

**MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT ("Services Agreement") is made and entered into as of the [REDACTED] day of [REDACTED], 20[REDACTED] ("Effective Date") by and between:

(a) COUNTY OF COOK, an Illinois body politic and corporate ("County"), by and through its operating unit, Cook County Health and Hospitals System doing business as Cook County Health ("CCH"), having offices at 1950 West Polk Street, Chicago, Illinois 60612; and

(b) [REDACTED], a [REDACTED], with its principal place of business at [REDACTED] ("Vendor").

CCH and Vendor are each a "Party" and are collectively the "Parties." Reference to "CCH GC" means the "General Conditions" for contracting with County and its operating units, including CCH, that are generally applicable to contractors engaged by County and its operating units, including CCH.

**WHEREAS**, CCH desires to engage Vendor to furnish Services and Deliverables to CCH as more fully described in this Services Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements and undertakings of the Parties and for other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties intend to be legally bound and agree as follows:

**ARTICLE 1  
CONSTRUCTION OF AGREEMENT**

**1.1 Defined Terms in Services Agreement (CCH GC-30)**. Capitalized terms used, but not otherwise defined, in this Services Agreement, have the meanings set forth in the Glossary of Terms attached as [Appendix 1](#). As used in this Services Agreement, the words "include" and "including" mean including but not limited to; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Services Agreement as a whole.

**1.2 References in Services Agreement (CCH GC-30)**. Unless the context otherwise requires, reference in this Services Agreement to: (a) an Article, Section, Appendix, Addendum, Exhibit, or Schedule means an Article or Section of, or an Appendix, Addendum, Exhibit or Schedule referenced in or attached to this Services Agreement; (b) a Statement of Work or Change Order means a Statement of Work or Change referenced in or issued under this Services Agreement; (c) an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or otherwise modified from time to time to the extent permitted by the provisions thereof and by this Services Agreement; and (d) a statute, regulation or other Law means such statute, regulation or other Law as amended or modified from time to time and includes any of its successors. Headings in this Services Agreement are for convenience and identification and do not describe, interpret, define or limit the scope, extent or intent of this Services Agreement.

**1.3 Incorporation in Services Agreement (CCH GC-30)**. The Appendices, Addenda, Exhibits and Schedules referenced in or attached to, and the Statements of Work and Change Orders referenced in or issued under, this Services Agreement will be construed with, and as an integral part of, this Services Agreement to the same extent as if they were set forth verbatim in this Services Agreement.

#### **1.4 Order of Precedence (CCH GC-30).**

(a) Contract Documents. In the event of and only to the extent of irreconcilable conflict or inconsistency of terms among the various documents (other than Statements of Work and Change Orders) that, at any given time, constitute this Services Agreement, the order of precedence and priority that will apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later-executed documents prevailing over earlier-executed documents of the same type:

(i) CCH Board of Directors Approval Bearing the Stamp of the Board Secretary;

(ii) HIPAA Business Associate Addendum (CCH GC-39) to the extent applicable to the furnishing of Services and Deliverables under this Services Agreement;

(iii) ARTICLES 1 through 12 of this Services Agreement; and

(iv) Any Appendix, Addendum, Exhibit, or Schedule referenced in or attached to this Services Agreement, other than the HIPAA Business Associate Addendum (CCH GC-39),

(b) Statements of Work and Change Orders. In the event of conflict or inconsistency between the terms and conditions of this Services Agreement and the terms and conditions of any Statement of Work or Change Order referenced in or issued under this Services Agreement, the terms and conditions of this Services Agreement will govern, unless expressly provided otherwise and there is written approval of the CCH Office of the General Counsel of the change in priority provided, in no case will a Statement of Work or Change Order supersede the HIPAA Business Associate Addendum (CCH GC-3), . CCH will be responsible for obtaining such approval of the CCH Office of the General Counsel before the Statement of Work or Change Order will govern.

### **ARTICLE 2**

#### **FURNISHING OF SERVICES AND DELIVERABLES**

**2.1 Vendor's Engagement (CCH GC-01).** CCH engages Vendor to furnish the services ("Services") and deliverables ("Deliverables") set forth in Statements of Work, as may be executed by the Parties and issued from time to time as "Statements of Work" under this Services Agreement. Services and Deliverables must be furnished in accordance with the terms and conditions of this Services Agreement, as supplemented by the terms and conditions specific to the Services and Deliverables in the applicable Statements of Work in an amount not to exceed the Maximum Contract Amount of \$\_\_\_\_\_ Vendor accepts this engagement as the prime contractor under and subject to the terms and conditions of this Services Agreement and assumes full and total responsibility and liability for procuring and furnishing the Services and Deliverables to or for CCH. Vendor will:

(a) Act at all times as the single point of reference and contact for CCH with regard to this Services Agreement and all performance under this Services Agreement;

(b) Furnish the Services and Deliverables in a manner that complies with all applicable Law and accreditation standards affecting CCH or County, including as applicable the Medicare Conditions of Participation and standards of The Joint Commission;

(c) If Vendor's personnel will furnish any Services that require a medical staff appointment or appropriate clinical privileges, assure that such appointments or privileges have been secured prior to permitting such personnel to furnish such Services;

(d) Procure and furnish to or for CCH all Services and Deliverables specified in this Services Agreement and the Statements of Work, regardless whether any particular Service or Deliverable is manufactured or supplied directly by Vendor or through a third party;

(e) Furnish the Services and Deliverables inclusive of all activities and tasks necessary and appropriate for performance of the Services or Deliverables in accordance with this Services Agreement, subject to CCH's retention of performance of any activities or tasks for a particular Service or Deliverable as specified in the applicable Statement of Work;

(f) Furnish, install, configure, implement and integrate the Services and Deliverables, provide efficient business administration and project management with respect to this engagement, and appropriately supervise all work performed as part of this engagement, as necessary and appropriate to complete the installation, configuration, implementation and integration of Services and Deliverables in accordance with this Services Agreement;

(g) Provide ongoing support and maintenance of all Services and Deliverables; and

(h) Not discontinue or suspend performance under this Services Agreement or any Statement of Work prior to the expiration or termination date of this Services Agreement or the applicable Statement of Work, unless the CCH Chief Procurement Officer or designee directs otherwise in writing.

**2.2 Changes in Services or Deliverables (CCH GC-16).** CCH may request change to any Statement of Work by providing a written request to Vendor, specifying the change with sufficient detail to reasonably enable Vendor to evaluate the request.

(a) Vendor's Provision of Change Order. Within 10 days (or such longer period as the Parties mutually agree) after the date of CCH's request, Vendor will deliver to CCH a written request to change ("Change Order") the applicable Statements of Work, which includes the following as applicable:

(i) Description of the impact of the Change Order upon the Statement of Work;

(ii) Specifications, implementation plans and schedules with milestones and completion dates;

(iii) Firm price quote to implement the Change Order, which price quote will constitute Vendor's firm offer for 30 days (or such longer period as stated in the Change Order); and

(iv) Estimates of any expenses or disbursements anticipated to implement the Change Order.

(b) Change Order Negotiation, Acceptance or Rejection. For 30 days (or such longer period as stated in the Change Order) following Vendor's delivery of the Change Order to CCH ("Negotiation Period"), the Parties may negotiate mutually-acceptable modifications to the Change Order.

(i) No Cost Increase or Scope Expansion. When a Change Order does not require an increase to the Maximum Contract Amount for this Services Agreement, as approved by the CCH Board of Directors and certified by the Stamp of the Secretary of the CCH Board of Directors ("Maximum Contract Amount"), and does not expand the scope of Services or Deliverables beyond that requested by CCH in any request for proposal or approved by the CCH Board of Directors, then before expiration of the Negotiation Period, CCH may notify Vendor in writing of CCH's acceptance or rejection of the Change Order (as may have been modified by the Parties during the Negotiation Period).

A) Change Order Rejection. If CCH rejects, or fails to give any notice to Vendor with respect to the Change Order before expiration of the Negotiation Period, CCH will be deemed to have rejected the Change Order and withdrawn its request to change the Statement of Work. Vendor will thereafter take no further action with respect to the Change Order.

B) Change Order Acceptance. If CCH accepts the Change Order before expiration of the Negotiation Period and there are available CCH-approved contract funds that may be reallocated without causing the Maximum Contract Amount to be exceeded, then the CCH Using Department operationalizing the Change Order may reallocate those CCH-approved contract funds for the Change Order without need for a contract amendment pursuant to [Section 12.9](#).

(ii) Cost Increase or Scope Expansion. When a Change Order requires or commits additional monies to be expended by CCH that were not in the Maximum Contract Amount or expands the scope of Services or Deliverables beyond that requested by CCH in any request for proposal or approved by the CCH Board of Directors, then the Change Order may not be accepted by CCH unless such Change Order is processed as an Amendment pursuant to [Section 12.9](#).

(c) Implementation of Accepted Change Order. Upon CCH's acceptance of a Change Order that does not require processing as an Amendment pursuant to [Section 2.2\(b\)\(ii\)](#), the Parties will execute the Change Order and apply it to the applicable Statements of Work. Vendor will thereafter implement the Change Order in accordance with its terms and conditions as part of the applicable Statements of Work. No Change Order or other request for change to a Statement of Work will become binding upon CCH or Vendor, and CCH will not be obligated to pay Vendor for, and Vendor will not be obligated to furnish, any Services or Deliverables described in a Change Order, except as expressly set forth in a Change Order signed by a duly authorized representative of each Party and attached to the applicable Statements of Work.

**2.3 CCH Inspection and Rejection of Services and Deliverables (CCH GC-04).** At all times during the Term and at any location where this Services Agreement is performed, CCH will have a right to inspect the Services and Deliverables. Services and Deliverables may be rejected by the CCH Using Department if the Services or Deliverables fail to meet the specifications of this Services Agreement. In the event of such rejection, Vendor will remedy the failure in accordance with [Section 7.1\(d\)](#). Any rejected Deliverable must be removed by Vendor within a reasonable time from CCH's premises at Vendor's expense, after CCH has given notice to Vendor that such Deliverable has been rejected.

**2.4 Vendor Personnel (CCH GC-02).** Personnel that Vendor employs or engages in connection with this Services Agreement must have the requisite ability, expertise, knowledge and skill appropriate to the work they carry out in connection with the furnishing of Services and Deliverables and must not be excluded Persons as specified in [Section 10.1\(c\)](#). At all times during the Term, Vendor will assign a sufficient number of qualified personnel to enable furnishing of the Services and Deliverables in accordance with this Services Agreement. The quality, experience and availability of Vendor personnel are of the essence under this Services Agreement.

(a) Identification of Key Vendor Personnel. Vendor will furnish to CCH a list identifying all key Vendor personnel to be used to furnish the Services and Deliverables and their designated assignments. The list will, upon CCH's request, include the qualifications of each individual named.

(b) Removal of Vendor Personnel. If CCH has a reasonable basis to believe at any time during the Term that the performance or conduct of any Vendor personnel assigned to carry out work in connection with the furnishing of Services or Deliverables fails to conform to the requirements of this Services Agreement, CCH will so notify Vendor. Vendor will promptly remedy the performance or conduct of such personnel. Should Vendor fail to promptly remedy such personnel's performance or conduct and CCH requests the personnel's replacement, Vendor will, no later than 30 days following CCH's request, replace the personnel with other qualified personnel, reasonably acceptable to CCH, who meet the requirements of this Services Agreement.

(c) Wage Requirements. Vendor will familiarize itself with the current Cook County Living Wage established by County's Chief Financial Officer and ensure that Vendor's employees are paid not less than the applicable Cook County Living Wage. If Vendor's employees or its subcontractors' employees furnish any Services to which the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) or Cook County Code of Ordinances Section 34-163 applies, then Vendor must ensure that its employees assigned to provide such Services under this Services Agreement are paid not less than the applicable prevailing wage. Vendor must maintain documentation sufficient to verify that its employees assigned to furnish such Services are paid not less than the Cook County Living Wage or the applicable prevailing wage.

**2.5 Parties' Primary Contacts and Status Meetings (CCH GC-01).**

(a) Primary Contacts. Each Party will designate and identify a primary contact ("Primary Contact") to serve as the Party's principal contact individual for the other Party with respect to this Services Agreement.

(b) Status Meetings. On a periodic basis, but no less frequently than monthly during the Term, Vendor's Primary Contact, along with other Vendor personnel as CCH may request, will participate in an in-person or telephonic meeting with CCH's Primary Contact, and other CCH

representatives as CCH may elect to include, at the time and place that CCH reasonably designates. The purpose of each such meeting will be to review and discuss the operational status and anticipated tasks or activities with respect to the applicable Statements of Work, including any actual or anticipated problems and proposed solutions that could impact performance of the Statements of Work.

## **2.6 Books and Records Maintenance (CCH GC-32).**

(a) By Vendor. Vendor will maintain timely, complete and accurate books and records, consistent with books and records maintained in the ordinary course of business and including documents, papers, canceled checks, bank statements, purveyor's and other invoices involving transactions relating to compliance with the terms, conditions or provisions of this Services Agreement or the Services and Deliverables, for the longer of: (i) 10 years following the later of expiration or termination of, or final payment under, the Services Agreement; (ii) completion of a final audit by CCH or by the U.S. Department of Health and Human Services ("DHHS"), the U.S. Comptroller General, the U.S. Department of Justice, the Illinois Department of Healthcare and Family Services, the Illinois Office of Attorney General or other applicable State or County agencies, or their respective designees; or (iii) as otherwise required by applicable Law. Vendor will be responsible for establishing and maintaining records sufficient to document the costs associated with Vendor's furnishing of Services and Deliverables under this Services Agreement.

(b) Medicare Reimbursement of Services or Deliverables. To the extent the Services Agreement or an applicable Statement of Work pertains to Services or Deliverables, which may be reimbursable under the Medicare program and to which Social Security Act § 1861(v)(1)(I) (42 U.S.C. § 1395x(v)(1)(I)) may apply, Vendor will retain, to the extent not included within the books and records Vendor is required to maintain under Section 2.6(a), the Services Agreement and the books, documents, records and data necessary and appropriate to certify the nature and extent of the costs of the Services and Deliverables for at least 4 years after furnishing the Services or Deliverables that may be reimbursable under the Medicare program.

(c) By Subcontractors. Vendor will include in all of its subcontracts relating to this Services Agreement a provision that requires each subcontractor to maintain timely, complete and accurate books and records, consistent with books and records maintained in the ordinary course of business and including documents, papers, canceled checks, bank statements, purveyor's and other invoices involving transactions relating to compliance with the terms, conditions or provisions of the subcontract or this Services Agreement or the Services and Deliverables furnished by the subcontractor, for the longer of: (i) 10 years following the later of expiration or termination of, or final payment under, the subcontract; (ii) completion of a final audit by CCH or by DHHS, the U.S. Comptroller General, the U.S. Department of Justice, the Illinois Department of Healthcare and Family Services, the Illinois Office of Attorney General or other applicable State or County agencies, or their respective designees; or (iii) as otherwise required by applicable Law.

## **2.7 Audit and Examination (CCH GC-32).**

(a) By CCH. Upon CCH's reasonable notice and during normal business hours, Vendor will, and will contractually require its subcontractors performing under this Services Agreement

to, make available and submit for audit, inspection, evaluation or examination by CCH or its duly authorized representatives, their respective books and records maintained in compliance with [Section 2.6](#), as well as their respective premises, facilities, equipment, computer and other electronic systems, for the longer of: (i) 10 years following the later of expiration or termination of, or final payment under, the Services Agreement or subcontract, as applicable; (ii) completion of CCH's final audit; or (iii) as otherwise required by applicable Law. Any CCH audit, inspection, evaluation or examination will be conducted in a manner that does not unreasonably interfere with the operation of Vendor's or subcontractor's day-to-day business affairs. Vendor will, and will contractually require its subcontractors performing under this Services Agreement to, copy, upon CCH's reasonable notice and at CCH's expense, and furnish to CCH the books and records it maintains in compliance with [Section 2.6](#).

(b) By Government Agencies. Vendor will, and will contractually require its subcontractors performing under this Services Agreement to, make available their respective books and records maintained in compliance with [Section 2.6](#), as well as their respective premises, facilities, equipment, computer and other electronic systems, involving transactions relating to or compliance with the terms, conditions or provisions of the Services Agreement, the subcontracts or the Services and Deliverables, available for audit, inspection, evaluation, examination or copying by DHHS, the U.S. Comptroller General, the U.S. Department of Justice, the Illinois Department of Healthcare and Family Services, the Illinois Office of Attorney General and other applicable State or County agencies, or their respective designees, at all reasonable times at Vendor's or subcontractor's place of business or such other mutually agreeable location, for the longer of: (i) 10 years following the later of expiration or termination of, or final payment under, the Services Agreement or subcontract; (ii) completion of a final audit by DHHS, the U.S. Comptroller General, the U.S. Department of Justice, the Illinois Department of Healthcare and Family Services, the Illinois Office of Attorney General or other applicable State or County agencies, or their respective designee; or (iii) as otherwise required by applicable Law, *provided*, if a government agency determines there is a reasonable possibility of fraud or abuse or similar risk, the government agency or its designee may audit, inspect, evaluate or examine Vendor or subcontractor at any time.

