

## **PART II: GENERAL CONDITIONS**

**For purposes of these General Conditions, references to the “County” include the Cook County Health and Hospitals System (“CCHHS”) and references to the “CCHHS” include the “County.”**

### **GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

The CCHHS has engaged the Contractor to perform all Services and to provide all the Goods, Services and/or Deliverables and Contractor hereby accepts such engagement upon such terms. Contractor shall be the prime contractor hereunder, and, subject to the terms and conditions hereof, Contractor hereby assumes full and total responsibility for obtaining and providing the Deliverables described herein.

Contractor agrees, in accordance with terms and conditions of this Contract, to: (i) act at all times as the single point of reference and contact for the CCHHS with regard to this Contract and all performance hereunder; (ii) to procure and provide to the CCHHS all of the Deliverables specified in this Contract, regardless of whether any particular Goods or services are manufactured or supplied directly by Contractor or through third parties; (iii) to provide, install, configure, implement and integrate the Deliverables and to furnish efficient business administration and project management services with respect to the engagement, and appropriately supervise all work performed as part of the engagement, as necessary and appropriate to complete the installation, configuration, implementation and integration of such Deliverables; (iv) to provide ongoing support, maintenance, and repair of all such Goods; (iv), and to perform all of the Services described in this Contract including, but not limited to, coordinating the related activities of any of Contractor’s subcontractors and any applicable manufacturers, supplies, or licensors.

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Director of Supply Chain Management (“SCM Director”) or SCM Director designee in his or her sole discretion. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the SCM Director. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County. Notwithstanding the foregoing, the Parties agree that assignment of this Contract, in whole or in part, within an enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other, but in the event if such merger or acquisition, the Contractor shall provide notice to the SCM Director as soon as practicable. The CCHHS shall have the right to terminate the Contract for convenience, in the event the CCHHS in its sole discretion deems such merger or acquisition to have impaired the Contract.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the SCM Director all subcontractors it intends to use in the performance of the Contract. The SCM Director shall have the right to disapprove any subcontractor. Identification of subcontractors to the SCM Director shall be in addition to any communications with County offices other than the SCM Director. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the SCM Director upon request.

### **GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor are of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County. To the extent this Contract provides for Contractor to perform services for CCHHS, Contractor shall familiarize itself with the current Cook County Living Wage established by the County's Chief Financial Officer and shall document that employees assigned to provide services hereunder are paid not less than the applicable Cook County Living Wage. To the extent that Contractor's employees or subcontractor employees engage in construction hereunder, Contractor shall familiarize itself with the Illinois Prevailing Wage Act and shall document that employees assigned to perform construction hereunder are paid not less than the applicable Illinois Prevailing Wage. Additionally, as applicable, Contractor's employees or subcontractors will provide services that require an appointment to the Medical Staff and/or that require appropriate clinical privileges, Contractor shall assure that such appointments and/or privileges have been secured prior to permitting such persons to provide the subject services.

If the Services provided pursuant to this Contract are janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services, they are considered "Covered Services" within the meaning of Cook County Ordinances, Section 34-163. In executing this contract, Contractor certifies all personnel assigned to provide Covered Services hereunder shall receive not less than the prevailing rate of wages, fringe benefits and prevailing working conditions, as defined hereunder. To satisfy the County's requirements, wages, fringe benefits and working conditions shall be no less favorable than those posted by the Chief of the Bureau of Human Resources on the County's website or, in the absence of information posted thereon, as posted on the website of the State Department of Labor. Contractor shall provide documentation in support of its certification as requested by the CCHHS.

### **GC-03 INSURANCE**

Contractor shall purchase prior to commencing services and shall maintain at its own cost and expense, in full force and effect during the term of this Contract the following insurance coverages,

### **Workers' Compensation Insurance.**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers' Compensation policy shall also include the following provisions:

I. Employers' Liability coverage with limits of:

\$ 1,000,000 each Accident;  
\$ 1,000,000 each Employee; and  
\$ 1,000,000 Policy Limit for Disease.

II. Broad form all states coverage

### **Commercial General Liability Insurance.**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use. General Liability limits shall not be less than \$ 1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- I. All premises and operations;
- II. Broad Form Blanket Contractual Liability;
- III. Products/Completed Operations;
- IV. Broad Form Property Damage Liability; and
- V. Cross liability

### **Comprehensive Automobile Liability Insurance.**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

Liability - All Autos: Bodily Injury & Property Damage – \$1,000,000 per Occurrence; and  
Uninsured/Motorists: Per Illinois Requirements.

