



State of Illinois
Public Institutions of Higher Education

Request for Proposal

***STUDENT ACCIDENT AND ILLNESS INSURANCE
FOR THE UNIVERSITY OF ILLINOIS SPRINGFIELD***

JM218

Wednesday, October 26, 2016 at 2:00pm CDST

Vendor Submitting Offer: _____

Vendor Address: _____

Vendor Contact: _____

Vendor Contact Email: _____

Vendor Contact Phone Number: _____

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

The Board of Trustees of the University of Illinois on behalf of the University of Illinois Springfield Human Resources Department 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 Board of Trustees of the University of Illinois on behalf of the University of Illinois Springfield Human Resources Department (hereinafter referred to as "University") is seeking Proposals from qualified firms ("Respondents") to provide Student Accident and Illness Insurance for the period of August 16, 2017 through August 15, 2018.

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 <http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx> 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.

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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". **Failure to provide the requested information may result in disqualification.**

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: Jill Menezes, CPPB

Phone: 217/206-6651

University Name: University of Illinois Springfield

Email: jmene1@uillinois.edu

Street Address: One University Plaza, MS BSB106

City, State, Zip: Springfield, Illinois 62703-5407

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 **Tuesday, October 18, 2016**. 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: Yes No

Attendance is strongly encouraged: Yes No

Date: Tuesday, October 11, 2016 at 2:00pm

Location: phone conference

Call in meeting information:

[+1 217 332 6338](tel:+12173326338) (Site1-Dialin-region)

English (United States)

[+1 312 994 8410](tel:+13129948410) (Site1-Dialin-region)

English (United States)

[+1 888 983 3631](tel:+18889833631) (Site1-Dialin-region)

English (United States)

[Find a local number](#)

Conference ID: 52214694

Additional Information: Questions regarding technical requirements will not be answered during this call and should be submitted as directed in 1.4. This teleconference is to discuss state requirements for submission of the solicitation only. Please have the solicitation document available for reference purposes.

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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.

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: Wednesday, October 26, 2016 at 2:00pm CDST

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

University: University of Illinois Springfield

Sealed Response – DO NOT OPEN

Attn: Jill Menezes, CPPB

Project Title: Student Accident and Illinois Insurance for UIS

Address: One University Plaza, MS BSB106 Bulletin Reference #: JM218

City, State, Zip: Springfield, IL 62703-5407

Due Date & Time: October 26, 2016 at 2:00pm

Vendor Name

Vendor Address

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. Put a copy of the entire Response on one CD, DVD or USB and include a copy of each section below

Subject Matter	# of Originals	# of Hard Copies	# of CDs or 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	5	1 (combine info on one USB/DVD/CD)
Packet 2 Pricing (Section 6)	1	5	1 (combine info on one USB/DVD/CD)
Packet 3 Form A or Form B (as applicable) (Section 11)	1	0	1 (combine info on one USB/DVD/CD)
Packet 4 Redacted Proposal (if requesting confidential treatment of proposal)	1	0	1 (combine info on one USB/DVD/CD)
Packet 5 Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.11)	1	0	1 (combine info on one USB/DVD/CD)

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 90 days from the opening date.
- 1.9 Security:** N/A 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:** N/A 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:**
 N/A Yes No If "yes" is marked, this solicitation contains a goal of 20% 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.

A BEP goal has been 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.

THIS INFORMATION MUST BE INCLUDED IN YOUR RESPONSE.

- 1.12 Veteran-Owned Small Business Participation and Utilization Plan:**
 N/A Yes No If "yes" is marked, this solicitation contains a goal of ___% 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.
- 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 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

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. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points will not be considered for Price evaluation and award. The maximum number of points possible is **1,000 (Responsiveness 700 + Price 300)**.

- 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 **700**. Vendors who do not receive **350** of the total Responsiveness points need not be considered for Price evaluation and award.

Responsiveness Elements	Maximum # of Points Possible
The Program Plan (Plan Specifications) presented by Proposer for performing and providing the required services as detailed in this RFP (Section 5)	350
Convenient Provider Network - Primary Care	50
Convenient Provider Network - Specialists	50
Convenient Provider Network – Mental Health	50
The ability of the Respondent to perform the required services and fulfill any reporting requirements as reflected by: 1) Technical training and education (25 points); 2) General experience (25 points); and 3) Specific experience in providing the requested services (50 points).	100
Qualifications and abilities of personnel proposed to be assigned to perform the services	25
Provided References from Proposer	25
Compliance with the RFP specifications	25
Overall quality of proposed customer service	25

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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: The total number of points for Price is **300**. The University will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Vendor's Price}) = \text{Total Price Points}$$