(c) Medicare Reimbursement and Related Organizations. If Vendor carries out any of its obligations under the Services Agreement or an applicable Statement of Work pertaining to Services or Deliverables, which may be reimbursable under the Medicare program and to which Social Security Act § 1861(v)(1)(I) (42 U.S.C. § 1395x(v)(1)(I)) may apply, through one or more subcontracts with a related organization involving a value or cost of \$10,000 or more over a 12-month period, Vendor will include in each such subcontract a provision that requires that, until the expiration of 4 years after the furnishing of any item or service pursuant to each such subcontract, the related organization will make available, upon request, to DHHS, the U.S. Comptroller General, or their respective designees, each such subcontract and the books, documents, records and data of the related organization necessary and appropriate to certify the nature and extent of such value or cost.

**2.8 Cooperation and Reliance.** Vendor and CCH will cooperate in good faith with each other in performance of their respective obligations and responsibilities under this Services Agreement. Vendor may rely upon the accuracy and completeness of the data and information that CCH provides or arranges to provide Vendor under this Services Agreement for Vendor's furnishing of Services and Deliverables.



**2.9** **Policies and Procedures.** Vendor must maintain, and regularly review and update as necessary or appropriate, sufficiently detailed written policies and procedures applicable to implementation and performance of the Services. Such policies and procedures must address testing, monitoring, auditing and other quality assurance activities undertaken with respect to implementation and performance of the Services. Vendor will ensure adherence to those policies and procedures in the implementation and performance of the Services. CCH may at all times during the Term review the policies and procedures applicable to implementation and performance of the Services, and Vendor will furnish CCH an electronic copy in an agreed format of any or all then current policies and procedures for the Services as promptly as practicable, but no later than five (5) Business Days after Vendor's receipt of CCH's request.

**ARTICLE 3**  
**PAYMENT FOR SERVICES AND DELIVERABLES**

**3.1** **Fees (CCH GC-06).** CCH will pay Vendor in accordance with this Services Agreement for Services and Deliverables furnished by Vendor to or for CCH.

**3.2** **Expenses and Disbursements (CCH GC-06).** CCH will be responsible for reasonable expenses and disbursements that Vendor incurs in the course of furnishing Services and Deliverables under this Services Agreement. Vendor must submit documentation, including third-party receipts, to CCH to substantiate the types and amounts of expenses and disbursement incurred related to the furnishing of Services and Deliverables for which Vendor seeks reimbursement from CCH.

**3.3** **Fee, Expense and Disbursement Estimates (CCH GC-06).** To the extent Vendor charges for Services or Deliverables on an hourly basis for actual time worked, Vendor will provide an estimate of the total fees to be payable for each applicable Statement of Work. Vendor will also provide an estimate of the total expenses and disbursements that Vendor may incur for each applicable Statement of Work. Vendor will promptly notify CCH's Primary Contact of the reasons and the anticipated amounts of additional fees, expenses and disbursements any time Vendor anticipates exceeding a dollar limit for fees, expenses and disbursements that CCH may establish for an applicable Statement of Work.

**3.4** **Invoices (CCH GC-06).** Vendor is on notice that invoices are required to comply with and be submitted in accordance with Cook County Code of Ordinances Sections 34-310 and 34-311. Unless the Parties agree to an alternative payment frequency and that alternative payment frequency is identified in the applicable Statement of Work, Vendor will invoice CCH monthly by submission of invoices to the CCH Using Department. Each invoice must include itemized records that indicate the dates or periods in which Services and Deliverables being invoiced were furnished, describe the work performed and the time spent performing the work, and detail the fees and reimbursable expenses and disbursements incurred during the period covered by the invoice. Each invoice must be in a form acceptable to CCH and include third-party receipts or other evidence satisfactory to CCH for each expense or disbursement for which Vendor's invoice seeks reimbursement. Each invoice must accord with any applicable cost provisions of this Services Agreement or Statement of Work and reference a valid purchase order if CCH has issued a purchase order in connection with the furnishing of any of the Services or Deliverables.

**3.5** **Payment (CCH GC-06).** CCH payment terms are Net 45 days following CCH receipt of Vendor's invoice satisfying the requirements of [Section 3.4](#). No payment may be made on an invoice that fails to comply with the requirements of [Section 3.4](#). CCH will pay the undisputed portion of each invoice



that satisfies the requirements of [Section 3.4](#) within Net 45 days following CCH receipt of Vendor's invoice and notify Vendor of any portion of the invoice that CCH disputes and the bases for the dispute. Upon resolution of any disputed portion of an invoice, CCH will pay the amounts owed to Vendor within Net 45 days following such resolution. Vendor will not be entitled, to: (a) invoice or otherwise charge CCH or County for late fees, interest on past due payments, or other penalties assessed on untimely payments; or (b) invoice, without the prior written approval of the CCH Chief Procurement Officer or designee, additional charges, costs, mark-up or pass-through amounts with respect to any subcontract or subcontractor of or arranged by Vendor.

**3.6 Payment in Full.** Vendor will accept the amounts paid pursuant to this Services Agreement as payment in full for furnishing Services and Deliverables. CCH will have no financial obligation or liability to any Vendor subcontractor or agent under any circumstance, and Vendor will ensure Vendor's subcontractors and agents do not seek payment from CCH for furnishing Services or Deliverables under this Services Agreement or for satisfaction of any financial obligation or liability whatsoever owed by Vendor. Vendor is solely responsible for compensating any Vendor subcontractor or agent performing under this Services Agreement.

**3.7 Taxes (CCH GC-08).** Federal Excise Tax does not apply to materials purchased by County, including CCH, by virtue of Exemption Certificate No. 36-75-0038K. The Illinois Retailers' Occupation Tax, Illinois Use Tax and Illinois Municipal Retailers' Occupation Tax do not apply to Services or Deliverables purchased by County, including CCH, by virtue of statute. The State of Illinois Sales Tax Exemption Identification No. applicable to County, including CCH, is E-9998-2013-07. The price or prices that Vendor quotes under this Services Agreement or any Statement of Work or Change Order must include all other Federal and State direct and indirect taxes that may apply.

**3.8 Refunds.** In the event Vendor receives, or an audit, inspection, evaluation or examination by CCH or its duly authorized representatives identifies, any payment under this Services Agreement, which is in excess of amounts due under this Services Agreement or otherwise disallowed by CCH or County, Vendor, at CCH's direction, will promptly refund the excess or disallowed amount to CCH or credit the excess or disallowed amount to the next payment due or to become due to Vendor from CCH under this Services Agreement or any other contract between Vendor and CCH or County.

**3.9 Prepaid Fees (CCH GC-07).** Upon the expiration or termination of this Services Agreement for any reason, Vendor will refund to CCH any prepaid fees CCH paid to Vendor for Services or Deliverables not actually furnished as of the expiration or termination date, on a prorated basis to the expiration or termination date, no later than 30 days following the expiration or termination date.

#### **ARTICLE 4** **CONFIDENTIALITY**

**4.1 Confidential Information (CCH GC-31).** In connection with performance under this Services Agreement, Vendor may gain access to CCH Confidential Information, and CCH may gain access to Vendor Confidential Information.

(a) "Confidential Information" Defined. "Confidential Information" means all information in any form that is identified by the disclosing Party to the receiving Party as confidential or proprietary at the time of the disclosure or that, under the circumstances surrounding the disclosure, should reasonably be considered by the receiving Party as confidential or proprietary, including trade secrets, internal business practices, processes, plans, goals,

strategies, software systems, protocols, policies, procedures, finances, products, services and pricing.

**4.2 Exclusions from Confidential Information (CCH GC-31).** Excluded from “Confidential Information” is information that:

(a) Is generally available to the public at the time the disclosing Party makes the disclosure;

(b) Was rightfully and legally available on a non-confidential basis to the receiving Party prior to the disclosing Party’s disclosure of the information to the receiving Party;

(c) Becomes rightfully and legally available on a non-confidential basis to the receiving Party from a source other than the disclosing Party; *provided*, that the source is not prohibited from transmitting the information to the receiving Party by a contractual, legal or fiduciary obligation;

(d) Is developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information; or

(e) Is Protected Health Information as defined by the HIPAA Business Associate Addendum (CCH GC-39).

**4.3 Vendor Confidentiality Obligations (CCH GC-31).**

(a) Protection of CCH Confidential Information. Vendor will protect the confidentiality of CCH Confidential Information with no less than reasonable care and in at least the same manner and to the same extent as Vendor protects its own Confidential Information.

(b) Restriction on Use and Disclosure of CCH Confidential Information. Vendor may not use or disclose any CCH Confidential Information without CCH’s specific prior written consent, except as necessary to perform Vendor’s obligations or exercise Vendor’s rights under this Services Agreement or as required by Law. Vendor may permit use of CCH Confidential Information only by Vendor’s employees, and disclose CCH Confidential Information only to Vendor’s subcontractors, agents and other representatives, that: (i) need to know CCH Confidential Information as necessary to perform Vendor’s obligations or exercise Vendor’s rights under this Services Agreement or as required by Law; and (ii) are bound by confidentiality obligations at least as stringent as those in this Services Agreement. In no event may Vendor or any of Vendor’s employees or Vendor’s subcontractors, agents and other representatives use or disclose for business or personal gain or make other improper use or disclosure of CCH Confidential Information.

(c) Additional Confidentiality Obligations Applicable to Vendor. Notwithstanding the CCH Confidential Information use and disclosure permissions granted to Vendor by [Section 4.3\(b\)](#), Vendor may not compile or distribute statistical analyses or reports or engage in data aggregation or data de-identification utilizing data derived from CCH Confidential Information or other information or data obtained from CCH or County without CCH’s specific prior written consent. Vendor will furnish a copy of any such statistical analyses or reports or aggregated or de-identified data, for which CCH provides written consent, to CCH without charge to CCH.

#### **4.4 CCH Confidentiality Obligations (CCH GC-31).**

(a) Protection of Vendor Confidential Information. CCH will protect the confidentiality of Vendor Confidential Information with no less than reasonable care and in at least the same manner and to the same extent as CCH protects its own Confidential Information.

(b) Restriction on Use and Disclosure of Vendor Confidential Information. CCH may not use or disclose any Vendor Confidential Information without Vendor's specific prior written consent, except as necessary to perform CCH's obligations or exercise CCH's rights under this Services Agreement or as required by Law. CCH may permit use of Vendor Confidential Information only by CCH's employees, and disclose Vendor's Confidential Information only to CCH's subcontractors, agents and other representatives, that: (i) need to know Vendor Confidential Information as necessary to perform CCH's obligations or exercise CCH's rights under this Services Agreement or as required by Law; and (ii) are bound by confidentiality obligations at least as stringent as those in this Services Agreement.

(c) Public Meeting and Public Document Disclosure. Vendor acknowledges and agrees that, notwithstanding that Confidential Information includes the existence and content of this Services Agreement as specified in [Section 4.1\(b\)](#), County as a public body (including CCH as a part of County) may discuss information regarding this Services Agreement in public meetings and disclose such information in public documents.

(d) Freedom of Information Act Compliance. Vendor acknowledges and agrees that CCH, as part of a public body, is required to comply with the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*) and, accordingly, CCH will have the right to determine upon receipt of a FOIA request whether it will or will not withhold information in response to the FOIA request. Vendor may reasonably designate, in writing to CCH, Vendor information as Vendor Confidential Information as provided in [Section 4.1\(a\)](#). If Vendor makes such a reasonable designation, CCH will use best efforts to notify Vendor of an applicable FOIA request and provide Vendor the opportunity to assert that Vendor information is exempt from copying and inspection under FOIA §§ 7(1)(b) or (g) (5 ILCS 140/7(1)(b), (g)). CCH may require Vendor to submit written justification for asserting the exemption. To the extent CCH or County is assessed attorneys' fees or court costs as a result of assisting Vendor in asserting an exemption from FOIA disclosure, Vendor will indemnify and hold harmless CCH and County from and against such expenses.

**4.5 Compelled Confidential Information Disclosure.** If a receiving Party is required by subpoena or other legal process to disclose the disclosing Party's Confidential Information, the receiving Party will, prior to disclosure, promptly notify the disclosing Party so that the disclosing Party may object to the subpoena or other legal process or obtain a protective order or other appropriate remedy. In the event the disclosing Party's objection or effort to obtain a protective order or other appropriate remedy fails, the receiving Party will furnish only that portion of the disclosing Party's Confidential Information that the receiving Party is legally compelled to furnish. Notwithstanding the other provisions of this [Section 4.5](#), CCH will not be deemed in breach of this Services Agreement if CCH honors a properly executed criminal or civil subpoena for Vendor Confidential Information.

**4.6 Confidential Information Return or Destruction.** Upon expiration or termination of this Services Agreement and at any other time upon the disclosing Party's request, the receiving Party will promptly return to the disclosing Party or destroy documents and materials, and all copies thereof,

constituting or containing any of the disclosing Party's Confidential Information, and certify in writing to the disclosing Party that the disclosing Party's Confidential Information has been returned or destroyed. Vendor may retain one copy of its work papers for archival purposes, notwithstanding that the work papers may contain CCH Confidential Information; *provided*, Vendor will protect the CCH Confidential Information within those work papers in accordance with this [ARTICLE 4](#) for as long as Vendor retains those work papers containing CCH Confidential Information.

## **ARTICLE 5**

### **PROPRIETARY RIGHTS**

**5.1 Vendor Intellectual Property.** In the course of performing under this Services Agreement, Vendor may incorporate products, software, services or solutions that Vendor owns or has properly licensed from third-party manufacturers or suppliers (collectively, "Vendor IP") prior to Vendor's incorporation into and furnishing of them as part of Services or Deliverables. Vendor will not incorporate any Vendor IP into any Service or Deliverable unless Vendor has disclosed Vendor's intention to do so in the applicable Statements of Work. As between CCH and Vendor, Vendor IP is Vendor's property.

**5.2 Patents, Copyrights and Licenses to Vendor IP (CCH GC-17).**

(a) Vendor Grant of License Rights and Authorizations to CCH for Services. With respect to Vendor IP that Vendor furnishes to CCH as part of any Services that is necessary or appropriate for CCH's use, operation, modification, enhancement or maintenance of the Services, Vendor grants to CCH a worldwide, non-exclusive, non-transferable, paid-up and royalty-free license (or sublicense as applicable to any Vendor IP that is a Vendor-licensed product, software, service or solution from a third-party manufacturer or supplier) and right, for as long as Vendor furnishes the Services, including during any wind-down of the Services, to: (i) use the Vendor IP and its documentation in connection with the applicable Services (including the use, operation, modification, enhancement and maintenance of the Services) for CCH's internal business purposes; and (ii) enable CCH to authorize its employees, agents and other representatives to do the same with respect to Vendor IP furnished to CCH as part of the Services. All Vendor IP that Vendor furnishes to CCH as part of the Services will, to the extent applicable, be the latest commercially-available release and version as of the Effective Date.

(b) Vendor Grant of License Rights and Authorizations to CCH for Deliverables. With respect to Vendor IP that Vendor furnishes to CCH as part of any Deliverable that is necessary or appropriate for CCH's use, operation, modification, enhancement or maintenance of the Deliverable, Vendor grants to CCH a worldwide, non-exclusive, non-transferable, paid-up and royalty-free license (or sublicense as applicable to any Vendor IP that is a Vendor-licensed product, software, service or solution from a third-party manufacturer or supplier) and right, for as long as CCH seeks to use the Deliverable during and after the Term, to: (i) use the Vendor IP and its documentation in connection with the applicable Deliverable (including the use, operation, modification, enhancement and maintenance of the Deliverable) for CCH's internal business purposes; and (ii) enable CCH to authorize its employees, agents and other representatives to do the same with respect to Vendor IP furnished to CCH as part of the Deliverable. All Vendor IP that Vendor furnishes to CCH as part of Deliverables will, to the extent applicable, be the latest commercially-available release and version as of the Effective Date.

(c) Vendor-Licensed Third-Party Product, Software, Service or Solution. To the extent any Vendor IP that Vendor furnishes to CCH as part of Services or Deliverables is licensed from a third-party manufacturer or supplier pursuant to a separate license agreement, Vendor will notify CCH of the existence of and provide a copy of each such separate license agreement, in writing or electronically, to the CCH Procurement Office no later than Vendor's furnishing of the Services or Deliverables incorporating the Vendor IP to which such separate license agreement applies. Notwithstanding the terms of any license agreement issued by a third-party manufacturer or supplier, Vendor will ensure that, as between Vendor and CCH: (i) all Vendor IP licensed from a third-party manufacturer or supplier that Vendor furnishes to CCH as part of the Services or Deliverables are warranted in accordance with the provisions of [ARTICLE 7](#); and (ii) CCH obtains a worldwide, non-exclusive, non-transferable, paid-up, and royalty-free license and right to use the Vendor IP licensed from a third-party manufacturer or supplier that Vendor furnishes to CCH as part of the Services or Deliverables consistent with the requirements of [Section 5.2\(a\) or 5.2\(b\)](#) as applicable.

