

UNIVERSITY OF ILLINOIS AT CHICAGO



**State of Illinois
Public Institutions of Higher Education**

**Request for Proposal
for
Professional and Artistic Services**

Temporary Physicians for the University of Illinois
College of Medicine at Peoria and Rockford

RFP# IJW043

March 17, 2017 at 3:00 PM CST

Vendor Submitting Offer: _____

Please Note: Vendors MUST be registered with the Illinois Secretary of State (unless a sole proprietor) AND the Illinois State Board of Elections.

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

The Board of Trustees of the University of Illinois ("U of IL" or "University") requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description:

The University of Illinois College of Medicine at Rockford ("UICOM-R") and Peoria ("Peoria") are seeking Proposals from qualified firms ("Offerors" or "Vendors") to provide temporary staff physicians for all clinics at the College of Medicine at Rockford and Peoria. The University will contract with multiple firms who have the resources to provide temporary physicians to specific specialties for a six-year period with the option to renew for two (2) two-year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds.

The University's College of Medicine at Peoria and Rockford, needs the ability to hire temporary physicians on short notice to; 1) fill in when there are gaps in coverage for the clinics and medical centers and; 2) fulfill UICOM-R commitments in revenue generating health services contracts; and 3) Provide direct patient care services and physician coverage to clinics and some inpatient care. The term "locum tenens" is generally used when referring to temporary assignments for physicians. Locum tenens firms are essential in order to maintain our level of service and the continuity of care at our Peoria and Rockford clinics.

There are four (4) Peoria Medical Centers that service approximately 51,410 patients annually with estimated services per year at each location as follows:

Peoria Medical Centers:

Pediatric (Ped) Development -1,038 estimated patients serve per year
Easter Seal Rehabilitation Center
Peoria, IL

Psychiatry and Behavior Medicine-426 estimated serve per year
Inpatient at Unity Point health/Methodist Hospital
Peoria, IL

Medicine-31,800 estimated serve per year
Infectious Disease-9,700 estimated serve per year
Inpatient at OSF Saint Francis Medical Center
Peoria, IL

Hematology/Oncology-508 estimated serve per year
OSF Saint Francis Medical Center
Children's Hospital of Illinois
Peoria, IL

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

There are currently six (6) Rockford clinics that service approximately 8,858 patients with 30,091 annual visits. The Rockford clinics are listed below:

Rockford Clinics:

University L.P. Johnson Family
Health Center
1221 East State Street
Rockford, IL 61104

University Student Health and Wellness at Parkview
Parkview Avenue, N124
Rockford, IL 61107

University Thyroid Disease in Pregnancy Clinic
1601 Parkview Avenue
Rockford, IL 61107

University Clinic at South Beloit School District
245 Prairie Hill Road
South Beloit, IL 61080

University Outreach Services
at Rochelle
903C South 7th Street
Rochelle, IL 61068

University Clinic at South Beloit School District-
Junior High
840 Blackhawk Boulevard
South Beloit, IL 61080

It is the intention of the University to establish a list of preferred firms by awarding contracts to as many firms as necessary to ensure that UICOM-R and Peoria have experienced physicians to provide the necessary services at the Rockford and Peoria clinics, in the event that staff Physicians are not available.

Please read the entire solicitation package and submit your response in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit www2.illinois.gov/cpo/pages/preferences for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

Table of Contents

1.	Instructions for Submitting Responses.....	7
1.1	Responding to the Solicitation	7
1.2	Published Procurement Information.....	7
1.3	Solicitation Contact	7
1.4	Vendor Questions / University Responses	7
1.5	Pre-Submission Conferences and / or Site Visits.....	7
1.6	Due Date, Time, Address and Requirements for Submission of Responses	8
1.7	Late Submissions	9
1.8	Response Firm Time	9
1.9	Security	9
1.10	Small Business Set-Aside	9
1.11	Minorities, Females and Persons with Disabilities Participation and Utilization Plan	9
1.12	Veteran-Owned Small Business Participation and Utilization Plan.....	9
1.13	Employment Tax Credit	10
1.14	Governing Law and Forum	10
1.15	Public Records and Requests for Confidential Treatment	10
1.16	Reservations	10
1.17	Protest Review Office	11
2.	Evaluation Process.....	12
2.1	Evaluation	12
2.2	Award	14
3.	Vendor's Checklist for Submission of Response.....	15
4.	Vendor's Offer	16
5.	Description of Supplies and Services.....	17
5.1	University's Need for Supplies / Services	17
5.2	Supplies / Services Required	17
5.3	Milestones and Deliverables	18
5.4	Vendor and Staffing Specifications.....	18
5.5	Transportation and Delivery Terms.....	19
5.6	Subcontracting.....	19
5.7	Location Where Services are to be Performed	20
5.8	Term.....	20
5.9	Renewal	20
5.10	Termination for Cause	21

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

5.11	Termination for Convenience	21
6.	Pricing	22
6.1	Pricing Offer.....	22
6.2	Type of Pricing	27
6.3	Discount.....	27
6.4	Invoicing:	27
6.5	Taxes.....	28
7.	Standard Terms and Conditions	29
7.1	Payment Terms and Conditions	29
7.2	Assignment and Subcontracting.....	29
7.3	Audit / Retention of Records.....	30
7.4	Time is of the Essence	30
7.5	No Waiver of Rights.....	30
7.6	Force Majeure	30
7.7	Confidential Information	30
7.8	Freedom of Information Act.....	31
7.9	Use and Ownership	31
7.10	Indemnification and Liability	31
7.11	Insurance	31
7.12	Independent Contractor.....	31
7.13	Solicitation and Employment	31
7.14	Background Check	31
7.15	Applicable Law.....	31
7.16	Compliance with the Law	32
7.17	Anti-Trust Assignment	32
7.18	Contractual Authority.....	32
7.19	Notices	32
7.20	Modifications and Survival	32
7.21	Performance Record / Suspension	32
7.22	Schedule of Work	32
7.23	Warranties for Supplies and Services	32
7.24	Reporting	33
8.	Supplemental Terms and Conditions	34
8.1	University Supplemental Terms and Conditions	34
8.2	Vendor Supplemental Terms and Conditions:	34

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

9. Vendor Exceptions and Confidential Information 35

10. References 36

11. Form A or B..... 33

12. Attachment AA University's Standard Contract Template.....35

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

1. Instructions for Submitting Responses

- 1.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor's situation, then enter "N/A".
- 1.2 Published Procurement Information:** The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education ("Bulletin") (<http://www.procure.stateuniv.state.il.us>). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.
- 1.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

Solicitation Contact: Ingrid Worrell

Phone: 312-996-2839

University Name: University of Illinois at Chicago

Email: iworrell@uillinois.edu

Street Address: 809 S. Marshfield Ave, 3rd Floor

Fax: 312-996-3135

City, State, Zip: Chicago, IL 60612

- 1.4 Vendor Questions / University Responses:** All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact no later than February 21, 2017. Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.

