

CONTRACT FOR SERVICES

CONTRACT NO. 1901-17957

(PURCHASE ORDER NO. 70000148819)

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER



**RADIOLOGY MOBILE FLUOROSCOPY MACHINE SERVICE AGREEMENT
FOR
COOK COUNTY MEDICAL EXAMINER OFFICE**

WITH: OEC MEDICAL SYSTEMS, INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

CONTRACT FOR SERVICES
PART I
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **OEC MEDICAL SYSTEMS, INC., A GE HEALTHCARE COMPANY**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **COOK COUNTY MEDICAL EXAMINER**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires **RADIOLOGY MOBILE FLUOROSCOPY MACHINE SERVICE AGREEMENT**;

WHEREAS, the Contractor is able and willing to provide such supplies/services, hereafter referred to as the "Contract Supplies/Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be effective from May 1, 2020 to April 30, 2025, with one, two-year renewal option.

III. PAYMENT

In no case shall such charges exceed the amount of **\$71,425.00**. Invoices shall be submitted to the County in accordance with GC-06. The County shall have the right to examine the books of the Contractor to auditing the same with reference to all charges made to the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ORDER OF PRECEDENCE

These Contract Documents 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.

1. General Conditions and Exhibit A Specifications;
2. Exhibit B Vendors' Statement of Work and Pricing Proposal
3. Exhibit I EDS;

In the event of any conflict between the Agreement and its components parts, then the interpretation most favorable to the County will apply.

**PART II
GENERAL CONDITIONS
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PART II: GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Contract without the other party's consent to any person or entity (except to a Contractor's competitor) that is an affiliate of such party if any such assignees agree, in writing, to be bound by the terms of this Contract upon written notice to the other party, which notice includes a copy of the assignee's agreement to be bound by the terms of this Contract. Subject to such limitation, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The Contractor may hire subcontractors to perform work under this Contract; provided, however, that the Contractor will at all times remain responsible for the performance of its obligations and duties under this Contract. Prior to the commencement of the Contract, the Contractor shall identify in writing to Cook County Chief Procurement Officer ("Chief Procurement Officer") any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract.

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 to the extent that the County provides notice of such rules and regulations to the Contractor and such rules and regulations apply to the Contractor under this Contract. Under no circumstances, however, will the Contractor's failure, or the failure of the Contractor's employees or subcontractors, abide by County policies constitute a material breach by the Contractor under this Contract, unless such failure materially and adversely affects the Contractor's ability to perform its obligations under this Contract and/or the safety of the County's patients, personnel or facilities.

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 Contractor will work with the County to appropriately staff the implementation of the Contract at the County's site and will respond within thirty (30) days to reasonable requests by the County to replace personnel.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage shall maintain insurance coverage in accordance with its Certificate of Insurance attached hereto as Exhibit 3 against all claims that may arise out of or result from the performance of its obligations under this Contract for which Contractor may be legally liable. Contractor will name the County and its officials, employees and agents as additional insureds under the Commercial General Liability and Umbrella (Excess) Liability policies, to the extent that insured losses arise from the sole negligence of Contractor in providing services hereunder.

(e) 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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(f) Insurance Notices

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

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

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance

GC-04 INSPECTION AND RESPONSIBILITY

At any and 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 equipment, devices, and/or services ("Deliverables") provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Designee of the Using Department if they fail to meet applicable Contract service warranty requirements. In the event of such rejection, Deliverables shall be re-performed by the Contractor promptly and at no additional cost to the County in accordance with applicable Contract service warranty terms and conditions set forth in Section GC-26 (Guarantees and Warranties).

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. 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 hereinabove provided.

Prior to the effective date of this Contract, the Vendor, at its cost, shall secure and maintain at all times until completion of the term of this Contract the insurance specified below.

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

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$100,000 each Accident
\$100,000 each Employee
\$100,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover claims for injuries to persons or damage to property which may arise from or in connection with products or materials supplied to Cook County.

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

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

When any motor vehicles are used in connection with this contract, Vendor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

Additional requirements

(d) Additional Insured

The Commercial General Liability policy shall name Cook County, its officials, employees and agents as additional insureds on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Vendor's insurance and shall not contribute with it.

GC-06 PAYMENT

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

(a)

Work Performed. All Contracts for services, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, 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. Contracts for services shall also require Contractors to 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. All Contracts for services, regardless of compensation structure, shall contain a provision requiring the Contractor to 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 GC-06(b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any services rendered.

Notwithstanding the foregoing all invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract. All invoices shall comply with County invoicing forms and procedures.

(e)

No Late Fees; Payment Terms. 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.

(f)

Payment Obligations Upon Expiration or Termination. Upon the expiration or termination of this Contract, each party shall pay to the other party all payment obligations arising prior to the date of expiration or termination within sixty (60) days of the effective date of termination or expiration, as applicable.

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 Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within sixty (60) 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 deliverables, materials or services purchased by the County by virtue of statute. The County certifies that it has provided Contractor with appropriate evidence of the County's tax-exempt status. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-

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 Deliverables to its prospective customers generally, 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 not include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points, promotions, concessions or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as reductions Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives to the County 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

The parties will first attempt to resolve in good faith any disputes related to this Contract. Any unresolved dispute arising under the Contract between the County and Contractor shall be referred to the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within ten (10) days of such request. The Chief Procurement Officer will reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The Contractor shall cooperate in providing timely information needed by the Chief Procurement Officer to monitor the Contractor's performance. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing. If the dispute cannot be resolved within 60 days following notification to the Chief Procurement Officer of a dispute, the parties may resort to their available legal remedies. In no case shall Contractor take action to disrupt the operations

of the County.

GC-12 DEFAULT, REMEDIES AND LIMITATION ON LIABILITY

Either party shall be in default hereunder in the event of a material breach of any term or condition of this Contract including, but not limited to, a representation or warranty, which the breaching party fails to cure within the applicable cure period set forth herein after written notice setting forth the nature of the breach is given by the non-breaching party.