(d) CCH Access to Third-Party Licenses. Vendor will furnish the CCH Procurement Office with all licenses, license rights and authorizations required for CCH to utilize any Vendor IP licensed from a third-party manufacturer or supplier, including firmware or middleware, that Vendor furnishes to CCH as part of Services or Deliverables. Such licenses, license rights and authorizations must be clearly marked with a reference to the number that CCH assigns to this Services Agreement. Such licenses, licensed rights and authorizations must satisfy the requirements of [Section 5.2\(a\) or 5.2\(b\)](#) as applicable and not limit the number of Persons who may utilize the Vendor IP licensed from a third-party manufacturer or supplier that Vendor furnishes to CCH as part of Services or Deliverables.

(e) Vendor's IP Indemnity. Consistent with [Section 8.4](#), Vendor will indemnify, defend and hold harmless, at its own expense (including reasonable attorneys', accountants' and consultants' fees), CCH and County and their respective commissioners, directors, officers, employees, agents, and other representatives with respect to any suit or proceeding brought against CCH or County based upon a claim that the ownership or use of Vendor IP or any part thereof, which Vendor furnished to CCH as part of, or utilized in furnishing, Services or Deliverables, constitutes infringement of any patent, copyright, license or any other property right. In the event that CCH's use of any Vendor IP or any portion or component thereof is enjoined, Vendor will, with all reasonable speed and due diligence, provide to or secure for CCH, at Vendor's election, one of the following: (i) the right to continue use of the Vendor IP or any portion or component thereof; (ii) an equivalent product, software, service or solution meeting the specifications of this Services Agreement and the applicable Statements of Work; or (iii) modification of the Vendor IP or any portion or component thereof so that it becomes non-infringing while performing in a substantially similar manner to the original Vendor IP furnished by Vendor to CCH as part of the Services or Deliverables and meeting the specifications of this Services Agreement and the applicable Statements of Work.

### **5.3 Joint Ownership of Joint IP and CCH Ownership of Work Product (CCH GC-17).**

(a) Work Product Defined. "Work Product" means those Deliverables, whether computer programs (as source code, object code or any other form), designs, specifications, inventions, discoveries, improvements, techniques, compilations, drawings, maps, manuals, protocols, plans, processes, analyses, and other creations, documentation or materials (and all

intermediate and partial versions thereof) and whether patented or patentable, subject to copyright or otherwise protectable by Law, that Vendor or any Vendor employee, agent or subcontractor creates, develops, invents or conceives for or on behalf of CCH in connection with Vendor's performance or fulfillment of its obligations and responsibilities under this Services Agreement; *provided*, Work Product does not include the following:

i) [Vendor may insert those Vendor IP items that may not be "Work Product"];

ii) [Vendor may insert those Vendor IP items that may not be "Work Product"]

In the event that the Parties cannot agree whether a specific item is a Deliverable that is or is not Work Product, the Parties will comply with the terms of the Dispute Resolution process in [Section 12.3](#).

(b) Joint Ownership of Joint IP. Any listed item in [Section 5.3\(a\)\(iii\)](#), which is customized to CCH or created in collaboration with CCH, will belong to and be the property of both Parties (collectively, "Joint IP"). Each Party will have the right to use such item of Joint IP during and after the Term of this Services Agreement; *provided*, any Joint IP that Vendor uses does not use or disclose CCH Confidential Information or Protected Health Information, and any Joint IP CCH uses does not use or disclose Vendor Confidential Information.

(c) CCH Ownership of Work Product. Except as specified in [Section 5.3\(b\)](#) for Joint IP or as specified in [Section 5.1](#) for Vendor IP specifically so designated in a Statement of Work, Vendor assigns to CCH, and CCH will retain, all right, title and interest in and to all Work Product, including all United States and foreign patents, copyrights, trade secrets, trademarks, and any other intellectual property or proprietary rights pertaining to Work Product. All Work Product will be CCH's sole and complete property, whether as "works made for hire" (as such term is used in 17 U.S.C. § 201) or otherwise. CCH will have the right, at its own expense, to obtain and hold all United States and foreign patents, copyrights, trade secrets, trademarks, and any other intellectual property or proprietary rights in or to Work Product. Vendor will ensure that Vendor's employees, agents and subcontractors, involved in furnishing Deliverables, promptly execute any document and take any other action as may be necessary or reasonably requested by CCH to accomplish or evidence the foregoing CCH ownership of Work Product in any jurisdiction, without further consideration and free from any claim, lien or retention of rights. Upon CCH's request upon expiration or termination of this Services Agreement, Vendor will promptly and fully disclose and deliver to CCH all Work Product in tangible form and, as applicable, in both source code and object code form, with all available user manuals and other documentation pertaining to Work Product.

#### **5.4 CCH Ownership of Data Deliverables (CCH GC-17).**

(a) Data Deliverables. All studies, reports and other documentation that Vendor or any Vendor employee, agent or subcontractor creates or develops for CCH or that CCH creates or develops from reporting Services made available to CCH, which are derived from, based on or incorporate data (including CCH Confidential Information or Protected Health Information) resulting from the performance of this Services Agreement, are data deliverables (collectively, "Data Deliverables") and will be CCH's property, even if not qualifying as Work Product. CCH will



be afforded full access to CCH Data Deliverables at all times, upon reasonable notice. Except as expressly provided otherwise by this Services Agreement, Vendor will be in breach of this Services Agreement if Vendor reproduces, uses or discloses any Data Deliverables, regardless whether such reproduction, use or disclosure is for Vendor's own or for any third party's purpose.

(b) Data Deliverables Damage. During the performance of this Services Agreement, Vendor is responsible for any loss or damage to Data Deliverables while in Vendor's possession or under Vendor's control. Any such loss or damage to Data Deliverables will be restored or otherwise remedied at Vendor's expense.

(c) Data Deliverables Format. In the event CCH requests Data Deliverables, Vendor will provide Data Deliverable to CCH in a form that meets an industry-standard format (such as .XLSX, .CSV, .TXT, .MDB or .DAT). Data Deliverables must comprehensively represent the record (e.g., all relevant fields) and exactly match the source information. Data elements in a record or other document must be clearly separated and use appropriate delimiters (such as commas or pipes) or be of fixed length. The end of line character must appear only at the end of each data record. Embedded line feed and carriage return in data elements must be eliminated or replaced with appropriate characters.

**5.5 CCH Intellectual Property (CCH GC-17)**. CCH reserves all rights, including ownership, title, intellectual property rights and all other rights and interest, in and to any computer program (in object or source code format or any other form), know-how, inventions, processes, databases, documentation, training materials, designs, reports, manuals, documents, specifications, hardware, software and equipment, and any other intellectual property and any tangible embodiments of any of these, which CCH makes available to Vendor pursuant to this Services Agreement (collectively, "CCH IP"). No CCH IP may be removed from CCH's premises without CCH's prior written consent. Vendor will return any CCH IP obtained from CCH upon the earlier of: (a) CCH's request; or (b) expiration or termination of this Services Agreement or an applicable Statement of Work. Vendor will, at Vendor's risk and expense, maintain CCH IP in good condition while in Vendor's custody or under Vendor's control.

**5.6 Ownership of Confidential Information and Protected Health Information (CCH GC-17)**.

(a) CCH Ownership. As between CCH and Vendor, all CCH Confidential information and Protected Health Information are and remain the sole property of CCH during and after the Term. Vendor does not have and will not obtain any rights in any CCH Confidential Information or Protected Health Information, except to use and disclose CCH Confidential Information as permitted by this Services Agreement or Protected Health Information as defined by the HIPAA Business Associate Addendum.

(b) Vendor Ownership. As between CCH and Vendor, all Vendor Confidential information are and remain the sole property of Vendor during and after the Term. CCH does not have and will not obtain any rights in any Vendor Confidential Information, except to use and disclose Vendor Confidential Information as permitted by this Services Agreement.



**ARTICLE 6**  
**TERM AND TERMINATION**

**6.1 Services Agreement Term.** The term of this Services Agreement ("Term") will consist of the "Initial Term" and each "Renewal Term" as follows:

(a) Initial Term. This Services Agreement commences and becomes effective on the Effective Date and remains in effect until [REDACTED] ("Initial Term"), unless sooner terminated as provided in Section 6.3.

(b) Renewal Term.

(i) This Services Agreement may renew for up to 2 successive 12-consecutive month periods (each a "Renewal Term"), subject to written agreement of the Parties at least 120 days prior to the expiration of the then-current Initial Term or Renewal Term.

(ii) If the Parties fail to agree to renew this Services Agreement at least 120 days prior to the expiration of the then-current Initial Term or Renewal Term, then either Party may give the other Party written notice of non-renewal of this Services Agreement, and the Services Agreement will expire at the end of the then-current Initial Term or Renewal Term, unless the Parties reach agreement in writing to renew the Services Agreement before the expiration.

(iii) This Services Agreement will continue for each agreed Renewal Term, unless sooner terminated as provided in Section 6.3.

**6.2 Statement of Work Term.** The term of each Statement of Work will be as specified in the Statement of Work and where not stated, the Statement of Work shall terminate with the termination of the Services Agreement.

**6.3 Termination (CCH GC-24).**

(a) Termination for Convenience by CCH. CCH may terminate this Services Agreement or all or part of a Statement of Work at least [REDACTED] days prior written notice to Vendor, without cause and without penalty, liability or other obligation to Vendor with respect to the Services Agreement, excepting outstanding fees due for Services and Deliverables up to the date of termination. The termination date will be stated in CCH's termination notice to Vendor.

(b) Termination for Breach. Either Party may terminate this Services Agreement or a Statement of Work, in accordance with Section 8.1 and without penalty or liability, upon prior written notice to the other Party if the other Party materially breaches this Services Agreement or the applicable Statement of Work and fails to cure the material breach within the applicable cure period following receipt of written notice from the non-breaching Party describing the material breach. The termination date will be stated in the non-breaching Party's termination notice.

(c) Termination Related to Appropriations. If this Services Agreement is a multi-year contract, then in accordance with Cook County Code of Ordinances Section 38-85(c), this Services Agreement is subject to County Board of Directors' approval of appropriations for Vendor's

furnishing of Services and Deliverables under this Services Agreement. Should insufficient funds be appropriated for the furnishing of Services and Deliverables, or should there be insufficient appropriated funds to continue the furnishing of Services and Deliverables, or should the need for the furnishing of Services or Deliverables be eliminated, CCH may terminate this Services Agreement, without penalty or liability or further payment or other obligation by CCH or County. CCH will furnish written notice of termination specifying the termination date to Vendor for failure of appropriation of sufficient funds, insufficient appropriated funds, or elimination of need for the Services and Deliverables as promptly as practicable after CCH becomes aware of the appropriations failure or appropriations insufficiency or elimination of need. CCH will have no further obligation under this Services Agreement after the termination date.

(d) Termination for Change in Law. Either Party may terminate this Services Agreement **in accordance with the HIPAA Business Associate Addendum (CCH GC-39)** if there is a statutory or regulatory change that materially adversely affects the Party electing termination to the extent any of those Addenda is applicable to the furnishing of Services and Deliverables.

(e) Immediate Termination for Excluded Persons. Notwithstanding any other termination provision of this Services Agreement, CCH may immediately terminate this Services Agreement upon prior written notice to Vendor following the occurrence or notification of any excluded Person performing under this Services Agreement as provided by **ARTICLE 10**.

(f) Termination of Statements of Work. Expiration or termination of this Services Agreement will terminate all Statements of Work.

#### **6.4 Vendor's Obligations on Termination (CCH GC-24).**

(a) Orderly Wind-Down or Transition. Following either Party giving notice of non-renewal or termination of this Services Agreement, Vendor will begin timely assistance and cooperation with the smooth, complete and orderly wind-down of Services and Deliverables and/or transition of Services and Deliverables to a successor. The Parties will negotiate in good faith and agree in writing on the parameters of and time frame for such wind-down of Services and Deliverables and/or transition of Services and Deliverables to a successor.

(b) Vendor's Obligations on Full Expiration or Termination. Upon the expiration or termination date of this Services Agreement or any Statement of Work, Vendor will immediately cease furnishing all Services and will promptly deliver to CCH all Deliverables (whether finished or in process and including Data Deliverables) under this Services Agreement or the applicable Statement of Work.

(c) Vendor's Obligations on Partial Termination. Upon the termination date for part, but not all, of any Statement of Work, Vendor will, unless the CCH Chief Procurement Officer or designee directs otherwise in writing, immediately cease furnishing all Services and will promptly furnish to CCH all Deliverables (whether finished or in process and including Data Deliverables) under the applicable Statement of Work. Vendor will thereafter refrain from incurring further costs or expenses with respect to the applicable Statement of Work, except as the CCH Chief Procurement Officer or designee specifically approves in advance in writing.

**6.5 Survival.** Each Party's rights, duties and obligations under this Services Agreement, which by their nature are intended to survive the expiration or termination of this Services Agreement, will

survive and continue as valid and enforceable rights, duties and obligations for as long as they have application following the expiration or termination of this Services Agreement, including the rights, duties and obligations set forth in [Sections 2.1](#) (“Vendor Engagement”), [2.3](#) (“CCH Inspection and Rejection of Services and Deliverables (CCH GC-04)”), [2.6](#) (“Books and Records Maintenance (CCH GC-32)”), [2.7](#) (“Audit and Examination of Records (CCH GC-32)”), [3.9](#) (“Prepaid Fees (CCH GC-07)”), [6.4](#) (“Vendor’s Obligations on Termination (CCH GC-24)”), [6.5](#) (“Survival”), [12.2](#) (“Publicity”), [12.3](#) (“Dispute Resolution (CCH GC-11)”); [ARTICLE 4](#) (“Confidentiality”), [ARTICLE 5](#) (“Proprietary Rights”), [ARTICLE 7](#) (“Vendor’s Representations, Warranties and Guarantees”), [ARTICLE 8](#) (“Default, Remedies, Liability Limitation and Indemnification”), [the HIPAA Business Associate Addendum \(CCH GC-39\)](#)”) to the extent each is applicable to the furnishing of Services and Deliverables.

## **ARTICLE 7 VENDOR’S REPRESENTATIONS, WARRANTIES AND GUARANTEES**

**7.1 Services and Deliverables (CCH GC-01 & -26).** Vendor warrants as follows with respect to the Services and Deliverables that Vendor furnishes to CCH:

- (a) Vendor will furnish the Services and Deliverables in a workmanlike manner in accordance with recognized professional standards and practices in the applicable industry.
- (b) All Services and Deliverables will conform to the specifications of this Services Agreement and will be free of material or frequent defects.
- (c) All Services and Deliverables, and all portions and components thereof, will be compatible with each other and operate in all material respects, on a component-by-component basis and as an integrated whole, in conformance with the specifications in this Services Agreement.
- (d) Vendor will promptly re-furnish, repair or replace any Service or Deliverable, or any portion or component thereof, that fails to satisfy the warranty in this [Section 7.1](#) or that has defects, at no additional charge to CCH.
- (e) Vendor will not make changes to Services or Deliverables or modify their specifications and documentation as set out in this Services Agreement and the Statements of Work without CCH’s prior written consent.

**7.2 Viruses (CCH GC-26).** Vendor warrants that Vendor’s furnishing of the Services and Deliverables will not cause or result in the creation or insertion of any virus, timer, clock, counter or other harmful or limiting code, design, instruction or routine that could erase data or programming or cause any Service, Deliverable or Work Product, or any portion thereof, or any program, equipment or data, to become inoperable or otherwise incapable of being used in the full manner for which designed, intended and created. Vendor will promptly repair or replace any Service, Deliverable or Work Product, or portion thereof, that fails to satisfy the warranty in this [Section 7.2](#) and promptly correct in a manner satisfactory to CCH any damage caused by such failure. All such cures shall be at no additional charge to CCH.

**7.3 Non-Infringement (CCH GC-26).** Vendor represents and warrants, as of the Effective Date, that: (a) Vendor has not infringed, misappropriated or otherwise violated, and Vendor’s performance or exercise of its rights or granting of any rights under this Services Agreement will not infringe, misappropriate or otherwise violate, any intellectual property or proprietary rights of any third party,

including copyrights, patents, trade secrets and trademarks; and (b) CCH's exercise of its rights granted under this Services Agreement or receipt of the Services, Deliverables or Work Product will not infringe, misappropriate or otherwise violate any intellectual property or proprietary rights of any third party. Vendor represents and warrants, as of the Effective Date, that no third party has asserted or is asserting or, to Vendor's knowledge, has or will have any reasonable basis to assert, a claim of such infringement, misappropriation or violation.

