the Subscription / Recurring Subscription Details, above. The minimum recurring Genesys Cloud fees do not apply during the Ramp Period. NOTE: Implementation duration may differ from Ramp Period.

Additional Usage Costs and Terms

Important Notes

- BYOC and IVR Usage Analysis
 - Contractor completed a review of Client's IVR usage minutes in PureConnect. From 2020 to present, the average monthly minutes have been 599,013.
 - Each minute that a call is connected to the Genesys Cloud IVR will incur BYOC Cloud usage and Basic Routing / IVR usage.
 - Genesys provides an allowance of BYOC Cloud and Basic Routing / IVR usage as part of each Genesys Cloud user subscription. This is called the Fair Use Policy, described further in the table below.
 - Each Genesys Cloud 3 Concurrent user subscription includes:
 - 6,500 BYOC Cloud minutes
 - 4,225 Basic Routing / IVR minutes
 - This SOW includes 8 Genesys Cloud 3 Concurrent User subscriptions. Client's monthly fair use allowance will therefore be:
 - 52,000 BYOC Cloud minutes
 - 33,800 Basic Routing / IVR minutes

- Client’s average monthly minutes minus the above allowances would leave an average remainder of 547,013 BYOC Cloud minutes and 565,213 Basic Routing / IVR minutes.
- BYOC Cloud Usage pricing for FedRAMP is \$0.0016 per minute. Based on an average of 547,013 minutes after the allowance, Client’s estimated cost would be \$875 per month.
- Basic Routing / IVR Usage pricing for FedRAMP is \$0.013. Based on an average of 565,213 minutes after the allowance, Client’s estimated cost would be \$7,347 per month.

<p>Genesys Cloud Fair Use Policy</p>	<p>Genesys offers all customers a Genesys Cloud fair use policy for the following product features: BYOC Cloud Data storage Basic routing / IVR API on demand Voice transcription You can use up to the “fair use” amounts allocated by your license tier and license type per month. If you exceed your provided allocation, you are billed an overage charge. Additional information may be found on the following page: https://help.mypurecloud.com/articles/genesys-cloud-fair-use-policy/</p>
<p>Genesys Enhanced TTS Standard Voice</p>	<p>Third Party Product Genesys Enhanced Text-to-Speech (TTS) standard voices can be used to expand language support and enables flow authors to select the most appropriate TTS voice for their organization. Architect can now integrate with the Genesys Enhanced TTS engine for Genesys Enhanced playback within Call Flows and TTS Standard Bot Flows. TTS usage is billed Voice per 1 million TTS characters and requests will be processed by Alphabet, Inc. Google Cloud Text to Speech. Customer data is only processed in real-time by Alphabet, Inc, and not stored. This processing may take place in any Alphabet data center globally, based on server availability. You consent to such potential transfers.</p> <p>Genesys Enhanced Text-to-Speech (TTS) converts text into natural sounding language available in 470 voices across 86 languages. Neural networks allow Genesys Enhanced TTS to produce high quality audio giving customers a better user experience across IVR and voicebots, including Dialog Engine Bot Flows. This feature is made available as a self-service add-on with a no commitment required. TTS usage is included free of charge when used in Dialog Engine Bot Flows. Usage fees below are incurred when used in Architect Call Flows. Contractor will provide client notice prior to any usage fee price increases. No price increase shall apply to Client unless the increase (i) is broadly applicable to all Contractor customers of such services, and (ii) does not exceed two times the usage fee rates in effect on the effective date of this SOW. The current rate is \$5.00 USD per unit. https://appfoundry.genesys.com/filter/genesyscloud/listing/7279fb96-a8eb-4019-bb94-879b92a6cf82</p>

Genesys Enhanced TTS Wavenet Voice	<p>Third Party Product Genesys Enhanced Text-to-Speech (TTS) advanced voices can be used to expand language support and enables flow authors to select the most appropriate TTS voice for their organization. Architect can now integrate with the Genesys Enhanced TTS engine for playback within Call Flows and TTS Wavenet Bot Flows. TTS usage is billed Voice per 1 million TTS characters and is rounded up. Contents of TTS requests will be processed by Alphabet, Inc. Google Cloud Text to Speech. Customer data is only processed in real-time by Alphabet, Inc, and not stored. This processing may take place in any Alphabet data center globally, based on server availability. You consent to such potential transfers. Contractor will provide client notice prior to any usage fee price increases. No price increase shall apply to Client unless the increase (i) is broadly applicable to all Contractor customers of such services, and (ii) does not exceed two times the usage fee rates in effect on the effective date of this SOW. The current rate is \$20.00 USD per unit.</p> <p>https://help.mypurecloud.com/articles/genesys-enhanced-tts-pricing/</p>
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Contractor will order hardware, software, subscription / recurring subscriptions, pass-through cloud services and/or pass-through services from the third parties / manufacturers as set forth in this SOW. Client acknowledges that Contractor is not the manufacturer of the third-party products and not the provider of third-party services.

Once an order for hardware, software, recurring subscriptions, or Products has been placed by Contractor for or on behalf of Client and accepted by the third-party Manufacturer, such orders are noncancelable, unless the third-party Manufacturer allows the cancellation.

Client shall implement reasonable and appropriate technical and organizational measures to its systems and any applications (i) used by Client, (ii) provided by Client for Contractor to use, or (iii) to which Client grants Contractor access for or in the provision of the services. Such technical and organizational measures shall be designed to ensure a level of security appropriate to the risk presented by the access and/or processing of data, including but not limited to implementing role-based access, monitoring, reporting, and alerts.

Fees

Licenses and On Demand Fees

Hardware, perpetual software, and the minimum annual commitment set forth in the Pricing section of this document for any Subscription services, and applicable support fees and/or maintenance will be invoiced 100% upon signed agreement and due before work commences. The payment of Subscription services and their associated support fees will apply to the Ramp Period and the first year of the Subscription Term.

Genesys Cloud service usage beyond the minimum pre-paid commitment will be invoiced monthly, in arrears for the additional consumption at the current on demand rates, plus applicable support charges.

On Demand pricing for items included in this agreement will be charged as follows:

On Demand Pricing		
Part Number	Description	Price
GEN-GCFR-170-NV-USR3C	Genesys Cloud 3 Concurrent User-FR	\$275.00/User

The minimum charge, regardless of usage and not including tax, for Genesys Cloud license subscription fees with a monthly payment structure will be the greater of (i) \$2,000.00 USD per month or, (ii) the Minimum Monthly

subscription/recurring subscription fees set forth in the pricing table covering subscription/recurring subscription fees above in this document. The minimum charge for a Genesys Cloud subscription/recurring subscription with an annual payment structure, regardless of usage and not including tax, will be the greater of (i) \$24,000.00 USD per year, or (ii) the annual / yearly subscription/recurring subscription fee set forth in the pricing table covering subscription/recurring subscription fees above in this document. These minimums only apply to the license subscription / recurring subscription fee, and do not apply to other fees such as services, virtual Edge devices, hardware, etc. Client agrees to pay such minimum monthly or annual fees for the initial subscription term and any renewal subscription term(s).

Fees for any hardware, software, third-party / Manufacturer services, and/or applicable maintenance will be invoiced 100% upon signature and payment is due before work commences.

Billing Profile Information:

Billing Address: Cook County, BOT; 27th Floor, 69W Washington St Chicago IL 60603
Billing Contact Name: Doug Coupland, Director of Telecommunications
Contact Phone: 312-693-1498
Contact Email: BOT.BusinessOffice@cookcountyil.gov

No change to current billing information

Genesys Cloud Support

This Cloud Support Addendum (“Addendum”) details the maintenance and support (“Support”) of the Cloud Service (“Service”) and is governed by the terms and conditions of the master contract #13-18-078 between the parties executed 12-23-13, as amended. Any Capitalized terms not defined herein shall have the meaning ascribed to it in the master contract or the SOW.

1. TERM AND AMOUNT.

The term of this Addendum will align to the term of the SOW. The amount for Support is stated in the SOW, not including any applicable taxes or On-Demand Licenses. Support charges for On-Demand Licenses, if used, will be billed monthly in arrears at a rate of fifteen percent (15%) of On-Demand License costs plus any applicable taxes. To the extent, additional usage fees are incurred, because monthly IVR Minutes exceed contractual commit/allotted capacity, additional support fees will be charged monthly in arrears, and calculated at 15% of those fees.

2. CLIENT SUPPORT SERVICES

Support includes the below services.

- A. **Application Maintenance.** Contractor will provide support for application and platform configurations as part of the original installation proposal or added through a request for application development or configuration. Applications Support will be limited to applications developed or configured within the Service by Contractor or its subcontractors.
- B. **Moves, Add, Change, and Delete (MACD).** Contractor will provide two (2) hours of remote service per month to facilitate MACD within the Service during Business Hours.
- C. **Training.** Remote Contractor Training services of up to eight (8) hours per year are included.
- D. **Customer Experience (CX) Consulting Services.** CX Consulting services of up to four (4) hours per year are included.

3. SUPPORT COVERAGE

- A. **Availability.** Support is available twenty-four (24) hours per day, seven (7) days per week (24/7).
- B. **Business Hours.** Business hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. Central, except any holidays observed by Contractor.
- C. **Emergency Response.** Contractor provides 24/7 live answer for emergencies.
- D. **Non-Emergency Response.** Contractor will acknowledge non-emergencies by 10:00 AM Central the next business day after Contractor is notified. All non-emergencies will be resolved during Business Hours.
- E. **On-Site Support.** Any on-site coverage will be invoiced at then current Contractor rates.



4. OBLIGATIONS OF CLIENT

- A. Client shall pay the amounts incurred for:
 - i. Support of On-Demand licenses as stated in Section 1.
 - ii. Amounts incurred for services not covered by this Agreement.
 - iii. Amounts associated with escalating an issue to the manufacturer.
- B. Client shall grant Contractor access, as necessary and with prior approval from Client, to systems and business premises for providing Support. Contractor agrees to follow all Client policies and procedures while on Client premises, which are provided in writing reasonably in advance of such on-site visit.

Contractor agrees that it will not use Client’s name for marketing purposes under any circumstance.

Genesys Cloud Subscription and Support Pricing

Third Party / Manufacturer Recurring Subscription						
Quantity	Part Number	Description	Term (months)	Subscription Unit Price	Extended Support Price	Extended Subscription Price
8	GEN-GCFR-170-NV-USR3C	Genesys Cloud 3 Concurrent User-FR	12	\$275.00	\$3,960.00	\$26,400.00
1	GCFR-170-NVPCBYOC- 2	Genesys Cloud BYOC Cloud-FR	12	\$0.0016	{Based on Usage}	{Based on Usage}
Total Recurring Subscription					\$3,960.00	\$26,400.00

Pricing Summary	
Other Recurring Subscription Grand Total	\$26,400.00
Pre-paid Support Grand Total Support Term (months): 12	\$3,960.00
Year 1 Subscription and Support Total	\$30,360.00
Year 1 Annual IVR Usage Costs (Est.)	\$120,528.00
Year 1 Annual BYOC Cloud Usage Cost (Est.)	\$14,485.00
Year 1 Grand Total	\$165,373.00

Other Recurring Subscription Grand Total	\$26,400.00
Pre-paid Support Grand Total Support Term (months): 12	\$3,960.00
Year 2 Subscription and Support Total	\$30,360.00
Year 2 Annual IVR Usage Costs (Est.)	\$120,528.00
Year 2 Annual BYOC Cloud Usage Cost (Est.)	\$14,485.00
Year 2 Grand Total	\$165,373.00

Other Recurring Subscription Grand Total	\$26,400.00
Pre-paid Support Grand Total Support Term (months): 12	\$3,960.00
Year 3 Subscription and Support Total	\$30,360.00
Year 3 Annual IVR Usage Costs (Est.)	\$120,528.00
Year 3 Annual BYOC Cloud Usage Cost (Est.)	\$14,485.00
Year 3 Grand Total	\$165,373.00

Exhibit 4: Basic Client Support Agreement

Software Break-Fix Only

This SOW is governed by the terms and conditions of the master contract #13-18-078 between the parties executed 12-23-13, as amended.

This SOW provides details for Standard Support services related to the PureConnect Interactive Voice Response platform.

The primary objective of this Statement of Work is to provide Support Services to the Cook Count Bureau of Technology (Cook County BoT) that includes Standard Support for Cook County's PureConnect environment.