If the breaching party fails to remedy a material breach during the applicable cure period, or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the non-breaching party shall have the right to terminate this Contract upon at least thirty (30) days' written notice to the breaching party, which shall set forth the effective date of such termination. The cure periods shall be as follows: (i) fifteen (15) days for a material breach that impacts patient safety or twenty (20) days for nonpayment; and (ii) thirty (30) days for all other material breaches.

12.1 Limitation on County Liability. The County'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 the County, which amount is set forth in Part I of this Contract (the "Maximum Contract Amount") less all amounts paid to Contractor hereunder.

12.2 Limitation on Contractor Liability. Except as provided in subpart **12.2.1, Exclusions**, the liability of Contractor (or its representatives) under this Contract, regardless of the form of action, whether in an action in contract, tort, product liability, statute, equity or otherwise, arising under this Contract or related hereto, shall not exceed the following provable damages (a) for any individual occurrence, the contract fees for the twelve-month period preceding the date of the occurrence; and (b) for aggregate liability over the term, the Maximum Contract Amount, including the Initial Term and any portion of any exercised extension or renewal that was exercised prior to the date of the Contract's expiration or termination in accordance with its terms; provided, however, that if the Contract is terminated in accordance with its terms prior to the expiration of the Initial Term, such aggregate liability shall be not less than the Maximum Contract Amount for the Initial Term.

12.2.1 Exclusions. Notwithstanding the foregoing limitation on Contractor liability stated in subpart 12.2, there shall be no limit on Contractor's liability for (i) data breach (ii) damages arising from claims relating to bodily injury or death; (iii) Contractor's duties to indemnify the County in accordance with this Contract; (iv) third party claims; (v) Contractor's duties of confidentiality pursuant to section GC-29 (confidentiality and ownership of documents) or (vi) damages caused by GE Healthcare's gross negligence or willful misconduct. The limitation of liability shall apply even if the limited remedies fail of their essential purpose. Additionally, the County shall not be entitled to damages for loss of profits or reputational harm.

GC-13 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-14 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 mutual agreement in writing. On behalf of the County, the Chief Procurement Officer may agree in writing to amend this Contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-14, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-15 PATENTS, COPYRIGHTS AND LICENSES

Contractor grants to the County a non-exclusive, non-transferable license to use for the County's internal business purposes the Contractor software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in Exhibit B of the Contract, subject to the license scope and other restrictions set forth in this Contract. "Documentation" means the Contractor user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by the Contractor to the County.

For any software updates provided under this Contract, the County may permit its employees, agents, independent contractors and healthcare providers at County facilities to use the software and Documentation; provided, however, that the County shall be responsible for any acts of such third parties that are inconsistent with this Contract. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with the Contractor's prior written consent and subject to any conditions the Contractor deems appropriate to protect its confidential and proprietary information.

Without the Contractor's prior written consent, the County may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of Contractor or its licensors; (v) electronically transfer the software outside the County's intranet or network dedicated for the software, unless otherwise authorized in writing by the Contractor; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of the Contractor. The County may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by the Contractor to its customers for a separate fee or charge.

The County may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. The County shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. The Contractor and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. No license rights are granted (whether by implied license or otherwise), to the County, except as specifically provided in this Section.

The County agrees that a violation of the Contractor's license, confidentiality or intellectual property rights will cause irreparable harm to the Contractor for which the award of money damages alone are inadequate. In the event of any breach of this provision, the Contractor shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that the County cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to the Contractor. This paragraph shall survive the termination of this Contract.

Vendor will defend, indemnify and hold harmless County from any third party claims brought against County for infringement of intellectual property rights arising from County's use of the Vendor manufactured equipment and/or Vendor proprietary software purchased or licensed by County from Vendor in accordance with their specifications and within the license scope granted in this Contract. If any such claim materially interferes with County's use of Vendor manufactured equipment and/or Vendor proprietary software, Vendor shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify Vendor's product so that it no longer infringes but remains Functionally equivalent; (iii) obtain for County at Vendor's expense the right to continue to use the infringing Vendor product; or (iv) if the foregoing are not commercially reasonable, refund to County the purchase price, as depreciated (based on five year's straight-line depreciation), for the Vendor product that gave rise to the claim. The above indemnification obligation is conditional upon County providing Vendor prompt written notice of the third party infringement claim after receipt of notice of such claim, allowing Vendor to control the defense and disposition of such claim, and reasonably cooperating with Vendor in the defense. Vendor shall not have any obligation to County hereunder for infringement claims based on or resulting from: (i) the use of such Vendor product in combination with any computer software, tools, hardware, equipment, or any other materials, or any part thereof, or services, not furnished by Vendor or authorized by Vendor in its documentation or otherwise in writing; (ii) the use of such Vendor product in a manner or environment, or for any purpose, for which Vendor did not design or license it, or in violation of Vendor's instructions on use; or (iii) any modification of such Vendor product by County or any third party. Vendor shall not be responsible for any compromise made by County or its agents without Vendor's consent. This indemnification obligation is expressly limited to the product purchased or licensed by County from Vendor.

GC-16 CORPORATE COMPLIANCE

A. **General.** The Contractor shall observe and comply with all applicable accreditation standards 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 described in the Economic Disclosure Statements attached to this Contract.. 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 for the performance of services hereunder.

C. Corporate Compliance Program. Contractor understands that the County has adopted a Corporate Compliance Program and is committed to complying with all applicable laws, rules and regulations. Accordingly, Contractor shall comply with all applicable laws, rules and regulations concerning the services or items furnished to the County under this Agreement. In addition, Contractor shall cooperate fully with any review or investigation conducted by the County Chief Compliance Officer and shall bring to the attention of the Chief Compliance Officer, or designee, any alleged improper practices Contractor may discover in association with this Agreement so that the Compliance Officer may take appropriate action.