**7.4 Guarantees and Warranties (CCH GC-01 & -26).** Vendor will timely furnish all guarantees and warranties applicable to the Services and Deliverables to the CCH Procurement Office. Each such guarantee or warranty must be at least as favorable as those Vendor furnishes on comparable Services and Deliverables for its other accounts. The rights and remedies provided to CCH by these guarantees and warranties are in addition to and will not limit any rights and remedies otherwise afforded to CCH under this Services Agreement. Vendor provides the following additional guarantees and warranties with respect to the Services and Deliverables:

(a) Warranties for Maintenance and Support. Vendor will maintain and support the Services and Deliverables as part of an integrated whole, such that the Services and Deliverables and all portions and components thereof are in effective operating condition in accordance with applicable CCH standards and the specifications in this Services Agreement. Vendor will assign sufficient numbers of qualified personnel, equipment and facilities to at all times ensure that maintenance and support, including preventive maintenance and support, are timely and effectively accomplished, including within 24 hours following CCH's report to Vendor of performance issues with the Services or Deliverables. Replacements for Services or Deliverables, or portions or components thereof, that Vendor provides as part of maintenance and support may be new or, if functionally equivalent to new in performance and life expectancy, factory reconditioned, refurbished, or re-manufactured.

(b) Software Support and Updates. Vendor will maintain and support each current and most recent prior release of software that Vendor furnishes to CCH as part of Services or Deliverables. CCH will be entitled to receive each new version or update of such software as Vendor makes such new version or update commercially available to its other accounts.

(c) Manufacturers' Warranties. Vendor will furnish Services and Deliverables in a manner that does not void or limit any applicable third-party manufacturer's or supplier's warranties or maintenance and support obligations that may apply with respect to Services and Deliverables. If Vendor's furnishing of Services and Deliverables has the effect of voiding or limiting any such manufacturer's or supplier's warranties or maintenance obligations, Vendor will become responsible for the manufacturer's or supplier's warranties or maintenance and support obligations at no cost to CCH.

(d) Third-Party Products, Software, Services or Solutions. Any Vendor IP licensed from a third-party manufacturer or supplier that Vendor furnishes to CCH as part of Services or Deliverables must be new and originally manufactured, unless CCH otherwise permits in writing in applicable Statements of Work. Vendor may not make changes to such Vendor IP that Vendor furnishes to CCH as part of Services or Deliverables nor may Vendor modify the specifications and documentation relating to such Vendor IP without CCH's prior written consent. Vendor assigns to CCH all guarantees, warranties and indemnities that Vendor obtains or are otherwise applicable with respect to such Vendor IP that Vendor furnishes to CCH as part of Services or Deliverables to

the fullest extent permitted. Vendor will enforce on CCH's behalf and for CCH's benefit any such guarantees, warranties and indemnities with respect to such Vendor IP that Vendor furnishes to CCH as part of Services or Deliverables to the extent they cannot be or have not been assigned to CCH. Vendor will coordinate with third-party manufacturers or suppliers of the products, software, services and solutions comprising Vendor IP that Vendor furnishes to CCH as part of Services or Deliverables to ensure that CCH may promptly obtain directly or by assignment the guarantees, warranties, indemnities and commitments of such third-party manufacturers and suppliers with respect to their products, software, services and solutions comprising Vendor IP that Vendor furnishes to CCH as part of Services or Deliverables.

**7.5 Authority (CCH GC-26).** Vendor represents and warrants that: (a) Vendor has full right, title and authority to execute and deliver this Services Agreement, to carry out all transactions and Statements of Work contemplated by this Services Agreement, and to complete all performance under this Services Agreement; (b) this Services Agreement has been duly executed and delivered by Vendor and (upon CCH's authorization, execution and delivery) is Vendor's valid and binding obligation, enforceable against Vendor in accordance with its terms and conditions; and (c) the execution, delivery and performance of, and the consummation of the transactions contemplated by, this Services Agreement do not and will not conflict with, violate or constitute a breach of Vendor's contractual obligations with any third party or of any Law, court order or decree to which Vendor is or may become subject. Vendor represents and warrants that, as of the Effective Date, the execution, delivery and performance of, and the consummation of the transactions contemplated by, this Services Agreement have been duly authorized by all requisite corporate action of Vendor.

**7.6 No Claim (CCH GC-26).** Vendor represents and warrants that there is no action, suit, proceeding, claim or investigation pending against Vendor in any court, or by or before any Federal, State, municipal or other government agency, domestic or foreign, or before any arbitrator of any kind, that if adversely determined might adversely affect Services or Deliverables or restrict Vendor's ability to continue to perform its obligations under this Services Agreement.

## **ARTICLE 8**

### **DEFAULT, REMEDIES, LIABILITY LIMITATIONS AND INDEMNIFICATION**

**8.1 Default (CCH GC-12, -13 & -14).**

(a) Vendor's Default. Vendor will be in default in the event of Vendor's material breach of any term or condition of this Services Agreement, including a Vendor representation, guarantee or warranty, unless Vendor cures the material breach within 30 days following Vendor's receipt of CCH's written notice describing the material breach. No failure of CCH to give written notice of material breach to Vendor will be deemed a waiver of CCH's right to assert such material breach at a later time in the event Vendor commits a subsequent material breach of any term or condition of this Services Agreement.

(b) CCH's Default. Except for a material breach by CCH related to its payment obligations to Vendor under this Services Agreement, CCH will be in default in the event of CCH's material breach of any term or condition of this Services Agreement, unless CCH cures the material breach within 30 days following CCH's receipt of Vendor's written notice describing the material breach. In the event of a material breach by CCH related to its payment obligations to Vendor under this Services Agreement, CCH will have 60 days to cure the material breach

following CCH's receipt of Vendor's written notice describing the material breach related to payment.

(c) CCH's Remedies for Vendor's Default. Following CCH's notice to Vendor of material breach of any term or condition of this Services Agreement, CCH may withhold payments otherwise owed to Vendor under this Services Agreement until Vendor has cured the material breach. If Vendor fails to cure the material breach during the 30-day period following Vendor's receipt of CCH's written notice describing the material breach, CCH may terminate this Services Agreement or the applicable Statement of Work upon written notice to Vendor, which notice will set the termination date for this Services Agreement or the applicable Statement of Work. CCH will have the right, in addition to or in lieu of the right of termination, to pursue all remedies in law or equity. If Vendor breaches a material term or condition of this Services Agreement more than once during any 12 consecutive month period during the Term, or expresses unwillingness or inability to continue performing this Services Agreement in accordance with its terms and conditions, CCH may at its option declare Vendor in default and be entitled to exercise all remedies available to CCH, including termination of this Services Agreement or any Statement of Work, without affording Vendor further opportunity to cure Vendor's material breach.

(d) Vendor's Remedies for CCH's Default. If CCH has been notified by Vendor of a material breach and fails to cure the material breach within the applicable cure period described in [Section 8.1\(b\)](#) following CCH's receipt of such notice, Vendor may terminate this Services Agreement or the applicable Statement of Work upon at least 30 days prior written notice to CCH, which notice will set the termination date for this Services Agreement or the applicable Statement of Work. Vendor will have the right, in addition to or in lieu of the right of termination and subject to the CCH liability limitation set forth in [Section 8.3\(a\)](#), to pursue all remedies in law or equity. Vendor's exercise of remedies may not disrupt CCH's operations, suspend Services, withhold Deliverables, or repossess any portion or component of any Service or Deliverable.

**8.2 Remedies Cumulative.** A Party's rights and remedies under this Services Agreement are cumulative. A Party's exercise of one or more of its rights and remedies under this Services Agreement will not exclude or preclude the Party from exercising any other right or remedy.

### **8.3 Liability Limitations (CCH GC-14).**

(a) Limitation on CCH's Liability. CCH will not be liable for any consequential, exemplary, incidental, indirect or special damages, lost profits or loss of goodwill resulting from any claim or cause of action based upon breach of warranty, breach of contract, default, negligence, strict liability, or any other legal theory, even if CCH has been advised, knew, or should have known of the possibility thereof. The limitation on CCH's liability does not extend to liability for tort or other conduct that does not arise out of CCH's obligations and responsibilities under this Service Agreement. CCH's aggregate liability under this Services Agreement will be limited to Vendor's actual provable Direct Damages, not to exceed the Direct Damages Cap less all amounts CCH has paid to Vendor for Vendor's furnishing of Services and Deliverables pursuant to this Services Agreement.

(b) Limitation on Vendor's Liability. Vendor's aggregate liability under this Services Agreement will be limited to CCH's actual provable Direct Damages, not to exceed the Direct Damages Cap, and will exclude consequential, exemplary, incidental, indirect or special damages,

except the following amounts, whether characterized as direct, consequential, exemplary, indirect or special damages or otherwise, are also recoverable by CCH from Vendor and the amounts recovered will not count against or reduce the Direct Damages Cap on Vendor's liability to CCH:

- (i) Amounts that Vendor may pay or paid arising out of or related to Vendor's indemnification obligations under **ARTICLE 8** and Vendor's reimbursement obligations under this Services Agreement;
- (ii) Amounts that Vendor may pay or paid arising out of or related to monetary fines or penalties imposed by a government agency in connection with this Services Agreement;
- (iii) Amounts that Vendor may pay or paid arising out of or related to Vendor's obligations under the **HIPAA Business Associate Addendum (CCH GC-39)**; and
- (iv) Amounts that Vendor may pay or paid as a consequence of Vendor's failure to meet any operational or financial performance guarantee under this Services Agreement.

The limitation on Vendor's liability does not extend to liability for tort or other conduct that does not arise out of Vendor's obligations and responsibilities under this Service Agreement.

**8.4 Vendor's Indemnification Obligations (CCH GC-05).** Vendor will indemnify, defend and hold harmless CCH and County and their respective commissioners, directors, officers, employees, agents and other representatives as well as their respective heirs, successors and assigns (individually, a "CCH Indemnified Party" and, collectively, the "CCH Indemnified Parties") from and against any and all losses, liabilities, fines, fees, penalties, costs (including reasonable attorneys' and other professionals' fees and costs of investigation and litigation), expenses, damages, interest, settlement payments, awards and judgments (collectively, "Losses") in connection with any claim, demand, suit, action, or civil, criminal or administrative proceeding ("Indemnification Claim") arising out of or related to: (a) the negligence or willful misconduct of Vendor or its officers, employees, agents, or subcontractors in the course of furnishing Services or Deliverables or otherwise performing under this Services Agreement; or (b) any breach of this Services Agreement by or on behalf of Vendor or its officers, employees, agents, or subcontractors. No performance bond or insurance protection required of Vendor or otherwise provided by Vendor will in any way limit Vendor's responsibility to indemnify and hold harmless CCH Indemnified Parties under this **Section 8.4**. **Vendor's indemnification obligations under this Section 8.4 are independent of and do not limit, but must be construed in harmony with, Vendor's mitigation obligations under the HIPAA Business Associate Addendum (CCH GC-39).**

**8.5 Indemnification Procedures (CCH GC-05).**

(a) Notice of Indemnification Claim. CCH will give notice to Vendor as promptly as practicable of any Indemnification Claim made or commenced against any CCH Indemnified Party of which CCH becomes aware.

(b) Notice of Election. Vendor will have the option to either: (a) undertake the defense of the CCH Indemnified Party, in which case Vendor will provide qualified attorneys,



consultants and other appropriate professionals to represent the interests of the CCH Indemnified Party; or (b) authorize the CCH Indemnified Party to undertake its own defense, in which case the CCH Indemnified Party will provide its own qualified attorneys, consultants and other appropriate professionals to represent its interests. Vendor will provide notice to the CCH Indemnified Party and CCH of the option Vendor elects no later than 10 days following the date of CCH's notice to Vendor of a Indemnification Claim. Under either option that Vendor elects, Vendor will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals in the investigation, trial and defense of the Indemnification Claim and any appeal arising therefrom.

(c) Vendor Election to Defend. If Vendor undertakes the defense of the CCH Indemnified Party, the CCH Indemnified Party will cooperate, at Vendor's cost and expense, in all reasonable respects with Vendor and its attorneys in the investigation, trial and defense of the Indemnification Claim and any appeal arising therefrom; *provided*, the CCH Indemnified Party may, at its own cost and expense, participate through its attorneys or otherwise in such investigation, trial and defense of the Indemnification Claim and any appeal arising therefrom. Vendor will not admit liability or settle any Indemnification Claim that involves a remedy other than the payment of money without the CCH Indemnified Party's prior written consent.

(d) Failure to Notify or Otherwise Perform. Any failure by CCH or a CCH Indemnified Party to provide notice of Indemnification Claim to or cooperate with Vendor, as contemplated in this [Section 8.5](#), will reduce Vendor's indemnification obligations under this [ARTICLE 8](#) only to the extent Vendor is prejudiced thereby. If Vendor fails to notify the CCH Indemnified Party of Vendor's election under this [Section 8.5](#) or otherwise fails to acknowledge its obligation to indemnify the CCH Indemnified Party no later than 10 days following the date of CCH's notice to Vendor of a Indemnification Claim, the CCH Indemnified Party need not obtain Vendor's written consent prior to engaging its own qualified attorneys, consultants and other appropriate professionals to represent its interests and undertake its investigation and defense prior to admitting liability or settling the Indemnification Claim, all at Vendor's obligation to pay the reasonable fees and expenses and other Losses, including any settlement payment or judgment amounts, that the CCH Indemnified Party may incur.

## **ARTICLE 9**

### **VENDOR INSURANCE**

**9.1 Vendor-Required Insurance (CCH GC-03)**. Vendor will maintain, at Vendor's sole cost and expense and in full force and effect, for the Term at least the following insurance, through policies with reputable and financially sound insurance organizations or through a program of self-insurance acceptable to CCH, to cover loss and damage arising from the furnishing of Services and Deliverables (collectively, "Vendor-Required Insurance"):

(a) Workers' compensation insurance in accordance with the Laws of the State of Illinois and any other applicable jurisdiction, with at least the following coverage:

(i) Employer's liability with minimum limits of \$1,000,000 each accident and \$1,000,000 each employee by disease and minimum \$1,000,000 policy limit by disease; and

(ii) Broad form all States.

(b) Commercial general liability insurance for bodily injury and property damage, including loss of use, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage combined. The commercial general liability insurance must include at least the following coverage:

- (i) All premises and operations;
- (ii) Broad form blanket contractual liability;
- (iii) Products and completed operations;
- (iv) Broad form property damage liability; and
- (v) Cross liability.

(c) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles, trucks and trailers, with at least the following coverage:

- (i) For all automobiles, minimum limit of \$1,000,000 per occurrence for bodily injury and property damage combined; and
- (ii) For uninsured motorists, in accordance with the Laws of the State of Illinois.

(d) Umbrella and excess liability insurance with minimum limits of \$2,000,000 per occurrence for all liability and \$2,000,000 aggregate per policy year separately for products and completed operations.

(e) Professional liability and errors and omissions insurance for all activities Vendor undertakes pursuant to this Services Agreement with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate and a retroactive date on or before execution of this Services Agreement.

(f) Cyber liability insurance with minimum limit of \$10,000,000 aggregate and no sub-limits under \$5,000,000 for CCH's costs and expenses related to or liability arising from any of the following:

- (i) Unauthorized access to, or use, disclosure, or acquisition of personal, confidential or health-related information (including Confidential Information and Protected Health Information) and any related forensic, crisis management, legal, public relations and investigation costs;
- (ii) Unauthorized access to, use of, or tampering with computer or network systems or programs, including inability of an authorized third party to gain access to services, denial of service attacks, or other hacker incidents;
- (iii) Introduction of malware or a computer virus into, or otherwise causing damage to, a third party's computer or network system, or similar computer-related property and damage or loss of the data, software, and programs thereon;

(iv) Any government fines, penalties, audits, investigations or other inquiries resulting from the alleged or actual unauthorized access to or use, disclosure, or acquisition of personal, confidential or health-related information (including Protected Health Information) or network security liability incident;

(v) Third-party breach response, notification, call center, printing and credit-monitoring costs;

(vi) Multi-media and technology professional liability; and

Business interruption loss due to any of the foregoing exposures or incidents.

**9.2 Additional Requirements (CCH GC-03).** Vendor-Required Insurance must meet the following additional requirements:

(a) Vendor-Required Insurance must be primary to and non-contributory with respect to any other insurance or self-insurance that may be maintained by CCH, and must contain cross-liability coverage and a separation of insureds or severability-of-interest clause.

(b) Vendor will procure waivers of subrogation in favor of CCH applicable to all Vendor-Required Insurance.

(c) Any Vendor-Required Insurance written on a “claims-made,” rather than an “occurrence” basis, must include an extended reporting period, or “tail,” of no less than five (5) years following expiration or termination of this Services Agreement.