- 1.5 Pre-Submission Conferences and / or Site Visits:** ☐ Yes ☒ No

Mandatory Attendance: ☐ Yes ☒ No

If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

1.6 Due Date, Time, Address and Requirements for Submission of Responses: Responses will be opened at the “Submit / Deliver To” address provided below at the specified Due Date and Time.

1.6.1 Due Date: March 17, 2017

Time: 3.00 p.m. CST

1.6.2 Submit / Deliver Responses To: Label (outside of envelopes / containers):

University: Purchasing Division (MC560)	Sealed Response – DO NOT OPEN
Attn: Ingrid Worrell	Project Title: Temporary Physicians for the College of Medicine at Peoria and Rockford
Address: 809 S. Marshfield Ave., 3 rd Floor	Bulletin Reference #: IJW043
City, State, Zip: Chicago, IL 60612	Due Date & Time: March 17, 2017
	<i>Vendor Name</i>
	<i>Vendor Address</i>

1.6.3 Requirements for Submission of Responses: The Response must be submitted in **separately sealed packets** as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor’s name and the wording: **“Sealed Response – Do Not Open.”** The separately sealed packets may be submitted together in one mailing / shipping box or may be submitted separately in individual / shipping boxes. **Do not put the entire Response on one USB. Pricing must be on a separate USB and sealed in the Pricing packet.**

Subject Matter	# of Originals	# of Hard Copies	# USBs
Packet 1 Offer Letter (Section 4), Specifications / Qualifications / Statement of Work (Section 5), Supplemental Terms and Conditions (Section 8), Vendor Exceptions and Confidential Information (Section 9), and References (Section 10)	1	1	8
Packet 2 Pricing (Section 6)	1	0	1
Packet 3 Form A or Form B (as applicable) (Section 11)	1	0	0
Packet 4 Redacted Proposal (if requesting confidential treatment of proposal)	1	0	1
Packet 5 Minorities, Females, & Persons with Disabilities Participation and Utilization Plan (if applicable) (Section 1.11)	0	0	0

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

Packet 6 Veteran Small Business Participation and Utilization Plan (if applicable) (Section 1.12)	0	0	0
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1.7 Late Submissions: Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor's request and expense.

1.8 Response Firm Time: The response must remain firm for 290 days from the opening date.

1.9 Security: ☐ Bid Bond <\$ or %> ☐ Performance Bond <\$ or %> If a bid bond is required, Vendor must submit the bond with the response. If a performance bond is required, Vendor must submit the bond to the Solicitation Contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

1.10 Small Business Set-Aside: ☐ Yes ☒ No If "yes" is marked, Vendors must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)

1.11 Minorities, Females and Persons with Disabilities Participation and Utilization Plan:
☐ Yes ☒ No If "yes" is marked, this solicitation contains a goal of N/A % to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

1.12 Veteran-Owned Small Business Participation and Utilization Plan:
☐ Yes ☒ No If "yes" is marked, this solicitation contains a goal of N/A % to include businesses owned and controlled by military Veterans in the State's procurement and contracting processes. All questions regarding the subcontracting goal must be directed to the Solicitation Contact prior to submission of proposals. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a Veteran's goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit (<http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification.

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

- 1.13 Employment Tax Credit:** The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- 1.14 Governing Law and Forum:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". This refers to the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.
- 1.15 Public Records and Requests for Confidential Treatment:** Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University's legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or Rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor's name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the Response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor's request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.
- 1.16 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.

- 1.17 Protest Review Office:** Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules. (44 Ill. Admin. Code 4.5550) For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office's information is as follows:

Chief Procurement Office for Higher Education
Attn: Protest Review Office
513 Stratton Office Building
401 South Spring Street
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

2. Evaluation Process:

2.1 Evaluation: The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

The University will determine how well responses meet the Responsiveness requirements. They will rank responses, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.

2.1.1.3 When the specification calls for "Brand Name or Equal", the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.1.1.4 The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is < 100 points>.

Responsiveness Elements	Maximum # of Points Possible
Offeror's qualifications and at minimum 5 years' experience of the proposed firms for the successful placement of locum tenens temporary physicians as defined in Section 5.2, demonstrated by the firm's experience in providing temporary physician for various specialties as per the RFP Section 5.	25

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

Offeror staffing list of temporary physician technical training, general experience and specific experience by specialties as per Section 5.4.2.	30
The quality of the Offeror program plan to meet the requested services detailed in the RFP's scope of services including the ability to provide qualified temporary physicians within the standard time table for credentialing.	20
Favorable recommendations from referenced clients where similar or like services are being or have been performed.	15
Overall quality and completeness of the response to this RFP to provide requested services.	10

- 2.1.2 Responsibility: A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor's probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.
- 2.1.3 Price: After completion of the responsiveness evaluation, price information from all offers will be opened, evaluated for compliance with pricing requirements and ranked from lowest to highest price. Using this information we will attempt to negotiate a fair and reasonable price with the Vendor determined to be the best qualified. If we cannot negotiate a fair and reasonable price, we reserve the right to negotiate with the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

2.2 Award: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price.

2.2.1 Multiple Awards: The University will evaluate proposals based on the evaluation criteria herein. Multiple awards may be made for Peoria and Rockford clinics in order to assure adequate coverage. Awards will be made to firms who can demonstrate that they have the ability to provide the requested specialties.

Individual Purchase Orders will be issued to the Locum Tenens firms based on their response to Criteria identified in 2.1.1.4 and availability of staff to perform requested services.

No dollar amount of business is guaranteed to the successful Offerors. The University solely reserves the right to increase or decrease volume as necessary.

The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.

2.2.2 Awarded Vendors must, at all times including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

End of Instructions

3. Vendor's Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

3.1 Solicitation Review: We have reviewed the entire solicitation, including all referenced documents, instructions and any applicable revisions (addenda) to the solicitation. We have completed all blanks and provided all required information. ☐ Yes ☐ No

3.2 Pre-Submission Conferences / Site Visits: We attended all pre-submission conferences and / or site visits, if mandatory. ☐ Yes ☐ No ☐ N/A

3.3 Response Submission: We have enclosed the completed items as shown below.

Container properly labeled and addressed	Section 1.6.2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Correct number of copies	Section 1.6.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Bid / Performance bond included	Section 1.9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
BEP Utilization Plan completed, if applicable	Section 1.11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Veterans Utilization Plan completed, if applicable	Section 1.12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor's Offer	Section 4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Milestones and deliverables	Section 5.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor and staffing specifications	Section 5.4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Transportation and delivery terms	Section 5.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Subcontracting disclosure	Section 5.6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Where services are to be performed	Section 5.7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Pricing completed as specified	Section 6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Standard terms and conditions	Section 7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Supplemental terms and conditions	Section 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor Exceptions included	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Confidential Information requested	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Redacted copy of response	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
References provided as requested	Section 10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

You must complete and provide one of the following:

Form A Section 11 ☐ Yes ☐ N/A
(if vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active IPG Registration Number with an unexpired date)

or

Form B Section 11 ☐ Yes ☐ N/A
(if vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG registration number).