1. TERM AND AMOUNT.

The Initial Term of the Basic Client Support Agreement will be three years from the Effective Date commencing on **December 3, 2023** and ending on **December 2, 2026**. **PureConnect System Maintenance will only be collected if the County has not yet completed their migration to Genesys Cloud ahead of the annual renewal. There will be a 10% increase Year over Year which has been reflected in Year 2 and Year 3.** The annual Standard Support fee is based on an engagement duration of twelve (12) months, and is effective and due on December 3rd, of each year, which then expires on December 2nd of following year. Term of Agreement will not commence until both parties have executed this Agreement and Client will have paid Contractor the amount of **\$195,459.97** for year one. Assuming the migration to the Genesys Cloud has not already occurred, Client shall pay **\$215,005.97** for year two prior to December 3, 2024 and **\$236,506.57** for year three prior to December 3, 2025 renewal date. Grand Total for 3 Years of PureConnect System Maintenance **\$646,972.51**. Purchases of new or additional licenses will be co-terminated through December 3, 2026 . Client may elect to cancel coverage without penalty.

2. CLIENT SUPPORT SERVICES.

- A. **Software Maintenance.** This agreement entitles the Client to all PureConnect patches when they become generally available by Genesys. Contractor will provide maintenance on the base PureConnect System Software. Reference Exhibit A for software covered.
- B. **Software Upgrades.** This agreement entitles the Client to all the base PureConnect software upgrades, referred to as "Release" or Rx, when they become generally available by Genesys. Labor for installation of Release software (e.g. R1, R2) and feature activations will be invoiced at then current Contractor labor rates. Standard Support – Covers diagnosis and resolution of any issues determined to be resulting from issues with the PureConnect application code.
- C. **Customizations and Contractor Applications** --Any customizations developed for Cook County BoT by Contractor developers, or its predecessor, Adapt, are fully supported by Contractor , and any work on issues specific to the customization not working as deployed is within scope of the support agreement. However, any adjustments, alterations or changes to the custom programming which were not within the scope of services completed by Contractor , or its predecessor, would be billed separately.
- D. Contractor will support any product officially offered and supported by Genesys as part of the PureConnect platform, or as an official integration to other 3rd party applications like Salesforce.com.
- E. **CX Consultation Call.**

3. SUPPORT COVERAGE.

- A. **Availability.** Contractor will make support service available to Client twenty-four (24) hours per day, seven (7) days per week.
- B. **Business Hours.** Business hours will be understood to mean Monday through Friday, 7:00 a.m. to 7:00 p.m. Central, except any holidays observed by Contractor.
- C. **Emergency Response.** Contractor provides 24x7 live answer for emergencies.
- D. **Non-Emergency Response.** Contractor will acknowledge non-emergencies by 10:00 a.m. Central the next business day after Contractor is notified. All non-emergencies will be resolved during business hours.

E. **On-Site Support.** Any on-site coverage will be invoiced at then current Contractor rates.

4. OBLIGATIONS OF CLIENT.

- A. In addition to Client's obligation to pay the amount stated in Section 1 for maintenance and support, Client will pay all amounts due, to Contractor within thirty (30) days of issuance of invoice for:
 - i. The price for additional equipment and features ordered as specified in Section 3.
 - ii. Any fees associated with escalating an issue to the manufacturer, provided that contractor must get prior written approval from Client before incurring any such manufacturer fees.
- B. To permit performance of services herein mentioned, Client hereby grants Contractor access as necessary to the business premises of Client, provided that Contractor provide Client reasonable notice of any such access. Contractor staff agree to comply with all Client policies and procedures, which are provided in writing reasonably in advance of such on-site visit, while on the business premises of Client.
- C. Contractor agrees that it will not use Client's name for marketing purposes under any circumstance.

Exhibit 5: Ad Hoc Project Development and Support

From time-to-time County Offices in the Courts, Public Safety, Property and Public Health require enhancements to their IVR applications to meet the needs of the public they serve. Contractor must provide Development services related to IVR Applications and functionality that may not be expressly addressed in this Statement of Work.

These services will be provided by Contractor on an ad- hoc basis and considered to be included in this Statement of Work for the duration of the Contract. The hourly rates for Application Development Services are outlined in the table below.

Job Title / Labor Category	Hourly Rate
Project Manager	\$185.00
Genesys Cloud Engineer	\$185.00
Genesys Cloud Principal Architect	\$185.00
Business Analyst	\$185.00
Contact Center Developer	\$185.00
Quality Analyst	\$185.00
Training Consultant	\$185.00

The hourly rate for Application Development services shall be fixed for the term of the contract amendment.

To authorize additional Application Development Services:

1. The County Director of Telecommunications shall present Contractor with a Request for Quote with a list of deliverables and acceptance criteria
2. Contractor shall respond with a proposed service work order and cost fixed estimate.
3. If approved, County shall issue a service work order, referencing an open purchase order with approved funds, or issue a separate purchase order release in the amount of the Contractor quote
4. Upon receipt of the work order, Contractor is authorized to proceed with work
5. Contractor shall invoice upon completion of the work and acceptance of deliverables, or otherwise invoice monthly for progress billing equal to the percentage of project complete. To initiate progress billing option, Contractor must propose this option in the initial quote and the County shall either accept or deny the option on an individual case basis. Progress billing will not be authorized if not proposed by Contractor and accepted by the County prior to the work authorization.

ATTACHMENT B

COOK COUNTY INFORMATION TECHNOLOGY SPECIAL CONDITIONS

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

1. DEFINITIONS FOR special conditions

1.1. **"Agreement"** shall mean the Professional Services Agreement between the County of Cook, Illinois and TTEC Digital, LLC (f/k/a Avtex Solutions, LLC) dated December 4, 2013.

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

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

1.4. **"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.

1.5. **"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.

1.6. **"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.

1.7. **"Contractor Materials"** shall mean all software, products, tools, methodologies, processes, programs, techniques, ideas, know-how, documentation, technical information, technology, and other items whose IP rights belong to or are licensed by Contractor and that are delivered to County or used by Contractor in providing the Services, whether conceived, developed or first reduced to practice under or during the execution of this Agreement. Contractor Materials includes any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications to the foregoing.

1.8. **"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.

1.9. **"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.

1.10. **"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.

1.11. **"County Intellectual Property"** or **"County IP"** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.12. **"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.

1.13. **“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.

1.14. **“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 actually compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.15. **“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.

1.16. **“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; and (b) Developed Software. For the avoidance of doubt, Developed IP does not include Contractor Materials or Third-Party Materials.

1.17. **“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.

1.18. **“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.

1.19. **“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).

1.20. **“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.

1.21. “**Protected Health Information**” or “**PHI**” has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.22. “**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.

1.23. “**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.

1.24. “Third-Party Materials” shall mean all software, products, tools, methodologies, processes, programs, services, data, information, materials, and other items whose IP rights belong to a third party.

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. Notwithstanding the above, County acknowledges that, to the extent any County Data is stored in the Genesys cloud, compliance with (a), (c), and (d) are dependent on how County structures and utilizes the Genesys cloud space. Contractor

acknowledges that these are legal requirements that the County must comply with and agrees to work with County to structure the Genesys cloud space in such a way that these requirements can be met. Contractor warrants that the Genesys cloud is capable of being structured and utilized in such a way that (a), (b), (c), and (d) references earlier in this paragraph can be met.

3.2. Data Protection Laws. Contractor will comply with all applicable Data Protection Laws applicable to the Contractor relative to 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.

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. Reserved.

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 introduced and it will use industry standard efforts to prevent the introduction of Malware in any County IT environment to which it has access 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 implement appropriate access controls to ensure only authorized users have access to County Data or County IP; (b) it will comply with all County security policies in place that it has been provided 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. County hereby grants to Contractor a non-exclusive, non-cancelable, perpetual, sublicenseable, royalty-free license to use, modify, copy, display, perform, transmit, and create derivative works of the Developed IP (to the extent it does not include County Data), which license shall continue beyond the termination of this contract.

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 (including the Genesys Cloud End User 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. Notwithstanding the foregoing, County Data that is stored in the Genesys Cloud will be destroyed in accordance with the Genesys Security Policy for Cloud Services (attached to this amendment in Attachment C).

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 confirmed event resulting in the unauthorized use, deletion, modification, disclosure, or access to 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 ISO 27001:practices and the County's security policies, procedures and other requirements made available to and agreed to by the 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 ISO 27001, SOC2 TYPE II, NIST 800-53, HIPAA, and PCI DSS standards.

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. Reserved.

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 of the occurrence of a Data Breach. Such notice must summarize in reasonable detail, to the extent then known, 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, subject to Section 11.4, 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. Except as it relates to Section 11.4, 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.

11.4. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor's total aggregate liability for losses or damages arising out of or relating to this Agreement exceed the fees paid by County to Contractor under this Agreement during the twelve months immediately preceding the event giving rise to liability, provided that the limitation of liability shall in no event be lower than \$1.5 million (the "Liability Cap"). Notwithstanding the foregoing, in no event shall Contractor's total aggregate liability for losses or damages arising out of or relating to Section 8, Data Breach, of these Special Conditions exceed two (2) times the Liability Cap.

NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR, LOSS OF REPUTATION, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF PROFITS AND ANY OTHER SIMILAR LOSSES ARISING UNDER OR RELATING TO THIS AGREEMENT IN ANY WAY, EVEN IF THE COUNTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF THE FOREGOING.

ATTACHMENT C
GENESYS ENDUSER AGREEMENT, SERVICE LEVEL AGREEMENT AND SECURITY POLICY

**GENESYS
CLOUD
SERVICE END
USER
AGREEMENT**

This Genesys Cloud End User Agreement and the documents referenced herein (the “Agreement”) contain terms and conditions that govern Your access to, and use of, the Cloud Services (as defined below) and is an agreement between the Genesys Reselling Partner (“Supplier,” “Us,” “We,” “Our”) and the end user indicated on the signature block below or the entity that it represents (“Customer”, “You,” or “Your”) or your signature on the SOW or other document that references and/or incorporates this Agreement. The Supplier warrants that it is a member of the Genesys Partner Program with authority to grant to Customer a right of access to the Cloud Services (as defined below), subject to the terms of this Agreement.

Region-specific and Country-specific Provisions. Unless otherwise indicated in the heading of the applicable section, all sections are applicable to Customer and Customer’s Affiliates regardless of the country or region from which it accesses the Cloud Services. Sections marked as country or region-specific shall be applicable to Customer and Customer’s Affiliates when accessing the Cloud Services from the referenced region or country.

This Agreement takes effect when both parties have executed the Services Order (the “Effective Date”). The person signing or legally agreeing to this Agreement represents to Supplier that they are lawfully able to enter into contracts that bind the entity they represent and that they have legal authority to do so.

TERMS AND CONDITIONS

1. DEFINITIONS

Affiliate: a business entity that: (i) Controls the subject party; (ii) is Controlled by such party; or (iii) is under common Control with such party but only during the time that such Control exists. “**Control(led)**” is the ability to determine the management policies of an entity through equity ownership of a majority of interests of such entity.

AWS Region: as defined and listed at https://aws.amazon.com/about-aws/global-infrastructure/regions_az/.

Cloud Services: Genesys-operated cloud offerings that are based on Genesys’ proprietary software deployed in a Genesys- managed cloud services environment, and the support for such offerings, the specific features and functionality of which are described in the Documentation and identified on a Services Order as being part of the Cloud Services. Cloud Services exclude Third Party Products.

Confidential Information: proprietary or other information which can reasonably be considered confidential due to its nature, or is marked as confidential, and any third-party confidential information, provided by one party (“**Discloser**”) to the other party hereto (“**Recipient**”).

Customer Data: Customer’s Confidential Information that is inputted and stored in the Cloud Services. Customer Data does not include the anonymized data incorporated into Service Improvements as defined in Section 10.2.

Customization: any alteration, derivation, or modification of the Cloud Services, whether developed by Us, Genesys, Customer or any third party or by using Genesys tools, methods or training.

Documentation: the applicable technical instructions describing the operation of the Cloud Services found at <https://help.mypurecloud.com/>.

Services Order: the document by which Customer orders Cloud Services pursuant to this Agreement.

Subscription Term: The term of the Cloud Services Customer selected, as set forth in the Services Order.

Third Party Product: any software or service proprietary to an entity other than Genesys or its Affiliates that is sold or licensed separately and that may integrate or interoperate with the Cloud Services, including free and open source software, offerings accessible through Genesys’ online marketplace located at <http://appfoundry.genesys.com>, or the provision of Genesys Cloud Voice as described at <https://help.mypurecloud.com/articles/about-genesys-cloud-voice/>.