### **Umbrella/Excess Liability Insurance.**

- I. \$2,000,000 each occurrence for all liability; and
- II. \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations.

### **Professional Liability Insurance.**

- I. \$1,000,000.00 each occurrence; and

II. \$3,000,000.00 in the aggregate.

**Cyber/Security and Privacy Liability Coverage.**

This coverage applies damages arising from failure of computer security, or wrongful release of private information, in an amount of at least \$2,000,000 per claim and in the aggregate.

Contractor shall furnish a certificate or certificates of insurance to CCHHS prior to commencing performance under the Contract which evidences the above coverages. The insurance purchased and maintained by Contractor shall be primary and not excess or pro rata to any insurance issued by the County.

**Additional Insured.**

The Commercial General Liability and Excess Liability policies must name the County of Cook, its elected and appointed officials, and its agents and employees as additional insureds in connection with the activities contemplated by the scope of this Contract.

**Qualification of Insurers.**

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

**Subcontractor Insurance Requirements.**

Contractor shall require that providers who become Subcontractors to Contractor perform such functions as utilization review or credentialing hereunder, carry professional liability insurance in an amount of \$1,000,000 per each occurrence and \$3,000,000 in the aggregate.

**GC-04 INSPECTION AND RESPONSIBILITY**

**This paragraph shall be applicable to the sale of Goods:** At all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Goods provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Goods furnished under this Contract. Goods may be rejected by the SCM Director and/or the Designee of the Using Department if they fail to meet Contract requirements. In the event of such rejection, Goods shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such have been rejected. As applicable, Goods shall be provided in a manner that complies with all accreditation standards including, but not limited to, the Medicare Conditions of Participation and standards of The Joint Commission.

**This paragraph shall be applicable to the procurement of Services.** Contractor shall be solely responsible for the quality and standards of all Services and applicable Deliverables furnished under this Contract and shall comply with the performance indicators described in Exhibit 2: Scope of Work. Deliverables may be rejected by the SCM Director and/or the Designee of the Using Department if they fail to meet Contract requirements. In the event of such rejection, Services shall be re-performed by the Contractor promptly and at no additional cost to the County., Services shall be provided in a manner that complies with applicable accreditation standards including, but not limited to, the Medicare Conditions of Participation and standards of The Joint Commission.

### **GC-05 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its CCHHS, directors, commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred or suffered to the extent caused directly and proximately by the negligence or willful misconduct of Contractor, its officers, agents, employees, contractors, subcontractors, in the course of performing services hereunder. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as herein provided. The County shall give the Contractor prompt notice of any such claim and County will consult with Contractor in the defense and settlement thereof. Subject to applicable law, approval of the Cook County State's Attorney, if required, and at the sole discretion of the County, the County may assign defense to the Contractor.

### **GC-06 PAYMENT**

**Pursuant to the Cook County, Illinois Code of Ordinances Sec. 34-310 and 34-311. Invoices required for all Service contracts.**

**(a)**

**Work Performed.** Contractor shall maintain and submit for review upon request by CCHHS, itemized records indicating the dates that Services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

**(b)**

**Expenses.** Contractors shall submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

**(c)**

**Invoice Documentation.** Contractor shall submit itemized records indicating the dates or time period, in which the Services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the

dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

**(d)**

**Payment.** All Contracts for Services shall further require that the itemized work and expense records required in Section 34-310(b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any services rendered.

This paragraph applies to Goods and Services Notwithstanding the foregoing all invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contracts. All invoices shall have a valid Purchase Order issued by CCHHS prior to invoicing CCHHS. No payments shall be made if invoices fail to comply with the requirements of this paragraph. County payment terms shall be Net 45 days from invoice date. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-07 PREPAID FEES**

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

**GC-08 TAXES**

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

**GC-09 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Goods, Services, or Deliverables the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor due to rebates, financial incentives, discounts, value points or other benefits with respect to the purchase. Such price reductions shall be effective at the same time and in the same manner as reductions Contractor makes in the price of the Goods, Services, or Deliverables to its prospective customers generally.

**GC-10 CONTRACTOR CREDITS**

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

using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

### **GC-11 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be resolved by the SCM Director and Contractor to the extent possible. The parties will use good faith efforts to resolve a dispute within sixty (60) days following notification received by either party of a dispute. Notwithstanding a dispute, the parties shall continue to discharge their obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to in writing.

Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the SCM Director indicating that additional time is required to review a dispute and the Contractor is in agreement, the parties may exercise their contractual remedies. No inference shall be drawn from the absence of a response by the SCM Director.

### **GC-12 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach. In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

### **GC-13 COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach. Except as extended in writing by the SCM Director, if the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness

or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination. In addition, the County shall have the right to pursue all remedies in law or equity.

#### **GC-14 CONTRACTOR'S REMEDIES; LIMITATION ON COUNTY LIABILITY**

If the County has been notified of breach and fails to remedy the breach during the cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination. Contractor shall have the right to pursue all remedies available in law or equity. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations, suspend Services or withhold the delivery of and Deliverable, or repossess any component thereof. Additionally, Contractor shall not be entitled to suspend the delivery of any Deliverable or the provision of Services at any time during the term of this Contract or any renewal options without the express written authorization of the SCM Director or his designee.

CCHHS shall be not liable for any consequential, exemplary, incidental, indirect, or special damages or costs including, but not limited to, lost profits or loss of goodwill, resulting from any claim or cause of action based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory, even if Contractor has been advised, knew, or should have known of the possibility thereof. The CCHHS's aggregate liability shall be limited to the Contractor's actual provable direct damages not to exceed the amount of the Contract as awarded by CCHHS Board of Directors, which amount is set forth on the Board Authorization Request and/or in Part I of this Contract (the "Maximum Contract Amount") less all amounts paid to Contractor hereunder shall be limited as set forth in this Section. In no event shall the CCHHS's liability be the aggregate amount of multiple contracts.

#### **GC-15 DELAYS**

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

#### **GC-16 MODIFICATIONS AND AMENDMENTS**

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

The SCM Director may agree in writing to amend this Contract provided that, such amendment individually or cumulatively increases the amount payable to Contractor to One Hundred Fifty Thousand (\$150,000) Dollars or more or, in the case of a Contract that was originally approved by the CCHHS Board, by more than ten percent of the Maximum Contract Amount, such amendment shall require the approval of the CCHHS Board of Directors. Similarly, amendments which extend



the term of the Contract by one year or longer shall require the approval of the CCHHS Board of Directors.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract. Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

### **GC-17 PATENTS, COPYRIGHTS AND LICENSES; OWNERSHIP OF DOCUMENTS**

**(1) Furnishing of license rights and authorizations.** Unless otherwise provided in this Contract, Contractor hereby grants to the County a perpetual and irrevocable, non-exclusive, non-transferable, fully paid-up and royalty-free license (or, as applicable with respect to software that constitutes a third-party product, sublicense) and right to use the software and its Documentation for the County's internal business purposes. All licensed software shall be the latest commercially available release and version thereof as of the execution of this Contract.

**(a) *Software Manufactured by a Third Party.*** To the extent certain software provided to the County hereunder may be licensed by a third-party manufacturer or supplier pursuant to the express terms of separate, written license agreements. Contractor shall notify the County of the existence of any such separate license agreements and shall provide each such separate license agreement to the CCHHS Chief Information Officer (CIO), in writing or electronically, no later than upon delivery to the County of the respective software to which it applies. Notwithstanding the terms of any license agreement issued by a third-party manufacturer or supplier, as between the parties to this Contract, Contractor shall ensure that all software is warranted in accordance with the applicable sections of GC-26 Guarantees and Warranties, and that the County obtains a perpetual, irrevocable, non-exclusive, non-transferable, paid-up, and royalty-free license and right for the County and its users to use the software in accordance with this Contract.

**(b) *Third-Party Licenses.*** Contractor shall furnish the CCHHS CIO with all licenses, license rights or authorization required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Goods or Services (and Deliverables if applicable). Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the SCM Director. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

**(3) Intellectual Property of the County.** County reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials, designs, reports, manuals, documents, specifications, hardware, software and equipment and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that County makes available to Contractor (collectively "County IP"). No County IP shall be removed from County's premises without the prior written consent of County. All County IP removed with consent shall be returned upon the earlier of (a) County's request for its return; or (b) completion or termination of the Contract or an applicable statement of work thereunder. Contractor shall, at its risk and expense, maintain such County IP in good condition while it is in its custody or control.

**(4) County Ownership of Delivered Software or Other Proprietary Material.** The Parties may contemplate that the County will order Goods, Services or Deliverables from Contractor that will result in the transfer of ownership rights of software or other proprietary material from Contractor to the County or the development by Contractor of such software or proprietary material for County's exclusive ownership. In such case, the subject IP and the County's ownership rights therein shall be set forth in **Exhibit 1, Statement of Work**.