If the University does not consider the Price to be fair and reasonable, and negotiations fail to establish an acceptable Price, the University reserves the right to award to the next most qualified vendor with whom the university can negotiate a fair and reasonable price or cancel the solicitation and take appropriate action to meet the needs of the University. The University will determine whether the Price is fair and reasonable by considering the Price proposed, the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

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 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 Forms as applicable or your response will be considered nonresponsive:

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: _____

5. Description of Supplies and Services

5.1 University's Need for Supplies / Services:

The Board of Trustees of the University of Illinois on behalf of the University of Illinois Springfield (UIS) Human Resources Department (hereinafter referred to as "University") is seeking Proposals from qualified firms ("Respondents") to provide Student Accident and Illness Insurance for the period of August 16, 2017 through August 15, 2018.

UIS is a liberal arts public university located in the state capitol, Springfield, Illinois, with approximately 5,400 students. The campus is situated approximately 200 miles southwest of Chicago, Illinois and approximately 100 miles northeast of St. Louis, Missouri.

It is the policy of University of Illinois Springfield that all eligible students be covered by health insurance. The University provides a student health insurance plan to assist students in meeting this requirement. For students enrolled in the student health insurance plan, a fee is assessed each semester along with other tuition and fees. The University then makes a payment to the student health insurance plan carrier on the students' behalf. Students may waive out of the plan by providing evidence of other comparable insurance, also known as a "hard waiver" program. Students will have approximately thirty (30) days from the first day of class to request a waiver in order to be exempted from the University provided plan.

In addition to a plan that covers all of our eligible students we desire to offer a voluntary option for our students' dependents, spouses and children. The University enrolls students in the insurance plan during the fall, spring and summer enrollment periods. The University determines the dates for the various enrollment periods and will provide them to the awarded insurer. The student health insurance plan offers spouse, dependent and dependent children coverage on a voluntary enrollment basis. The University does not pay any of the cost for dependent, spouse and/or dependent children coverage.

All responses to the RFP must take into account the requirements of the Patient Protection and Affordable Care Act (ACA) essential health benefits and respond accordingly. The University's objective is to obtain the lowest cost coverage while maintaining the required health insurance to meet the diverse needs of the University student population. Evaluation of price will be based upon how well the Respondent is able to balance the annual cost of fees and premiums with the insured person's overall annual out-of-pocket costs in order to achieve the best overall financial outcome of the insured person.

Our current plan has in-network and out-of-network coverage with the in-network paying a larger portion of the medical expenses. It is the University's desire to continue with this type of arrangement for the student health insurance plan proposed by the Respondent.

The University desires to mirror the current plan as much as possible, as well as comply with all aspects of the ACA. It is extremely important there be a broad Sangamon County "in-network" base, including prescribing mental health providers at both the adolescent and adult level, which includes both Springfield hospitals, as well as a comprehensive national network to protect our students as they travel.

5.1.1 Overview of University Provided Services and Processes:

5.1.1.1 Collection of Premiums: The University collects student insurance premiums for each semester by assessing the charge to the students. As noted in the following paragraph, at the direction of the Vendor, the University will remit the collected insurance premium either to the underwriting Insurance Company or to the Vendor.

For each term of coverage the University will remit payment to the Vendor or Insurer upon thorough review and reconciliation of the enrollees. The University will provide a billing summary broken down by the number of students enrolled in the current semester and all adjustments related to that semester.

5.1.1.2 Repository of List of all Covered Persons: The University maintains a record of all names of students enrolled in the student health insurance plan. The Vendor shall have the right to inspect all books and records of the University relative to the insurance. Vendor shall set up times to review those records at times that are mutually acceptable to both parties.

Inadvertent error, failure or omission on the part of the University to enroll any student who has qualified for the insurance hereunder in accordance with the prescribed conditions shall not deprive such student of insurance. Upon discovery of such error, an equitable adjustment of premium shall be made.

5.1.1.3 Manage Cancellations and Withdrawals: The University will manage student cancellations and withdrawals. This process is separate from the hard waiver process. Students have the ability to cancel their registration or withdraw from the University according to University of Illinois Springfield Policy: (<http://www.uis.edu/registration/wp-content/uploads/sites/135/2013/06/Fall2015DropWithdrawalPolicy.pdf>).

Cancellation: Students who cancel their registration before the first day of instruction, provided the student has not attended any classes nor received any related student services (such as having filed a claim under the student health insurance plan, are relieved of all tuition and fees charges. The student must submit a request for cancellation to the Registrar's Office the day before the first day of instruction.

Withdrawal: Students who withdraw from the University on or before the first 31 days of the semester period has elapsed will be eligible for refunds of certain fees with student insurance being one of them, if the Student has not used the insurance plan for any services or prescriptions.