D. Debarment and Suspension Certification. As used in this paragraph D, 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 D, 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 the best of his or her knowledge and belief, 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 or agency.
- (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 notify the County immediately in the event that it or anyone performing services under this Contract is

- (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;
- (2) or is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid. The County may terminate this Contract immediately upon the

occurrence or notification of any of the above.

- E. The County shall observe and comply with all applicable accreditation standards 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.

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL
AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). 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 a “best efforts” goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of professional, service and supply contracts and agreements to certified MBEs and not less than ten (10%) to certified WBEs.
- B. A Contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Contractor’s business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted, if applicable, documenting the inability of the Contractor to meet the goals, and providing written evidence of “Good Faith Efforts,” to obtain goals.
- D. A Contractor’s failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

- A. MBE/WBE Participation Documentation: Each Contractor shall submit supporting documentation which evidences efforts taken to achieve the County’s “best efforts” MBE/WBE participation goals. Such documentation shall include:
 - 1. **A Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
 - 2. **A Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer for both the Contractor and the MBE/WBE. (See Exhibit II)
 - 3. **Current Letter of Certification** for each MBE/WBE firm. Acceptable certifying

agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition**, if applicable, together with all documentation in support of the Petition.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

- B. Use of MBE/WBE Professionals. Each Contractor shall submit a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.
- C. Affirmative Action Plan. Each Contractor shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Contractor shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Contractor is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance.

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter). The Office of Contract Compliance will notify each MBE/WBE Sub- Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

Annual Contracts: monthly reporting from both Prime and Sub-Contractors.

Multi Year Contracts: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

One time purchases require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to: Administrator, Cook County Office of Contract Compliance 118 N. Clark Street – Room 1020 Chicago, Illinois 60602 (312) 603-5502

GC-18 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 Deliverables, a Material Safety Data Sheet.

GC-19 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor’s interests, if any, of which the Contractor is aware, 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 course of the engagement, the parties shall endeavor to reach a mutually agreeable plan regarding a resolution of the conflict so as 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-20 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, of which it becomes aware 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 reasonably 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-21 CONTRACTOR ON-SITE REQUIREMENTS

All representatives of Contractor, including its approved subcontractors, shall abide by the rules and regulations, and policies of the County (as applicable) while in County facilities. The Contractor will comply with County policies and rules to the extent that such rules apply to Contractor under this Contract and provided further that the County furnishes to the Contractor a complete copy of said rules prior to the Contractor’s commencement of performance under this Contract. Failure to comply with a rule shall not constitute a breach of this Contract unless it: (a) materially and adversely affects the performance of Contractor under this Contract; or (b) materially and adversely affects the safety of the County’s personnel, patients or facilities or results in a disruption of County operations. The Contractor shall ensure that all of its activities and operations are performed in a safe manner which does not endanger the safety of persons or facilities. 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.

GC-22 TERMINATION WITHOUT CAUSE.

Termination without Cause. The County may, upon at least one hundred eighty (180) days written notice to GE Healthcare terminate the Contract without cause.

Upon termination hereunder, neither party shall have any further obligations under this Contract except for (i) payment obligations arising prior to the date of termination, and (ii) obligations, promises or covenants contained in this Contract which by their terms must extend beyond the termination date.

If the County elects to terminate the Contract, whether during the Initial Term or any exercised renewal period, the Contractor shall upon the expiration date cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated or expired except as specifically approved by the SCM Director.

GC-23 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 COOK COUNTY:

Chief Procurement Officer County of Cook County
Building 118 North Clark Street Chicago, Illinois
Room 1018
60602

TO THE CONTRACTOR:

General Counsel
9900 Innovation Drive
Wauwatosa, WI 53226

or as otherwise indicated in writing to Chief Procurement Officer 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-24 GUARANTEES AND WARRANTIES

The Contractor warrants that its Services will be performed by trained individuals in a professional, workman-like manner. The Contractor will promptly re-perform any non-conforming Services for no charge as long as the County provides reasonably prompt written notice to the Contractor of any Services the County does not believe comply with such service warranty. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR

A PARTICULAR PURPOSE WILL APPLY. The Contractor may use refurbished or non-OEM parts during Service. Any part for which the Contractor has supplied a replacement (excluding biomed parts, which shall be properly disposed of by the County) shall become the Contractor property. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

GC-25 STANDARD OF DELIVERABLES

[Intentionally omitted].

GC-26 DELIVER.

Shipping terms are F.O.B. Destination. Shipping and freight terms applicable to parts are set forth in the applicable Contractor Statement of Service Deliverables. Title and risk of loss to equipment passes to the County at the receiving dock of the County Facility where the equipment is to be installed. Software is licensed to the County, but no title to or other ownership interest in such software passes to the County. Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, all items delivered shall include the appropriate Material Safety Data Sheet.

GC-27 QUANTITIES

Any quantities of Deliverables 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 County.

GC-28 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.

GC-29 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

All documents, data, studies, reports or work product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. The County and its designees shall be afforded full access to the Documents and the work at all times.

Each party will treat the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Where it is not commercially reasonable for Contractor to mark certain proprietary information confidential and a reasonable person would construe Contractor's technical information, whether or not stored in any medium, relating to Contractor's business (including, but not limited to, software source code, technology, technical documentation, service manuals, service specifications design and performance specifications) as confidential, it shall be held confidential by the County. Notwithstanding the foregoing, the

County is not liable to hold any information confidential, which is contained within this Contract that Contractor does not mark proprietary and confidential.

The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure. Contractor understands that the County may be subject to The Illinois Freedom of Information Act (“FOIA”). The County shall not be prohibited from complying with FOIA if required to do so; however, the County shall (a) promptly notify Contractor in writing of any such FOIA requests for information labeled confidential by Contractor, (b) give Contractor sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with FOIA. The Contractor acknowledges that information regarding this Contract may be discussed in public meetings and be disclosed in public documents as a result.