**(5) Ownership of Documents and/or Data.** All documents, data, studies, reports, work product or product created as a result of the performance of the Contract shall be included in Deliverables and shall be the property of the County of Cook. Except as expressly provided in the Contract, it shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any County Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract, Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the County Documents and the work at all times. In the event the CCHHS requests its data, Contractor will provide it to the CCHHS in a form that meets an industry-standard format such as, .XLSX, .CSV, .TXT, .MDB,.DAT. The data must comprehensively represent the record (e.g. all relevant fields) and exactly match the source information. The data element in a record must clearly separate using appropriate delimiters like comma, pipe etc., or must be fixed length. The end of line character must appear only at the end of each record. Embedded line feed and carriage return in data elements must be eliminated or replaced with appropriate characters.

## **GC-18 CORPORATE COMPLIANCE**

**A. General.** The Contractor and any subcontractors shall observe and comply with any accreditation standards applicable to Contractor in its regular business as well as the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

**B. Payment of Taxes and Fees.** The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**C. Corporate Compliance Program.** Contractor understands that the CCHHS has adopted a Corporate Compliance Program and is committed to complying with all applicable laws, rules and regulations. Accordingly, Contractor shall also comply with all laws, rules and regulations concerning the services or items furnished to CCHHS under this Contract. CCHHS will provide Contractor with the CCHHS Code of Ethics available at: <http://www.cookcountyhhs.org/about-cchhs/doing-business-with-cchhs/bids-rfp/> and Contractor agrees to fully comply with the CCHHS Code of Ethics concerning the services or items furnished to CCHHS under this Contract. In addition, Contractor shall cooperate fully with any review, audit, or investigation conducted by the CCHHS Chief Compliance and Privacy Officer, including the timely return of requested documentation, and shall bring to the attention of the Chief Compliance and Privacy Officer, or designee, any alleged improper practices or potential violations of CCHHS policies/ procedures that Contractor may discover in association with this Contract so that the Compliance Officer may take appropriate action. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

**D. Training.** Contractor shall ensure that all Contractor's employees, agents and subcontractors, and their respective employees and agents, complete training as necessary to perform the responsibilities under this contract. This training shall include the completion of a Compliance/Code of Ethics training upon hire, and no less frequently than annually thereafter. CCHHS reserves the right to require Contractor to complete additional trainings utilizing compliance training materials or training sessions supplied by CCHHS. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

**E. Debarment and Suspension Certification.** As used in this paragraph c, the term "Principal" shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Other terms used in this paragraph E, such as covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76 and other applicable federal regulations.

In executing this Contract, each of Contractor's authorized signatories certifies that, to his or her knowledge and belief, based on reasonable diligence, the Contractor, its principals and any person employed or contracted by Contractor to provide Services:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any governmental department, agency or federally funded health care program (including Medicare and/or Medicaid)
- (2) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- (4) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services, and at least monthly thereafter, by reviewing the list of sanctioned Persons through

- the Department of Health and Human Services (HHS) Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) Searchable Database (<https://exclusions.oig.hhs.gov>),
- HFS OIG exclusion (available at <http://www.state.il.us/agency/oig>),
- the Excluded Parties List System (EPLS)/System of Award Management (SAM) maintained by the U.S. Government (available at <https://www.sam.gov/portal/SAM/##11>), and
- the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) (<https://sanctionssearch.ofac.treas.gov/>)

Contractor shall notify CCHHS immediately in the event that it or anyone performing services under this Contract:

- (1) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or
- (2) is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid. CCHHS may terminate this Contract immediately upon the occurrence

or notification of any of the above and such termination shall be the CCHHS’ sole remedy against Contractor.

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

**I. POLICY AND GOALS**

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

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

- B. **The County may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby. **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 by the proposed Bidder or Proposer’s status as an MBE or WBE; by the Bidder or Proposer’s enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the 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 at law or in equity.

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

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

#### 1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect

participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the 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 Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

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

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

## 3. Joint Venture Affidavit

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

## **B. Petition for Reduction/Waiver**

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

achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

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

### **IV. CHANGES IN 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 but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated



in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

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

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

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

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a 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 prime 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 this section should be directed to:

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

### **GC-20 MATERIAL SAFETY DATA SHEET**

Where required under the Illinois “Toxic Substance Disclosure To Employees Act”, Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Goods or Services, a Material Safety Data Sheet.