**9.3 Evidence of Coverage (CCH GC-03).** Vendor will furnish to CCH certificates of insurance or other documentation sufficient to evidence Vendor’s maintenance of the Vendor-Required Insurance prior to the Effective Date of this Services Agreement and thereafter upon CCH request. Vendor will notify CCH in writing of the impending termination, non-renewal, expiration, lapse or material change of any Vendor-Required Insurance at least 30 days prior thereto. Vendor will immediately notify CCH upon receipt of a cancellation or non-renewal notice for any Vendor-Required Insurance.

**9.4 Insurer Qualifications (CCH GC-03).** Each insurance company providing any Vendor-Required Insurance must be licensed or approved by the State of Illinois Department of Insurance and have a financial strength and size rating no lower than “A-” and “(VII)”, respectively, as listed in A.M. Best’s Key Rating Guide (current edition or interim report). Insurance companies with financial strength and size ratings lower than “A-” and “(VII)” may be acceptable upon the written consent of the CCH Chief Procurement Officer.

**9.5 Additional Insureds (CCH GC-03).** Vendor-Required Insurance will name CCH and County as additional insureds on a primary basis for liability directly or indirectly arising out of or related to the furnishing of Services and Deliverables.

**9.6 Vendor’s Obligations and Liabilities (CCH GC-03).** Vendor’s maintenance of Vendor-Required Insurance pursuant to this [ARTICLE 9](#) will not lessen nor affect Vendor’s other obligations or liabilities under this Services Agreement or applicable Law.

**9.7 Downstream Insurance Requirements (CCH GC-03).** Vendor will contractually require its subcontractors performing under this Services Agreement to maintain a minimum amount of commercial general liability insurance, professional liability and errors and omissions insurance, and cyber liability insurance comparable to the insurance requirements applicable to Vendor under this ARTICLE 9.

**ARTICLE 10**  
**REGULATORY AND CORPORATE COMPLIANCE**

**10.1 Corporate Compliance Program (CCH GC-18 & 41).** CCH has adopted a Corporate Compliance Program and is committed to complying with all applicable Laws. Vendor must, accordingly, comply with all Laws with respect to furnishing Services and Deliverables. CCH provides Vendor with the CCH Code of Ethics (available at <http://www.cookcountyhhs.org/about-cch/doing-business-with-cch/bids-rfp/>). Vendor will fully comply with the CCH Code of Ethics with respect to the Services and Deliverables furnished to CCH, to the extent not inconsistent with CMS Requirements (as defined by the Medicare Advantage Addendum) for a Medicare compliance program. Vendor will cooperate fully with any review, audit, or investigation conducted by the CCH Chief Compliance and Privacy Officer or designee, including the timely return of requested documentation, and must bring to the attention of the CCH Chief Compliance and Privacy Officer or designee any alleged improper practices or potential violations of CCH policies, procedures or Code of Ethics or CMS Requirements that Vendor may discover in association with this Services Agreement so that the CCH Chief Compliance and Privacy Officer may take appropriate action. Any false statement substantiated by CCH, which is made by Vendor in connection with any aspect of the procurement process or in the performance of Vendor's obligations to CCH will be considered a material breach of this Services Agreement and may result in termination of this Services Agreement and any other remedy provided for in the CCH Procurement Policy, at law or in equity.

**10.2 Vendor's Compliance Obligations (CCH GC-18 & 41).** Vendor is responsible for assuring compliance with Section 10.1 by Vendor's employees, agents and subcontractors.

(a) Vendor's Compliance. Vendor and its subcontractors performing under this Services Agreement will observe and comply with any accreditation standards applicable to Vendor in its regular business and with the Laws that may in any manner affect the performance of this Services Agreement, including those Cook County Ordinances applicable to this Services Agreement or included in the Economic Disclosure Statements attached as Exhibit 3. Vendor is responsible for assuring compliance with this Section 10.2(a) by Vendor's employees, agents and subcontractors.

(b) Training. Vendor will ensure that Vendor's employees, agents and subcontractors, and subcontractors' employees and agents, complete training as necessary and appropriate to carry out their assigned work in connection with the furnishing of Services or Deliverables. Training will include completion of corporate compliance training, including fraud, waste, abuse, and financial misconduct training, privacy and security training, CMS compliance requirements, and CCH Code of Ethics training upon hire and at least annually thereafter. CCH reserves the right to require Vendor to complete additional trainings utilizing compliance training materials or training sessions that CCH supplies. Vendor is responsible for assuring compliance with this Section 10.2(b) by Vendor's employees, agents and subcontractors.

(c) Debarment and Suspension Compliance.

(i) Definitions. “Principal,” as used in this [Section 10.2\(c\)](#), has the meaning ascribed by 45 C.F.R. § 76.995 and includes: (A) an officer, director, owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a “Covered Transaction” (as defined by 45 C.F.R. Part 76, Subpart B); and (B) a consultant or other person, whether or not employed by Vendor or paid with Federal funds, who: (X) is in a position to handle Federal funds or to influence or control the use of Federal funds, or (Y) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform a Covered Transaction. Other terms used in this [Section 10.2\(c\)](#), such as “debarred,” “excluded,” “exclusion,” “ineligible,” “participant,” and “person,” which are defined by 45 C.F.R. Part 76, have the meaning ascribed by those definitions.

(ii) Vendor’s Certifications. In executing this Services Agreement, each of Vendor’s authorized signatories certifies to the signatory’s knowledge and belief, based on reasonable diligence, that Vendor, its Principals and any person that Vendor employs or contracts to furnish Services or Deliverables:

A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from Covered Transactions by any government department, agency or Federal health care program (including Medicare and Medicaid);

B) Have not, within a 3-year period preceding the Effective Date, been convicted of or had a civil judgment rendered against them for: (I) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local public transaction or contract under a public transaction; (II) violation of Federal or State antitrust statutes; or (III) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C) Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local government agency with commission of any of the offenses enumerated in [Paragraph \(B\)](#) of this certification; and

D) Have not, within a 3-year period preceding the Effective Date, had one or more Federal, State, or local public transactions terminated for cause or default.

(iii) Excluded Persons. Vendor will take those steps necessary and appropriate to ensure that Services or Deliverables are not being furnished in whole or in part by individuals or entities that have been excluded from participation in Federal health care programs. Those steps shall include Vendor screening all current and prospective employees, agents and subcontractors prior to employing or engaging them, and at least monthly thereafter, by reviewing the list of sanctioned Persons through:

A) The DHHS Office of Inspector General List of Excluded Individuals/Entities Searchable Database (<https://www.oig.hhs.gov/exclusions/>);

B) The Illinois Department of Healthcare and Family Services Office of Inspector General exclusion list (<http://www.state.il.us/agency/oig>);

C) The U.S. Government Excluded Parties List System ([www.visualofac.com/regulations/excluded-parties-list-system](http://www.visualofac.com/regulations/excluded-parties-list-system)) and System of Award Management (<https://www.sam.gov>); and

D) The U.S. Office of Foreign Assets Control Specially Designated Nationals (<https://sanctionssearch.ofac.treas.gov>).

(iv) Notification. Vendor will notify CCH immediately in the event that Vendor or any person furnishing Services or Deliverables is:

A) Convicted of a criminal offense related to health care or the provision of services for which Medicare, Medicaid or another Federal health care program may pay in whole or in part; or

B) Excluded or debarred from participation in any Federal health care program, including Medicare or Medicaid.

**10.3 Compliance with Laws (CCH GC-18).** Vendor will furnish the Services and Deliverables in accordance with all applicable Laws, including all applicable privacy Laws affecting CCH or County and all applicable Medicare, Medicaid and other Federal statutes and regulations, such as the False Claims Act (31 U.S.C. § 3729 *et seq.*), the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)), the Anti-Influencing statute (42 U.S.C. § 1320a-7a(a)(5)), and the physician Self-Referral statute (42 U.S.C. § 1395nn).

**10.4 HIPAA Business Associate Addendum (CCH GC-39).** Vendor will comply with the HIPAA Business Associate Addendum (CCH GC-39) in furnishing Services and Deliverables that involve Vendor's creation, receipt, maintenance, transmission, storage or processing of Protected Health Information (as defined by the HIPAA Business Associate Addendum (CCH GC-39)) for or on behalf of CCH.

**10.5 Diversity and Inclusion (CCH GC-19).** CCH and County policy is to prevent discrimination in the award of or participation in CCH and County contracts and to eliminate arbitrary barriers for participation in such contracts by local businesses certified as Minority Business Enterprises and Women-Owned Business Enterprises as both prime contractors and subcontractors. In furtherance of this policy, the County Board of Commissioners has adopted a Minority- and Women-Owned Business Enterprise Ordinance and detailed procedures and processes to implement that Ordinance, which are set out in [Exhibit 2](#). Vendor will comply with the provisions of [Exhibit 2](#) as applicable to Vendor's furnishing Services and Deliverables.

**10.6 Conflict of Interests and Lobbying (CCH GC-21).** Vendor will inform CCH on a timely basis of any and each of Vendor's interests that are, or which Vendor reasonably believes may be, incompatible with any interest of CCH or County. In the event a significant conflict of interest is identified during the Term, the Parties will endeavor to reach a mutually agreeable plan for resolution of the conflict to avoid an adverse consequence to CCH or County, or the Parties will modify or terminate the scope of Services or Deliverables affected by the conflict in accordance with this Services Agreement. Vendor will take notice of and comply with the Cook County Lobbyist Registration Ordinance set forth in Cook County Code of Ordinances Section 2-621 *et seq.*

**10.7 On-Site Requirements (CCH GC-23).** CCH reserves the right to prohibit any Person from entering any CCH or other County facility for any reason. Vendor will be accountable to the CCH Using Department for all Vendor's employees, agents, and subcontractors while on CCH or other County property and will abide by all rules, regulations and policies of CCH or County applicable to the scope of this Services Agreement, including the policy requiring use of CCH's vendor credentialing and financial systems.

(a) Compliance with On-Site Rules and Regulations. Vendor will confer with the CCH Procurement Office and/or the CCH Using Department to ascertain full knowledge of all rules, regulations and policies of CCH or County facilities relative to this Services Agreement and will cause all of its employees, agents and subcontractors to comply therewith. Vendor will confine the operations of its employees, agents and subcontractors on CCH or other County premises to the performance of this Services Agreement, consistent with limits indicated by Laws, ordinances, permits and direction of the CCH Using Department, and will not encumber CCH or other County premises with materials or debris. In performing this Services Agreement, Vendor will not cause or permit a condition that endangers the safety of others and will not load or permit any part of a structure to be loaded with a weight that will endanger the safety of any structure or any Person.

(b) Personnel Documentation. When required by CCH, Vendor will provide documentation evidencing that all personnel assigned by Vendor to furnish Services or Deliverables on-site at a CCH or other County facility will have had a fingerprint-based background check, drug and TB tests, and designated immunizations and vaccinations. Vendor will bear the costs of all such checks, tests and immunizations and vaccinations.

**10.8 Accident Reports (CCH GC-22).**

(a) Notification of CCH. In the event of an occurrence on CCH or other County premises that pertains in any way to this Services Agreement and results in bodily injury or property damage to anyone or anything, Vendor will provide verbal notice no later than 24 hours following such occurrence to the CCH Procurement Office and the CCH Using Department, followed by written notice no later than 3 days following such occurrence to the CCH Procurement Office and the CCH Using Department. Vendor's reports must include: (i) name(s) of any Person(s) injured; (ii) name of each injured Person's employer; (iii) date, time and location of the occurrence; (iv) description of the extent of bodily injury or property damage; (v) names of witnesses; (vi) names of any health care providers known to have delivered treatment for injuries sustained; and (vii) such other information as may be required by CCH or County.

(b) Notification of Police. Vendor will notify the local police regarding any occurrence requiring an official police record. The written report that Vendor submits to CCH must indicate whether police were notified and, if yes, the number of the police report.

**10.9 Required Filing with Cook County Board of Ethics (CCH GC-40).** Each Person doing business with CCH or County is, upon execution of a contract or lease with CCH or County, required in accordance with Cook County Code of Ordinances Section 2-582 to disclose the existence of familial relationships the Person may have with all individuals holding elective office in the State of Illinois, County, or any municipality within County. The disclosure required by this [Section 10.11](#) must be filed by January 1 of each calendar year or within 30 days following the execution of any contract or lease with CCH or County. Any Person filing a late disclosure statement after January 31 will be assessed a late filing fee of



\$100.00 for each day that the disclosure is late. Any Person found guilty of violating any provision of this [Section 10.11](#) or knowingly filing a false, misleading, or incomplete disclosure will be prohibited, for a period of 3 years, from engaging, directly or indirectly, in any business with County.

**10.10 Cooperation with Inspector General (CCH GC-38).** Vendor, by entering into this Services Agreement, is subject to and required to abide by all applicable provisions of the Office of the Independent Inspector General Ordinance set forth in Cook County Code of Ordinances Section 2-281 *et seq.* Vendor's subcontractors, licensees, grantees or Persons, which have a contract, license, grant or certification of eligibility for contracts with CCH or County, must abide by all applicable provisions of the Office of the Independent Inspector General Ordinance.

**10.11 Reporting Suspected or Known Fraudulent Activity (CCH GC-42).** Any Person involved in the County procurement process, including employees, contractors, and those seeking to do business with CCH or County, will report directly and without any undue delay, any suspected or known fraudulent activity in CCH's or County's procurement process to the Office of the Cook County Independent Inspector General. In addition to any applicable Laws protecting whistleblowers, CCH and County will ensure that a report made in good faith will not result in any adverse actions taken by County or CCH against the Person making the report.

## **ARTICLE 11**

### **SUBCONTRACTING AND ASSIGNMENT**

**11.1 Subcontracting or Assignment Process (CCH GC-01).** Once awarded, this Services Agreement may not be subcontracted, assigned or otherwise delegated, in whole or in part, without the prior written consent of the CCH Chief Procurement Officer or designee in the CCH Chief Procurement Officer's or designee's sole discretion. No such consent will relieve Vendor from Vendor's obligations nor change the terms and conditions of this Services Agreement. Vendor is and will remain fully responsible and liable for fulfilling all of Vendor's obligations under this Services Agreement and for all acts, errors, omissions or breaches of this Services Agreement or of any of Vendor's obligations under this Services Agreement by any subcontractor, assignee or other Person to which Vendor delegates any of Vendor's obligations under this Services Agreement. Vendor may not transfer or assign any funds or interest due or to become due under this Services Agreement without the prior written consent of the CCH Chief Procurement Officer or designee.

**11.2 Offshoring Prohibited (CCH GC-01).** Vendor is prohibited from using, or from involving a subcontractor that will use in the performance of this Services Agreement, Persons or locations outside of the United States and its Territories in furnishing Services or Deliverables, including maintaining or storing CCH Confidential Information or other data and information, *except* with the prior written consent of the CCH Chief Compliance and Privacy Officer.

**11.3 Permitted Subcontractors (CCH GC-01).**

(a) Identification of Subcontractors. Prior to the Effective Date, Vendor will identify in writing to the CCH Chief Procurement Officer all subcontractors Vendor intends to use in the performance of this Services Agreement. The CCH Chief Procurement Officer will have the right to disapprove any identified subcontractor. Identification of subcontractors to the CCH Chief Procurement Officer is in addition to any Vendor communications about subcontractors with CCH other than with the CCH Chief Procurement Officer. As of the Effective Date and subject to the prior written consent for use of offshore Persons or locations required by [Section 11.2](#), Vendor

may use subcontractors to furnish Services and Deliverables and perform other obligations under this Services Agreement as specified on [Exhibit 1](#).

(b) **Subcontract Requirements.** All Vendor subcontractors performing under this Services Agreement will be subject to the terms and conditions of this Services Agreement to the fullest extent applicable. Vendor will incorporate into each subcontract all provisions of this Services Agreement that affect such subcontract. Copies of all subcontracts must be provided by Vendor to the CCH Procurement Office upon request.

**11.4 Unauthorized Subcontracting or Assignment (CCH GC-01).** Any subcontracting, assignment or other delegation by Vendor in violation of this [ARTICLE 11](#) will be null and void. The unauthorized subcontracting, assignment or other delegation of this Services Agreement, in whole or in part, or the unauthorized transfer or assignment of any funds or interest, in whole or in part, which shall be or become due Vendor, under this Services Agreement will have no effect on CCH.

**11.5 Assignment within Enterprise or by Merger or Acquisition (CCH GC-01).** Notwithstanding [Section 11.4](#), assignment of this Services Agreement, in whole or in part, within an enterprise of which a Party is a part or to a successor organization by merger or acquisition does not require the consent of the other Party. In the event of such merger or acquisition involving Vendor, Vendor will provide written notice to the CCH Procurement Office and the CCH Using Department as soon as practicable. CCH will have the right to terminate this Services Agreement for convenience in the event CCH, in its sole discretion, deems such merger or acquisition involving Vendor to have impaired this Services Agreement.