2. ACCESS RIGHTS TO, SUPPORT AND SECURITY OF THE CLOUD SERVICES

2.1 Access Rights. Subject to the terms and conditions of this Agreement, Supplier grants Customer a non-exclusive, non-transferable, revocable, worldwide right to authorize individuals within Customer’s organization, its Affiliates and contractors to use and access the Cloud Services and Documentation solely for Customer’s internal business purposes during the Subscription Term. Customer is responsible for its Affiliates’ and its contractors’ compliance with the terms

of this Agreement and use of the Cloud Services and Documentation. Customer has no right to receive a copy of the object code or source code versions of the Cloud Services.

2.2 Support and Security. Supplier will provide support for the Cloud Services as set forth in a separate agreement. The Service Level Agreement applicable to the Cloud Services is set forth at <https://help.mypurecloud.com/articles/service-level-agreements/> (Genesys Cloud Service Level Agreement), the current version of which is incorporated herein as Addendum 1, and security for the Cloud Services will be provided in accordance with the terms at <https://help.mypurecloud.com/articles/genesys-cloud-security-policy/>, the current version of which is incorporated herein as Addendum 2. Genesys reserves the right to make changes to the Cloud Service Level Agreement and/or security terms for the Cloud Services during the

Subscription Term subject to the requirements in Section 11.11. If, however, such a change results in the material degradation of the Cloud Services or the level of protection of Customer Data and no workaround has been provided by Our licensor, Genesys, then Customer may terminate this Agreement by providing Supplier with written notice within 30 days from the date of notification of such change and Customer will be entitled to a prorated refund of any unused funds paid for the current Subscription Term.

2.3 Additional Terms. Customer's use of any Third Party Products will be subject to the terms of the shrink-wrap, click-wrap or other accompanying license included or provided with such Third Party Products. Neither Supplier, nor Our licensor, Genesys, shall have any liability or additional obligations to Customer in connection with Third Party Products.

2.4 Suspension. We, and Our licensor, Genesys, reserve the right to immediately suspend the Cloud Services, or a portion thereof, or to reject or cancel the transmission of any information through the Cloud Services based upon (i) reasonable belief that Customer's use of the Cloud Services is in violation of laws, or (ii) an imminent compromise to the security or integrity of the network. As practicable depending on the circumstances, We, or Our licensor, Genesys, will provide notice of the suspension and keep You reasonably informed of efforts to restore the Cloud Services to Customer. Subject to Section 5.2(ii), We may also suspend the Cloud Services for Customer's failure to pay any amounts when due after providing notice of the suspension at least 30 days in advance.

3. RIGHTS AND LIMITATIONS OF USE

3.1 Proprietary Rights. All intellectual property rights in the Cloud Services and the Documentation, and all updates, upgrades, enhancements, new versions, releases, corrections, copies, translations, adaptations and Customizations, are and shall remain the exclusive property of Genesys or its Affiliates, business partners, licensors or suppliers, as applicable, whether or not specifically recognized or perfected under applicable laws. All intellectual property rights in and to Customer Data are and shall remain Customer's sole property, provided, however, that Customer grants Supplier, Genesys, its Affiliates and contractors the right to access, process, store, transmit, and otherwise make use of the Customer Data and program code created or used by Customer with the Cloud Services to ensure its proper operation, fulfil Supplier's and Genesys' obligations, or as otherwise consistent with this Agreement. Genesys, its Affiliates, and its contractors will not rent or sell Customer Data.

3.2 Use Restrictions. Customer will not, and will not permit or authorize any third party to, (i) sell, rent, lease, transfer, sublicense, share or otherwise make the Cloud Services available to any third party, except as expressly authorized by this Agreement; (ii) create any derivative works, functionally equivalent product(s) or translations of the Cloud Services, or otherwise use the Cloud Services or Documentation other than as expressly permitted by this Agreement; (iii) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile, the Cloud Services; (iv) access or use the Cloud Services or Documentation to compete with Genesys or to assist a third party to do so; (v) remove or modify any proprietary markings or restrictive legends placed on the Cloud Services or Documentation; (vi) knowingly take any action that jeopardizes Genesys' rights or that of its Affiliates, business partners, licensors or suppliers in the Cloud Services and Documentation; (vii) violate any laws; (viii) knowingly use the Cloud Services in a manner that is defamatory, harassing, hateful, infringing or otherwise causes damage or injury to any person or property, including to Supplier or Genesys and its Affiliates, business partners, licensors or suppliers; (ix) use the Cloud Services or Documentation for performance, benchmarking or comparison testing or analysis, or disclose to any third party or otherwise disseminate any results thereof, without Genesys' prior written consent; (x) use the Cloud Services or Documentation to provide or serve as outsourcing, service bureau, hosting, application service provider or online services to third parties; (xi) transmit viruses or other deleterious code; (xii) perform unauthorized penetration testing, vulnerability scans, or automated testing; or (xiii) damage, disable, overburden, including load testing, or impair the Cloud Services or any other party's use of the Cloud Services. Customer is liable for the use of the Cloud Services and Documentation by its Affiliates, personnel, third party service providers or any other third party acting on its behalf and shall ensure their compliance with this Agreement.

3.3 Similar Materials and Services. Subject to the confidentiality provisions of this Agreement, nothing in this Agreement precludes or limits Supplier, Our licensors, or suppliers in any way from (i) providing materials or services that are similar to materials or services provided or contemplated in this Agreement, or (ii) developing deliverables or other materials or services that are similar to or compete with any materials or services developed as a result of this Agreement. Supplier and Our licensors, or suppliers are free to use any concepts, processes, techniques, improvements or other know-how developed in the course of performance of this Agreement (even if similar to materials, products and services provided hereunder) free from any use restriction or payment obligation. For the avoidance of doubt, but

subject to this Agreement, including this Section 3.3, neither Supplier nor Genesys claims any rights to Customer Confidential Information.

3.4 **Feedback.** To the extent not already owned by Our licensor, Genesys, Customer hereby grants Genesys a perpetual, exclusive, royalty-free, irrevocable, worldwide license to use or disclose any suggestions, enhancement requests, recommendations, proposals, ideas or other feedback Customer provides to Supplier or Genesys concerning the Cloud Services, and create derivative works thereof, without restriction, compensation, obligation or liability of any kind to Customer or to any third party.

3.5 **Data Center Services.** The software used to provide the Cloud Services is located on servers that are controlled by Amazon Web Services (“AWS”). Customer shall comply with the AWS Acceptable Use Policy found at <https://aws.amazon.com/aup/> (“AWS AUP”), which is incorporated by reference herein.

3.6 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA ONLY Emergency Services.**
Notwithstanding

Sections 7.1 and 7.5 of the Genesys Security Terms for Cloud Services, the Cloud Services permit calls to be made to Australian 000 services or other emergency services. Customer may be required to provide location information to emergency services. Supplier and Our licensor, Genesys, will comply with all applicable laws in relation to Australian emergency calls (for example, 000).

4. CONFIDENTIALITY

4.1 **Confidentiality.** Recipient will safeguard the confidentiality of Discloser’s Confidential Information and will take, at a minimum, the precautions Recipient takes to protect its own Confidential Information but, in any event, no less than reasonable care. Recipient will (i) not disclose or use Discloser’s Confidential Information for any purpose other than as contemplated by, and consistent with, the terms of this Agreement, (ii) limit access to Discloser’s Confidential Information only to its employees and agents who have a need to know such information and who are bound by written confidentiality obligations at least as protective as this Agreement (provided Recipient shall be liable for such parties’ compliance with the terms hereof), and (iii) not sell, transfer, disclose or otherwise make Discloser’s Confidential Information available to any third party without Discloser’s prior written consent. For the purposes of this Agreement, Affiliates, their employees and consultants of either party shall not be deemed third parties; provided such Affiliates, employees and consultants reasonably need to know such Confidential Information and are bound to protect the confidentiality of Confidential Information in the possession of the Recipient either by their employment agreement or otherwise to an extent not less stringent than the obligations under this Agreement. If Recipient is required to disclose Discloser’s Confidential Information to comply with a governmental or judicial order, Recipient will promptly notify Discloser of such a request, unless legally prohibited from doing so, so that Discloser may seek an appropriate protective order. If Discloser seeks a protective order, Recipient will reasonably cooperate in such effort at Discloser’s expense. Subject to Recipient’s compliance with the foregoing notice and cooperation obligations, Recipient may make the required disclosure if it is, upon the advice of counsel, compelled to disclose all or a portion of Discloser’s Confidential Information.

4.2 **Exceptions.** Recipient’s obligations to protect Discloser’s Confidential Information does not apply to information that (i) subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140, et seq., (ii) is or becomes, through no act or omission of Recipient, publicly available, (iii) was known by Recipient at the time of receipt, as shown by Recipient’s contemporaneous written records, (iv) is subsequently and rightfully provided to Recipient by a third party without restriction on disclosure, or (v) is independently developed by Recipient without use of or access to Discloser’s Confidential Information. Genesys’ Confidential Information includes the Cloud Services, Documentation, and other technical information relating thereto.

4.3 **Return of Confidential Information.** The Recipient will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Discloser within 30 days after the Discloser’s written request; provided, however, the Recipient shall be permitted to retain copy of such Confidential Information for the purpose of performing any continuing obligations under this Agreement (including any Services Order), for archival purposes or for compliance with legal retention obligations. Any Confidential Information retained by the Recipient shall be maintained subject to confidentiality obligations pursuant to the terms of this Section. Recipient agrees to undertake whatever action is reasonably necessary to remedy any breach of Recipient’s confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Recipient, its employees, its agents, or contractors. The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

5. TERM AND TERMINATION

5.1 **Term.** The term of this Agreement will start on the Effective Date and continue as set forth in the Services Order (“Term”).

5.2 **Termination.** Either party may terminate this Agreement or a Services Order upon written notice if the other party (i) becomes insolvent, is subject to an assignment for the benefit of creditors, petition in bankruptcy, appoints a receiver, or acquiescence in the appointment of a receiver, trustee or liquidator (or the equivalent of any such event in the jurisdiction of such other party), or (ii) breaches a material term of this Agreement and, if susceptible to cure, fails to cure such breach within 30 days after initial notice of such breach. The following constitute examples of Customer's material breaches: (a) violation of the AWS AUP, if Customer fails to cure the violation within 48 hours after Supplier or Our licensor, provides notice, (b) failure to pay any amounts due, and (c) violation of Customer's proprietary rights obligations. Termination of the Agreement will terminate all Service Orders thereunder; however termination of a Service Order will not automatically terminate the Agreement.

5.3 **Effects of Termination.**

5.3.1 Upon the effective date of termination or expiration of this Agreement or a Services Order, all rights granted hereunder shall terminate and Customer must (i) stop using the Cloud Services and Documentation, and (ii) within a commercially reasonable timeframe return or destroy, where permitted by applicable law, from all computing and storage equipment all Confidential Information provided by Supplier related to this Agreement that is in its possession or control, and all copies thereof, and, within a reasonable period of time after receiving a written request from Supplier, verify such destruction or deletion by providing Supplier a statement signed by Customer's duly authorized representative.

5.3.2 Within 30 days of Customer's termination of this Agreement or a Services Order as provided in Section 5.2, Supplier

will refund Customer a pro rata portion of any prepaid but unused fees corresponding to the remainder of the Subscription Term. If Supplier terminates this Agreement or a Services Order as provided in Section 5.2 Customer will pay Supplier, within 30 days of such termination, any unpaid charges incurred up to the effective date of termination and any fees payable under the applicable Services Order(s) in effect at the time of termination.

5.3.3 If Customer requires additional time to retrieve its Customer Data beyond the date of termination, Customer may request, and Supplier will grant, a 30-day extension to the Term of the Agreement or the applicable Services Order; provided such request is made on or prior to the termination date. During the extended period, Customer will be charged for its usage of the Cloud Services. The Cloud Services will be terminated at the end of the extension period, unless Customer requests additional extension period(s) prior to the effective termination date. Except as otherwise provided herein, neither party shall have further obligations under this Agreement after the effective termination date, or, if applicable, the 30-day extension, except that the parties shall remain bound by the obligations which, by their nature, are intended to survive termination.

6. WARRANTIES

6.1 **Cloud Services Warranty.** Subject to Section 7.4 (General Exclusions), Supplier warrants to Customer that, during the Subscription Term, the Cloud Services will materially conform to the then-current description set forth in the Documentation. If Customer becomes aware of a warranty breach, Customer must notify Supplier in writing, upon which Supplier, or Our licensor, Genesys, will, at its option, either: (i) modify the Cloud Services to materially conform to the current description; or (ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither option is achieved or achievable within a reasonable period of time after Customer's written notification to Supplier, either party may terminate the affected Cloud Services by providing the other party 30 days' written notice of such termination and an opportunity to cure within such 30 days, after which termination will become effective and Supplier will refund any pre-paid, unused fees to the Customer calculated from the date that the material non-conformity began. Except as expressly provided in this Agreement, the remedies provided in this Section constitute Customer's sole and exclusive remedy for breach of the warranty described herein.