### **GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all the Contractor’s interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. In the event a significant conflict of interest is identified during the engagement, the parties shall endeavor to reach a mutually agreeable plan regarding a resolution of the conflict to avoid an adverse consequence to the County, or shall modify or terminate the scope of services affected thereby. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract.

### **GC-22 ACCIDENT REPORTS**

Contractor shall provide the SCM Director and the Director of the Using Department with prompt written notification of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. Contractor shall provide the SCM Director or his/her designee with verbal notice within twenty-four (24) hours of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. Within three (3) business days following any such occurrence, Contractor shall provide SCM Director of CCHHS with prompt written notification (no later than three (3) business days) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person’s employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record.

The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report. The report shall include the name of person(s) injured, if any; name of the injured person’s employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

### **GC-23 CONTRACTOR ON-SITE REQUIREMENTS**

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his/her designee while on any County property and shall abide by all rules and regulations imposed by the County and CCHHS Policies applicable to the scope of this Contract including but not limited the policy requiring use of CCHHS' vendor credentialing and financial systems.

Contractor shall confer with the SCM Director and/or Director of the Using Department(s) to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

When required, Contractor shall provide documentation that all personnel assigned to provide services on-site at a CCHHS facility shall have had a fingerprint based background check, drug and TB tests, and designated immunizations/vaccinations. The costs of all such checks, tests and immunizations/vaccinations shall be borne by Contractor.

### **GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the SCM Director.

**Pursuant to Cook County Ordinance 38-85 (c), if this Contract is a multi-year contract, the following provision applies:** This Contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, or there is a change in services which results in the elimination of the Services which are the subject of the Contract, the Contract shall be cancelled without penalty to, or further payment being required by, the System Board or the County. The System Board shall give the vendor notice of failure of funding or change in services as soon as practicable after the System

Board becomes aware of the failure of funding. The System Board's or County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the System Board's or County's obligation under the contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

### **GC-25 GENERAL NOTICE**

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

TO THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM:  
DIRECTOR OF SUPPLY CHAIN MANAGEMENT  
1901 West Harrison, Ste. 5360  
Chicago, Illinois 60612  
(Include County Contract Number in all notices)

### **TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

### **GC-26 GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Goods and Services to the SCM Director or designee prior to or at the time of delivery. All warranties shall be the same or more favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Goods, and Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract. To the extent applicable:

**(1) General Service Warranties.** Contractor shall performed in a professional and workmanlike manner, and that the Goods and Deliverables, provided by Contractor to CCHHS will conform to specifications in the Contract The Services shall be performed in accordance with the recognized professional standards and practices in the industry, and Contractor's Personnel, subcontractor(s) and any other person(s) employed or engaged by Contractor in connection with this Contract shall have the requisite ability, expertise, knowledge and skill, as appropriate to the duties assigned, to perform the Services shall act in accordance with such professional standards and industry practices, and in accordance with all applicable milestones and deadlines. Contractor shall promptly re-perform, at no additional charge to County, any Services that fail to satisfy the foregoing warranty.

**(2) Maintenance and/or Support Services.** Contractor warrants that during all time periods in which Contractor is providing maintenance and/or support Services to the County with respect to individual Goods and/or Goods that have been configured into an integrated whole, Contractor shall maintain the Goods and all component elements thereof, in good operating condition and in accordance with any applicable County-approved acceptance testing criteria, specifications and Documentation, and the other applicable requirements of this Contract. Contractor warrants that it shall dedicate a sufficient number of qualified personnel and equipment at all times to ensure that repairs or preventive maintenance shall be accomplished within twenty-four (24) hours after a problem is first reported to Contractor.

The County shall be entitled to receive any new versions or updates of software as Contractor makes them commercially available to its other customers. For the avoidance of doubt, a “new version or update” is a change in software that typically provides operational performance corrections. At minimum, Contractor will provide maintenance and/or support Services for the current release of the software and the prior release.

Goods that are supplied by or through Contractor pursuant to this Contract, including third party products, shall be new, originally manufactured Goods. In addition, experimental Goods will not be acceptable. Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period prior to the commencement of the Contract will be considered experimental.

Contractor shall not make changes to Goods or modify the specifications and documentation relating thereto except upon the express written consent of the Cook County Chief Information Officer or his or her designee

Replacement Goods, or components thereof, provided as part of maintenance and/or support services may be: (1) new; or (2) factory reconditioned, refurbished, re-manufactured, provided that, such reconditioned, refurbished, re-manufactured replacement Goods or components are functionally equivalent to new, including, but not limited to, having materially the same performance and life expectancy as new.