## **ARTICLE 12**

### **GENERAL PROVISIONS**

**12.1 Independent Contractors; No Third Party Beneficiaries (CCH GC-37).** This Services Agreement does not and is not intended to create, and no provision of this Services Agreement will be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting by this Services Agreement with each other solely for the purpose of effecting the provisions of this Services Agreement. Neither Party will be deemed or construed to be the partner, joint venturer or agent of the other. No employee or other representative of a Party will be deemed or construed to be the employee or other representative of the other Party. Except as this Services Agreement may expressly provide, neither Party will have an express or implied right or authority to assume or create any obligation or responsibility on behalf, or in the name, of the other Party. Neither Vendor nor Vendor's employees, agents or subcontractors will be entitled to any benefit to which CCH or other County employees may be entitled, including overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements. Nothing in the Services Agreement creates any rights with respect to any third party nor confers upon any third party the status of third party beneficiary.

**12.2 Publicity.** Neither Party will use the other's name, logo, trademark, trade name, service mark, or other symbol or designation in connection with any marketing, advertising or publicity, or in any other communications with third parties, without the other Party's prior written consent. CCH may grant or withhold such consent in its sole discretion. Vendor may disclose CCH as a client, but may not publish, issue press releases, or make public presentations regarding its relationship with CCH or using or disclosing CCH Confidential Information or [Protected Health Information \(as this term is defined by the Business Associate Addendum\)](#) without the express written consent of the CCH Executive Director of

Communications. CCH may require Vendor to submit its proposed publication, press release or presentation to CCH prior to CCH's determination whether to provide consent.

### **12.3 Dispute Resolution (CCH GC-11).**

(a) Informal Negotiations. Any dispute arising out of or related to this Services Agreement will be addressed, first, by the Primary Contacts in person or by telephone within 5 days following receipt of one Party's notice ("Claiming Party") to the other Party specifying the nature of the dispute; *provided*, a Party will be under no obligation to invoke this [Section 12.3](#) with respect to any dispute for which injunctive relief is available. In the event the Primary Contacts are unable to resolve the dispute within 10 days following their first addressing the dispute, each Party will appoint an officer or other senior executive with authority to resolve the dispute ("Designated Officer") whose task will be to meet in person for the purpose of endeavoring in good faith to exchange relevant information and resolve the dispute. The Parties will use all reasonable efforts to resolve the dispute by process of this [Section 12.3\(a\)](#) as soon as reasonably practicable, but no later than 60 days following the date of the referral of the dispute to the Parties' Designated Officers. Any resolution of all or part of the dispute must be reduced to writing and signed by the Parties' Primary Contacts or Designated Officers who resolve the dispute.

(b) Non-Binding Mediation. If the Parties have not resolved the dispute in accordance with [Section 12.3\(a\)](#) within 60 days following the date of the referral of the dispute to the Parties' Designated Officers, the Claiming Party may demand non-binding mediation of the dispute by written notice to the other Party, unless the Parties mutually agree to instead abandon their dispute or initiate judicial proceedings in accordance with [Section 12.3\(c\)](#). Upon such mediation notice, the Parties will mutually agree on the identification and selection of an independent mediator ("Mediator"), who will facilitate discussions between the Parties for the purpose of resolving the dispute. Each Party will identify no more than two (2) management personnel, with authority to bind the Party to resolution of the dispute, to participate in the mediation. The Mediator will mediate up to 3 meetings of the Parties, the first meeting to be held no later than 30 days after selection of the Mediator, and the last no later than 90 days after selection of the Mediator; *provided*, no meetings with the Mediator may be held after the Parties have resolved the dispute. The Parties will each pay an equal share of the Mediator's fee and expenses for performance of the mediation services. All rules relating to the mediation process not explicitly addressed in this [Section 12.3\(b\)](#) will be determined by the Mediator. Any resolution of all or part of the dispute reached pursuant to mediation will be reduced to writing and signed by the Parties' management personnel participating in the mediation and verified by the Mediator.

(c) Formal Proceedings. If the Parties have not resolved the dispute in accordance with [Sections 12.3\(a\) and \(b\)](#) or the Parties have mutually agreed to initiate judicial proceedings under this [Section 12.3\(c\)](#) rather than non-binding mediation under [Section 12.3\(b\)](#), then either Party may exercise its rights under this Services Agreement at law or in equity. Satisfaction of the dispute resolution provisions under [Sections 12.3\(a\) and \(b\)](#) is a condition precedent to any action at law or in equity other than pursuit of injunctive relief as specified in [Section 12.4](#).

(d) Dispute Resolution Communications. Any discussions, statements, mediation letters, briefs, or other papers, settlement demands and settlement offers, as well as information created and/or exchanged, by either Party in connection with or during the informal negotiations

under [Section 12.3\(a\)](#) or non-binding mediation under [Section 12.3\(b\)](#): (i) will be confidential communications made for settlement purposes, subject to Fed. R. Evid. 408 and similar State rules and code provisions; (ii) may not be used or disclosed for any other purpose; and (iii) will be inadmissible and not subject to discovery in any litigation or judicial, administrative or other proceeding.

**12.4 Injunctive Relief (CCH GC-11).** CCH and Vendor agree that a Party’s actual or threatened breach of any provision of [ARTICLE 4](#) or [ARTICLE 5](#) or the HIPAA Business Associate Addendum (CCH GC-39) will cause immediate and irreparable harm to the other Party. Accordingly, the non-breaching Party may seek injunctive relief for any actual or threatened breach of any provision of [ARTICLE 4](#) or [ARTICLE 5](#) or the HIPAA Business Associate Addendum (CCH GC-39), without any requirement of bond or other security and without compliance with the dispute resolution provisions of [Section 12.3](#).

**12.5 Delays and Force Majeure (CCH GC-15 & -36).** Vendor will not be entitled to charges or claims for damages against CCH with respect to delays or hindrances from any cause whatsoever with respect to this Services Agreement or any Statement of Work. Neither Party will be in breach of this Services Agreement for failing to perform any obligation under this Services Agreement to the extent such performance failure is caused by an event beyond the non-performing Party’s reasonable control, such as an act of God, war, nature, or terrorism, fire, lightning, explosion, flood, epidemic, riot, labor dispute, national or regional emergency, complete or partial government shutdown, or national or regional shortage of adequate power, telecommunications or transportation, and is not caused by the non-performing Party’s fault or negligence (“Force Majeure Event”). CCH will not be required to pay for any Service or Deliverable that Vendor is unable to furnish as a result of the Force Majeure Event. Notwithstanding the provisions of this [Section 12.5](#), neither Vendor nor CCH will be excused from those Services Agreement obligations not directly affected by a Force Majeure Event (including Vendor’s business continuity and disaster recovery obligations).

**12.6 Notice (CCH GC-25).** All notices, requests, consents, approvals and other communications required or permitted by this Services Agreement must be in writing, include the CCH Assigned Agreement Number, and be delivered to the persons at the addresses specified below either: (a) in person; (b) by certified United States mail, postage prepaid, return receipt requested; (c) by nationally recognized overnight carrier, fees prepaid, with evidence of delivery; or (d) by electronic transmission with documented evidence (other than automated response) of the addressees’ receipt:

If to CCH:

Cook County Health  
1950 W. Polk St., Suite 9813  
Chicago, IL 60612  
Att’n: Chief Executive Officer

If applicable to CCH Using Department:

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If applicable to CCH Chief Compliance & Privacy Officer:

CCH Chief Compliance & Privacy Officer  
Cook County Health  
1950 W. Polk St., Suite 9214  
Chicago, IL 60612

If to CCH Procurement Office:

CCH Procurement Office  
1950 W Polk St., Suite 9709  
Chicago, IL 60612  
Att'n: CCH Chief Procurement Officer

In all instances with copy to:

Cook County Health  
1950 W. Polk St., Suite 9813  
Chicago, IL 60612  
Att'n: General Counsel

If to Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either Party may designate a different or additional address or addressee for the purpose of this [Section 12.6](#) by providing the other Party notice in accordance with this [Section 12.6](#). Notice given in accordance with this [Section 12.6](#) is deemed given when received.

**12.7 Binding Effect.** This Services Agreement is binding upon and insures to the benefit of the Parties and their respective successors and permitted assigns.

**12.8 Entire Agreement (CCH GC-35).** This Services Agreement, including all its Appendices, Addenda, Exhibits and Schedules referenced in or attached to, and the Statements of Work and Change Orders and their attachments as referenced in or issued under, this Services Agreement, constitute the entire understanding between the Parties concerning the subject matter of this Services Agreement and supersede all previous agreements and understandings, oral and written, between the Parties regarding the subject matter of this Services Agreement.

**12.9 Modifications and Amendments (CCH GC-16).**

(a) Mutual Written Consent. This Services Agreement may be modified or amended only by the written consent of the Parties' duly authorized representatives.

(b) Permitted CCH Chief Procurement Officer Consent. The CCH Chief Procurement Officer is authorized to agree to modifications or amendments to this Services Agreement on CCH's behalf; *provided*, the modifications or amendments, individually or collectively, do not increase the amounts payable to Vendor under this Services Agreement to \$150,000 or more.

(c) Required CCH Board of Directors Approval If this Services Agreement has been approved by the CCH Board of Directors, then the CCH Board of Directors must approve any modification or amendment that would: (i) increase the amounts payable to Vendor under this Services Agreement by more than \$150,000 of the Maximum Contract Amount, or (ii) extend the Services Agreement beyond one year from its Term.

(d) Limited CCH Using Department Consent. Subject to the foregoing approval authority of the CCH Chief Procurement Officer or the CCH Board of Directors with respect to modifications and amendments of this Services Agreement, the CCH Using Department may, by written order, make changes to Vendor's dates of delivery and places of performance as set out in Statements of Work, except the CCH Using Department may not authorize Vendor to perform Services either remotely or physically outside of the United States and its Territories without the express written approval of the CCH Chief Compliance and Privacy Officer.

(e) No Other CCH Authorized Representative. Vendor may not rely on any other CCH or County department, operating unit or employee as having authority to approve any modification or amendment of this Services Agreement or any Statement of Work.

**12.10 Waivers (CCH GC-34).** Neither Party will be deemed to have waived any provision of this Services Agreement or any breach or default by the other Party unless the waiver is in writing and executed by a duly authorized representative of the waiving Party. A waiver so signed will be effective only in the specific instance and for the specific purpose stated in the waiver. A waiver may not be deemed to waive any other provision, breach or default, irrespective whether similar to the provision, breach or default waived. No failure or delay by either Party in exercising any right, power or privilege under this Services Agreement will operate as a waiver, nor will any partial exercise of any right, power or privilege under this Services Agreement preclude the exercise of any other right, power or privilege under this Services Agreement.

**12.11 Governing Law and Jurisdiction (CCH GC-33).** This Services Agreement is governed by and will be interpreted in accordance with the internal Laws of the State of Illinois, without regard to the rules and principles respecting conflict of laws. Vendor irrevocably agrees that, subject to CCH's sole and absolute election to the contrary, any dispute arising out of or related to this Services Agreement with respect to which a Party seeks to exercise its rights at law or in equity will be litigated only in courts within Cook County, State of Illinois. Vendor consents and submits to the jurisdiction thereof. Vendor waives any right Vendor may have to transfer or change the venue of any litigation brought against it by CCH or County pursuant to this Services Agreement.

**12.12 Severability (CCH GC-30).** Should any provision of this Services Agreement be, become or be held illegal, invalid or unenforceable to any extent, then: (a) such provision will be ineffective only to

the extent of such illegality, invalidity or unenforceability and will otherwise be enforced to the greatest extent permitted by Law; and (b) such illegality, invalidity or unenforceability will not affect or invalidate the remaining provisions of this Services Agreement, which will otherwise remain in full force and effect.

**12.13 Neither Party Considered Drafter.** Each Party negotiated this Services Agreement at arms-length and with the assistance and advice of any legal counsel of its choice. Neither Party is deemed the drafter of this Services Agreement, and this Services Agreement will be construed as though jointly prepared by the Parties, without favor to either Party.

**12.14 Counterparts.** This Services Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which constitute but one and the same document.

**IN WITNESS WHEREOF,** the undersigned have duly executed this Services Agreement to be effective as of the Effective Date.

**County of Cook, Illinois, by and through its operating unit, Cook County Health and Hospital System (CCH)**

**Vendor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**List of Attachments**

- Appendix 1: Glossary of Terms
- Appendix 2: CCH General Conditions Crosswalk to Master Services Agreement Provisions
- HIPAA Business Associate Addendum (CCH GC-39) (Covered Entity Engaging Business Associate)
- Statement of Work
- Exhibit 1: Permitted Subcontractors
- Exhibit 2: Minority and Women Owned Business Enterprises (CCH GC-19)
- Exhibit 3: Economic Disclosure Statements and Stamp of Secretary Certifying Approval of CCH Board of Directors

**APPENDIX 1**  
**GLOSSARY OF TERMS**

**“Business Day”** means each calendar day that is not a Saturday, Sunday or Federal or Illinois holiday.

**“CCH”** means Cook County Health and Hospitals System, also known as Cook County Health, an operating unit of County.

**“CCH-GC”** means the General Conditions for contracting with County and its operating units, including CCH, that are generally applicable to contractors engaged by County and its operating units.

**“CCH Indemnified Party”** and **“CCH Indemnified Parties”** have the meaning set out in [Section 8.4](#).

**“CCH IP”** has the meaning set out in [Section 5.5](#).

**“CCH Using Department”** means the CCH department that is primarily responsible for operationalizing the Services Agreement, and for purposes of this Services Agreement, is \_\_\_\_\_.

**“Change Order”** means a proposed amendment to applicable Statement of Work pursuant to [Section 2.2\(a\)](#).

**“Claiming Party”** has the meaning set out in [Section 12.3\(a\)](#).

**“Confidential Information”** has the meaning set out in [Section 4.1](#).

**“County”** means County of Cook, an Illinois body politic and corporate, of which CCH is an operating unit.

**“Covered Transaction”** has the meaning ascribed by 45 C.F.R. Part 76, Subpart B, as set out in [Section 10.2\(c\)\(i\)](#).

**“Data Deliverables”** has the meaning set out in [Section 5.4\(a\)](#).

**“Deliverables”** mean tangible products or other items created, developed or produced for CCH’s implementation, use or operation that Vendor is to furnish or make available to CCH pursuant to Statements of Work or Change Orders.

**“Designated Officer”** has the meaning set out in [Section 12.3\(a\)](#).

**“DHHS”** means the U.S. Department of Health and Human Services, its Secretary, and each of its component agencies.

**“Direct Damages”** means any injury or loss incurred by one Party as a direct result of or directly caused by the other Party’s failure to perform the other Party’s obligations or responsibilities under the Services Agreement and includes any monetary fines, penalties or interest levied against CCH with respect to Vendor’s failure.

**“Direct Damages Cap”** means the Maximum Contract Amount.

**“Effective Date”** means the date written into the introductory paragraph of the Services Agreement.

**“FOIA”** means the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

**“Force Majeure Event”** has the meaning set out in [Section 12.5](#).

**“HIPAA”** as referenced in Section 10.4 means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Title II, Subtitle F of Public Law 104-191) (“HIPAA”)



and the Health Information Technology for Economic and Clinical Health Act (Title XIII of Public Law 111-005) ("HITECH") and their implementing regulations at 45 C.F.R. Parts 160, 162 and 164.

**"Indemnification Claim"** has the meaning set out in [Section 8.4](#).

**"Initial Term"** means the period following the Effective Date, as set out in [Section 6.1\(a\)](#).

**"Joint IP"** has the meaning set out in [Section 5.3\(b\)](#).

**"Law"** means any and all statutes, regulations, rules, codes, ordinances, orders, instructions, guidance, decrees, and principles of common law of any Federal, State, municipal or other government department, agency, body, tribunal or other authority having legislative, judicial, regulatory, investigatory or enforcement jurisdiction over a Party or the arrangements contemplated by the Services Agreement.

**"Losses"** has the meaning set out in [Section 8.4](#).

**"Maximum Contract Amount"** means the maximum amount payable under this Services Agreement or any applicable Statement of Work, as approved by the CCH Board of Directors and certified by the Stamp of the Secretary of the CCH Board of Directors or by the CCH Chief Procurement Officer when within the CCH Chief Procurement Officer's authority as provided by Law.

**"Mediator"** has the meaning set out in [Section 12.3\(b\)](#).

**"Negotiation Period"** means the period for the Parties' negotiation of mutually-acceptable modifications to a Change Order as set out in [Section 2.2\(b\)](#).

**"Party"** and **"Parties"** mean CCH and Vendor, individually and collectively.

**"Person"** means an individual, partnership, corporation, not-for-profit corporation, professional corporation, professional association, limited liability company, mutual company, unincorporated association, unincorporated organization, joint venture, trust, estate, foundation, and any other public or private entity.

**"Primary Contact"** means an individual designated as a Party's principal contact pursuant to [Section 2.5\(a\)](#).

**"Principal"** has the meaning ascribed by 45 C.F.R. § 76.995, as set out in [Section 10.2\(c\)\(i\)](#).

**"Renewal Term"** means each period of 12 consecutive calendar months following the Initial Term, as set out in [Section 6.1\(b\)](#).