Contractor and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information that is not PHI about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information (“Source Data”) to facilitate the provision of Products and/or Services to the County and for research, development and continuous improvement of Contractor’s products, software and services. Contractor will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to Contractor’s and its subcontractors’ use, analysis, research and/or development of the Source Data.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor shall maintain books and records adequate to document the basis for its charges hereunder. The County shall have the right to examine the books of the Contractor and any subcontractor providing Deliverables hereunder for the purpose of auditing the same with reference to all charges made to the County until expiration of three (3) years after the final payment under the Contract.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, the 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 the 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, the 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.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. venue shall be located only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof.

GC-32 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-33 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-34 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.

GC-35 INDEPENDENT CONTRACTOR STATUS; NO THIRDPARTY 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. The County shall make all decisions regarding hiring, appropriate discipline/discharge and evaluations of County employees and shall establish all employment-related policies and procedures that apply to County employees. Contractor shall have no responsibility or liability for any claims regarding entitlement to any compensation or benefits from Contractor or that Contractor was for any purpose such County personnel's employer or co-employer, or that Contractor in any way violated such County personnel's rights.

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 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, except as otherwise expressly provided herein.

GC-36 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) as. 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.

EXHIBIT "A"
SPECIFICATIONS

CONTRACT NO. 1901-17957

SPECIFICATIONS

The undersigned declares that he has carefully examined the Agreement, General Conditions and Specifications identified as Contract Document Number 1901-17957 for Radiology Mobile Fluoroscopy Machine Service Agreement for the Cook County Medical Examiner Office, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	LOT	1	RADIOLOGY MOBILE FLUOROSCOPY MACHINE SERVICE AGREEMENT AS PER EXHIBIT "B" HEREIN <u>\$ 71.425.00/ LOT</u>

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

EXHIBIT "B"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL

See attached proposal



GE Healthcare Service Quotation

Rob Lerner
262-309-5389
HealthCare Service Account Manager

Please fax to: 1-262-364-2515

Bill To:
Cook County Med Examiner
2121 W Harrison St
Chicago, IL 60612
Attn: Nadine Jakubowski

Equipment Location:
Cook County Med Examiner
2121 W Harrison St
Chicago, IL 60612

Table with columns: Quotation Date, Service District, Serial Number, Product Covered, PO Number, Bill To ID, Site ID, Contract #, State Registration, Effective Date, End Date.

UltimaCare with Glass Includes:

- New system swap guarantee (PDS feature only)
Access to system loaner pool as available
Travel and Labor 8am-5pm M-F excluding holidays
98% uptime guarantee
Includes glassware (x-ray tube & image intensifier)
Overnight parts delivery
Annual multi-point manufacturer planned maintenance ("PM") inspection, performed by GE Healthcare-certified Field Engineer
Parts coverage including items listed in this Agreement (includes batteries)
Preferred rates outside coverage hours
24x7 telephone support
20% discount on future upgrade purchases
30% discount on Clinical Applications training
Optional equipment (printer, laser aimer, MDR)
Operating system/hardware reliability updates
Service Management Reports
10% discount on consumables (excluding NAV)

Please Mark Contract Term

5 year contract with multi-year discount payable at \$14,285 per year

Fee Schedule:

Payment Terms are Net 30 days, to be billed Annually unless otherwise indicated below:

- Annual Payments ()
Quarterly Payments ()
Monthly Payments ()

The price(s) identified in this Quotation are good for 20 days from the Quotation Date identified above.

This Agreement is by and between the "Customer" and the GE Healthcare business ("GE Healthcare"), each as identified below, for the sale and purchase of the Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation").

Product sold, traded-in or upgraded by Customer may be removed from this Agreement with 60 days' prior written notice to GE Healthcare, and fees will be adjusted as set forth in this Agreement.

GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs on the later of: (a) the Effective Date identified above or (b) Customer's signature date.

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

OEC Medical Systems, Inc., a GE Healthcare business

Cook County Med Examiner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____



GE Healthcare Service Terms & Conditions

Title: _____

Title: _____

Date: _____

Date: _____

PLEASE SIGN AND RETURN TO: OEC Medical Systems, Inc., a GE Healthcare business



1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the Installation and operation of the Product as made available by GE Healthcare to Customer.
2. **Term and Termination.** Software licenses and/or Services will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate it. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.
3. **Inventory.** GE Healthcare will complete an inventory of Products and provide an updated Product schedule ("Product Schedule"). Products must be in safe, normal operating condition and comply with original equipment manufacturer ("OEM") specifications in order to be added to the Product Schedule, and GE Healthcare is not liable or responsible for any preexisting defect, malfunction or necessary repairs.
4. **Product Removal.** Product sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days' prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.
5. **Warranty.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Service as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.
6. **Loaner Units.** GE Healthcare may provide a loaner unit during extended periods of Service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.
7. **License Registration.** Online registration as a licensee may be required for receipt of Software and Documentation.
8. **Customer Responsibilities.** Customer must: (i) maintain power quality, grounding, temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications; (ii) ensure labeling complies with regulations; (iii) provide Third Party Product warranty and operating and maintenance manuals, maintenance and service requirements (e.g., software, tools, phantoms), or pay GE Healthcare for acquiring these materials; (iv) repair accessories unless the item is identified on the Product Schedule; (v) replace accessories, supplies and consumables; (vi) dispose of accessories, supplies and consumables unless GE Healthcare is legally required to take the item back; (vii) update Third Party Product; (viii) maintain licenses, permits and other approvals required to receive or use radioactive sources and provide the sources needed for calibration and performance checks; (ix) provide access to Products during Service coverage hours; and (x) if required by GE Healthcare, sign an agency authorization letter to provide Services. Service for Products not maintained to OEM specifications may result in additional charges. Customer cannot stockpile replacement parts.
9. **End of Support.** If GE Healthcare determines that: (i) a Product or component thereof has been declared end of life/support by the OEM; (ii) its ability to Service or maintain a Product or component thereof is hindered due to the unavailability of parts or trained personnel; or (iii) it can no longer Service or maintain the Product in a safe or effective manner, then GE Healthcare may, upon notice: (a) remove the item from this Agreement and adjust fees without otherwise affecting this Agreement, or (b) move the item to "end of service life" coverage.
10. **Return for Repair.** Prior to shipping Product to GE Healthcare for repair, Customer will back up and remove data stored on the Product. Customer is responsible for damage during shipment to GE Healthcare. GE Healthcare may remove data stored on the Product prior to sending it back to Customer and will provide standard shipping.
11. **Exclusions.** Unless identified on the Product Schedule, this Agreement does not cover: (i) tubes, detectors, probes, chillers, crystals, batteries, accessories, consumables, user-replaceable items, supplies, cosmetic upgrades or parts used to correct/enhance Product appearance; (ii) a defect, deficiency or repairs due to improper storage or handling, failure to maintain Product according to OEM instructions/specifications,