5.2. **Supplies / Services Required:**

5.2.1 General Information: The information in this RFP is believed to be reasonably correct, but it is not to be considered in any way as a guarantee. The services, conditions and other requirements described in this Section are required for the plan offered by the Respondent. A responsive vendor must confirm that it meets each of the requirements of this section. Failure to meet any of these requirements will eliminate the vendor from further consideration.

The University requires a student health insurance plan that meets the applicable requirements of the Patient Protection and Affordable Care Act (PPACA). Should the PPACA change during the contract period and require benefits greater than the University's existing student health insurance plan during the term of the contract, the Vendor must revise the student health insurance plan to meet any minimums, subject to any applicable renewal conditions or price adjustments shown in the Pricing Section. Benefit levels for all services and supplies currently covered may not be reduced ("reduced" means "adjusted in such a manner as to be disadvantageous to the insured").

The proposed plan must be a traditional health plan with copayments, co-insurance and deductibles, but which offers insured persons access to a broad network of physicians and hospitals within the Springfield area as well as nationwide. Except as otherwise stated, the student health insurance plan design must offer two levels of coverage – payment of 50% or greater of usual and customary charges for non-network providers, and an 80% of a preferred allowance for in-network providers. The plan should provide 24-hour worldwide coverage on a year-round basis as long as the appropriate fees are paid by the insured each semester and summer session.

All students physically participating in classes on campus are required to carry the University's insurance plan unless they are granted an "exemption/waiver" whereby they are already covered by a comparable health and accident insurance policy. The University's plan is available to all eligible students regardless of age, gender identity, including transgender, marital status, psychological/physical/learning disability, race/ethnicity, religious, spiritual or cultural identity, sex, sexual orientation, socioeconomic status or veteran status.

Students must actively attend classes for at least the first 31 days after the date for which coverage is purchased. Home study, correspondence, Internet, and television (TV) courses do not fulfill the eligibility requirements that the student actively attend classes (fully online students are the only category of students ineligible for coverage under the plan). Students will automatically be assessed a fee from the University for insurance unless they have an exemption on file or approved by the exemption deadline.

Eligible students who do enroll should also have the option to insure their Dependents with this plan. Eligible Dependents are the spouse, civil union partner, or Domestic Partner and children under 26 years of age. Dependent Eligibility expires concurrently with that of the Insured student.

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5.2.2 Eligibility: All persons who register to physically attend on-campus classes are eligible for coverage in the student insurance program. Students may insure eligible dependents. Eligible dependents are defined as a lawful spouse, a civil union partner, or a domestic partner of the insured student and child(ren) of the insured student, including adopted or stepchildren in a regular parent-child relationship, who are under the age of 26 years old. If the student has any dependents on the date the student becomes insured, such dependents are eligible for coverage on the same date. If the student acquires a dependent after the effective date of insurance coverage, the student is eligible to obtain coverage for such dependent on: a) the date the student marries the dependent, b) the date the student acquires a dependent child(ren). Persons are not eligible for insurance as a dependent if they are eligible as a student. In the event both parents of any dependent child are eligible for insurance as a student, then such child shall be considered as a dependent by only one parent.

5.2.3 Effective and Termination Dates: The Master Policy on file at the school becomes effective at 12:01 a.m. August 16th of each year for fall semester coverage, January 10th of each year for spring semester coverage, and June 1st of each year for summer semester coverage to ensure that coverage is in place for students arriving on campus in preparation of the first day of regularly scheduled classes. For Fall 2016 the first date of coverage will be August 16, 2016. *Fall students required to be on campus prior to the commencement of classes, i.e. international students and athletes, will be eligible for coverage as early as August 1st at no additional charge.*

	Fall	Spring	Summer
Semester Coverage Periods	August 16 to January 9	January 10 to May 31	June 1 to August 15

The insurance of eligible dependents of the insured student shall take effect on the date of application and proper premium received, not later than the last day of late registration for each semester or session. A student who subsequently acquires new dependents may insure those dependents effective the date application and proper premium are received provided this is within thirty days of acquiring dependents. The full premium is required regardless of the effective date of the insurance for the student or his dependent.

Insured students who choose to continue their insurance over/during the summer term who do not attend classes or take classes fully online during the summer may elect to continue coverage for themselves and their dependents for such period by completing the application and paying the required premium up front.

5.2.4 Termination of Insurance: Termination of insurance will be without prejudice to any claim originating prior thereto. The Insurance of the insured person shall terminate 12:01am, CST, on the earliest of the following dates:

- A. The date the policy is terminated;
- B. Coverage for the fall semester terminates on January 10th;
- C. Coverage for the spring semester terminates on June 1st;
- D. Coverage for the summer session terminates on August 16th;
- E. On the date the insured person, if a dependent, ceases to be a dependent;
- F. On the date of entry of the insured person into military service.