4. Vendor's Offer

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this form, we are making an offer to the University that the University may accept. The offer consists of this signature page, our response to the subject solicitation and any attachments referenced in the response.

We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this offer. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

- ☐ Resident Vendor (30 ILCS 500/45-10)
- ☐ Soybean Oil-Based Ink (30 ILCS 500/45-15)
- ☐ Recycled Materials (30 ILCS 500/45-20)
- ☐ Recycled Paper (30 ILCS 500/45-25)
- ☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)
- ☐ Gas Mileage (30 ILCS 500/45-40)
- ☐ Small Businesses (30 ILCS 500/45-45)
- ☐ Illinois Agricultural Products (30 ILCS 500/45-50)
- ☐ Corn-Based Plastics (30 ILCS 500/45-55)
- ☐ Disabled Veterans (30 ILCS 500/45-57)
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- ☐ Biobased Products (30 ILCS 500/45-75)
- ☐ Historic Preference Area (30 ILCS 500/45-80)
- ☐ Procurement of Domestic Products (30 ILCS 517)
- ☐ Public Purchases in Other State (30 ILCS 520)
- ☐ Illinois Mined Coal Act (30 ILCS 555)
- ☐ Steel Products Procurement (30 ILCS 565)
- ☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)
- ☐ Veteran's Preference (330 ILCS 55)

We are providing the following explanation of qualification for the preference or special programs checked above:

We certify that we have made no alterations or modifications to the original content of this solicitation or other related procurement documents, either text or graphics and whether transmitted electronically or hard copy.

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____

—

5. Description of Supplies and Services

5.1 University's Need for Supplies / Services:

The University of Illinois College of Medicine at Rockford ("UICOM-R") and Peoria ("Peoria") are seeking Proposals from qualified firms ("Offerors" or "Vendors") to provide temporary staff physicians for all clinics at the College of Medicine at Rockford and Peoria. The University will contract with multiple firms who have the resources to provide temporary physicians for specific specialties on an as needed basis, for a six-year period with the option to renew for two (2) two-year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds.

The primary goal is to contract with multiple qualified and experienced locum tenens firm(s) in order to maintain the level of service and the continuity of care at the Peoria and Rockford clinics. A locum tenens firm offers a level of flexibility that cannot duplicate in-house. When an opening needs to be filled, several conditions have to be met. The locum tenens firm must be able to provide physicians including, but not limited to the services in Section 5.2:

5.2 Supplies / Services Required:

The successful Offeror shall, at a minimum, be able to provide the following:

5.2.1 Successful Offeror(s) shall have one or more physician available in a variety of specialties.

5.2.2 Coverage would be expected to include weekdays, weekends, and holidays.

5.2.3 Physicians must be credentialed at the appropriate hospital in town.

5.2.4 Offeror must provide physician services on a short notice (within the standard time table for credentialing).

A Peoria Specialties:

At a minimum, provide locum tenens for the specified specialties including, but not limited to:

5.2.5 Pediatric Hematology/Oncology:

Provider must provide one to two board certified physicians to provide relief for College of Medicine physicians two weeks per month at a minimum and include weekday on-call, weekend and holiday on-call.

5.2.6 Pediatric Development

Provide up to three pediatric developmental pediatricians two weeks per month at a minimum to assist the only current developmental physician and to cover vacations for current physician.

5.2.7 Medicine/Infectious Disease

Provide one physician for 10-14 days per month (Tuesdays through Mondays), 6-8 times per year to include in-patient coverage for weekend coverage and weekend on-call

5.2.8 General Psychiatry

Provide one physician, Monday through Friday, to assist with the supervision of residents, provide clinical support, and be on-call as needed.

- 5.2.9 In addition, the Offeror must provide physicians who are willing to be based in Peoria for clinical shifts must be able to provide coverage on holidays, weekends, weekdays and on-call.

B. Rockford Specialties:

At a minimum, provide locum tenens one to two board certified physicians for the specified specialties to provide relief two weeks per month at a minimum or as needed , including weekday on-call, weekend and holiday on-call.

- 5.2.10 The Offeror must be able to provide temporary services for physicians as well as mid-levels, such as two (2) nurse practitioners, one (1) physician assistants, and one (1) certified registered nurse anesthetists, as needed including weekday on-call, weekend and holiday on-call.

- 5.2.11 The Locum Tenens firms shall provide at a minimum one physician for the following specialty services as needed including weekday on-call, weekend and holiday on-call.

- Family Practitioners (1)
- Psychiatry (1)
- OB/GYN (1)
- Pediatricians (1)
- General Surgery (1)

5.3 Milestones and Deliverables:

The Offeror will be required to provide to the Fiscal Affairs Department, as part of the services to be performed, reports and deliverable as listed below:

- 5.3.1 Prior to physician assignment the locum tenens firm must provide curriculum vitae, report of any previous malpractice suits, and an opportunity to interview the candidate either by phone or in person.

- 5.3.2 Firm must provide an itemized invoice according to an agreed upon schedule.

5.4 Vendor and Staffing Specifications: Offeror must submit the following in proposal.

5.4.1 Vendor's Proposed Solution:

- 5.4.1.1 **Executive Summary.** The executive summary should include a brief overview of the services proposed, the overall strategy for implementation, the key personnel who will be responsible for seeing the project through completion, and a rationale for proposing the solution for implementation at the University. The executive summary shall also include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan.

- 5.4.1.2 **Proposed Plan of Action/Program Plan.** Provide a detailed proposed plan of action indicating how key personnel and resources of the firm can assist the University in meeting its objectives. The plan should include, but not limited to the following:

Qualifications of the Offeror.

1. Include a brief description of the organization's track record, including history, number of temporary physician on staff, and a list of projects relevant to this RFP.

2. Company's background, including 5 years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the firm provides.
3. Provide a description of the relevant projects and the key factors that led to their success should be included. Provide a list of references where a similar solution was implemented. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Note: The Offeror certifies that it is empowered to use the name of references it provides and agrees that the University may contact these references (See References form Section 10, Page 35).

5.4.2 Vendor Staffing Specifications:

5.4.2.1 The Offeror must provide background information and experience of key management and operational staff who will be assigned to provide the temporary physician services outlined in this RFP as well as a list of temporary physicians including but not limited to:

1. Technical training and education of temporary physician (must be a State of Illinois Licensed Physician);
2. General experience of temporary physician: includes an excellent record of professionalism and clinical practice and at a minimum three (3) years' experience;
3. Specific experience of the temporary physician with services being requested (at a minimum three (3) years' experience in providing temporary physician services for a large entity similar to UICOM-R and/or Peoria College of Medicine);

5.4.2.2 The Offeror will provide the contact information of the personnel to contact to arrange for temporary physicians services outlined in this RFP.