inadequate backup or virus protection, cyber-attacks, or any cause external to the Product or beyond GE Healthcare's control; (iii) payment/reimbursement of facility costs arising from repair/replacement of Product; (iv) adjustment, alignment, calibration, or planned maintenance; (v) Third Party Product that was not commercially available from the OEM on the date the Item was installed; (vi) OEM warranty service or recalls; (vii) Product upgrades, certification surveys and relocations; (viii) consultation, training or assistance with use, development, or modification of items/materials (e.g., software and protocols); (ix) Installation and reusing existing facilities for testing, training and other purposes; (x) MR-related defect from failure of a Customer water chiller system or service to water chiller system; (xi) Healthcare Digital Products; and (xii) non-GE Healthcare network/antenna installations/troubleshooting.

12. **Existing Service Arrangements.** This Agreement does not apply to Products covered by arrangements/warranties from other vendors until the end or termination of those arrangements/warranties. If Products covered by another arrangement/warranty are added to this Agreement, they will be added on the day following the end or termination of the other arrangement/warranty.

13. **Hourly Billed Services.** Services not covered by this Agreement are hourly-billed services and may have a 2-hour minimum charge.

14. **Inflation.** After the 1st year of this Agreement, but no more than annually and with 60 days' prior notice, GE Healthcare may increase fees by an amount no more than the prior 12-month increase in the U.S. Bureau of Labor Statistics ("BLS") Employment Cost Index for "Service-providing industries: Natural resources, construction, and maintenance (not seasonally adjusted, total compensation)" or any replacement index as determined by BLS, capped at 5% annually.

15. **Payment and Taxes.**

15.1. **Late Payment.** Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

15.2. **Taxes.** Prices do not include applicable taxes, which are Customer's responsibility.

16. **Product Specific Service Terms.**

16.1. **Tube Support (Excluding C-Arms).** If tube support/coverage is identified on the Product Schedule, GE Healthcare will provide tubes, on an exchange basis, to replace failed tubes. Customer will: (i) maintain a Product maintenance and repair program, including tube warm up, in accordance with GE Healthcare planned maintenance and repair requirements; (ii) repair the Product with repair parts that meet OEM specifications; and (iii) protect Product configuration against alteration except as authorized by GE Healthcare. Product must have an operational tube on the Agreement Start Date (as defined in the Quotation). No credit will be provided to Customer for the tube.

16.2. **Magnetic Resonance ("MR").**

16.2.1. **Magnet Maintenance.**

16.2.1.1. If magnet maintenance for MR systems with Lhe/Ln and shield cooler-configured magnets and condenser-configured magnets (K4 technology) is identified on the Product Schedule, GE Healthcare will: (i) adjust, repair, or replace covered components (i.e., MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (ii) monitor cryogen levels within the magnet cryostat, based on Customer cryostat meter readings; and (iii) perform magnetic field homogeneity adjustments to the extent required by magnet ramping or covered component adjustment, repair or replacement. Customer will ensure that the Product's cryo-cooler system and water chiller system used with the cryo-cooler system (including in vans or trailers in transit) are operational at all times and maintained, and immediately notify GE Healthcare if it is not.

16.2.1.2. If magnet maintenance for MR systems with permanent magnets is identified on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair or replacement.

16.2.2. **Remote Magnet Monitoring for non-GE Healthcare Systems.** If remote magnet monitoring for non-GE Healthcare systems is identified on the Product Schedule, GE Healthcare will: (i) remotely monitor operating parameters of the MR magnet refrigeration system; (ii) oversee installation of remote monitoring hardware; and (iii) maintain the hardware. Customer will provide power, access and remote connectivity as needed for remote magnet monitoring.

16.2.3. **Cryogen Coverage.** If cryogen coverage for MR systems is identified on the Product Schedule, GE Healthcare will: (i) refill the cryostat with cryogens as necessary; (ii) schedule the delivery of cryogens; and (iii) transfer cryogens to the Product's cryostat. Cryogen transfill service will occur between 9pm-6am local time. GE Healthcare is not liable for cryogen loss or transfer efficiency during transfer to the cryostat. Customer will: (a) inform GE Healthcare of its authorized cryogen representative who will provide GE Healthcare accurate cryostat meter readings and receive notifications relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only); and (b) provide a delivery dock and storage facility.

16.2.4. **Cryogen Cost Increases.** If GE Healthcare's cryogen cost increases by more than 12%, as measured against its cost as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may increase Service fees in an amount equal to such cost increase.

16.3. **Cyclotron.** GE Healthcare will work in accordance with its health and safety rules and applicable radiation and radioactive materials safety laws and regulations, whichever is more stringent, including assessment and management of radiation dose in accordance with the As Low As Reasonably Achievable ("ALARA") standard. Customer will follow all ALARA guidelines to maintain and control the radiation exposures as far below

the dose limits as possible. Customer will: (i) if requested by GE Healthcare, remove targets prior to Service; (ii) place targets in an appropriately shielded area/container during Service; (iii) replace targets following Service; (iv) provide at least 24 hours of Product downtime prior to planned maintenance; (v) provide GE Healthcare with Customer's emergency and site-specific safety procedures; (vi) ensure that a Customer representative is available in the work area during Service; (vii) confirm that GE Healthcare personnel and their tools and accessories are free from contamination prior to leaving Customer's facility; and (viii) store and dispose of waste generated by Service in compliance with applicable laws and regulations. GE Healthcare reserves the right not to enter areas with dose rates in excess of 2 mSv/hour. Other radiation exposure limits may apply to Service, including daily or personal cumulative dose limits, and local requirements, which could prevent Service of the cyclotron until radiation levels are reduced.