**(3) Manufacturers’ Warranties.** Contractor warrants that all Services shall be performed in such a manner so as not to void or otherwise limit any applicable manufacturer’s or supplier’s warranties or maintenance obligations with regard to any of the Goods installed at any County facilities. If any such manufacturer’s or supplier’s warranties or maintenance obligations are so voided or limited as a result of work being performed by Contractor hereunder, Contractor shall be responsible for servicing or, if necessary, replacing the applicable Good at no cost to the County, throughout what would have been the remaining warranty or maintenance period, notwithstanding any termination or expiration of this Contract.

**(4) Goods.** All Goods provided hereunder, and all portions and components thereof, shall be free of material or frequent defects, shall be fully compatible with each other and shall operate, both on a component-by-component basis and as an integrated whole, in all material respects in conformance with the specifications set forth in this Contract, including any County-approved acceptance testing criteria and documentation. Contractor shall promptly repair or replace any

Good or any portion thereof containing any such defect or that fails to so conform, and all such cures shall be at no additional charge to County.

Contractor represents that, as of the installation by Contractor, the Goods and Software shall not contain any virus, timer, clock, counter, time bomb, or other instruction, routine, or harmful code designed to erase data or programming or to cause them to become inoperable or otherwise incapable of being used in the full manner for which designed and created. Contractor further warrants and covenants that all Goods that constitute Software shall be compatible with current major commercially available virus protection programs.

Goods that are supplied by or through Contractor pursuant to this Contract, including third party products, shall be new, originally manufactured Goods, and Contractor shall not make changes to Goods or modify the specifications and documentation relating thereto except upon the express written consent of the CCHHS CIO or his or her designee.

**(5) Third Party Goods.** Contractor hereby assigns to the County all warranties, indemnities, and other commitments that Contractor has obtained or shall obtain from any third-party manufacturers and suppliers of, and which are otherwise applicable to, any Goods purchased or licensed by the County from or through Contractor hereunder, to the fullest extent that the foregoing may be so assigned. Contractor warrants that it shall enforce on the County's behalf any such warranties, indemnities, and other commitments, to the extent that they cannot be so assigned, as necessary or appropriate at any time during which such warranties, indemnities and other protections are in effect. Contractor further warrants and covenants that it shall, at all such times, work with and coordinate the efforts of such manufacturers and suppliers to ensure that the County promptly obtains any required warranty or other service.

### **GC-27 STANDARD OF GOODS**

Except as may be expressly stated in this Contract, only new, originally manufactured Goods will be provided and no refurbished, rebuilt, restored or renovated Goods shall be acceptable. In addition, experimental materials are not acceptable. Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

### **GC-28 DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID AND ALLOWED. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Unless expressly provided in the Contract, truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations. The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations

shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

### **GC-29 QUANTITIES**

Any quantities of Goods set forth in the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at Contract pricing to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the SCM Director.

### **GC-30 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

Unless otherwise stated in Part I of this Contract, this Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency:

Exhibit 2.) Part I, Contract; Exhibit 3.) Part II, General Conditions; Exhibit 4.) Statement of Work; Exhibit 5.) Evidence of Insurance; Exhibit 6.) Economic Disclosure Statements including Certifications and Execution Forms; Exhibit 1.) CCHHS Board Transmittal.

### **GC-31 CONFIDENTIALITY**

(1) **Confidentiality.** Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County's CCHHS without the prior written approval of the CCHHS CEO. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge. Additionally, Contractor shall not use the name or mark of the County or CCHHS for an advertising, marketing and/or endorsement or engage in any media outreach in any form whatsoever with regard to or arising from this Contract without the prior

approval of the CCHHS, Executive Director of Communications or designee. Any such breach of this provision shall be cause for immediate termination of the Contract or other applicable remedies without the opportunity to cure.