5.5 Transportation and Delivery Terms: Travel expenses within a 50-mile radius of the University of Illinois are not allowed. Other travel expenses will be reimbursed with prior approval at rates in accordance with Section 15 of the Business and Financial Policies and Procedures Manual of the University of Illinois Office Of Business and Financial Services, available at <https://www.obfs.uillinois.edu/bfpp/section-15-travel/> Travel charges will be included in cost submitted.

5.6 Subcontracting:

5.6.1 Subcontracting ☐ is allowed ☒ is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2 The maximum percentage allowed to be provided by a subcontractor is N/A.

5.6.3 Will subcontractors be utilized? ☐ Yes ☐ No

If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: _____

BEP, Veterans, or Small Business certification # (if applicable): _____

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

Anticipated / Estimated Amount to be Paid: _____

Address: _____

Description of work: _____

Subcontractor Name: _____

BEP, Veterans, or Small Business certification # (if applicable): _____

Anticipated / Estimated Amount to be Paid: _____

Address: _____

Description of work: _____

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

- 5.6.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.7 Location Where Services are to be Performed:

- 5.7.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.

- 5.7.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.

- 5.7.3 Location where services will be performed: _____

Percentage of services performed at this location: _____

Anticipated value of services performed at this location: _____

5.8 Term:

- 5.8.1 Any contract resulting from this solicitation will have an initial term of six years upon execution of the Contract. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

- 5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

- 5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

- 5.9.1 The resulting contract ☒ will ☐ will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

- 5.9.2 The University reserves the right to renew for a total of two (2) additional 2-year periods.

- 5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.
- 5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.
- 5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.
- 5.10 Termination for Cause:** The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.
- 5.11 Termination for Convenience:** The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

6. Pricing

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

6.1.1 Vendor's Price for the Initial Term: Six (6) Years.

6.1.2 Price shall not be increased should Vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor's costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor's work under the resulting contract.

6.1.2.1 Peoria Specialties

Specialties Description	Minimum Staff Required	Billable Hourly \$Rate Morning Shift	Billable Hourly \$Rate Night Shift	Weekend Billable hourly \$Rates	Holiday Billable Hourly \$Rates
a. Pediatric Hematology/Oncology 2 weeks per month	2	_____	_____	_____	_____
b. Pediatric Development 2 weeks per month.	3	_____	_____	_____	_____
c. Medicine/Infectious Disease 10-14 days per month	1	_____	_____	_____	_____
d. General Psychiatry as needed (Monday-Friday)	1	_____	_____	_____	_____
e. Physician for Clinical Shifts Coverage	As needed.	_____	_____	_____	_____

6.1.2.2 Rockford Specialties

Specialties Description	Minimum Staff Required	Billable Hourly \$Rate Morning Shift	Billable Hourly \$Rate Night Shift	Weekend Billable Hourly \$Rates	Holiday Billable Hourly \$Rates
a. Family Practitioners as needed	1				
b. OB/GYN as needed	1				
c. Pediatricians as needed	1				
d. Psychiatrists as needed	1				
e. General Surgeons as needed	1				
f. Nurse Practitioners as needed	2				
g. Nurse Anesthetists as needed	1				
h. Physician Assistants as needed	1				

6.1.3 Maximum Price

The maximum price will be determined by need. A standing purchase order will be issued by the University based on administrative approval with a maximum amount indicated.

6.1.4 Renewals:

6.1.4.1 If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

6.1.4.2 If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal and shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Midwest Region for wages for the month of N/A, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

6.1.4.3 If University Formula for Determining Renewal Compensation:

If not firm for the option period, Vendor must agree to adjust a price based on the percentage change in the United States Department of Labor Bureau of Labor Statistic for Midwest Region + _____% or - _____%.

6.1.4.4 Vendor's Price for Renewal(s):

1. Price adjustment per Section 6.1.4.3 for **first** renewal (2-year period):

Peoria

Specialties Description	Minimum Staff Required	Billable Hourly \$Rate Morning Shift	Billable Hourly \$Rate Night Shift	Weekend Billable Hourly \$Rates	Holiday Billable Hourly \$Rates
a. Pediatric Hematology/Oncology 2 weeks per month	2	_____	_____	_____	_____
b. Pediatric Development 2 weeks per month.	3	_____	_____	_____	_____
c. Medicine/Infectious Disease 10-14 days per month	1	_____	_____	_____	_____
d. General Psychiatry as needed (Monday-Friday)	1	_____	_____	_____	_____
e. Physician for Clinical Shifts Coverage	As needed.	_____	_____	_____	_____

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

2. Price adjustment per Section 6.1.4.3 for **first** renewal (2-year period):

Rockford

Specialties Description	Minimum Staff Required	Billable Hourly \$Rate Morning Shift	Billable Hourly \$Rate Night Shift	Weekend Billable Hourly \$Rates	Holiday Billable Hourly \$Rates
a. Family Practitioners as needed	1				
b. OB/GYN as needed	1				
c. Pediatricians as needed	1				
d. Psychiatrists as needed	1				
e. General Surgeons as needed	1				
f. Nurse Practitioners as needed	2				
g. Nurse Anesthetists as needed	1				
h. Physician Assistants as needed	1				

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

3. Price adjustment per Section 6.1.4.3 for **Second** Renewal (2-year period):

Peoria

Specialties Description	Minimum Staff Required	Billable Hourly \$Rate Morning Shift	Billable Hourly \$Rate Night Shift	Weekend Billable Hourly \$Rates	Holiday Billable Hourly \$Rates
a. Pediatric Hematology/Oncology 2 weeks per month	2				
b. Pediatric Development 2 weeks per month.	3				
c. Medicine/Infectious Disease 10-14 days per month	1				
d. General Psychiatry as needed (Monday-Friday)	1				
e. Physician for Clinical Shifts Coverage	As needed.				

4. Price adjustment per Section 6.1.4.3 for **Second** renewal (2-year period):

Rockford

Specialties Description	Minimum Staff Required	Billable Hourly \$Rate Morning Shift	Billable Hourly \$Rate Night Shift	Weekend Billable Hourly \$Rates	Holiday Billable Hourly \$Rates
a. Family Practitioners as needed	1				

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

b. OB/GYN as needed	1				
c. Pediatricians as needed	1				
d. Psychiatrists as needed	1				
e. General Surgeons as needed	1				
f. Nurse Practitioners as needed	2				
g. Nurse Anesthetists as needed	1				
h. Physician Assistants as needed	1				

6.2 Type of Pricing: Pricing under the resulting contract will be ☐ firm ☐ estimated \$_____

6.3 Discount: The University may receive a _____% discount for payment within _____ days of receipt of correct invoice.

6.4 Invoicing:

6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).