17. General Terms.

17.1. **Confidentiality.** Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

17.2. **Governing Law.** The law of the state where the Product is installed, or the Service is provided will govern this Agreement.

17.3. **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

17.4. **Assignment; Use of Subcontractors.** Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

17.5. **Waiver; Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's end.

17.6. **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation and statements of work related to a Quotation ("SOW") or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services and related Documentation, and GE Healthcare may use it in an unrestricted manner.

18. Compliance.

18.1. **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

18.2. **Security.** GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

18.3. **Environmental Health and Safety ("EHS").** GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

18.4. **Parts and Tubes.** GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

18.5. **Training.** GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the respective start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period, other than because of GE Healthcare's fault, training expires without refund.

18.6. **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

18.7. **Connectivity.** If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

18.8. Use of Data.

18.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

18.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all the property rights resulting from such collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

18.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

18.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

18.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

19. Disputes, Liability and Indemnity.

19.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third-Party Software; and/or (iii) terminate Customer access to remote hosted Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

19.2. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

19.3. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

19.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

19.5. General Indemnification. GE Healthcare will indemnify and defend Customer against and pay for Customer losses arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

Customer will indemnify and defend GE Healthcare against and pay for GE Healthcare losses arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; (c) modification of the Product; or (d) material breach of this Agreement.

For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification and may retain counsel at its own expense; and (ii) the indemnifying party is not responsible for any settlement without its written consent.

20. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.



Statement of Service Deliverables UltimaCare

- 1. GE Healthcare Responsibilities.** GE Healthcare provides onsite response time within 6 hours of determination that an onsite resource is necessary. Only fully qualified GE Healthcare employees specializing in the service of GE Healthcare Equipment, and the execution of GE Healthcare's quality system will service the Equipment. GE Healthcare will, at installation or acceptance of this Agreement, conduct a power quality audit. Power quality issues will be addressed appropriately to enable the best Equipment function. Power quality recommendations may include additional power sources to be supplied by Customer. GE Healthcare's power quality audit is for informational purposes only, and GE Healthcare assumes no liability or responsibility for certifying or ensuring that Customer has sufficient power for GE Healthcare Equipment or any other equipment.
- 2. Point of Sale ("POS") Equipment Swaps.** This section applies to new factory-delivered systems where this Agreement was signed at the same time as purchase agreement for the Equipment ("Point of Sale" or "POS"). If, in the first 12 months of this Agreement, the Equipment has more than 3 Distinct Service Events (as defined below) requiring onsite visits from a GE Healthcare field engineer and the field engineer has validated that the Equipment is not performing in accordance with its Specifications, Customer may request that GE Healthcare replace the Equipment with a new system at no charge to Customer. "Distinct Service Events" are service issues that render the Equipment inoperable as set forth in section 4 below. Once the new system is installed, any time remaining under this Agreement will be transferred to the new system serial number.
- 3. Equipment Loaners.** If the Equipment fails for unforeseen reasons that cannot be remedied within 10 days, Customer may request that GE Healthcare provide a loaner unit while the Equipment is being repaired. The pool of loaner units is limited and subject to availability pursuant to GE Healthcare's sole discretion. If a loaner unit is provided: (a) it is for Customer's temporary use at the location identified in the Quotation; (b) it will be returned to GE Healthcare within 5 days after the Equipment is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (c) it, and all programs and information pertaining to it, remain GE Healthcare property; (d) risk of loss is with Customer during its possession; (e) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (f) it will not be repaired except by GE Healthcare; (g) GE Healthcare will be given reasonable access to it; (h) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (i) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.
- 4. Uptime Guarantee.** GE Healthcare guarantees at least 98% uptime performance for the Equipment. Should the Equipment fail to meet the 98% uptime performance guarantee in any 12-month period due to GE Healthcare's design, manufacturing, or service defects, GE Healthcare will provide an extension of the term of this Agreement with respect to that Equipment at no additional charge as according to the table below. Uptime is calculated at Customer's request.

Uptime Percentage	Extension
98-100	0
95-98	2 weeks
90-95	4 weeks
<90	6 weeks

Equipment will be considered inoperable and out of Service under the uptime performance guarantee if, due to GE Healthcare's design, manufacturing, material or service defects, the Equipment is unavailable for diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote console, hard copy devices, multi-format or laser cameras are excluded from the terms of the uptime performance guarantee. Repair and adjustment required for anything other than Equipment failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material or service defects will be excluded from the uptime performance guarantee calculation, including, but not limited to damage through misuse, operator error, inadequate environmental or air conditioning protection or failure, power failure, and acts of God. Planned maintenance time will not be included in the calculation of downtime. If GE Healthcare's responding service representative agrees that the Equipment is inoperable due to GE Healthcare's design, manufacturing, material or service defects, the Equipment will be considered out of Service from the time the request for Service was received at the designated facility until the Equipment is once again turned over to Customer for operation. Should Customer fail to give GE Healthcare immediate and unencumbered access to the Equipment or continue to use the Equipment after notifying GE Healthcare of any Equipment failure, the Equipment will be considered in Service.

- 5. Upgrade Discount.** An upgrade discount is applicable to future purchases of replacement Equipment during the term of this Agreement. Replacement Equipment must be of a higher series or technology level than the current system. The upgrade discount is based on current list price and will not exceed 20%. Customer must have the Equipment a minimum of 2 years before Customer can utilize the upgrade discount.