**"Services"** mean the intangible services that Vendor is to furnish, make available or use in performing and otherwise fulfilling its obligations and responsibilities under the Services Agreement pursuant to Statements of Work or Change Orders.

**"Services Agreement"** means this Master Services Agreement made as of [REDACTED], 20[REDACTED] between CCH and Vendor with all attached or referenced Appendices, Addenda, Exhibits, Schedules and Statements of Work.

**"Statements of Work"** are the descriptions of Services and Deliverables to which CCH and Vendor have mutually agreed as set forth on various "Statements of Work" attached from time to time to this Services Agreement.

**"Term"** means, collectively, the Initial Term and the Renewal Terms.

**"Vendor"** means [REDACTED].

**"Vendor IP"** has the meaning set out in [Section 5.1](#).

**“Vendor-Required Insurance”** has the meaning set out in [Section 9.1](#).

**“Work Product”** has the meaning set out in [Section 5.3\(a\)](#).

**APPENDIX 2**

**CCH GENERAL CONDITIONS CROSSWALK TO MASTER SERVICES AGREEMENT PROVISIONS**

<b><u>CCH GENERAL CONDITION</u></b>	<b><u>MASTER SERVICES AGREEMENT SECTION</u></b>
GC-01 Subcontracting or Assignment of Contract or Contract Funds	§§ 2.1, 2.5, 7.1, 7.4, 11.1 to 11.5
GC-02 Personnel	§ 2.4
GC-03 Insurance	§§ 9.1 to 9.7
GC-04 Inspection and Responsibility	§ 2.3
GC-05 Indemnification	§§ 8.4 & 8.5
GC-06 Payment	§§ 3.1 to 3.5
GC-07 Prepaid Fees	§ 3.9
GC-08 Taxes	§ 3.7
GC-09 Price Reduction	None—GC-09 not applicable to Services Agreement
GC-10 Contractor Credits	None—GC-10 not applicable to Services Agreement
GC-11 Disputes	§§ 12.3 & 12.4
GC-12 Default	§ 8.1
GC-13 County Remedies	§ 8.1
GC-14 Contractor’s Remedies; Limitation on County Liability	§§ 8.1 & 8.3
GC-15 Delays	§ 12.5
GC-16 Modifications and Amendments	§§ 2.2 & 12.9
GC-17 Patents, Copyrights and Licenses; Ownership or Documents	§§ 5.2 to 5.6
GC-18 Corporate Compliance	§§ 10.1 to 10.3
GC-19 Minority and Women Business Enterprises—Cook County Ordinance Chapter 34, Division 8	§ 10.6 & Exhibit 2

<b>CCH GENERAL CONDITION</b>	<b>MASTER SERVICES AGREEMENT SECTION</b>
GC-20 Material Safety Data Sheet	None—GC-20 not applicable to Services Agreement
GC-21 Conduct of the Contractor	§ 10.7
GC-22 Accident Reports	§ 10.9
GC-23 Contractor On-Site Requirements	§ 10.8
GC-24 Termination for Convenience and Suspension of Contract	§§ 6.2 & 6.3
GC-25 General Notice	§ 12.6
GC-26 Guarantees and Warranties	§§ 7.1 to 7.6
GC-27 Standards of Goods	None—GC-27 not applicable to Services Agreement
GC-28 Delivery	None—GC-28 not applicable to Services Agreement
GC-29 Quantities	None—GC-29 not applicable to Services Agreement
GC-30 Contract Interpretation	§§ 1.1 to 1.4 & 12.12
GC-31 Confidentiality	§§ 4.1 to 4.4
GC-32 Audit; Examination of Records	§§ 2.6 & 2.7
GC-33 Governing Law	§ 12.11
GC-34 Waiver	§ 12.10
GC-35 Entire Agreement	§ 12.8
GC-36 Force Majeure or Unavoidable Delays	§ 12.5
GC-37 Independent Contractor Status; No Third Party Beneficiaries	§ 12.1
GC-38 Cooperation with Inspector General	§ 10.11
GC-39 <b>Business Associate Provisions</b>	<b>§ 10.4 &amp; HIPAA Business Associate Addendum (CCH GC-39)</b>

<b>CCH GENERAL CONDITION</b>	<b>MASTER SERVICES AGREEMENT SECTION</b>
GC-40 Required Contractor Filing with Cook County Board of Ethics	§ 10.10
GC-41 Government Funded Healthcare Exclusions	§§ 10.1 & 10.2
GC-42 Reporting Suspected or Known Fraudulent Activity	§ 10.12

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

**(CCH GC-39)**

**(CCH as Covered Entity Engaging Business Associate)**

This HIPAA Business Associate Addendum (CCH GC-39) ("BAA") to the Master Services Agreement ("Services Agreement") is by and between COUNTY OF COOK, an Illinois body politic and corporate ("County"), by and through its operating unit, Cook County Health and Hospitals System doing business as Cook County Health ("CCH"), acting as a Covered Entity, and [REDACTED] ("Vendor"), acting as a Business Associate of CCH.

**RECITALS**

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Department of Health and Human Services has promulgated regulations at 45 C.F.R. Parts 160, 162 and 164, including regulations implementing privacy requirements ("Privacy Rule"), security requirements regarding electronic media ("Security Rule"), breach notification requirements ("Breach Notification Rule"), and electronic transactions requirements ("Transactions Rule"), each as amended from time to time (HIPAA, HITECH, Privacy Rule, Security Rule, Breach Notification Rule and Transactions Rule, collectively, "HIPAA Laws");

**WHEREAS**, Vendor may create, receive, maintain, transmit, store, process and otherwise use and disclose Protected Health Information in conjunction with Services and Deliverables being furnished under the Services Agreement, which necessitate a written agreement between CCH and Vendor that meets applicable or appropriate requirements of the HIPAA Laws; and

**WHEREAS**, CCH and Vendor desire to satisfy the HIPAA Laws through this BAA and otherwise address matters regarding the HIPAA Laws on the terms and conditions set forth in this BAA;

**NOW THEREFORE**, in consideration of the mutual agreements and undertakings of the Parties, and for other good and valuable consideration the sufficiency of which the Parties acknowledge, the Parties intending to be legally bound hereby agree as follows:

**TERMS OF AGREEMENT**

**1. Definitions.**

a) BAA Defined Terms. The following capitalized terms used in this BAA have these meanings:

- i) Breach Notification Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart D.
- ii) Business Associate has the meaning ascribed by 45 C.F.R. § 160.103 and, for purposes of this BAA, is Vendor acting for and on behalf of CCH as a Covered Entity.
- iii) C.F.R. means the Code of Federal Regulations.
- iv) Covered Entity has the meaning ascribed by 45 C.F.R. § 160.103 and, for purposes of this BAA, is CCH as a Health Care Provider or a Health Plan.

- v) Data Aggregation has the meaning ascribed by 45 C.F.R. § 164.501.
- vi) Designated Record Set has the meaning ascribed by 45 C.F.R. § 164.501 and, for purposes of this BAA, is maintained by Vendor or a permitted Subcontractor of Vendor for or on behalf of CCH.
- vii) DHHS means the U.S. Department of Health and Human Services, its Secretary and its various components.
- viii) Electronic Protected Health Information and ePHI have the meaning ascribed to “electronic protected health information” by 45 C.F.R. § 160.103 and, for purposes of this BAA, are created, received, maintained, transmitted, stored or processed by Vendor for or on behalf of CCH.
- ix) Encryption has the meaning ascribed by 45 C.F.R. § 164.304.
- x) Health Care Operations have the meaning ascribed by 45 C.F.R. § 164.501.
- xi) HIPAA Laws mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Title II, Subtitle F of Public Law 104-191) (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (Title XIII of Public Law 111-005) (“HITECH”) and their implementing regulations at 45 C.F.R. Parts 160, 162 and 164.
- xii) Individual has the meaning ascribed by 45 C.F.R. § 160.103 and includes an Individual’s personal representative as described in 45 C.F.R. § 164.502(g).
- xiii) Limited Data Set means the minimum PHI—
  - A) Reasonably necessary to perform functions and activities with respect to Health Care Operations, Research (as defined by 45 C.F.R. § 164.501) and public health activities (as described in 45 C.F.R. § 164.512(b)); and
  - B) From which have been removed all of the direct identifiers specified in 45 C.F.R. § 164.514(e)(2).
- xiv) Person has the meaning ascribed by 45 C.F.R. § 160.103.
- xv) Privacy Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart E.
- xvi) Protected Health Information and PHI have the meaning ascribed to “protected health information” by 45 C.F.R. § 160.103 and, for purposes of this BAA, are created, received, maintained, transmitted, stored or processed by Vendor for or on behalf of CCH and includes ePHI and Unsecured PHI.
- xvii) Required By Law has the meaning ascribed by 45 C.F.R. § 164.103.
- xviii) Security Breach means the acquisition, access, use, or disclosure of Unsecured PHI in a manner not excluded from the definition of breach at 45 C.F.R. § 164.402 and not permitted by this BAA or in writing by CCH, without regard for whether the breach may compromise the security or privacy of the Unsecured PHI.



xix) Security Incident means, as defined by 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

xx) Security Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart C.

xxi) Subcontractor has the meaning ascribed by 45 C.F.R. § 160.103.

xxii) Transaction means the transmission of information between two Persons to carry out financial or administrative activities related to health care for which DHHS has established Standards or Operating Rules.

xxiii) Transactions Rule means the federal regulations promulgated at 45 C.F.R. Part 162.

xxiv) Unsecured Protected Health Information and Unsecured PHI have the meaning ascribed to “unsecured protected health information” by 45 C.F.R. § 164.402 and, for purposes of this BAA, are created, received, maintained, transmitted, stored or processed by Vendor for or on behalf of CCH.

b) Capitalized Terms Not Defined by BAA. Capitalized terms used in this BAA, which are not defined by this BAA, have the meaning ascribed by the Glossary of Defined Terms attached as [Appendix 1](#) to the Services Agreement or by 45 C.F.R. Parts 160, 162 and 164.

c) Other BAA Terms. The terms “use,” “disclose,” “disclosure,” “discover,” “discovery,” and their derivations appearing in this BAA, whether capitalized or not, have the meanings ascribed by 45 C.F.R. Parts 160 and 164.

**2. Independent Contractor**. Vendor is an independent contractor with respect to CCH, as provided by [Services Agreement § 12.1](#), in that Vendor furnishes the Services and Deliverables pursuant to the Services Agreement for and on behalf of CCH, but does not and is not authorized to represent or otherwise serve as agent of CCH.

### **3. Protected Health Information Use and Disclosure**

a) Uses and Disclosures Permitted. Vendor is permitted to use, disclose and request PHI for the following functions and activities:

i) To perform and furnish and to assist with the performance and furnishing of the Services and Deliverables specified in the Services Agreement.

ii) To perform and assist with the performance of Health Care Operations for or on behalf of CCH or for or on behalf of any Organized Health Care Arrangement (as defined by 45 C.F.R. § 160.103) in which CCH participates.

iii) To perform and assist with the performance of the quality assessment and improvement or performance evaluation activities identified in paragraphs (1) and (2) of the definition of Health Care Operations at 45 C.F.R. § 164.501 for or on behalf of a Covered Entity, *provided* that CCH and the Covered Entity have or had a relationship with the Individual who is the subject of the PHI to be used or disclosed and the PHI pertains to that relationship.

iv) To assist with the performance of Treatment (as defined by 45 C.F.R. § 164.501) with respect to CCH or any health care provider.

v) To assist with the performance of Payment (as defined by 45 C.F.R. § 164.501) with respect to CCH, other Covered Entities, or any health care provider.

vi) As authorized by an Individual pursuant to an authorization that complies with the Privacy Rule at 45 C.F.R. § 164.508.

vii) For Vendor's proper management and administration or to carry out Vendor's legal responsibilities, *provided*:

A) A disclosure is Required By Law; or

B) Vendor obtains reasonable assurance from any Person to which Vendor will disclose the PHI that the Person will—

1) Hold the PHI in confidence and use or further disclose the PHI only for the purposes for which Vendor disclosed the PHI to the Person or as Required By Law; and

2) Promptly notify Vendor of any instance of which the Person becomes aware in which the confidentiality of the PHI is breached or compromised.

b) Uses and Disclosures Requiring Specific Prior Written Consent. Vendor is not permitted to use, disclose or request PHI for the following functions and activities unless and until Vendor receives the specific prior written consent of the CCH Chief Compliance and Privacy Officer to undertake the function or activity:

i) Vendor's provision of Data Aggregation services.

ii) Vendor's creation of de-identified health information from PHI (as provided by the Privacy Rule at 45 C.F.R. § 164.514(b)).

iii) Vendor's retention, use or disclosure of any de-identified health information that CCH permits Vendor to create pursuant to [Section 3\(b\)\(ii\)](#).

iv) Vendor's creation of Limited Data Sets from PHI (as provided by the Privacy Rule at 45 C.F.R. § 164.514(e)(2)).

v) Vendor's use or disclosure of a Limited Data Set, *provided*, any prior written consent with respect to Vendor's use or disclosure of a Limited Data Set will require Vendor to have entered into a data use agreement with CCH that satisfies the requirements of the Privacy Rule at 45 C.F.R. § 164.514(e)(4).

c) Minimum Necessary. Vendor will, in its performance of the functions and activities involving PHI permitted by this BAA, make reasonable efforts to use, disclose, or request only the minimum PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request as required by the Privacy Rule at 45 C.F.R. § 164.502(b)(1), *except* with respect to those uses and

disclosures to which the minimum necessary limitation does not apply as specified in the Privacy Rule at 45 C.F.R. § 164.502(b)(2).

d) Privacy Rule Obligations. Vendor will carry out any of CCH's obligations under the Privacy Rule, which the Services Agreement or this BAA delegates to Vendor, in accordance with the Privacy Rule provisions applicable to CCH's performance of those obligations.

e) Authorizations and Consents. CCH will obtain any authorization, consent or other permission of Individuals or others, which may be required by applicable Federal or State law, sufficient to enable Vendor to use and disclose PHI in accordance with the Services Agreement and this BAA.

f) Unauthorized Use or Disclosure.

i) Vendor will neither use, disclose nor request PHI, *except* as permitted or required by this BAA or in writing by CCH or as Required By Law.

ii) Except with respect to Data Aggregation as may be permitted pursuant to [Section 3\(b\)\(i\)](#) and Vendor's proper management and administration as set forth in [Section 3\(a\)\(vii\)](#), this BAA cannot authorize Vendor to use or disclose PHI in a manner that will violate the Privacy Rule if done by CCH. Consequently, except for Data Aggregation as may be permitted pursuant to [Section 3\(b\)\(i\)](#) and Vendor's proper management and administration as permitted by [Section 3\(a\)\(vii\)](#), CCH does not and will not authorize or otherwise allow Vendor to use or disclose PHI in a manner that will violate the Privacy Rule if done by CCH.

#### 4. Subcontractors.

a) Cloud Services. CCH permits Vendor to engage one or more cloud service providers for the creation, receipt, maintenance, transmission, storage and processing of ePHI for and on behalf of CCH, *provided*:

i) All ePHI Vendor places with the cloud:

A) Will be encrypted, without provision to cloud service providers of the decryption key, such that the cloud service providers will have no capability to determine the content of the ePHI or identify any Individual to whom the ePHI pertains;

B) Will be placed only with locations of cloud service providers that are within the United States; and

C) Will be subject to necessary and appropriate security configurations, consistent with the Security Rule, that the cloud service providers require for provision of cloud services involving ePHI.

ii) Consistent with 164.502(e)(1)(ii), Vendor will obtain reasonable assurance by written or digital agreement that each cloud service provider will comply with the obligations of the HIPAA Laws applicable to Business Associates and Business Associate Subcontractors and with the same provisions with respect to ePHI that are applicable to Vendor under this BAA (including without limitation the provisions of [Section 3\(a\)\(vii\)](#) with respect to the cloud service provider's proper

management and administration or to carry out the cloud service provider's legal responsibilities), *except*:

A) The cloud service provider will report to Vendor any unauthorized use or disclosure of ePHI of which the cloud service provider becomes aware, including any Security Breach but excluding Security Incidents, without unreasonable delay and in no event later than 60 days after the cloud service provider becoming aware of the unauthorized use or disclosure;

B) The cloud service provider's report to Vendor of any unauthorized use or disclosure of ePHI of which the cloud service provider becomes aware will not include the identity of affected Individuals or the content of ePHI believed to have been compromised because, all ePHI that Vendor places with the cloud being encrypted, the cloud service provider will have no knowledge of the content of the ePHI or ability to identify the Individuals to whom the ePHI pertains; and

C) The cloud service provider will report to Vendor successful Security Incidents as specified in [Sections 7\(c\)\(i\) and \(ii\)](#) and will be deemed, by its contractual arrangement with Vendor, to have reported to Vendor and CCH unsuccessful Security Incidents (as described in [Section 7\(c\)\(iii\)](#)).

b) Other Subcontractors. Consistent with 164.502(e)(1)(ii), Vendor will require its Subcontractors, other than its cloud service providers covered by [Section 4\(a\)](#), which create, receive, maintain, transmit, store or process PHI for or on behalf of Vendor, to provide reasonable assurance by written or digital agreement that the Subcontractors will comply with the same provisions with respect to PHI that are applicable to Vendor under this BAA.