6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University. Send invoices to:

University of Illinois
Invoice Processing Center
P.O. Box 820
Rantoul, IL 61866

6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make

Temporary Physicians for the College of Medicine at Peoria and Rockford
RFP# IJW043

required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.

- 6.5 Taxes:** Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

7. Standard Terms and Conditions

7.1 Payment Terms and Conditions

- 7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force or effect.
- 7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.
- 7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.
- 7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
- 7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))
- 7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

- 7.2 **Assignment and Subcontracting:** Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive

pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

- 7.3 Audit / Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).
- 7.4 Time is of the Essence:** Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 7.5 No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7.6 Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 7.7 Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 7.8 Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)
- 7.9 Use and Ownership:** All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.
- 7.10 Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 7.11 Insurance:** Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 7.12 Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University.
- 7.13 Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- 7.14 Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 7.15 Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are

incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

- 7.16 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.
- 7.17 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- 7.18 Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- 7.19 Notices:** Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 7.20 Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 7.21 Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 7.22 Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 7.23 Warranties for Supplies and Services**
- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and

sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

7.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.

7.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

7.24.1 Vendor shall immediately notify the University of any event that may have a material impact on Vendor's ability to perform the contract.

7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

8. Supplemental Terms and Conditions

8.1 University Supplemental Terms and Conditions:

- ☐ University Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60).
- ☐ University Specific Terms and Conditions
- ☐ Other (describe)_____

8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor's response (e.g. a vendor's licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

9. Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s response.

9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Vendor agrees with the terms and conditions set forth in the solicitation, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

Page # / Section / Subsection #	State the exception such as “add,” “replace,” and / or “delete.”

9.2 CONFIDENTIAL INFORMATION

You must include a redacted copy of your response.

Page # / Section / Subsection #	State the information being claimed as confidential and the statutory basis for each claim. Include supporting information.

10. References

References ☒ are ☐ are not requested.

If requested, provide references according to the instructions below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

Type of References: Client

Number of Each Reference Type: 4

1. Firm / Government / University (name):
Contact Person (name, email address, address, and phone):
Date of Supplies / Services Provided:
Type of Supplies / Services Provided:
2. Firm / Government / University (name):
Contact Person (name, email address, address, and phone):
Date of Supplies / Services Provided:
Type of Supplies / Services Provided:
3. Firm / Government / University (name):
Contact Person (name, email address, address, and phone):
Date of Supplies / Services Provided:
Type of Supplies / Services Provided:
4. Firm / Government / University (name):
Contact Person (name, email address, address, and phone):
Date of Supplies / Services Provided:
Type of Supplies / Services Provided:

STOP - Please read the following instructions carefully.

If you **ARE NOT registered** in the Illinois Procurement Gateway (IPG) and **do not have** an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at:
<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20A.docx>.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the "IPG Registered Vendor Directory".

If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.

If you **ARE registered** in the Illinois Procurement Gateway and **have** an active unexpired IPG registration number, **you must complete and attach Form B** which can be found at:
<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx>.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

END OF DOCUMENT

Attachment AA

University of Illinois at Chicago Standard Contract Template

UNIVERSITY OF ILLINOIS

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND

Table of Contents

Article 1.	Identification of Parties	3
Article 2.	Scope of Services	3
Article 3.	Term and Termination	3
Article 4.	Compensation	4
Article 5.	Notices	5
Article 6.	Insurance	6
Article 7.	Indemnification	8
Article 8.	Subcontracts	9
Article 9.	Confidentiality	9
Article 10.	Rights in Work Product	9
Article 11.	Record Retention and Audits	10
Article 12.	General Terms	10
Exhibits.	Exhibit A - State Clauses and Certifications	14
	Exhibit C - Business Associate Agreement	18

UNIVERSITY OF ILLINOIS

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

Contract for Procurement of Services

ARTICLE 1. Identification of Parties

The parties to this contract are:

(a)The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"), on behalf of College of Medicine and (b) , a(n) with its principal office at ("Vendor" or "Contractor").

ARTICLE 2. Scope of Services

- 2.1 Services.** Vendor will perform the following "Services" and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance:
- as stated in RFP# IJW043
- 2.2. Work Product.** As part of Vendor's performance of Services, Vendor will furnish to University the following work product ("Work Product"):
- as stated in RFP# IJW043
- 2.3. Discrepancies/Questions.** If any discrepancies or questions arise during Vendor's performance of the contract, Vendor is responsible for obtaining written clarification from University's Technical Representative before providing the Services at issue. Vendor waives all claims for adjustment arising from Vendor's performance outside the scope of Services without a written contract amendment.
- 2.4. Warranty.** Vendor warrants that the Services (i) will be performed in a timely, competent, workmanlike and professional manner and (ii) will conform to the contract specifications, documentation and requirements and to applicable industry standards for quality.

ARTICLE 3. Term and Termination

- 3.1. Term.** This contract shall not be binding until it is signed by both parties. The Effective Date of the contract shall be the last signature date appearing below. The term of this contract shall commence on the "Effective Date". Unless renewed by University in accordance with Section

3.2, this contract shall expire on six years after execution date.

- 3.2. Right to Renew.** This contract is renewable at University's election on the same terms and conditions except for any price adjustments permitted under Section 4.4. The terms of renewal are 2 additional 2-years periods. University may exercise its renewal right, if any, by providing written notice to Vendor 30 days before the expiration date of the contract (whether in the original term or a renewal term). Notwithstanding the foregoing, any renewal that includes a price adjustment must be memorialized by a written amendment that is signed by both parties. Vendor has no right of renewal.
- 3.3. Termination for Cause.** A party that defaults in performance or commits a material breach of this contract ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this contract without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.
- 3.4. Termination for Convenience.** University may terminate this contract for convenience and without any cause by providing at least 30 calendar days' prior written notice to Vendor.
- 3.5. Termination for Non-Appropriation.** This contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation to make payments under the contract.
- 3.6. Effect of Termination.** In the event of early termination for any cause, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for Services performed to the date of termination. University is not obligated to pay Vendor for Services until Vendor provides all Work Product that is in progress or completed as of the date of termination. Vendor must comply with University's instructions to either destroy or return to University all information previously furnished to Vendor.

ARTICLE 4. Compensation

- 4.1. Compensation.** University shall pay Vendor compensation at the rate of as stated in pricing proposal for Services performed to University's reasonable satisfaction in accordance with the Scope of Services set forth in Section 2.1 above and with the specifications and requirements set forth in Section 2.2 above, if any. University shall reimburse Vendor in accordance with University policy for expenses not included in the compensation rate only if preauthorized in writing by University's representative. Expenses shall be reimbursable only if submitted with all supporting documentation reasonably required by University. University's obligation for total

compensation, including authorized expenses, shall not exceed unless approved by written amendment to this contract in accordance with University policies and applicable law.