EXHIBIT "C"

EVIDENCE OF INSURANCE

See attached Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2020

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

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

PRODUCER Electric Insurance Company 75 Sam Fonzo Drive Beverly, MA 01915-1000	CONTACT NAME: Stephanie Sullivan PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Electric Insurance Company*</td> <td style="border: none;">21261</td> </tr> <tr> <td style="border: none;">INSURER B: A.M. Best FSR of A (Excellent), ICR of a+</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Electric Insurance Company*	21261	INSURER B: A.M. Best FSR of A (Excellent), ICR of a+		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED OEC Medical Systems, Inc. 384 Wright Brothers Drive Salt Lake City, UT 84116 United States															

COVERAGES **CERTIFICATE NUMBER: 232060** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 20-1	1/1/2020	1/1/2021	EACH OCCURRENCE \$ \$2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,500,000 GENERAL AGGREGATE \$ \$5,000,000 PRODUCTS - COMP/OP AGG \$ Included in Gen Agg \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ML 20-2	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		XS 20-1	1/1/2020	1/1/2021	EACH OCCURRENCE \$ \$2,500,000 AGGREGATE \$ \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 20-1	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ \$2,500,000 E.L. DISEASE - EA EMPLOYEE \$ \$2,500,000 E.L. DISEASE - POLICY LIMIT \$ \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Solely to the extent required by the underlying contract with the Named Insured, this insurance shall provide coverage on a primary and noncontributory basis. The policies referenced above have been endorsed to provide the following notice of cancellation to the certificate holder: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer affording coverage, its agents or representatives.

CERTIFICATE HOLDER Cook County Medical Examiner 2121 W Harrison St Chicago, IL 60612 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 20px;"> </div>
---	---

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Electric Insurance Company		NAMED INSURED OEC Medical Systems, Inc. 384 Wright Brothers Drive Salt Lake City, UT 84116 United States	
POLICY NUMBER		EFFECTIVE DATE: 1/1/2020	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

GL Coverages:

- a. Premises-Operations
- b. Products/Completed Operations
- c. XCU
- d. Blanket Contractual Liability
- e. Personal and Advertising Injury Limit
- f. Independent Contractors
- g. Separation of Insureds / Cross Liability
- h. Sudden and Accidental Pollution Liability

Auto Coverages:

- a. Symbol 1 - All Vehicles

Excess Liability:

- a. Following Form

WC Coverages:

- a. USL&H
- b. Jones Act / Maritime Liability
- c. Outer Continental Shelf Lands Act
- d. The Workers Compensation policy provides coverage in all states where the insured has operations, except for monopolistic states (ND, WY, PR) and states where the insured qualifies for self-insured status (OH, WA)
- e. Employers Liability coverage is provided in all states where the insured has operations

EXHIBIT "D"

ELECTRONIC PAYABLE PROGRAM

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

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

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

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

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

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

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

4. One-Time Use Credit Card – "SUGA" Settlement

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

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EXHIBIT "E"

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

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

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

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

Bid/RFP/RFQ No.: Contract # 1901-17957	Date: 03-13-20
Total Bid or Proposal Amount: \$71,425.00	Contract Title: Contract for Services
Contractor: OEC Medical Systems, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: *N/A, see comment below.
Authorized Contact for Contractor: Rob Lerner	Authorized Contact for Subcontractor/Supplier/ Subconsultant: *N/A, see comment below.
Email Address (Contractor): Robert.Lerner@ge.com	Email Address (Subcontractor): *N/A, see comment below.
Company Address (Contractor): 384 Wright Bros Dr	Company Address (Subcontractor): *N/A, see comment below.
City, State and Zip (Contractor): Salt Lake City, UT 84116	City, State and Zip (Subcontractor): *N/A, see comment below.
Telephone and Fax (Contractor) Ph: 262-309-5389 Fax: 262-364-2515	Telephone and Fax (Subcontractor) *N/A, see comment below.
Estimated Start and Completion Dates (Contractor) March 2020 to March 2025	Estimated Start and Completion Dates (Subcontractor) *N/A, see comment below.

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
5 year Service Contract with multi-year discount.	*N/A, see comment below.

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

OEC Medical Systems, Inc.

Contractor

Chad Brophy

Name

Service Sales Manager

Title

Prime Contractor Signature

3-20-20

Date

AH

ISF-1

~~*OEC Response: As OEC will not be utilizing any subcontractors to fulfil this contract, OEC is unable to participate directly with Cook County's MBE/WBE requirements. The proposed service will be provided solely by OEC's Field Service Engineering team which receives on average 60+ hours of certified, factory training annually. OEC's Field Service technician will also ensure that upon completion of service the system is performing to the specifications established by OEC as the original equipment manufacturer of the system.~~

EXHIBIT "F"

MINORITY AND WOMEN BUSINESS ENTERPRISE SUBCONTRACTING GOAL

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OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

VACANT

16th District

SEAN M. MORRISON

17th District

April 9, 2020

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

Re: Contract No. 1901-17957
Radiology Mobile Fluoroscopy Machine Service Agreement
Cook County Medical Examiner's Office

Dear Mr. Sarrafian:

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

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/ds

cc: Lillian Lee, OCPO
Nadine Jakubowski, Cook County Medical Examiner's Office

EXHIBIT "G"

**PREFERENCE FOR VETERAN'S BUSINESS ENTERPRISE AND SERVICE-DISABLED VETERAN'S
BUSINESS ENTERPRISE FORM**

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

_____ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

_____ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

_____ N/A
Bidder (please print or type)

_____ Title

_____ Signature

_____ Date

_____ E-mail address

_____ Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20 ____.

My commission expires:

X _____
Notary Public Signature

_____ Notary Seal

EXHIBIT "H"

VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS FORM

[Faint, illegible text, likely a header or introductory section]

[Large blank area for form content, possibly a signature line or table]

**AFFIDAVIT
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

INSTRUCTIONS

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

DEFINITIONS

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship, or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, _____, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

EXHIBIT "I"

ECONOMIC DISCLOSURE STATEMENT

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name _____ Address _____

To the best of our knowledge there are no known lobbyists.