(2) **Freedom of Information Act.** Contractor understands that the County as a public body is required to comply with the Illinois Freedom of Information Act (“FOIA”) [5 ILCS 140/1 et seq., FOIA. Therefore, CCHHS shall have the right to determine whether it will or will not withhold information upon receipt of a FOIA request. However, Contractor may reasonably designate in writing certain information as Confidential Information as provided herein. If Contractor makes such a reasonable designation, CCHHS will use its best efforts to notify Contractor and provide an opportunity to assert the information as exempt from copying and inspection under Section 7(1)(b) or (g) of the Illinois Freedom of Information Act. CCHHS may require Contractor to submit justification for asserting the exemption. To the extent that the County is assessed for attorneys’ fees and/ or court costs as a result of assisting Contractor in asserting an exemption from disclosure, Contractor shall indemnify and hold harmless the County from and against such expenses. Additionally, CCHHS may honor a properly executed criminal or civil subpoena for such documents without such being deemed a breach of this Contract including any language contained in any applicable Contract Exhibit or any subsequent amendment hereto. Contractor acknowledges that information regarding this Contract may be discussed in public meetings and be disclosed in public documents as a result.

### **GC-32 AUDIT; EXAMINATION OF RECORDS**

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

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

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

To the extent this Contract pertains to Goods or Services which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a



period of four (4) years after furnishing services pursuant to this Contract, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Contract through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (I) of the Social Security Act to this Contract; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

#### **GC-33 GOVERNING LAW**

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

#### **GC-34 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

#### **GC-35 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

#### **GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots, any national or regional emergency, complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

### **GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of a joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

### **GC-38 COOPERATION WITH INSPECTOR GENERAL**

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

### **GC-39 BUSINESS ASSOCIATE PROVISIONS**

This Section shall apply to the extent that Contractor ("Business Associate"), in performing the Contract, has access to Protected Health Information ("PHI") from or on behalf of the CCHHS ("Covered Entity").

Business Associate may have access to Protected Health Information ("PHI") from or on behalf of Covered Entity. To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"). The HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164, Pub. Law No. 104-191 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH").

Business Associate agrees that as of the effective date this Contract it shall abide by the provisions of this Contract with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

## 1. **DEFINITIONS**

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

- (a). **Breach.** "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information subject to the exceptions set forth in 45 C.F.R. 164.402.
- (b). **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity named above.
- (c). **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Cook County Health and Hospitals System.
- (d). **Electronic Protected Health Information.** "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (e). **Individual.** "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (f). **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.
- (g). **Protected Health Information.** "Protected Health Information" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 106.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (h). **Required By Law.** "Required By Law" shall have the same meaning as the term "Required By Law" in 45 C.F.R. 164.103.
- (i). **Secretary.** "Secretary" shall mean the Secretary of the U.S Department of Health and Human Services or his designee.
- (j). **Security Rule.** "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, and 164.
- (k). **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall mean Protected Health Information is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

## 2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- (a). For purposes of this Part 2, Business Associate shall ensure that any obligations, restrictions, or conditions set forth herein shall apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information. Business Associate shall not use any Subcontractor to assist Business Associate with the provision of services under the Contract without the prior written consent of Covered Entity.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Contract or as Required By Law.
- (c). Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and the HITECH Act.
- (d). Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Contract of which it becomes aware.
- (e). Business Associate must, following the discovery of any appearance of a Breach, non-permitted use or disclosure, security incident, or other incident affecting unsecured Protected Health Information, notify the CCHHS Corporate Compliance and Privacy Program without unreasonable delay, and no later than 5 days from the date that the Business Associate discovers such Breach, non-permitted use or disclosure, security incident, or other incident. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's discovery. On behalf of CCHHS, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices as directed by the CCHHS Corporate Compliance and Privacy Program. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs. In the event of a disagreement, the final determination of whether a Breach occurred will be made by the CCHHS Corporate Compliance and Privacy Program.
- (f). If applicable, Business Associate shall provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or an individual's designee in order to meet the requirements under 45 C.F.R. 164.524.
- (g). Business Associate shall, when directed by Covered Entity, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.

- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by Covered Entity.
- (j). Business Associate shall provide to Covered Entity when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k). In order to monitor the privacy and security of its PHI, the Covered Entity may request, and Business Associate shall make available to Covered Entity, information regarding the Business Associate's HIPAA Privacy and/or Security program, including the most recent electronic Protected Health Information risk analysis, policies, procedures, Security Incident log and responses, and evidence of training, including training materials and training logs.
- (l). To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

### 3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information shall comply with the provisions set for herein.
  - (a). Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in this Contract.
  - (b). Business Associate may use or disclose Protected Health Information as Required by Law.
  - (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
  - (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth below in Section 3.1 (f), (g), and 3.2.
  - (e). Business Associate shall not, directly or indirectly, receive remuneration in exchange for any Protected Health Information unless the exchange qualifies as an exception to the HIPAA general rule, as outlined in the HIPAA regulations and is permitted by this Contract and the Master Contract.
  - (f). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).
  - (g). Except as otherwise limited in this Contract, Business Associate may use Protected Health

Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (h). Except as otherwise limited in this Contract, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (i). Except as otherwise limited in this Contract, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

### 3.2 **Data Ownership**

Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all Protected Health Information of Covered Entity that Business Associate creates, receives, maintains or transmits and that such all such right, title, and interest is vested in Covered Entity; nor shall Business Associate nor any of its employees, agents, consultants or assigns have any right, title or interest to any of the Protected Health Information. Business Associate shall not use the Protected Health Information in any form including, but not limited to, stripped, de-identified, or aggregated information, or statistical information derived from or in connection with the Protected Health Information, except as expressly set forth in this Contract. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any Protected Health Information without Covered Entity's express written consent.

## 4. **OBLIGATIONS OF COVERED ENTITY**

### 4.1 **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a). Covered Entity shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b). Covered Entity shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c). Covered Entity shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- (d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate with Protected Health Information .

#### 4.2 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except for uses and disclosures under Section 3.2.

### 5. TERMINATION

- (a). Term. This Contract shall be effective as of the Effective Date, and shall either terminate when Covered Entity provides written notice to Business Associate or as provided in 5(b), Termination for Cause, below.
- (b). Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Contract;
  2. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible.
- (c). Effect of Termination.
1. Except as provided in paragraph (2) of this Section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, or maintained by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
    - a. Business Associate shall render all paper PHI unusable through an appropriate method, which may include shredding, pulverization or burning.
    - b. Business Associate shall render all ePHI unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS.
    - c. To the extent it is necessary for Business Associate to destroy any PHI, Business Associate shall provide a specific, detailed account of the destruction process if so account is requested by Covered Entity.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning or destroying it infeasible. If Covered Entity agrees that such return or destruction is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. The provisions of this Section 5(c), Effect of Termination, shall survive the termination of this Contract.

6. **MITIGATION**

(a). Mitigation. To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of this Contract. Business Associate agrees to establish procedures to investigate the PHI Incident, mitigate losses and protect against any future PHI Incidents, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

7. **MISCELLANEOUS**

(a). Regulatory References. A reference in this Contract to a Section in HIPAA or the HITECH Act means the Section as in effect or as amended.

(b). Amendment. The Parties agree to meet and confer regarding amendment of this Contract from time to time as is necessary for either Party or both Parties to comply with the requirements of HIPAA and the HITECH Act. Any amendment, however, must be mutually agreed upon by the Parties in writing. In the event the Parties are, for any reason, unable to agree on an acceptable amendment, either Party may terminate this Contract on written notice to the other Party.

(c). Interpretation. Any ambiguity in this Contract shall be resolved to permit the Parties to comply with the HIPAA and the HITECH Act as may be amended from time to time.

(d). Construction of Terms. The terms of this Contract shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HITECH Act issued by HHS or the Office for Civil Rights ("OCR") from time to time.

(e). No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**GC-40 REQUIRED CONTRACTOR FILING WITH COOK COUNTY BOARD OF ETHICS**



Any person or persons doing business with Cook County, upon execution of a contract with Cook County, are required to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook. The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code, available at [www.municode.com](http://www.municode.com), to view the full provisions of this section. The Cook County Code of Ordinances is available on line at [www.municode.com](http://www.municode.com). Questions concerning this disclosure requirement should be directed to the Cook County Board of Ethics.

#### **GC-41 GOVERNMENT FUNDED HEALTHCARE EXCLUSIONS**

Contractor shall take those steps necessary to ensure that the supplies, goods, equipment, or services required to be furnished pursuant to this Contract are not being provided in whole or in part by individuals or entities who or which have been excluded from participation in Federally funded healthcare programs.

#### **GC-42 REPORTING SUSPECTED OR KNOWN FRAUDULENT ACTIVITY**

##### **Pursuant to the Cook County, Illinois Code of Ordinances Sec. 34-250**

Any Person involved in the Cook County Procurement process, including employees, contractors, and those seeking to do business with the County, shall report directly and without any undue delay, any suspected or known fraudulent activity in the County's procurement process to the Office of the Cook County Inspector General. In addition to any applicable laws protecting whistleblowers, the County shall ensure that a report made in good faith will not result in any adverse actions taken by the Board or the County against the Person making such a report. The System Director of Supply Chain Management's procedures will include a mechanism to publish this provision to all appropriate Persons.

**END OF SECTION**