- 4.2. Billing and Payment.** In order to be paid, Vendor must submit a proper invoice to University of Illinois, Invoice Processing Center, P.O. Box 820, Rantoul IL 61866 no more frequently than monthly. A proper bill must include: itemized detail, invoice number, invoice date, invoice amount, remittance address and the University purchase order number. University will either approve the bill for payment, or deny a bill with defects, in accordance with the State Prompt Payment Act (30 ILCS 540) (the "Act"). University will assign a new date of receipt to a bill resubmitted in proper form. University will pay interest on approved bills that are not paid within the time period prescribed by the Act. The rate of interest shall be the rate established in the Act on the date that payment becomes late within the meaning of the Act. University will not pay interest of \$5 or less and may subtract any applicable discounts before payment.
- 4.3. Withholdings.** University may withhold or may void any invoice to the extent University deems necessary to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) failure to pay subcontractors; (c) damage to University property; or (d) incomplete, inaccurate or unauthorized billing. University may withhold final payment until Vendor has performed all Services to University's reasonable satisfaction in accordance with the specification and requirements for the Work Product.
- 4.4. Price Adjustments upon Renewal.** If renewals are permitted, Vendor must notify University at least 90 calendar days prior to the contract expiration date of any changes to rates and price schedules. Any rate changes shall be in accordance with Vendor's original quotation or response to solicitation. The parties will reflect any rate/price changes in a written contract amendment.

ARTICLE 5. Notices

- 5.1 Delivery.** To be enforceable, all notices must be in writing and delivered to the party's representative(s) named below, appropriate to the nature of the notice, by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.
- 5.2. Directing Notices.** Vendor shall direct all general notices or matters of contract interpretation to University Contract Representative and notices involving technical or scheduling issues to University's Technical Representative. Vendor must include University's contract number or

relevant purchase order number in any notice. Vendor shall direct all formal legal notices to the Board of Trustees.

<p align="center">University Contract Representative</p> <p align="center">Ingrid Worrell Purchasing Division 809 S. Marshfield, M/C 560 Chicago, IL 60612 Telephone: (312) 996-2839 Facsimile: (312) 996-3135 Email: iworrell@uillinois.edu</p>	<p align="center">Vendor Contract Representative</p> <p align="center">Telephone: Facsimile: Email:</p>
<p align="center">University Technical Representative</p> <p align="center">College of Medicine</p>	<p align="center">University Legal Notices</p> <p align="center">The Board of Trustees of the University of Illinois Attn: Secretary of the Board 352 Henry Administration Building, MC-350 506 South Wright Street Urbana, Illinois 61801</p>

ARTICLE 6. INSURANCE

Unless exempt by law, Vendor shall maintain the insurance coverages set forth below and shall provide evidence of such coverage to University's Contract Representative upon request. Vendor shall ensure that all subcontractors comply with the same insurance requirements. Subcontractors shall submit the required Certificate of Insurance through Vendor. Failure to comply with the insurance requirements constitutes a material breach of this contract.

With respect to the Commercial General Liability Insurance, Vendor shall name the Board of Trustees of the University of Illinois as an additional insured. In order to meet this requirement, wording substantially similar to the following must appear on the Certificate of Insurance: *The Board of Trustees of the University of Illinois is an additional insured for liability incurred by the University arising out of the activities of Vendor/Contractor and any of its subcontractors.* Vendor shall ensure that the relevant P.O. or Contract Number is indicated on the Certificate of Insurance.

Worker's Compensation, including Occupational Diseases	
<ul style="list-style-type: none"> • Coverage A • Coverage B <p> <input checked="" type="checkbox"/> Check if "sole proprietor" and Workers' Compensation (Coverage A&B) are not applicable. NOTE: If company is in the construction business, trucking business operating at a construction site, or other hazardous occupation, 820 ILCS 185 of the Illinois Combined Statutes requires that even "sole proprietors" MUST obtain insurance. </p>	<p>minimum Illinois Statutory limits</p> <p> minimum \$500,000 E.L. each disease minimum \$500,000 E.L. each employee minimum \$500,000 E.L. policy limit </p>
Commercial General Liability, including contractual liability <ul style="list-style-type: none"> • Each Occurrence • General Aggregate • Products-Completed Operations Aggregate • Personal & Advertising Injury • Fire Damage Legal Liability 	<p>minimum \$1,000,000</p> <p>minimum \$2,000,000 aggregate</p> <p>minimum \$2,000,000 aggregate</p> <p>minimum \$1,000,000</p> <p>minimum \$100,000</p>
Auto Liability (either personal or commercial as applicable) <ul style="list-style-type: none"> • Combined Single Limit <p>OR</p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>minimum \$1,000,000 per occurrence</p> <p>minimum \$1,000,000</p> <p>minimum \$1,000,000</p>

Umbrella liability insurance may be used to meet the minimum coverage requirements shown above.

Additional insurance requirements for this contract are checked below:

<input checked="" type="checkbox"/> Professional Liability – Specialty Errors and Omissions	\$1,000,000 per claim \$3,000,000 annual aggregate
<input checked="" type="checkbox"/> Professional Liability – Medical Malpractice	\$1,000,000 per claim \$3,000,000 annual aggregate

When the services include any professional services, Vendor shall maintain professional liability insurance coverage for Vendor and its employees and agents to include coverage for errors, omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000 per claim and \$3,000,000 annual aggregate. Coverage extensions shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Vendor or subcontractor under this contract. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two years.

<input checked="" type="checkbox"/> Employee Dishonesty	\$150,000 each occurrence
---	---------------------------

Vendor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this contract to the University of Illinois, Purchasing Division, 809 S. Marshfield, m/c 560, Chicago, IL 60612. University's receipt of a Certificate of Insurance does not constitute University's acknowledgment or agreement that insurance requirements have been met. Failure of University to obtain Certificate(s) or other insurance evidence from the Vendor shall not be deemed a waiver of these insurance requirements by University. Vendor's failure to comply with insurance requirements constitutes a material breach of contract terms.

ARTICLE 7. Indemnification

Vendor shall fully indemnify University, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and cost arising out of the performance of this Contract by Vendor, its employees, and agents. This indemnification obligation shall survive the termination or the cancellation of the Contract and any order made under it.

ARTICLE 8. Subcontracts

Vendor shall provide an attachment listing all known or anticipated subcontracts with an annual value of \$50,000 or more. The attachment shall include the proposed value of each subcontract and the name and address of the subcontractor. Vendor shall not subcontract any portion of the Services without University's prior written permission and shall promptly notify University of any proposed change in subcontractors, together with all relevant information requested by University.