6.2 **Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION, THE CLOUD SERVICES, DOCUMENTATION, AND SUPPORT ARE PROVIDED "AS IS" AND WE DO NOT MAKE, AND HEREBY DISCLAIM ON BEHALF OF OURSELVES, OUR LICENSOR, GENESYS, AND ITS AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, TIMELINESS, COMPLETENESS OR ACCURACY. WITHOUT LIMITING THE FOREGOING, SUPPLIER AND OUR LICENSOR, GENESYS, DO NOT WARRANT THAT USE OF THE CLOUD SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT A WARRANTY CANNOT BE DISCLAIMED AS A MATTER OF LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

6.3 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA ONLY: Australian Consumer Law.** If a party is a consumer for the purposes of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), then Supplier's services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, Customer is entitled to: (i) cancel its service with Supplier; and (ii) a refund for the unused portion of the services, or to compensation for its reduced value. Customer is also entitled to be fairly

compensation for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, Customer is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel its service contract and obtain a refund for the unused portion of the services.

7. LIMITATION OF LIABILITY

7.1 **Unlimited Liability.** THE LIABILITY CAP SET FORTH IN SECTION 7.2 AND LIABILITY EXCLUSIONS IN SECTION 7.3 SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM: (I) SUPPLIER OR GENESYS' INDEMNIFICATION OBLIGATIONS FOR AN IP CLAIM AS DEFINED IN SECTION 8.1; (II) ANY FAILURE BY CUSTOMER TO PAY ANY FEES DUE UNDER THIS AGREEMENT; (IV) DEATH OR BODILY INJURY; (V) FRAUD OR FRAUDULENT MISPRESENTATION; OR (VIII) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY OPERATION OF LAW, IN WHICH EVENT THE LIMITATION WILL BE THE MINIMUM AMOUNT REQUIRED BY LAW.

7.2 **Liability Cap.** SUBJECT TO SECTIONS 7.1 AND 7.3, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS RESPECTIVE AFFILIATES TO THE OTHER PARTY OR ANY THIRD PARTY, COLLECTIVELY, FOR ANY AND ALL LIABILITY EVENTS IN EACH LIABILITY PERIOD (AS DEFINED BELOW) WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID AND PAYABLE BY CUSTOMER IN THE GIVEN LIABILITY PERIOD (THE "**LIABILITY CAP**"). NOTWITHSTANDING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS RESPECTIVE AFFILIATES TO THE OTHER PARTY OR ANY THIRD PARTY, COLLECTIVELY, FOR ANY AND ALL LIABILITY EVENTS RELATED TO EITHER PARTY'S BREACH OF SECTION 4 (CONFIDENTIALITY) OR BREACHES RELATED TO CUSTOMER DATA (INCLUDING SECURITY INCIDENTS) WILL NOT EXCEED TWO TIMES THE LIABILITY CAP. "**LIABILITY PERIOD**" MEANS EACH 12 MONTH PERIOD COMMENCING ON THE EFFECTIVE DATE AND ON EACH ANNIVERSARY THEREAFTER. A LIABILITY EVENT (AS DEFINED BELOW) GIVING RISE TO A NUMBER OF SEPARATE LIABILITIES, CLAIMS OR CAUSES OF ACTION, AND/OR A SERIES OF CONNECTED LIABILITY EVENTS, WILL BE CONSIDERED A SINGLE LIABILITY EVENT AND DEEMED TO HAVE OCCURRED IN THE LIABILITY PERIOD IN WHICH THE FIRST LIABILITY EVENT OCCURRED. "**LIABILITY EVENT**" MEANS ANY INCIDENT, EVENT, STATEMENT, ACT OR OMISSION GIVING RISE TO ANY LIABILITIES, CLAIMS OR CAUSES OF ACTION UNDER OR IN CONNECTION WITH THIS GENESYS CLOUD SERVICE END USER AGREEMENT, INCLUDING CONTRACT, WARRANTY, TORT (SUCH AS NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE. A LIABILITY EVENT THAT OCCURS: (I) PRECEDING THE EXECUTION OF THIS AGREEMENT, SHALL BE DEEMED TO HAVE OCCURRED DURING THE FIRST LIABILITY PERIOD; AND (II) SUBSEQUENT TO THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, SHALL BE DEEMED TO HAVE OCCURRED DURING THE FINAL LIABILITY PERIOD IN WHICH THE AGREEMENT REMAINED IN FORCE.

7.3 **Liability Exclusions.** SUBJECT TO SECTION 7.1, NEITHER PARTY NOR ITS RESPECTIVE AFFILIATES WILL BE LIABLE TO THE OTHER PARTY UNDER THIS GENESYS CLOUD SERVICE END USER AGREEMENT FOR ANY: (I) INDIRECT AND/OR CONSEQUENTIAL LOSS; (II) SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES; (III) LOSS OF GOODWILL (INCLUDING PECUNIARY LOSSES ARISING FROM LOSS OF GOODWILL); (IV) LOSS OF PROFITS OR REVENUE; (V) LOSS OF CONTRACT, SALES AND/OR BUSINESS; (VI) LOSS OF SAVINGS, INCLUDING ANTICIPATED SAVINGS; (VII) LOSSES RELATED TO A DISRUPTION OR WORK STOPPAGE, COVER DAMAGES (INCLUDING THE COST OF PROCURING AN ALTERNATIVE VENDOR, SOFTWARE OR SERVICE); (VIII) WASTED EXPENDITURE; OR (IX) LOSS OR CORRUPTION OF DATA, EXCEPT THOSE THAT ARISE AS A RESULT OF A SUPPLIER OR GENESYS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FOLLOWING A BREACH BY GENESYS OF SECTION 10.1 (CUSTOMER DATA) OR THE GENESYS SECURITY POLICY.

7.4 **General Exclusions.** SUPPLIER, AND OUR LICENSOR, GENESYS, SHALL HAVE NO OBLIGATIONS, INCLUDING ANY DEFENSE OBLIGATIONS, OR ANY OTHER LIABILITY(IES), TO THE EXTENT ANY WARRANTY OR INDEMNITY CLAIM ARISES FROM: (I) CUSTOMER'S USE OF THE CLOUD SERVICES IN COMBINATION WITH OTHER PROGRAMS, HARDWARE, DATA OR SPECIFICATIONS NOT AUTHORIZED BY GENESYS OR SUPPLIER, WHETHER SUPPLIED BY SUPPLIER, OR OUR LICENSOR, GENESYS; (II) CUSTOMER'S NON- COMPLIANCE WITH THIS AGREEMENT OR THE DOCUMENTATION; (III) THE DEVELOPMENT OR USE OF ANY CUSTOMIZATIONS (OTHER THAN A CUSTOMIZATION UNDERTAKEN AND PERFORMED BY GENESYS) THAT WERE NOT AUTHORIZED BY GENESIS OR SUPPLIER REGARDLESS OF WHETHER EXECUTED USING GENESYS TOOLS, TRAINING, OR METHODS DOCUMENTED BY SUPPLIER, OR OUR LICENSOR GENESYS, ITS CONTRACTORS OR AGENTS; (IV) OUR, OR OUR LICENSOR, GENESYS' COMPLIANCE WITH CUSTOMER'S REQUESTS OR INSTRUCTIONS PROVIDED GENESYS OR SUPPLIER REVIEWED THE REQUESTS OR INSTRUCTIONS AND PERFORMED DUE DILLIGENCE; (V) CUSTOMER'S BUSINESS METHOD(S) OR PROCESS(ES); (VI) CUSTOMER'S CONTENT CREATED OR USED WITH THE CLOUD SERVICES; OR (VII) ANY THIRD PARTY PRODUCT.

7.5 **Risk Allocation.** THE LIMITATIONS OF LIABILITY AND EXCLUSIONS CONTAINED IN THIS AGREEMENT WILL APPLY REGARDLESS OF (I) WHETHER ANY RESULTING DAMAGES ARE FORESEEABLE AND THE LEGAL THEORY ASSERTED, AND (II) THE SUCCESS OR EFFECTIVENESS (OR LACK THEREOF) OF ANY

REMEDIES PROVIDED HEREIN. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING FOR THE CLOUD SERVICES MADE AVAILABLE HEREUNDER, THEY REPRESENT AN AGREED-UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THIS AGREEMENT. NEITHER SUPPLIER NOR GENESYS WILL BE LIABLE FOR ANY DAMAGES CAUSED BY THE CLOUD SERVICES PROVIDED FREE OF CHARGE OR OTHER GOODS OR SERVICES PROVIDED FREE OF CHARGE.

8. INDEMNIFICATION

8.1 **Supplier IP Indemnification.** Supplier, or Our licensor Genesys, will defend Customer from and against any third party claims alleging that the Cloud Services, in its unaltered state, infringes or misappropriates such third party's valid and enforceable patents, copyrights or trade secret rights ("**IP Claim**"), and will indemnify Customer from damages finally awarded against Customer with respect to such IP Claims. Supplier or Our licensor Genesys may at any time and at its option and expense: (i) obtain for Customer a license to continue using the Cloud Services, (ii) modify the Cloud Services so as to avoid infringement while preserving substantially equivalent functionality, or (iii) terminate this Agreement or the applicable Services Order, and the rights granted thereunder, and refund Customer any prepaid, unused fees covering the remainder of the Subscription Term of the applicable Services Order. This Section states Our, and Our licensor, Genesys', entire liability and Customer's sole and exclusive remedy with respect to any infringement or claims of infringement of any third-party intellectual property rights related to the Cloud Services.

8.2 **Intentionally Omitted.**

8.3 **Indemnification Procedures.** A party entitled to indemnification ("**Indemnified Party**") will promptly notify the other party ("**Indemnifying Party**") in writing of any claim and provide reasonable assistance to the Indemnifying Party with respect to handling such claim, at the Indemnifying Party's expense. Failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been materially prejudiced thereby. The Indemnifying Party has the right, at its sole discretion, to defend and settle any claim, except that the Indemnifying Party may not agree to any settlement that does not unconditionally release the Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Party will be entitled to participate in the defense of any such claim using counsel of its choice, at its own expense.

9. **COMPLIANCE WITH LAWS.** Each party will comply with laws and regulations as applicable to such party, including all applicable anti-corruption and anti-bribery laws. Neither party will be responsible for the other party's compliance with the laws applicable to the other party. Customer represents and warrants that (i) neither Customer nor any of the authorized users within

Your organization are on any government-issued list of restricted persons or entities, including the Consolidated List, Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List, and (ii) it will not export or re-export, directly or indirectly, any Cloud Services, Documentation, or Confidential Information provided by Supplier or Our licensor, Genesys, to any countries outside the United States except as permitted under the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories. Each party will ensure that neither it nor its Affiliates, subcontractors and agents, either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone, including government or corporate officials or agents, as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence. Each party will, upon request from the other party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws. To the extent permitted by the relevant authority, each party will promptly inform the other party of any official investigation with regard to alleged breaches of the above laws that are related in any way to this Agreement.

10. CUSTOMER DATA

10.1 **Customer Data.** Customer Data will reside in the AWS Region selected by Customer throughout the Subscription Term of the relevant Services Order. Neither Supplier, nor Our licensor, Genesys, will change the AWS Region without Customer's prior written consent. Customer Data will be stored only in the United States. However, Genesys personnel may have view-only access to Customer Data outside the selected AWS Region solely for the purposes of providing support and troubleshooting purposes. In all cases, Genesys agrees that its access to Customer Data will always comply with Genesys' obligations under applicable privacy legislation. Customer Data will be processed in accordance with data processing terms, if applicable and agreed between the parties. Customer represents and warrants that it has obtained all the consents necessary for Supplier, and Our licensor, Genesys, to collect, access, process, store, transmit, and otherwise use Customer Data in accordance with this Agreement. Customer shall comply with all requirements of integrity, quality, legality and other similar aspects in respect of Customer Data. Supplier, and Our licensor, Genesys, expressly disclaims any duty to review or determine the legality, accuracy or completeness of Customer Data.

10.2 **Service Improvements.** Genesys may aggregate data and information related to the performance, operation and use of services to conduct statistical analyses, benchmarking, research, development and other similar activities (“Service Improvements”). Genesys will not incorporate Customer Data in Service Improvements in a form that could identify Customer or Customer’s customers and will use industry standard techniques to anonymize Customer Data prior to performing Service Improvements, unless otherwise consented to by Customer. Genesys retains all intellectual property rights in Service Improvements and may make them publicly available.