## **5. Protected Health Information Safeguards.**

a) Privacy Safeguards. Vendor will implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI, including to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and to reasonably limit incidental use or disclosure made pursuant to a use or disclosure permitted by this BAA.

b) Security Safeguards. Vendor will implement, maintain, and use administrative, technical, and physical safeguards and will implement and maintain policies, procedures and documentation, all in compliance with the applicable standards, implementation specifications and requirements of the Security Rule, so as to reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI as required by the Security Rule.

c) Encryption. Vendor will, to the extent reasonable and practicable, encrypt ePHI in its custody or under its control that is at rest or in motion, and will encrypt all ePHI that Vendor places with cloud service providers, using Encryption that is at least as stringent as the technologies and methodologies that, according to published DHHS guidance, renders PHI unusable, unreadable, or indecipherable to unauthorized Persons.

## 6. Individual Rights.

- a) Access. Vendor will, within 15 days following receipt of CCH's written request, make available to CCH PHI in a Designated Record Set so that CCH may meet its obligations under the Privacy Rule at 45 C.F.R. § 164.524.
- b) Amendment. Vendor will, following receipt of written notice from CCH, amend PHI in a Designated Record Set so that CCH may meet its obligations under the Privacy Rule at 45 C.F.R. § 164.526.
- c) Disclosure Accounting. Vendor will record and retain for at least 6 years the disclosure information specified by the Privacy Rule at 45 C.F.R. § 164.528 for each PHI disclosure that Vendor makes that is accountable under the Privacy Rule at 45 C.F.R. § 164.528. Vendor will, within 30 days following receipt of CCH's written request, report to CCH the disclosure information retained by Vendor that pertains to an Individual's request for disclosure accounting so that CCH may meet its disclosure accounting obligations under the Privacy Rule at 45 C.F.R. § 164.528.
- d) Restriction Agreements. Vendor will comply with an agreement that CCH makes that restricts use or disclosure of PHI pursuant to the Privacy Rule at 45 C.F.R. § 164.522(a), *provided* CCH notifies Vendor in writing of the restriction obligation that Vendor must follow. CCH will promptly notify Vendor in writing of the termination of any such restriction agreement and instruct Vendor whether any PHI will remain subject to the terms of the restriction agreement, notwithstanding its termination.
- e) Confidential Communications. Vendor will comply with a requirement to use confidential communication about PHI pursuant to the Privacy Rule at 45 C.F.R. § 164.522(b), *provided* CCH notifies Vendor in writing of the confidential communication requirement that Vendor must follow. CCH will promptly notify Vendor in writing of the termination of any such confidential communication requirement.

## 7. Security Breach, Privacy Breach, Security Incident and Mitigation.

- a) Security Breach Notification.
  - i) Vendor will report a Security Breach to CCH without unreasonable delay and not later than 5 days after Vendor discovers or is informed by a Subcontractor of the Security Breach, *provided* Vendor may delay its report to CCH for the duration specified in writing by a law enforcement official (or for up to 30 days if the law enforcement official fails to specify the duration in writing within such 30 days) who states to Vendor that such report would impede a criminal investigation or damage national security.
  - ii) Vendor's report will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or that Vendor reasonably believes has been, acquired, accessed, used or disclosed as a result of the Security Breach, and provide as much of the information specified in 45 C.F.R. § 164.404(c) as is available to Vendor at the time of its report, and promptly thereafter as such information may become available to Vendor, to assist CCH with notification obligations.
  - iii) In the event of disagreement whether a Security Breach has occurred, the determination of CCH Corporate Compliance shall be final and conclusive as to Vendor.

b) Privacy Breach Notification. Vendor will report to CCH any use or disclosure of PHI not permitted or required by this BAA or in writing by CCH that is not a Security Breach reportable under [Section 7\(a\)](#). Vendor will make the report to CCH not later than 5 days after Vendor learns of such unauthorized use or disclosure.

c) Security Incident Notification.

i) Vendor will, upon learning of a successful unauthorized access, use, or disclosure of ePHI, report this type of Security Incident to CCH in accordance with [Section 7\(a\)](#), if the Security Incident caused a Security Breach, and in accordance with [Section 7\(b\)](#), if the Security Incident caused a privacy breach.

ii) Vendor will, upon learning of a successful unauthorized modification or destruction of ePHI or interference with system operations in Vendor's information systems, report this type of Security Incident to CCH not later than 5 days after Vendor learns of the successful Security Incident.

iii) Vendor will record any attempted, but unsuccessful unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with system operations in Vendor's information systems, such as "pings" on fire walls, "port scans" and similar response request utilities that do not result in a successful Security Incident, of which Vendor is aware. Vendor will retain these records for at least 6 calendar months following the recording of each of these attempted, but unsuccessful Security Incidents and will make these records available to CCH within 10 days following receipt of CCH's written request for them.

d) Mitigation. Vendor will mitigate or assist CCH to mitigate, to the extent practicable, any harmful effect known to Vendor of a Security Breach, privacy breach or successful Security Incident under this BAA. Vendor will pay or reimburse CCH or a Covered Entity for which CCH is a Business Associate the cost of providing Security Breach notifications to all affected Individuals who are required by applicable Federal or State law to receive notification, including without limitation the cost of paper, printing, mailing, website posting, and newspaper or other publication, as well as operation of call centers and provision to affected Individuals of not less than 12 calendar months of credit monitoring service. Vendor will also pay or reimburse CCH for the cost of litigation, fines, penalties or judgments arising out of or resulting from the Security Breach.

## **8. Transaction Standards.**

a) Electronic Transactions. If Vendor conducts, or engages Subcontractors to conduct, in whole or part, electronic Transactions for or on behalf of CCH, Vendor will comply, and will require any Subcontractors it involves with the conduct of such electronic Transactions to comply, with each applicable requirement of the Transactions Rule.

b) Trading Partner Agreements. Vendor will not enter into, nor grant permission to any Subcontractor that Vendor involves in the conduct of electronic Transactions to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of CCH that:

- i) Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard or Operating Rule (except as necessary to implement applicable law or to protect against fraud and abuse);
- ii) Adds any Data Element or Segment to the Maximum Defined Data Set;
- iii) Uses any code or Data Element that is marked “not used” or that is not in the Standard Transaction’s implementation specifications; or
- iv) Changes the meaning or intent of the Standard Transaction’s implementation specifications.

c) Certificate of Compliance. Vendor will comply, and will assist CCH in complying, with applicable certification and documentation of compliance requirements set forth in Social Security Act § 1173(h) (42 U.S.C. § 1320d-2(h)) when and as DHHS implements for electronic Transactions that Vendor conducts for or on behalf of CCH. Vendor’s chief executive officer or other senior officer, or an individual delegated the authority to sign on behalf of Vendor’s chief executive officer or other senior officer, as permitted by DHHS, must sign the certification, based on best knowledge, information and belief, with respect to the accuracy, completeness and truthfulness of the content of the certification.

## 9. Termination.

a) Termination for Breach. CCH may terminate this BAA and the Services Agreement, if feasible, and without penalty or liability, upon learning of a pattern of activity or practice by Vendor that constitutes a material breach of this BAA that Vendor fails to cure within 30 days following receipt of CCH’s written notice identifying the material breach. CCH may exercise this termination right by providing Vendor written notice of termination, stating the failure to cure the material breach of the BAA that provides the basis for the termination. The termination will be effective on the date specified in CCH’s notice of termination to Vendor.

b) Termination for Change in Law. Either Vendor or CCH may terminate this BAA and the Services Agreement without penalty or liability, if a statute or regulation or amendment to a statute or regulation materially adversely affects the obligations of CCH or Vendor under this BAA. Either CCH or Vendor may exercise this termination right by giving the other written notice of termination at least 60 days before the compliance date for such statute or regulation or amendment to statute or regulation, unless CCH and Vendor agree in writing to, or such statute or regulation or amendment to statute or regulation requires, an earlier termination date.

c) Termination on Conclusion of Services Agreement. This BAA will terminate upon termination or other conclusion of the Services Agreement.

d) Obligations on Termination.

- i) Procedure for Return or Destruction of PHI. Upon expiration or termination of the Services Agreement or this BAA, Vendor will, and will cause its Subcontractors to, return to CCH or destroy, as feasible, all PHI including any copies or compilations thereof. Vendor will certify in writing to CCH that all PHI that can feasibly be returned to CCH or destroyed has been returned or destroyed and will comply with [Section 9\(d\)\(ii\)](#) with respect to any PHI, the return or destruction of which is



infeasible. Vendor will complete these obligations no later than 30 days following the effective date of the expiration or termination of the Services Agreement or this BAA.

ii) Procedure When PHI Return or Destruction Not Feasible. If Vendor or any of Vendor's Subcontractors has not returned or destroyed any PHI within the 30-day period of [Section 9\(d\)\(i\)](#), Vendor will within that 30-day period identify that PHI and explain in writing to CCH why return or destruction of that PHI is infeasible. Vendor will limit further use or disclosure of such PHI to those purposes that make its return or destruction infeasible, for so long as Vendor or any of Vendor's Subcontractors maintain the PHI.

e) Continuing Privacy and Security Obligations. Vendor's obligations to protect the privacy and security of PHI as specified in this BAA will be continuous and survive expiration or termination of the Services Agreement and this BAA.

**10. DHHS Inspection.** Vendor will make its internal practices, books, and records relating to its use and disclosure of PHI available to DHHS to determine compliance with the Privacy Rule by CCH.

**11. Notices and Reports.** Each notice or report that CCH or Vendor is required or desires to give under this BAA must be furnished and will be effective in accordance with [Services Agreement § 12.6](#).

**12. Amendment.** Notwithstanding [Services Agreement § 12.9](#), upon the compliance date of a statute or regulation or amendment to statute or regulation that affects the obligations under this BAA of CCH or Vendor, this BAA will automatically amend such that the obligations imposed on CCH and Vendor by this BAA remain in compliance with all applicable statutes and regulations then in effect, unless CCH or Vendor elects to terminate this BAA in accordance with [Section 9\(b\)](#).

**13. Conflicts.** The terms and conditions of this BAA will override and control any conflicting term or condition of the Services Agreement or any other agreement or understanding between CCH and Vendor.

**IN WITNESS WHEREOF,** CCH and Vendor execute this BAA in multiple originals to be effective on the effective date of the Services Agreement.

**County of Cook, Illinois, by and through its operating unit, Cook County Health and Hospital System (CCH)**

**Vendor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



SERVICE OR DELIVERABLE	PRICE

**KEY PERSONNEL:**

Personnel Name & Title or Other Designation	Assigned Duties & Responsibilities	Billing Rate

Invoices shall identify the billing rate and hours worked for each staff member of Vendor performing Services or providing Deliverables under this Statement of Work.

**Term of Statement of Work:** \_\_\_\_\_ through \_\_\_\_\_

**CCH:**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**VENDOR:**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**EXHIBIT 1**  
**PERMITTED SUBCONTRACTORS**

<b>Subcontractor</b>	<b>Subcontracted Service or Deliverable</b>	<b>Offshore Persons or Locations (Yes / No)</b>	<b>Description &amp; Explanation for Using Offshore Persons or Locations</b>

**EXHIBIT 2**

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (CCH GC-19)  
(COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8)**

**I. POLICY AND GOALS**

**A.** It is the policy of County of Cook, hence of CCH, to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation in such contracts by local businesses certified as Minority-owned Business Enterprises (“MBE”) or Women-owned Business Enterprises (“WBE”) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-Owned Business Enterprise General Ordinance set forth in Cook County Code of Ordinances Section 34-260 *et seq.* (“MBE/WBE Ordinance”) at ([https://library.municode.com/il/cook\\_county/codes/code\\_of\\_ordinances?nodeId=ptigeor\\_ch34fi\\_artivprco\\_div8mionebuen](https://library.municode.com/il/cook_county/codes/code_of_ordinances?nodeId=ptigeor_ch34fi_artivprco_div8mionebuen)), which establishes annual goals for MBE and WBE participation, such as the following:

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

**B.** The County and CCH may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in a solicitation document. The MBE/WBE participation goals for each contract are stated in the Special Conditions. A Bid, Quotation, or Proposal shall be rejected if County or CCH determines that it fails to comply with this GC-19 in any way, including (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer good faith efforts, and explains why. If a Bid, Quotation, or Proposal is rejected by County or CCH, then County or CCH may solicit a new Bid, Quotation, or Proposal if the public interest is served thereby. The Office of Contract Compliance has determined that the participation for this specific contract is **XXXX** MBE % participation and **XXX** WBE % participation.

**C.** To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the contract specific MBE and WBE participation goals may be achieved (i) by the proposed Bidder or Proposer’s status as an MBE or WBE; (ii) by the Bidder or Proposer’s enforceable joint-venture agreement with one or more MBEs and/or WBEs; (iii) by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; (iv) by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBEs and WBEs; (v) by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBEs and WBEs in other aspects of its business; or (vi) by any combination of the foregoing, *provided* the Utilization Plan evidences a commitment to meet the MBE and WBE contract goals set forth in Paragraph 1.B, as approved by the Office of Contract Compliance.

D. A single Person (as defined in the Procurement Code) may not be utilized as both a MBE and a WBE on the same contract, whether as a contractor, subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, GC-19, the MBE/WBE Ordinance, and the policies and procedures promulgated thereunder shall govern. If there is a conflict between GC-19, the MBE/WBE Ordinance or the policies and procedures, the MBE/WBE Ordinance shall control.

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

## II. **REQUIRED BID OR PROPOSAL SUBMITTALS**

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

**A. MBE/WBE Utilization Plan.** Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of its subcontractors, suppliers or consultants are certified MBE or WBE firms, the Bid or Proposal shall identify them as MBEs or WBEs within the Utilization Plan

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

for the SCM Director to reject the Bid or Proposal. All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders. The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed Responsive.

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

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the MBE/WBE Ordinance or the policies and rules promulgated thereunder.

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

**B. Petition for Reduction/Waiver.** In the event a Bid or Proposal does not meet the contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's good faith efforts in attempting to achieve the applicable MBE and WBE goals and its inability to do so, despite its good faith efforts, Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the SCM Director to reject the Bid or Proposal.

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS—GRANTING OR DENYING REDUCTION/WAIVER REQUEST**

**A.** The adequacy of the good faith efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the Contract Compliance Director ("CCD") under such conditions as are set forth in the MBE/WBE Ordinance, the policies and rules promulgated thereunder, and the "Petition for Reduction/Waiver of MBE/WBE Participation Goals"—Form 3 of the M/WBE Compliance Forms.

**B.** With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's good faith efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

**C.** The CCD or the duly authorized Waiver Committee may grant or deny the Petition for



Reduction/Waiver based upon factors including: (i) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (ii) the degree to which specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (iii) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (iv) such other factors as are determined relevant by the CCD or the duly authorized Waiver Committee.

**D.** If the CCD or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient good faith efforts to meet the applicable MBE and WBE goals, the CCD or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

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

**A.** A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including: (i) terminating a MBE or WBE Contract; (ii) reducing the scope of the work to be performed by a MBE/WBE; or (iii) decreasing the price to a MBE/WBE, except as otherwise provided by the MBE/WBE Ordinance and according to the policies and procedures promulgated thereunder.

**B.** Where a Person listed under the contract was previously considered to be a MBE or WBE, but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise upon proper written notification to the CCD, and make every effort to identify and engage a qualified MBE or WBE as a replacement. Failure to obtain a MBE or WBE replacement within thirty (30) Business Days of the CCD's written approval of the removal of a purported MBE or WBE may result in the termination of the contract or the imposition of such remedies as authorized by the MBE/WBE Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as a MBE or WBE.

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

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the MBE/WBE Ordinance, the policies and procedures promulgated thereunder, or GC-19, the CCD shall notify the Contractor of such determination and may take any and all appropriate actions, as set forth in the MBE/WBE Ordinance or the policies and procedures promulgated thereunder, which include disqualification, penalties, withholding of payments or other remedies in law or equity.

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

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the MBE/WBE Ordinance, the policies and procedure promulgated thereunder, and the CCD. Failure to comply with such reporting and record-keeping requirements may result in a declaration

of contract default. Upon award of a contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods, which are made available by the Office of Contract

Compliance. MBE and WBE firms shall be required to verify payments made by and received from the Contractor.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding the provision of GC-19 should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**EXHIBIT 3**

**ECONOMIC DISCLOSURE STATEMENTS**

**AND**

**CCH BOARD OF DIRECTORS APPROVAL BEARING STAMP OF THE BOARD SECRETARY**



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