ARTICLE 9. Confidentiality

- 9.1. General.** Vendor must treat all information relating to this contract as confidential ("University Information"). Unless required by law, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in performing the Services except as authorized in advance in writing by University.
- 9.2. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA).** Unless authorized by law or by written permission of the student, Vendor shall not disclose to any third party information concerning University students. Vendor shall protect all records containing student information in accordance with FERPA and University policy. In addition to other remedies, University may terminate this contract immediately upon information that Vendor may have violated this provision.
- 9.3. Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530 (PIPA).** If applicable, Vendor will cooperate in good faith with University to maintain security and integrity of *personal information* in compliance with PIPA.
- 9.4. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. parts 160 and 164.** If Vendor is University's *Business Associate*, as that term is defined by the HIPAA Privacy Rule at 45 C.F.R. §160.103, then Vendor agrees to the terms of the HIPAA Business Associate Agreement attached as Exhibit C.

ARTICLE 10. Rights in Work Product

- 10.1. Title to Work Product.** Title to all Work Product made under this contract vests in University upon delivery by Vendor. University shall have the exclusive right to use Work Product for any purpose without further obligation to Vendor. Vendor represents that Work Product is original and does not infringe on third party rights. Vendor will not place any restrictive markings upon Work Product.

- 10.2. Pre-Existing Rights.** University shall not claim any interest in Vendor's materials, products, inventions or know-how existing prior to formation of this contract. Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any pre-existing materials, products, inventions or know-how that are included by Vendor in the Work Product provided to University under this contract.
- 10.3. Third Party Property.** Vendor shall not incorporate into the Work Product any third party property without University's prior written authorization. If University permits Vendor's use of third party property in the Work Product, Vendor must obtain for University a license at no cost to University that will enable University to use the Work Product without restriction. Vendor shall defend and indemnify University against all third party claims for infringements related to the Work Product unless otherwise expressly agreed by University in writing.

ARTICLE 11. Records Retention and Audits

- 11.1. Maintenance of Books and Records.** Vendor shall maintain books and records that relate to performance of this contract and that support amounts charged for three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements.
- 11.2. Right of Inspection.** University may reasonably inspect Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of Vendor and any of Vendor's subcontractors throughout the term of this contract.
- 11.3. Litigation Hold Order Compliance.** Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by University in anticipation of third party litigation relating to this contract. Vendor shall promptly retrieve, recover, preserve, and retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

ARTICLE 12. General Terms

- 12.1. Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.
- 12.2. Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.
- 12.3. Assignment.** Neither party may assign its obligations under this contract without the prior

written consent of the other party.

- 12.4. Authorized Signatories.** The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.
- 12.5. Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.
- 12.6. Compliance with Laws.** Vendor shall perform all obligations under this contract in compliance with all applicable laws governing the performance. Breach of this provision constitutes a material breach of this contract.
- 12.7. Counterparts/Facsimile Signatures.** This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- 12.8. Excluded Parties.** Vendor certifies that neither Vendor nor any of Vendor's directors, officers, employees, agents and subcontractors who may provide services pursuant to this contract (individually an "Agent") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. Vendor further certifies that neither Vendor nor any Agents is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. University may terminate this contract immediately without any penalty to University if either of these certifications was erroneous when made or becomes no longer valid during the term of this contract.
- 12.9. Force Majeure.** A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.
- 12.10. Headings.** Headings in this contract are intended only to assist with readability and are not

substantive.

12.11. Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

12.12. Integration. This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

Attachments include:

Exhibit A - State Clauses and Certifications (Included below)

Optional Attachments:

- ☐ Exhibit B - Financial Disclosures & Conflicts of Interest
- ☒ Exhibit C - Business Associate Agreement
- ☐ Exhibit D - (federal clauses)
- ☐ Exhibit E - Joint Commission CMS Clauses
- ☐ Other:

12.13. Jurisdiction. Any claims against University must be filed in accordance with the Illinois Court of Claims Act.

12.14. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

12.15. Sovereign Immunity. By entering into this contract, University does not waive the sovereign immunity or any other defenses and immunities afforded to it by Illinois and federal law.

12.16. Use of Name. Vendor shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

12.17. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____

By: _____ Printed: _____

Title: _____

Date: _____

Approved as to legal form by Office of University Counsel on 1/16/15

Text

Exhibit A

Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587
25. **This only applies to vendors who own residential buildings but is otherwise not applicable** . Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that

procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- ☐ Vendor is not required to register as a business entity with the State Board of Elections.
or
☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☐ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Exhibit C

HIPAA Business Associate Agreement

This Business Associate Agreement (this "**Agreement**") (Reference number) is made and entered into by and between , ("**Contractor**") and The Board of Trustees of the University of Illinois on behalf of its College of Medicine in the University of Illinois Hospital & Health Sciences System, ("**University**"), to be effective upon execution (the "**Effective Date**") and supersedes all prior Business Associate Agreements and addenda between the parties.

RECITALS

Contractor and University are parties to an agreement (the "**Underlying Agreement**") pursuant to which Contractor provides certain services (the "**Services**") to University that involve the use and/or disclosure of Protected Health Information ("**PHI**");

By providing the Services to University pursuant to the Underlying Agreement, Contractor acknowledges that it is acting as the University's Business Associate, as defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"); and

In order to ensure that University is in compliance with HIPAA, including but not limited to certain changes to HIPAA implemented through the Health Information Technology for Economic and Clinical Health Act and its regulations (the "**HITECH Act**"), and other applicable federal and State laws regarding the disclosure of PHI to Contractor, the parties have agreed to enter into this Agreement.

TERMS OF AGREEMENT

- A. Definitions.** Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules (the "**HIPAA Rules**") or the HITECH Act.
- B. Contractor Obligations.** Contractor acknowledges and agrees that it is considered a "Business Associate" as defined by HIPAA. As a Business Associate of University, Contractor agrees to:
- 1.** Not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - 2.** Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information ("**EPHI**"), to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - 3.** Mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of PHI by either party in violation of the requirements of this Agreement, HIPAA, or other applicable federal or state law;

4. Report to University any use or disclosure of PHI not provided for by this Agreement of which it becomes aware;

5. To the extent Contractor creates, receives, maintains or transmits EPHI, Contractor agrees to report as soon as practicable to University any Security Incident, as determined by Contractor, involving PHI of which Contractor becomes aware. Notwithstanding the foregoing, Contractor and University acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and University acknowledges and agrees that no additional notification to University of such unsuccessful Security Incidents is required. However, to the extent that Contractor becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single third party, Contractor shall notify University of these attempts and provide the name, if available, of the third party. At the request of University, Contractor shall identify the date of the Security Incident, the scope of the Security Incident, Contractor's response to the Security Incident, and the identification of the third party responsible for causing the Security Incident, if known;

6. Ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of Contractor agrees, in writing, prior to the disclosure of such PHI, to the same restrictions, conditions and requirements that apply through this Agreement to Contractor with respect to such information;