10.3 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA AND NEW ZEALAND: Privacy Program.**

Supplier, and Our licensor, Genesys, will: (i) keep secure, manage and protect Customer Data in the possession or control of Supplier or Our licensor, Genesys, from time to time in accordance with its privacy program and as applicable, the Privacy Act of 1988 (Cth) or the Privacy Act 2020 (NZ); (ii) take all reasonable technical and organizational measures (including encryption systems, anti-virus, security patches, updates, and upgrades) to avoid unauthorized or unlawful use, disclosure, accidental loss, destruction or damage of the Customer Data; (iii) only use the Customer Data for the purposes of performing its obligations under the Agreement or otherwise as instruction by Customer from time to time; and (iv) restrict access to the Customer Data to Supplier, and Our licensor, Genesys, personnel, authorized subcontractors or Related Bodies Corporate who have a need-to-know the Customer Data for the performance of Supplier’s, or Our licensor, Genesys’, obligations under the Agreement. For purposes of this provision, “Related Body Corporate” means a related body corporate as that expression is defined in the Corporations Act of 2001.

10.4 **THIS SECTION IS APPLICABLE IN THE EUROPEAN UNION AND THE UNITED KINGDOM: CUSTOMERS WHO COLLECT DATA OR PROCESS DATA OF RESIDENTS OF THE EUROPEAN UNION OR THE UNITED**

KINGDOM: Data Processing Terms and Notice to Data Subjects. Customer Data will be processed in accordance with the Data Processing Terms agreed between Us. We will keep the Customer Data secure and confidential in accordance with the Data Processing Schedule, Section 4 (Confidentiality) of this Agreement and Our security and privacy policies. Customer confirms that You have notified any Data Subjects of, and that You have a lawful basis or, Our use of Customer Data to provide the Services to You, including Our use of AWS for storage of Customer Data in accordance with the AWS Customer Agreement.

11. GENERAL

11.1 **Intentionally Omitted.**

11.2 **Assignment.** Neither party may assign its rights or obligations under this Agreement, either in whole or in part absent a mutually agreed written amendment authorizing the assignment and executed by Supplier and Cook County’s Chief Procurement Officer.

11.3 **United States Government Usage.** The Cloud Services and Documentation are defined as “commercial items” under the Federal Acquisition Regulations and their use hereunder by the U.S. Government constitutes acknowledgment by the U.S. Government of Supplier’s and Our licensor Genesys’ proprietary rights therein and thereto. If the Cloud Services are licensed by or on behalf of the U.S. Government or a state or local government in the United States, such government users shall obtain only the commercial license rights set forth in this Agreement, consistent with FAR 12.212.

11.4 **Subcontracting.** Supplier, or Our licensor, Genesys, may subcontract certain services under this Agreement to third parties. Supplier and Our licensor, Genesys, shall be responsible for the performance of such subcontractors hereunder.

11.5 **Force Majeure.** Except for payment obligations, neither party will be responsible for any delay or failure to comply with its obligations under this Agreement resulting from acts beyond the reasonable control of such party, including acts of God, denial of service attacks, strikes, lockouts, riots, war, terrorism, pandemics, fire, communication line failures, power failures, earthquakes or other disasters, natural or man-made.

11.6 **Cumulative Remedies.** Except as otherwise provided herein, all remedies herein are cumulative, and the specification of a remedy will not preclude either party from pursuing other remedies available at law or in equity.

11.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois. The parties agree to submit to the personal and exclusive jurisdiction and venue of the Circuit Court of Cook County to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Regardless of the governing law and jurisdiction applicable to this EUA, the UN Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

11.8 **Notices.** All notices under this Agreement shall be in writing and deemed to have been given when (i) personally delivered, (ii) sent by registered mail, postage prepaid (which shall be deemed to have been received on the third business day following the date on which it is mailed), or (iii) sent overnight by a commercial overnight courier that provides a receipt (which shall be deemed to be received on the next business day after mailing).

11.9 **Waiver.** No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective. A party’s failure to act with respect to a breach of this Agreement by the

other party does not constitute a waiver of its rights with respect to subsequent or similar breaches.

11.10 **Severance.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, it will be considered stricken from this Agreement, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

11.11 **Complete Agreement.** The Master Professional Services Agreement #13-18-078 executed 12/3/2013, as amended, constitutes the entire agreement between the parties. Except as expressly provided herein, each party acknowledges and agrees that it is not relying upon any other statements, representations, warranties, promises, assurances, the delivery of future functionality or features, or the like. This Agreement may not otherwise be modified or amended except in writing signed by a duly authorized representative of each party, except that We may modify any information on the links referenced in this Agreement, the Service Level Agreement applicable to the Cloud Services (Addendum 1) or security for the Cloud Services (Addendum 2) provided that (i) the modifications do not materially alter the Agreement or the rights and obligations of the parties, and (ii) Supplier notifies You in writing (bot.legal@cookcountyil.gov) of any updates to the aforementioned terms. The modified terms will become effective 30 days after You receive notice from Us. Within such 30-day period, You may provide us written notice if you have an objection to the modified terms based on the belief that such terms materially alter the Agreement or the rights and obligations of the parties or violate any applicable statute, law, or regulation and the Parties will cooperate in good faith to resolve any such objections. If you reject the modified terms after good faith negotiations, you may terminate the agreement and be entitled to a refund of any pre-paid, unused fees. By continuing to use the Cloud Services after the 30-day period, and subject to the requirement that the modified terms do not materially alter the Agreement or the rights and obligations of the parties, Customer agrees to be bound by the modified terms.

ADDENDUM 1
GENESYS CLOUD SERVICE LEVEL AGREEMENT

Overview

Scope. This Genesys Cloud Service Level Agreement (“SLA”) is a policy governing the use of the Genesys Cloud Service, and is made part of the Genesys Cloud Terms and Conditions (or other master agreement governing Customer’s use of the Genesys Cloud Service entered into between the parties)(the “Agreement”). In the event of a conflict between the terms of this SLA and the terms of the Genesys Cloud End User Agreement, the terms and conditions of this SLA apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Provision of Service. Genesys will make the Genesys Cloud Service available 24 hours a day, 7 days a week, and use commercially reasonable best efforts to provide 100% uptime, except for any unavailability caused by circumstances beyond Genesys’ reasonable control, including failure or delay of Customer’s Internet connection, misconfiguration by Customer or any third party acting on Customer’s behalf, issues on Customer’s network, or telecommunications services contracted directly by Customer (collectively, “Uptime Exclusions”).

Severity levels

Severity and Priority. “Severity” is defined as the impact an issue has on the Customer’s ability to conduct business. Issue severity levels are defined below. “Priority” is defined as the customer-designated level of importance.

Issue Severity Levels. The Severity levels assigned to an issue are defined as follows:

Issue severity	Definition
1 – Critical impact (code red)	Customer is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2 – High impact	Customer is able to perform job functions but performance is degraded or limited.
3 – Medium impact	Customer’s ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.
4 – Low impact	The Genesys Cloud Service is available and operational; trivial impact to Customer’s business operations or Customer requires information or assistance on the Genesys Cloud Service capabilities or configuration.

Designated Contact. Customer must designate a primary contact, and at least one backup in the primary’s absence, to act as a primary liaison between Customer and the Genesys Cloud Service

customer care team (the “Designated Contact”). The Designated Contact must be knowledgeable about the Genesys Cloud Service and will participate in troubleshooting support cases.

Preliminary Troubleshooting. When a Customer becomes aware of an issue, prior to opening a support case with Genesys, the Designated Contact must perform reasonable basic troubleshooting and use best efforts to understand the Customer’s areas of responsibility, as described on Genesys’ support portal.

Case Submission. Cases for all Severity levels, except Critical Impacting cases, may be raised by Customer by either phone or through the support portal. Issues designated by Customer as Critical Impact must be raised by telephone through the applicable Genesys customer care number found on the support portal. If a case has been submitted through the support portal and the business impact has increased to Critical Impact severity, Customer must request critical support for the case by telephone. Submission of cases on the support portal will include the Customer name, Customer organization ID, and a description of the use and its business impact. The Designated Contact will include any other information known by the Designated Contact that is reasonably helpful for Genesys to analyze the issue (example: environmental changes including network or firewall changes, new configurations, previous troubleshooting efforts, etc.).

Severity Assignment. Genesys’ customer care team prioritizes issues based on the severity level. When a case is opened by Customer, Customer will identify a Priority based on the descriptions in the table above. Customer’s Priority designation will be used as a factor by Genesys when defining the Severity of an issue. The assigned Severity level for an issue may be mutually redetermined by both Genesys and Customer during the issue resolution process. Both parties agree to act reasonably in making in such determination.

Target initial response times

Target initial response times are based on the Severity level of each incident. The automated response received by Customer following submission of the case will not be deemed to be Genesys’ initial response. The initial response is deemed to have been made when the issue has been assigned to the appropriate Genesys personnel, and Customer receives a human response (by phone or case notes message) from Genesys acknowledging the issue. Genesys will use reasonable efforts to respond to issues in accordance with the table below:

Severity level	Target initial response time
1 - Critical impact (Code Red)	Severe impact or degradation to the customer's business operations caused by intermittent disruption of Genesys Genesys Cloud Service. Response target: 10 min. (phone)
2 - High impact	Genesys Genesys Cloud Service is available and operational. The customer is able to perform job functions but performance is degraded or severely limited. Response target: 2 hours (My Support)

Severity level	Target initial response time
3 - Medium impact	<p>Genesys Genesys Cloud Service is available and operational. The customer's ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use.</p> <p>Response Target: 2 hours (My Support)</p>
4 - Low impact	<p>Genesys Genesys Cloud Service is available and operational. Trivial impact to customer's business operations or customer requires information or assistance on the Genesys Cloud Service capabilities or configuration.</p> <p>Response Target: 2 hours (My Support)</p>

SLA credits

Uptime. "Uptime" is defined as the percentage of time during a month (not including Uptime Exclusions) in which all Genesys Cloud functionality necessary to perform real-time interactions between Customer and its customers/clients (e.g. inbound voice, outbound voice, IVR routing) are accessible. Uptime percentage is calculated as follows: $Uptime = (A-B+C)/A$; where A = total time in the month, B = time during the month in which critical business functions are not accessible, and C = time of Uptime Exclusions during the month.

Credits. If the Genesys Cloud Service Uptime falls below the thresholds in the table below in any one-month billing cycle, Customer will be entitled to the credits defined below. The applicable credit is a percentage of Customer's monthly committed Subscription Fees as defined in the Service Order and is applicable only to Annual Prepay or Annual Month to Month contracts. The percentage applies to either the monthly committed Subscription fees, or if paid annually the annual minimum committed Subscription Fees, pro-rated for a one-month period.

Uptime %	Credit %
Below 99.99%	10%
Below 99.0%	30%
Below 97%	100%

Credit Requests and Payment. Customer must request a credit within thirty (30) days after the month in which the uptime fell below one of the foregoing thresholds. Customer must contact its Genesys customer success manager to request the credit. Upon Customer's valid request, Genesys will apply the applicable credit to the following month's invoice. If Customer is on an annual pre-payment structure, Genesys will provide the applicable credit as a credit to the prepaid balance or a credit refund, at Customer's discretion.

Cooperation

Customer acknowledges that Genesys' customer care team may need to be able to reproduce errors in order to resolve them. Customer will cooperate and work closely with Genesys to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a support case-by-support case basis, Users may be asked to provide remote access to their Genesys Cloud application and/or desktop system for troubleshooting purposes.

ADDENDUM 2
GENESYS CLOUD SECURITY POLICY

**Security Policy
for Cloud
Services**

These security terms for Cloud Services (“**Cloud Security Terms**”) form part of agreement between Customer and Genesys for the supply of the Cloud Services (“**Master Agreement**”). These Cloud Security Terms set out the security and compliance posture related to the provision by Genesys of the Cloud Services that Customer has purchased from Genesys pursuant to the Master Agreement. These Cloud Security Terms are applicable to the extent that Genesys has access and control over Customer Data, as defined below. For avoidance of doubt, these Cloud Security Terms do not apply to applications purchased via the AppFoundry Marketplace (even if such application is created by Genesys) or to Genesys Professional Services.