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name OEC Medical Systems, Inc.
 D/B/A: GE OEC Medical Systems, Inc. FEIN # Only: 94-2538512
 Street Address: 384 Wright Brother
 City: Drive Salt Lake City State: UT Zip Code: 84116
 Phone No.: 800-874-7378 Fax Number: 262-364-2515 Email: Robert.Lerner@ge.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

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

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

General Electric Company is a publicly traded company (stock symbol "GE").

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

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

None

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

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

None

Corporate Officers, Members and Partners Information:

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

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

Larry Culp / 5 Necco Street, Boston, MA 02210 / GE Chairman of the Board & CEO / 2018 to present

Carolina Dybeck Happe / 5 Necco Street, Boston, MA 02210 / Senior VP& CFO, GE / Since 3/1/2020

Kieran Murphy / 500 W Monroe St, Chicago, IL 60661 / President & CEO, GE Healthcare / 2017 to present

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Chad Brophy

Service Sales Manager

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

Title

* [Signature]

2-26-2020

Signature

Date

chad.brophy@med.ge.com

800-874-7378

E-mail address

Phone Number

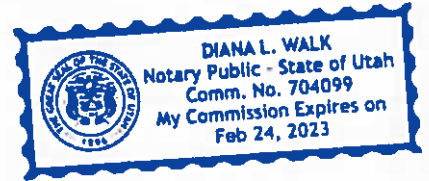
Subscribed to and sworn before me
this 26 day of Feb., 20

My commission expires:

x Diana L. Walk
Notary Public Signature

Feb. 24, 2023

Notary Seal



*GE Healthcare's signature only indicates that it has responded to this Bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's Proprietary Statement.



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Halfbrother
Nephew	Sister-in-law	Halfsister

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: OEC Medical Systems, Inc.Address of Person Doing Business with the County: 384 Wright Brothers Dr, Salt Lake City, UT 84116Phone number of Person Doing Business with the County: T: 262 951 9293 | M: 262 309Email address of Person Doing Business with the County: 5389 Robert.Lerner@ge.com

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

Robert Lerner, Healthcare Service Sales Manager, T: 262 951 9293 | M: 262 309 5389 | F: 262 364 2515

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1901-17957

Radiology Mobile Fluoroscopy Machine Service Agreement.

The aggregate dollar value of the business you are doing or seeking to do with the County: \$71,425.00 for 5 yr contract

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Michael Lapinski, Special Assistant for Legal Affairs, Office of the

Chief Procurement Officer, Cook Cnty; Ph: 312-603-5272; Michael.Lapinski2@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Nadine H. Jakubowski, Deputy Executive Officer, Cook County

Medical Examiner; Phone: 312 997-4481 , Email: Nadine.Jakubowski@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

OEC Response: GE Healthcare is a large company with a sizeable employee base. With the diversified nature of GE Healthcare's business, there are not centralized databases to permit us to access information on a world-wide basis, or even across divisions of GE Healthcare to determine whether conflicts exist. GE Healthcare does, however, have its own corporate conflict of interest policy that we enforce, and we require that all employees notify us if they have another job that might present a conflict of interest.

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

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

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

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

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

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

*  _____ Date 2-26-2020

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

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

*GE Healthcare's signature only indicates that it has responded to this EDS. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's proprietary statement.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 1901-17957

County Using Agency (requesting Procurement): Cook County Medical Examiner Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): OEC Medical Systems, Inc.

Substantial Owner Complete Name: Please refer to GE's annual report located at http://www.ge.com.

FEIN# 94-2538512

E-mail address: Robert.Lerner@ge.com

Street Address: 384 Wright Brothers

City: Drive Salt Lake City State: UT Zip: 84116

Home Phone: [Redacted]

III. Compliance with Wage Laws:

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

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or NO

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

OEC Response: To the best of our knowledge, no violations of the above laws exist.

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

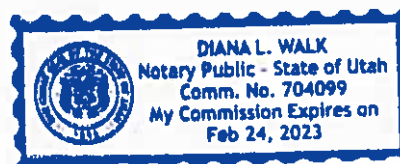
Signature: * [Signature] Date: 2-26-2020

Name of Person signing (Print): Chad Brophy Title: Service Sales Manager

Subscribed and sworn to before me this 26 day of Feb., 20 20

x [Signature] Notary Public Signature Notary Seal

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



***GE Healthcare's signature only indicates that it has responded to this EDS. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's proprietary statement.**

SECTION 5

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

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

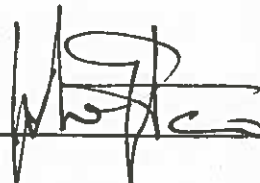
Execution by Corporation

OEC Medical Systems, Inc.

Corporation's Name

*Gustavo Perez-Fernandez

President's Printed Name and Signature



800-874-7378

Telephone

gustavo.perez-fernandez@ge.com

Email

Secretary Signature

Feb. 26, 2020

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

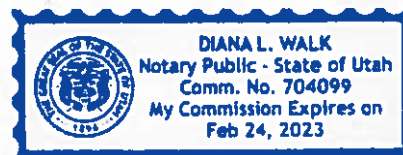
Subscribed and sworn to before me this

Feb. day of 26, 2020

Diana L. Walk
Notary Public Signature

My commission expires:

Feb 24 2023
Notary Seal



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

*GE Healthcare's signature only indicates that it has responded to this EDS. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's Proprietary Statement.

COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8th DAY OF May, 2020

APPROVED AS TO FORM:

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000.00)

CONTRACT TERM & AMOUNT

1901-17957
CONTRACT #

May 1, 2020 - April 30, 2025 ORIGINAL CONTRACT TERM One, Two-Year Renewal Option RENEWAL OPTIONS (If Applicable)

\$71,425.00
CONTRACT AMOUNT

N/A
COOK COUNTY BOARD APPROVAL DATE (If Applicable)