7. Provide access, upon request of University, and in the time and manner designated by University, to PHI in a Designated Record Set, to University or, if directed by University, to the Individual or another person properly designated by the Individual, in order for University to meet the requirements under 45 CFR § 164.524;

8. If Contractor maintains PHI electronically in a Designated Record Set and if the Individual requests an electronic copy of such information, Contractor must provide University, or the Individual or person properly designated by the Individual, as directed by University, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by University and the Individual. Any fee that Contractor may charge for such electronic copy shall not be greater than Contractor's labor and supply costs in responding to the request and than what is permissible under applicable law;

9. Make any amendments to PHI in a Designated Record Set that University directs or agrees to pursuant to 45 CFR § 164.526, at the request of University or an Individual, and in the time and manner designated by University;

10. Document disclosures of PHI and information related to such disclosures as would be required for University to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. As of the compliance date set forth in the regulations promulgated under the HITECH Act or as otherwise determined by the Secretary of HHS, in addition to the accounting of disclosure obligations required under 45 CFR § 164.528, Contractor shall account for all disclosures of PHI made through an electronic health record in accordance with Subtitle D of the HITECH Act, and any regulations promulgated thereunder, including

all amendments to the HIPAA Rules;

11. With 10 business days (or such other date that Contractor and University may reasonably agree upon) of receiving written notice from University that University has received a request for an accounting of disclosures of PHI, Contractor agrees to provide to University information collected to permit University to make the accounting required in accordance with 45 CFR § 164.528;

12. Make its internal practices, books, and records relating to the use and disclosure of PHI received from University, or created or received by Contractor on behalf of University, available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), in a time and manner designated by University or by the Secretary, for purposes of the Secretary determining University's or Contractor's compliance with the HIPAA Rules;

13. To the extent Contractor is to carry out one or more of University's obligations under the HIPAA Privacy Rule, Contractor shall comply with the requirements of the HIPAA Privacy Rule that apply to University in the performance of the obligations;

14. Allow University to control a response to a subpoena or any other discovery request or judicial or administrative order mandating that Contractor disclose PHI that University has made available to Contractor;

15. Use or disclose PHI: (a) as necessary to perform the Services, (b) as necessary for the proper management and administration of Contractor's organization, (c) to provide data aggregation services relating to the health care services of University; and (d) to carry out the legal responsibilities of Contractor; provided, however, that any permitted disclosure of PHI to a third party must be either Required By Law or subject to reasonable assurances obtained by Contractor from the third party that the PHI will be held confidentially, and securely, and used or disclosed only as Required By Law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to Contractor;

16. Not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by University, except for the specific uses and disclosures set forth above;

17. Make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in section 45 CFR § 164.514(e)(2)) or, if needed by Contractor, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request, and, as applicable, in accordance with the regulations and guidance issued by the Secretary of HHS on what constitutes "minimum necessary" with respect to the use, disclosure, or request of PHI; and

18. Comply with any state laws that are more restrictive than HIPAA.

C. Breach Notification Requirements. If Contractor has knowledge or a reasonable belief that a Breach of Unsecured Protected Health Information has occurred or may have occurred, Contractor shall promptly (but in no event later than five days after it has knowledge that a Breach or reasonable belief that a Breach has or may have occurred) notify University in accordance with the requirements of 45 CFR § 164.410. Such notification

shall include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach, along with any other information that University will be required to include in its notification to the Individual, the media and/or the Secretary of HHS, as applicable. At the request of University, Contractor shall notify applicable Individuals of the Breach, in accordance with the requirements of the HITECH Act.

D. Term. The Term of this Agreement shall begin on the Effective Date and shall terminate when all of the PHI provided by University to Contractor is destroyed or returned to University, or if it is infeasible to return or destroy all of the PHI, protections are extended to such information in accordance with the termination provisions detailed herein.

E. Termination.

1. Upon University's knowledge of a material breach of this Agreement by Contractor, University shall:

(i) Terminate this Agreement and the Underlying Agreement upon 30 days' notice if University determines that Contractor has violated a material term of this Agreement if, following University's notification to Contractor of the material breach, Contractor is unable or unwilling to take steps to cure the breach within such 30-day period. In the event of a cure, this Agreement shall remain in effect;

(ii) Immediately terminate this Agreement and the Underlying Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, report the violation to the Secretary of HHS.

Contractor shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section B.6.

2. Upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from University, or created or received by Contractor on behalf of University. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. University reserves the right to set the schedule for the return or destruction of all PHI. Contractor shall provide proof or certification of destruction of the PHI.

3. If Contractor determines that returning or destroying the PHI to University is infeasible, Contractor shall provide University with notification of the conditions that make return or destruction infeasible. Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the party maintains such PHI.

F. Red Flag Rule Compliance. To the extent applicable and upon the effective date, as stated by the Federal Trade Commission (the "FTC"), and thereafter, if Contractor performs services for University with respect to Covered Accounts as such term is defined in the Identity Theft Red Flag rules published by the FTC (the "Rules"), Contractor shall also be deemed a "Service Provider" of University and as to such Covered Accounts, Contractor shall: (a) perform its activities under the Agreement in accordance with reasonable policies and procedures of Contractor designed to detect, prevent, and mitigate the risk of identity theft, as required of a Service Provider

under the Rules (the “**Program**”); and (b) promptly report to University but in no event later than five (5) days after learning of any specific Red Flag Incidents (as such term is defined in the Rules) which Contractor detects as to Covered Accounts of University pursuant to the Program and respond to, or reasonably assist University in responding to, such reported Red Flag.

G. Miscellaneous.

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect (including any amendments) and for which compliance is required.

2. Amendment. The parties agree to take such action to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA and any regulations promulgated thereunder. If University determines in good faith that any such regulation or guidance adopted or amended after the signing of this Agreement is required by law to be implemented and made a part of this Agreement, the parties shall renegotiate this Agreement in good faith so as to amend the applicable provisions in a manner that would eliminate any such substantial risk.

3. Underlying Agreement. Except as specifically required to implement the purposes of this Agreement, and except to the extent inconsistent with this Agreement, all terms of the Underlying Agreement shall remain in effect. In the event of a conflict between the terms of the Underlying Agreement and this Agreement, this Agreement shall control.

4. Relationship of Parties. In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, including the Underlying Agreement, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

5. Interpretation. Any ambiguity in this Agreement shall be resolved to permit University and Contractor to comply with HIPAA.

6. Ownership. Contractor acknowledges that University shall be and remain the sole and exclusive owner of its PHI.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but both of which taken together shall constitute one and the same agreement. Facsimile signatures shall constitute original signatures.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____

By: _____

Name: Walter K. Knorr

Name: _____

Title: Comptroller

Title: _____

Date: _____

Date: _____

BAA Ver. 4-2013 approved by University Counsel