1 Definitions

- 1.1 Cloud Services:** means Genesys-operated cloud offerings that are based on Genesys proprietary software deployed in a Genesys-managed Cloud Services Environment, and the support for such offerings.
- 1.2 Cloud Services Environment:** means the Genesys-controlled infrastructure, including equipment, servers and software, within Data Centers used to provide Cloud Services.
- 1.3 Customer Data:** means Customer’s data that is inputted, or generated from Customer-inputted data, and stored in the Cloud Services. Customer Data does not include any anonymized data incorporated into Service Improvements pursuant to the Master Agreement.
- 1.4 Data Center:** means a data center where Genesys houses the Cloud Services Environment.
- 1.5 Industry Standard:** means generally accepted cloud information security practices as reflected in Genesys’ policies and procedures.
- 1.6 Malicious Code:** means viruses, worms, time bombs, corrupted files, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Genesys’ or another’s computer or property.
- 1.7 Organization/Org:** means a dedicated Cloud Services instance. Each Org is assigned to a single AWS Cloud Services region and has a unique Org Name and Org ID.
- 1.8 Security Incident:** means a confirmed event resulting in the unauthorized use, deletion, modification, disclosure, or access to Customer Data.
- 1.9 User:** means an individual who: (i) is authorized by Customer and has been supplied a user identification and password(s) by Customer to access the Cloud Services on Customer’s behalf, or (ii) a person licensed to use the Cloud Services for one or more roles (e.g. agent, supervisor, administrator).

2 General

- 2.1 Shared Responsibility.** Security of Customer Data is a shared responsibility between Genesys and Customer, as set out in these Cloud Security Terms, including Exhibit B. A current copy of Exhibit B is also available at <https://www.genesys.com/company/trust/resources>.
- 2.2 Security of the AWS Cloud Services.** Amazon Web Services is responsible for protecting the infrastructure that runs AWS services, including the Cloud Services, in the AWS Cloud. Oversight of AWS’ security posture is managed in accordance with the agreement between AWS and Genesys. AWS-specific certifications are available at <https://aws.amazon.com/compliance/programs>. Security and compliance certifications and/or attestation reports for Data Centers must be obtained directly from AWS. AWS may require Customers to execute additional non-disclosure agreements. Third-party auditors also regularly test and verify the effectiveness of AWS security as part of AWS’ internal compliance programs. Details on AWS data center specific security controls can be found here: <https://aws.amazon.com/compliance/data-center/controls/>.

- 2.3 **Security of the Cloud Services Platform.** Genesys is responsible for the security of the Cloud Services that run on the AWS cloud infrastructure. This includes the cloud-hosted application and related Cloud Services applications, including but not limited to Genesys Cloud User Client, Genesys Cloud Collaborate, Genesys Cloud Communicate.
- 2.4 **Security of Customer's Cloud Services Org.** The Customer is responsible for the security of its Cloud Services Org. This security is dependent on Org-specific configurations, and user access restrictions, both of which fall under the Customer's control.

3 Genesys Security Program

- 3.1 **Security Standards.** Genesys has implemented and will maintain an information security program designed to protect Customer Data processed in the Cloud Services that follows generally accepted system security principles embodied in the ISO 27001 standard, as appropriate to the nature and scope of the Cloud Services provided. The Cloud Services will maintain, as a minimum, industry standard certifications such as SOC2 Type 2, ISO 27001, C5 and PCI DSS. The then-current list of certifications and attestations applicable to the Cloud Services can be found at <https://www.genesys.com/company/trust/compliance>.
- 3.2 **Security Awareness and Training.** Genesys has developed and will maintain an information security and awareness program that is delivered to all Genesys employees and appropriate contractors at the time of hire or contract commencement, and annually thereafter. The awareness program is delivered electronically and includes a testing aspect with minimum requirements to pass. Specifically, this includes annual compliance training on information security, privacy, HIPAA security & privacy, and PCI. Access to Genesys' code repository requires additional annual training in secure development.
- 4 **Policies and Procedures.** Genesys will maintain appropriate policies and procedures to support the information security program. Policies and procedures will be reviewed at least annually and updated as necessary with the aim of increasing the level of security protection for the Cloud Services. Customers can subscribe to updates to the Cloud Services Security Policy at this page - <https://help.mypurecloud.com/subscribe-to-policies/>.
- 5 **Change Management.** The Cloud Services utilize a change management process based on ISO 27001 standards to ensure that all changes to the Cloud Services Environment are appropriately reviewed, tested, and approved.
- 6 **Data Backup.** Genesys will create backups of Customer Data. Backup data will not be stored on portable media. Customer Data backups are protected from unauthorized access and are encrypted.
- 7 **Anti-virus and Anti-malware.** Industry Standard anti-malware protection solutions are used to protect the infrastructure that supports the Cloud Services against threats such as Malicious Code. Genesys deploys File Integrity Management (FIM) solutions on all production systems, as well as robust monitoring of system access and command use.
- 8 **Vulnerability and Patch Management.** Genesys will maintain a vulnerability management program as per Genesys risk management process, that ensures compliance with Industry Standards. Genesys will assess all critical vulnerabilities to the Cloud Services Environment using industry standard CVSS and CVE scores or other similar approach for access/vector complexity, authentication, impact, integrity, and availability. If Genesys deems the resulting risk to be critical to Customer Data by Genesys, Genesys will endeavour to patch or mitigate affected systems within three working days. Certain stateful systems cannot be patched as quickly due to interdependencies and customer impact, but will be remediated as expeditiously as practicable. In normal operation OS patch management operations will be performed in 30 days or less.
- 9 **Data Deletion and Destruction, Exit Plan.** Genesys will follow, and will ensure that its sub-processors will follow NIST Special Publication 800-88 to delete obsolete data and sanitize or destroy retired equipment that formerly held Customer Data. Customer Org related recording and call detail record retention policies are customer configurable. All other retention policies are managed by Genesys at platform level. Termination of the Cloud Services for Customer will be subject to the Exit Plan in Exhibit A.
- 10 **Penetration Testing.**
 - 10.1 **Independent Testing.** On at least an annual basis, Genesys will conduct a vulnerability assessment and penetration testing engagement with an independent qualified vendor. Issues identified during the engagement will be appropriately addressed within a reasonable time-frame commensurate with the identified risk level of the issue. Test results will be made available to Customer upon written request and will be subject to non-disclosure and confidentiality agreements.

10.2 Customer Testing. Customers have the option to run a penetration test in conjunction with Genesys Security teams within agreed parameters. This service is chargeable at Genesys' then-current rates. Customer will be required to enter into a Services Order for two Test Orgs and a Statement of Work for related professional services support. This service is available once per year. Customer will not perform any type of penetration testing, vulnerability assessment, or denial of service attack on the Cloud Services production, test, or development environments save as set out above.

11 Product Architecture Security

11.1 Logical Separation Controls. The Cloud Services are a multi-tenanted Software as a Service (SaaS) platform. As such, customers on the platform share resources such as server instances, services, data storage locations and databases. Genesys will employ effective logical separation controls based on Industry Standards to ensure that Customer Data is logically separated from other customer data within the Cloud Services Environment. More detail can be found here: <https://help.mypurecloud.com/articles/multitenant-security/>.

11.2 Firewall Services. Genesys uses Security Groups and appropriate firewall services to protect the Cloud Services Environment. Genesys maintains granular ingress and egress rules, and changes must be approved through Genesys' change management system.

11.3 Intrusion Detection System. Genesys has implemented intrusion detection across the Cloud Services that meets PCI DSS requirements.

11.4 No Wireless Networks. Genesys will not use wireless networks within the Cloud Services.

11.5 Data Connections between Customer and the Cloud Services Environment. All connections to browsers, mobile apps, and other components are secured via Hypertext Transfer Protocol Secure (HTTPS) and Transport Layer Security (TLS v1.2 or higher) over public Internet.

11.6 Data Connections between the Cloud Services Environment and Third Parties. Transmission or exchange of Customer Data with Customer and any Genesys vendors will be conducted using secure methods (e.g., TLS 1.2 or higher).

11.7 Encryption Protection.

11.7.1 Encryption Methods. The Cloud Services use Industry Standard encryption methods to uphold confidentiality, integrity and availability of data being stored, processed and transmitted. The Cloud Services provide:

11.7.1.1 At rest and in transit encryption of all processed Customer Data;

11.7.1.2 At rest encryption is AES 256-based meeting FIPS 197 using encryption keys to which neither AWS and its subcontractors nor Genesys' subcontractors have access; and

11.7.1.3 in transit encryption is TLS 1.2 or higher using encryption keys to which neither AWS and its subcontractors nor Genesys' subcontractors have access.

11.7.2 Recording Encryption. The Cloud Services encrypt, as standard, call recordings for voice and digital communications with customer specific keys generated by Genesys but rotation can be managed by Customer. Customer may elect to implement customer-owned encryption keys for recordings, allowing Customer to store and manage its keys outside the Cloud Services. To the extent required by applicable law or Customer's policies, the Customer is responsible for the content of recordings and ensuring that PCI Data is not recorded, using Secure Pause or other tools made available by Genesys.

11.8 Logging and Monitoring. Genesys will log security events for the Cloud Services. Genesys will continuously monitor and investigate events that may indicate a Security Incident for the Cloud Services. Platform-related event records will be retained for at least one year. Audit log data related to Customer's Org is available to customers via the Cloud Services UI (<https://help.mypurecloud.com/articles/about-the-audit-log-viewer/>) or the Cloud Services REST based API's or real-time stream (<https://help.mypurecloud.com/articles/about-the-amazon-eventbridge-integration/>). Genesys Platform security logs are not available to customers.

12 Access Control

12.1 Access Control. Genesys will implement appropriate tools for access controls to ensure only authorized Users have access to Customer Data within the Cloud Services Environment.

12.2 Customer's User Access.

12.2.1 Usernames and Passwords. Customer is solely responsible for managing User access controls within Customer's Org. The application password requirements are configurable by Customer. Native MFA is available as part of the Cloud Services and is configurable by Customer. Password Parameters that can be set include minimum length, minimum letters, minimum numerals, minimum special characters, password expiration, and minimum age. Customer defines usernames and roles in a granular access permissions model. Customer is entirely responsible for any failure by itself, its agents, contractors or employees (including without limitation all its Users) to maintain the security of all usernames, passwords and other account information under its control. Except in the event of a security lapse caused by Genesys' negligence or willful action or inaction, Customer is entirely responsible for all use of the Cloud Services through Customer's Org, whether or not authorized by Customer, and all charges resulting from such use.

12.2.2 Single Sign On. Customers can elect to integrate with a customer supplied Single Sign On (SSO) provider for authentication and can use Cross-domain Identity Management (SCIM) for user management. More detail on SCIM is available here: <https://help.mypurecloud.com/articles/about-genesys-cloud-scim-identity-management/> and on SSO here: <https://help.mypurecloud.com/articles/about-single-sign-on-sso/>.

12.3 Genesys' User Access. Genesys will follow strict protocol and authorization flows to create individual user accounts for each of Genesys' employees that have a business need to access Customer Data or Customer's systems within the Cloud Services Environment. The following protocol will be followed regarding Genesys' user account management:

12.3.1 Accounts. Genesys user accounts are requested by the relevant employee and authorized by Genesys management;

12.3.2 VPN. Genesys employees, who are approved to access the Cloud Services Environment use a client-to-site Virtual Private Network (VPN) for entry into the Cloud Services AWS Virtual Private Cloud (VPC) and they require multi-factor authentication;

12.3.3 Password. Genesys user passwords expire every ninety (90) days;

12.3.4 Time-outs. Session time-outs are systematically enforced;

12.3.5 Termination. Genesys user accounts are promptly disabled (within one working day) upon employee termination or role transfer that eliminates a valid business need for access;

12.3.6 Endpoints. Genesys users can only access the Cloud Services Environment from Genesys-managed endpoints. Genesys-managed endpoints have hard drive encryption enabled;

12.3.7 Review. Genesys employee accounts to the Cloud Services Environment are reviewed at least every 60 days.

13 Business Continuity and Disaster Recovery

13.1 Business Continuity.

13.1.1 Availability Zones. The Cloud Services are deployed and configured in a load balanced active/active/active design and are deployed across at least three AWS Availability Zones ("AZs") within a single region to provide high availability and performance of the Cloud Services. The Cloud Services are physically separated from Genesys' corporate network environment so that a disruption event involving the corporate environment does not impact the availability of the Cloud Services.

13.1.2 Replication. Using synchronous replication, Cloud Services data is automatically updated in multiple AZs. the Cloud Services use load balancers to route internal and external traffic to available application components. Load balancers are clusters of servers that load balance HTTP requests across multiple AZs. When the load balancer detects that a Cloud Services component is either at capacity or has failed,

it routes traffic to other instances automatically to compensate. Both the Cloud Services public APIs and application components are fronted by load balancers.

- 13.1.3 Regions.** List of Cloud Services regions can be found on <https://www.genesys.com/cloud-platform/global-availability>. Highly available architecture is explained under this link <https://help.mypurecloud.com/articles/about-architecture-and-technology/>.
- 13.2 Disaster Recovery.** For the Cloud Services, disaster recovery (DR) tests are performed at least annually. Backup data is not stored off-site or on portable media. Genesys creates backups of Customer Data according to documented backup procedures.
- 13.3 Business Continuity and Disaster Recovery Plans.**
 - 13.3.1 Corporate Business Continuity Plan.** Genesys will maintain a corporate business continuity plans designed to ensure that ongoing monitoring and support services will continue in the event of a disruption event involving the corporate environment.
 - 13.3.2 Cloud Services Business Continuity Plan.** Genesys will maintain a Cloud Services business continuity plan, designed to assure high availability as described in the Service Level Agreements in the Master Agreement.
 - 13.3.3 Testing.** The Cloud Services Business Continuity & Disaster Recovery Plans, annual testing of restores & BC/DR are audited annually as part of compliance audits (SOC 2 Type II, ISO 27001/27017/27018, PCI-DSS, HIPAA & HITRUST, etc.).
- 13.4 Customer's Responsibility.** Customer is responsible for building and maintaining business continuity and disaster recovery plans for its operations, connectivity to the Cloud Services and other third-party services.

14 Security Incident Response

- 14.1 Security Incident Response Program.** Genesys will maintain a Security Incident response program based on Industry Standards designed to identify and respond to Security Incidents involving Customer Data. The program will be reviewed, tested and, if necessary, updated on at least an annual basis.
- 14.2 Notification.** In the event of a Security Incident or other security event requiring notification under applicable law, Genesys will notify Customer within twenty-four (24) hours and will reasonably cooperate so that Customer can make any required notifications relating to such event, unless Genesys is specifically required by law enforcement or a court order not to do so.
- 14.3 Notification Details.** Genesys will provide the following details regarding any Security Incidents to Customer: (i) date on which the Security Incident was identified and confirmed; (ii) the nature and impact of the Security Incident; (iii) actions Genesys has already taken; (iv) corrective measures planned to be taken; and (v) evaluation of alternative measures and next steps.
- 14.4 Ongoing Communication.** Genesys will continue providing status updates to Customer regarding the resolution of the Security Incident and continually work in good faith to correct the Security Incident and prevent future such Security Incidents. Genesys will cooperate, as reasonably requested by Customer, to further investigate and resolve the Security Incident.

15 Use of the Cloud Services

- 15.1 VoIP Services Lines.** Customer shall maintain strict security over all VoIP Services lines.
- 15.2 Recordings.** Customer acknowledges that use of recordings is within Customer's sole discretion and control. Without limiting the foregoing: (i) Customer accepts sole responsibility for determining the method and manner of performing recording such that it is compliant with all applicable laws and for configuring and using the Cloud Services accordingly; and (ii) Customer shall ensure that recordings shall be made only for purposes required by and/or in compliance with, all applicable laws. Customer will ensure that: (a) recordings will not knowingly include any bank account number, credit card number, authentication code, Social Security number or Personal Data, except as permitted by all applicable laws; or (b) recordings are in transit and at rest.

16 Audit of Genesys Security Compliance

- 16.1 Customer Audit.** Provided that Customer has demonstrated that it has a reasonable belief that Genesys is not in compliance with the security standards in Section 3.1 above and subject to Genesys' reasonable confidentiality and information security policies, Customer or a qualified third party chosen by Customer shall have the right, upon at least thirty (30) days' written notice, to perform a remote audit of Genesys' compliance with the terms of these Cloud Security Terms, limited to review of Genesys certifications and attestations, policies, interviews of key personnel, and the completion of a security assessment questionnaire provided by Customer.
- 16.2 Audit Requirements.** Customer may undertake an audit without reasonable belief described in 16.1, provided that:
- 16.2.1** The audit is performed during normal business hours,
 - 16.2.2** Genesys will invoice Customer a fee for Genesys' costs incurred (including internal time spent) in connection with any Customer audit, whether the audit was performed remotely or on-site,
 - 16.2.3** The scope and price of the audit will be agreed upon by the parties in a Statement of Work,
 - 16.2.4** Customer agrees that such audit will not include the right to on-site inspections or audits of any of Genesys' subcontractors, including Genesys' third-party hosting facilities and equipment,
 - 16.2.5** The audit will not violate Genesys' obligations of confidentiality to other customers or partners, or reveal Genesys' intellectual property, and
 - 16.2.6** Any assessment performed pursuant to this section shall not interfere with the normal conduct of Genesys' business.
- 16.3 Cooperation.** Genesys shall cooperate with any reasonable requests made by Customer during the course of such assessments.

Exhibit A

EXIT PLAN or Off-Boarding Plan

The following details the process of offboarding a customer from the Cloud Services:

1. **Initiation.** The Exit Plan process will be initiated upon expiration or receipt of formal notice of termination of contract by either party, as detailed in the Master Agreement, whether the termination is for convenience or cause.
2. **Exit Plan and Data Transfer Approach for the Cloud Services.** Customer will be able to use the Cloud Services APIs to retrieve the following customer data as stated in the Agreement.
 - a. **Customer Data (Reporting Metrics) Handover:** Customer data can be exported during or at contract termination by using Genesys' APIs on this link: https://developer.mypurecloud.ie/api/rest/v2/analytics/data_integration_guide.html. In the event that Customer requires additional time to export Customer Data beyond the date of contract termination or expiry, Customer shall request a service extension period in accordance with the Agreement.
 - b. **Customer Data (Recordings) Handover:** Recordings can be exported during or at the contract termination by using our Recording Export APIs. For further information please refer to this link below: <https://developer.mypurecloud.ie/api/tutorials/recordings-bulk-actions>.
3. **Extensions.** In the event that Customer requires additional time to export recordings beyond the date of contract termination or expiry, Customer shall request an extension of the Subscription Term before the termination or expiry date, as set out in the Agreement.
4. **Professional Services.** Customers can use the the Cloud Services API to build their own applications or engage with Genesys professional services for further assistance.
5. **Troubleshooting.** Troubleshooting and other platform logs are not provided or returned. Genesys is required to keep such logs for a minimum of 1 year as part of its compliance program.
6. **Third Party Applications.** Any Third-party applications (for example, AppFoundry Apps) are outside the scope of the Cloud Services exit/offboarding plan.

Exhibit B



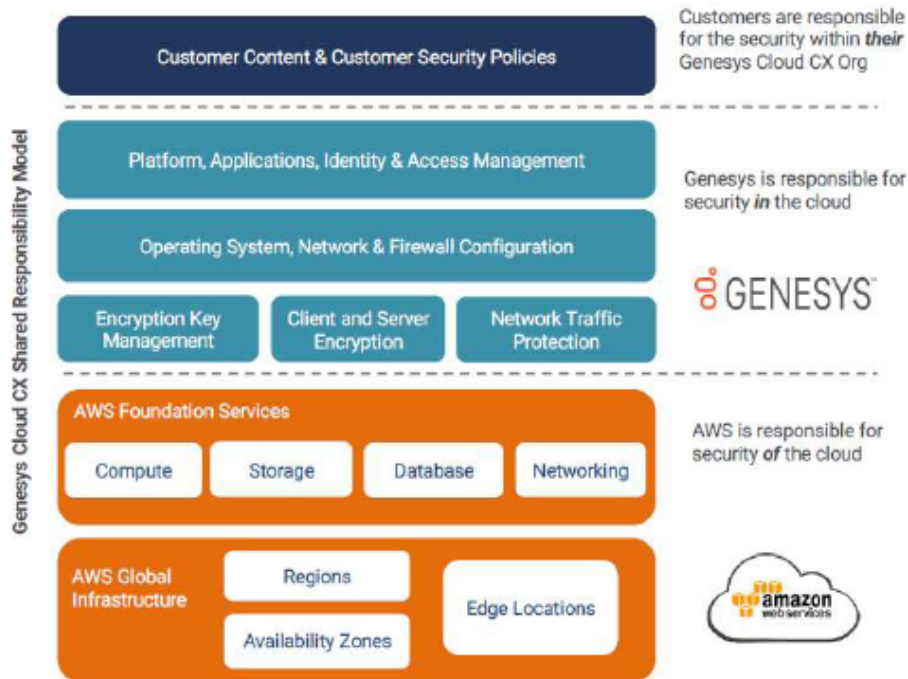
Shared responsibilities matrix, securing your Genesys Cloud environment

Genesys Cloud functions with transparency, accountability, and communication as the core principles for information security & compliance.

Genesys Cloud are emphatic with regards customer’s responsibility to secure their environment, to support this aspect a Customer Configuration Hardening Guide is available to facilitate this.

Genesys Cloud apply robust contracts and agreements to ensure those elements and/or functions provided by third parties are managed to ensure our customer’s environments are appropriately provisioned for confidentiality, integrity and available as the core tenets of information security!

For clarity, the responsibilities for providing and securing each customer’s environment are shown below.



To reiterate, the accompanying resource to this reference is the Customer Environment Hardening Guide, which is available through the resources in the Trust Center

Should there be any further clarification required this should be addressed through your Genesys Cloud relationship manager.

Please see the Customer Environment Hardening Guide to secure your environment.

ATTACHMENT D



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 23-4634 **Version:** 1 **Name:** TTEC Amendment 2023-2026
Type: Contract Amendment (Technology) **Status:** Approved
File created: 8/28/2023 **In control:** Technology and Innovation Committee
On agenda: 9/21/2023 **Final action:** 10/19/2023
Title: PROPOSED CONTRACT AMENDMENT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: TTEC Digital, LLC., Greenwood Village, Colorado

Request: Authorization for the Chief Procurement Officer to extend and increase contract

Good(s) or Service(s): services for development and support of the County's enterprise-wide Interactive Voice Response System (IVR).

Original Contract Period: 12/4/2013 - 12/3/2019, with two (2), two (2) year renewal options

Proposed Amendment Type: Extension and Increase

Proposed Contract Period: Extension period 12/4/2023 - 12/3/2026

Total Current Contract Amount Authority: \$6,918,417.18

Original Approval (Board or Procurement): Board, 12/4/2013, \$4,193,835.79

Increase Requested: \$3,985,792.20

Previous Board Increase(s): 9/14/2016, \$189,941.40; 6/28/2017, \$283,817.60; 2/21/2019, \$1,289,878.60; 11/4/2021, \$960,997.79

Previous Chief Procurement Officer Increase(s): N/A

Previous Board Renewals: 2/21/2019, (12/4/2019-12/3/2021); 11/4/2021, (12/4/2021 - 12/3/2023)

Previous Chief Procurement Officer Renewals: N/A

Previous Board Extension(s): N/A

Previous Chief Procurement Officer Extension(s): N/A

Potential Fiscal Impact: FY 2024 \$3,003,534; FY 2025 \$480,379; FY 2026 \$501,880

Accounts: 11100-1499-10155-540137 (for maintenance, hosting and software subscriptions), FY2024 CEP Request (Pro Services)

Contract Number(s): 13-18-078

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation and partial MWBE waiver.

The Chief Procurement Officer concurs.

TECHNOLOGY: N/A

Summary: The Countywide IVR provides vital functions for citizens such as reporting for jury duty; court date reminders; refilling prescriptions; doctor appointment reminders; Property PIN lookups, Property tax sale information and elections polling place locations. These interfaces have been custom developed between the IVR vendor and the application owners, such as the Property Systems, Court Case systems, Elections systems, Pharmacy RX systems, etc. In addition, maintenance and technical support services is required during the additional three- year renewal period. The services provided through this agreement will support Bureau of Technology's ("BOT") ability to provide one Common Platform shared by all elected officials. MBE/WBE participation will be handled by Clarity Partners, 14.5%

This contract was awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. Vendor was selected based on established evaluation criteria.

Sponsors:

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

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/19/2023	1	Board of Commissioners	approve	Pass
10/17/2023	1	Technology and Innovation Committee	recommend for approval	Pass
9/21/2023	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT AMENDMENT (TECHNOLOGY)

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

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

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

Bid/RFP/RFQ No.: 13-18-078 A7	Date: 7/25/2023
Total Bid or Proposal Amount: 10,904,263.38	Contract Title: IVR and Dialer Transition to Genesys Cloud
Contractor: TTEC Digital, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Clarity Partners, LLC
Authorized Contact for Contractor: Steven Pollema	Authorized Contact for Subcontractor/Supplier/ Subconsultant: David Namkung, Managing Member
Email Address (Contractor): Steven.Pollema@TTECDigital.com	Email Address (Subcontractor): D.Namkung@claritypartners.com
Company Address (Contractor): 6312 S. Fiddler's Green Circle Suite 100N	Company Address (Subcontractor): 20 N. Clark Street Suite 3600
City, State and Zip (Contractor): Greenwood Village, CO 80111	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (Contractor): 1.800.323.3639	Telephone and Fax (Subcontractor): Ph: 317.920.0550 Fx: 312.920.0554
Estimated Start and Completion Dates (Contractor): 1/1/2024 - 12/31/2024	Estimated Start and Completion Dates (Subcontractor): 1/1/2024 - 12/1/2024

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>
Consulting Services in support of TTEC Digital, LLC (fka Avtex Solutions, LLC)	\$368,691.50 14.5%

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.**

TTEC Digital, LLC

Contractor

Steven Pollema

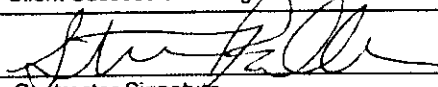
Name

EVP, Client Success & Managed Services

Title

Prime Contractor Signature

Date



9/7/2023



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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17th District

September 20, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark, Suite 2300
Chicago, IL 60601

Re: Contract No. 13-18-078 (Amendment No. 7)
Interactive Voice Response System
Bureau of Technology

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Avtex Solutions, LLC / New Company Name is TTEC Digital, LLC

Original Contract Value: \$4,193,835.79

Increased Contract Value: \$189,941.40 (Amendment No. 1)

New Contract Value: \$4,383,777.19

Increased Contract Value: \$283,817.60 (Amendment No. 2)

New Contract Value: \$4,667,594.00

Increased Contract Value: \$1,289,878.60 (Amendment No. 4)

New Contract Value: \$5,957,472.39

Contract Extension: 24 months

New Contract Term: December 4, 2019, through December 3, 2021

Increased Contract Value: \$ 960,997.79 (Amendment No. 5)

New Contract Value: \$6,918,471.18

Contract Extension: 24 months

New Contract Term: December 4, 2021, through December 3, 2023

Amendment No. 6: Company Name Change to TTEC Digital, LLC

approved on February 22, 2023 (Amendment No. 6)

Increased Contract Value: \$ 3,985,792.20 (Amendment No. 7)

New Contract Value: \$10,904,209.38

Contract Extension: 36 months

New Contract Term: December 4, 2023, through December 3, 2026

Contract Goal: 35% MBE/WBE

MBE/WBE

Status

Certifying Agency

Commitment (Direct)*

Clarity Partners, LLC

MBE(AAPI)

City of Chicago

14.5%

***Commitment is based on the professional services on this amendment in the amount of \$2,542,700.69.**

Partial MBE/WBE Granted: Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,



Jeanetta Cardine
Contract Compliance Deputy Director

JC/M

cc: Anna Epps, OCPO
Doug Coupland, BOT



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PRESIDENT
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15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Clarity Partners, LLC
Contact Person: David Namkung
Address: 20 N. Clark St, Suite 3600
City/State: Chicago/IL Zip: 60602
Phone: 312-920-0550 Fax: 312-920-0554
Email: d.namkung@claritypartners.com

Certifying Agency: City of Chicago
Certification Expiration Date: 5/16/2026
Ethnicity: Asian
Bid/Proposal/Contract #: 13-18-078
FEIN #: 80-0123899

Participation: Direct Indirect

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

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

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

Clarity Partners will provide system integration and user acceptance testing as well as deployment support. Clarity Partners will also develop product documentation and test plans. Services will be delivered following TTEC Digital's project approach and implementation methodology under the direction of TTEC's Program & Project Mgt

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

Payment to Clarity is n30 following TTEC's receipt of payment from Cook County.

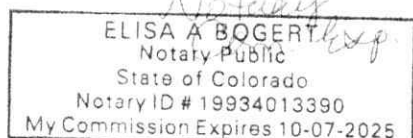
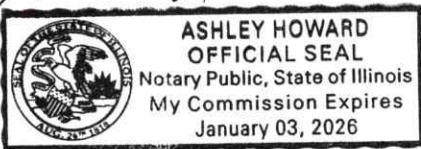
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes,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

[Signature]
Signature (M/WBE)
David Namkung
Print Name
Clarity Partners, LLC
Firm Name
9/12/2023
Date

[Signature]
Signature (Prime Bidder/Proposer)
Steve Pollema
Print Name
TTEC Digital, LLC
Firm Name
9/7/2023
Date

Subscribed and sworn before me 9/12/23
[Signature]

Subscribed and sworn before me this 7th day of September, 2023 by Steve Pollema.
[Signature]



Exp: Aug 3rd 2026

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

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

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

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

D. OTHER RELEVANT INFORMATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2023

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).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Casualty Company of Reading Penns</td> <td>20427</td> </tr> <tr> <td>INSURER D: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Company of Hartford	20478	INSURER B: Continental Insurance Company	35289	INSURER C: American Casualty Company of Reading Penns	20427	INSURER D: Transportation Insurance Company	20494	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED TTEC Digital, LLC 6312 S Fiddler Green Cir STE 100N Greenwood Village, CO 80111															

COVERAGES **CERTIFICATE NUMBER:** W30386646 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL 6081752045	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY COMP & COLL. <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY \$1,000 Ded. <input checked="" type="checkbox"/>	Y	Y	BUA 6081753485	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUE 6081257182	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A Y	N/A	Y	WC 6072754984	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Workers Compensation - CA & Employers Liability Per Statute - CA		Y	WC 6072754936	10/01/2023	10/01/2024	EL Each Accident	\$1,000,000
							EL Disease-Each Empl	\$1,000,000
							EL Disease- Pol Limit	\$1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

Cook County Government - Bureau of Technology
 118 N. Clark Street, Room 1018,
 Chicago, IL 60602

CANCELLATION

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

Jeri Brown



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED TTEC Digital, LLC 6312 S Fiddler Green Cir STE 100N Greenwood Village, CO 80111	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cook County Government - Bureau of Technology, it's officials, employee and agents are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Cook County Government - Bureau of Technology with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Transportation Insurance Company NAIC#: 20494
POLICY NUMBER: WC 6072800197 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation- RETRO	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease-Each Empl	\$1,000,000
Per Statute - AZ, MA, OR, WI	EL Disease- Pol Limit	\$1,000,000

INSURER AFFORDING COVERAGE: Transportation Insurance Company NAIC#: 20494
POLICY NUMBER: GAP 6072754628 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Comp & Employer's	EL Each Accident	\$1,000,000
Liability - Stop Gap	EL Disease-Each Empl	\$1,000,000
Per Statute - ND, OH, WA, WY	EL Disease- Pol Limit	\$1,000,000



**Cook County
Office of the Chief Procurement Officer**

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name:

Contract #:

Address:

City:

County:

State:

Zip:

Phone:

Email:

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

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

This recertification is being submitted in connection with

Contract Name:

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- Certifications (SECTION 2), if applicable, as updated on:
- Economic and Other Disclosures (SECTION 3), if applicable, as updated on:
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:
- Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:
- Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:
- Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: TTEC Digital, LLC

Date: 6/5/2023

(Print or type legal name of Applicant/Holder)

Steven Pollema

President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

Steven Pollema

Title of signatory:

EVP, Client Success & Managed Services

State of Colorado, County of Douglas

Subscribed and sworn to before me on this 5th day of June, 2023

Notary Public Signature: *Elisa A Bogert* Seal:

ELISA A BOGERT
Notary Public
State of Colorado
Notary ID # 19934013390
My Commission Expires 10-07-2025



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: _____

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

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

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

The aggregate dollar value of the business you are doing or seeking to do with the County: \$_____

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: _____

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: _____

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

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

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

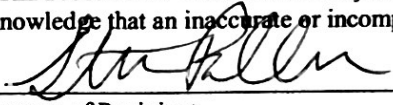
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

 _____ Signature of Recipient	6/5/2023 _____ 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.

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name TTEC Digital, LLC

D/B/A: _____ FEIN # Only: 45-1453033

Street Address: 9197 South Peoria Street

City: Englewood State: CO Zip Code: 80112

Phone No.: 800.835.3832 Fax Number: _____ Email: kjacob@avtex.com

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

Corporate File Number (if applicable): 04804511

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited liability company

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
TTEC Holdings, Inc.	9197 S. Peoria St., Englewood, CO 80112	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
TTEC Holdings, Inc.	9197 S. Peoria St., Englewood, CO 80112	100%	Parent Company

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
TTEC Holdings, Inc.	9197 S. Peoria St., Englewood, CO 80112	100%	N/A to Sole Member

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

Steven Pollema

EVP, Client Success & Managed Services

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

Title

Steven Pollema

Feb 02, 2023

Signature

Date

steven.pollema@ttec.com

Phone Number

E-mail address

My commission expires: 10/07/2025

Subscribed to and sworn before me
this 2nd day of Feb, 2023

x-Elisa A. Bogert
Notary Public Signature

ELISA A BOGERT
Notary Public
State of Colorado
Notary ID # 19934013390
My Commission Expires 10-07-2025

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 TTEC Holdings, Inc.

D/B/A: _____ FEIN # Only: 84-1291044

Street Address: 9197 South Peoria Street

City: Englewood State: CO Zip Code: 80112

Phone No.: 800.835.3832 Fax Number: _____ Email: chad.pryor@ttec.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Kenneth Tuchman	9197 S. Peoria St., Englewood, CO 80112	59%
BlackRock, Inc.	55 East 52nd St., New York, NY 10055	6%
The Vanguard Group	100 Vanguard Blvd., Malvern, PA 19355	5%

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

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

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

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

Chris Condon

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

[Handwritten Signature]
Signature

chris.condon@ttec.com

E-mail address

State of Colorado, County of Douglas

Subscribed to and sworn before me
this 14th day of Feb, 2023

Chief Revenue Officer

Title

2/14/23
Date

SIGN HERE

Phone Number

My commission expires: 10/07/2025

[Handwritten Signature]
Notary Public Signature

Notary Seal

ELISA A BOGERT
Notary Public
State of Colorado
Notary ID # 19934013390
My Commission Expires 10-07-2025



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

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

Name of Person Doing Business with the County: TTEC Digital, LLC

Address of Person Doing Business with the County: 9197 South Peoria Street, Englewood, CO 80112

Phone number of Person Doing Business with the County: 713.554.9061

Email address of Person Doing Business with the County: kjacob@avtex.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:

Jessie Blount, Senior Client Success Manager, Team Lead; 952.646.0815; jblount@avtex.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 13-18-078

Interactive Voice Response System Consolidation and Replacement

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 6,918,471.18

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: Doug Coupland, Director of Telecommunications, Bureau of Technolkogy - 312.603.1498

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: Doug Coupland, Director of Telecommunications, Bureau of Technolkogy - 312.603.1498

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature]
Signature of Recipient

Feb 02, 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: 13-18-078
County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): TTEC Digital, LLC
Substantial Owner Complete Name: TTEC Holdings, Inc.

FEIN# 45-1453033

Date of Birth: N/A E-mail address: kjacob@avtex.com

Street Address: 9197 South Peoria Street

City: Englewood State: CO Zip: 80112

Home Phone: [REDACTED]

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

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

IV. Request for Waiver or Reduction

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

- 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: [Handwritten Signature] Date: Feb 02, 2023

Name of Person signing (Print): Steven Pollema Title: EVP, Client Success & Managed Services

Subscribed and sworn to before me this 2nd day of February, 2023

x Elisa A. Bogut
Notary Public Signature

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

ELISA A BOGUT Notary Seal
 State of Colorado
 Notary ID # 19934013390
 My Commission Expires 10-07-2025

Exp. 10/07/2025

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

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

TTEC Digital, LLC

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

ph: / steven.pollema@ttec.com

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 2nd day of Feb., 2023

My commission expires: 10/07/2025

Elisa A Bogert

Notary Public Signature

ELISA A BOGERT Notary Public State of Colorado Notary ID # 1993401336 My Commission Expires 10-07-2025

*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.

**CERTIFICATE OF THE SECRETARY
OF
TTEC Digital, LLC**

February 27, 2023

The undersigned hereby certifies that I am the Assistant Secretary of TTEC Digital, LLC, a Colorado limited liability company (the "Company"), and that, as such, I am duly authorized to execute this Certificate on behalf of the Company. I further certify that the following person, as of the date hereof, is a duly elected, qualified and acting officer of the Company and, as such, is authorized to represent and bind the Company.

<u>Name</u>	<u>Title</u>
Steve Pollema	SVP

Officers of the Company shall have general executive power and shall have and may exercise any and all other powers and duties prescribed by law, regulation or practice and shall have the power and authority to execute, in accordance with the TTEC signature authority policy, all duly authorized contracts, agreements, deeds, conveyances or other obligations or instruments of the Company, except where permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Managers to some other officer or agent of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this the day and year first above written.



By: _____
Name: Elisa Bogert
Title: Assistant Secretary