In the event the insured person ceases to be a student at the University and no refund is made, his/her insurance shall terminate on the same dates as indicated in the paragraph above for the session in which the insurance was effective just as if he/she had not left the University.

5.2.5 Extension of Benefits After Termination: The coverage provided ceases on the termination date (see 5.2.4). However, if the insured is hospital confined on the termination date from a covered Injury or Sickness for which benefits were paid before the termination date, covered medical expenses for such Injury or Sickness will continue to be paid as long as the condition continues, but not to exceed 90 days after the termination date.

The total payments made in respect of the insured for such condition both before and after the termination date will never exceed the maximum benefit. After this provision has been exhausted, all benefits cease to exist, and no further payments will be made.

5.2.6 Extension of Coverage for Non-Registered Semesters (Fall, Spring, Summer): Insured students who do not plan to enroll for classes for the next consecutive semester (summer is a semester) may elect to extend coverage for

themselves and for the insured dependents for three (3) months beyond the last semester enrolled. Graduating students may elect to extend coverage for one semester past the graduation. The coverage provided under the extension is identical to that of the coverage they have prior to the extension. Premium is payable at the time of application for extension.

5.2.7 Campus Health Service: The student may use the resources of the Campus Health Service (CHS) first where treatment may be administered. No referral is required for medical treatment outside of CHS. CHS medical providers will be considered as Primary In-Network for the provided student health insurance plan.

5.2.8 Coverage:

A. Within the pre-established coverage dates, this plan protects all eligible students 24 hours per day effective the day the student completes registration or the day the student arrives on campus, whichever is later. Coverage will terminate at 12:01AM on the first day of the subsequent term, provided the student pays the insurance fee. Exception as noted above for Fall students, i.e. International Students and athletes, required to be on campus prior to classes but no earlier than August 1st. These registered students will have coverage beginning on date of arrival at no extra charge to the students or the University (between August 1 and August 16).

B. Students who are insured for the Spring Semester and who intend to return for the Fall Semester may obtain Summer Session insurance coverage by making application and paying the requested premium prior to the last day of the summer enrollment/exemption period.

C. Student athletes are covered under the Student Accident and Illness Insurance Plan subject to the same terms and conditions as non-athletes. The sports we have at the University of Illinois Springfield campus include men's and women's soccer; men's and women's basketball; men and women's tennis; men's and women's golf; men's baseball; women's softball; women's volleyball; men's and women's cross country/track, and cheerleading. At the present there are 265 student athletes.

5.2.9 Provider Network: The University requires a comprehensive network of providers, to include mental health care providers and counselors, who are readily accessible in the Springfield Metropolitan area.

Insurer must provide a list of mental health care providers that are in the Springfield Metropolitan area/Sangamon County and are certified to be accepting new patients in the age brackets matching our demographics. List should also include primary care, specialists and mental health providers available through the proposed plan.

This list should be submitted with your proposal. May be included on a thumb drive or CD/DVD.

5.2.10 Discount Programs Desired:

A. Dental Care – Something on the order of discounts ranging from 10%-35% for dental services including routine cleaning, x-rays, even cosmetic dentistry, such as teeth whitening.

B. Vision Care – Something on the order of discounts and savings on eye exams similar to the following; \$40 for an annual eye exam, save 10%-20% on eyeglasses from participating eye care professionals and retail vision chains and fittings for contact lenses (not including annual eye exams).

C. Wellness Products and Services -- Something on the order of discounts of 10%-50% on weight management, fitness memberships and equipment, relaxation resources, natural products and vitamins and supplements.

5.2.11 24 Hour Nursing, Counseling and Health Support Program: Insurers will provide access to nurse advice, health information, and counseling support 24 hours a day. 24 Hour Nursing, Counseling, and Health Support Program is staffed by Registered Nurses and Licensed Clinicians who can help students determine if they need to seek medical care, need legal/financial advice or may need to talk to someone about everyday issues that can be overwhelming.

5.2.12 Emergency Medical Assistance when Traveling:

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Insured students and their insured dependents will be covered by a worldwide emergency travel assistance plan. The requirements to receive these services are as follows:

- A. International Students, insured spouse, civil union partner, or Domestic Partner and insured minor child(ren) are eligible for assistance except in their home country;
- B. Domestic Students, insured spouse, civil union partner, or Domestic Partner and insured minor child(ren) are eligible for assistance when 100 miles or more away from Enrollee's campus address or 100 miles or more away from Enrollee's permanent home address or while participating in a Study Abroad program.
- C. Assistance includes Medical Evacuation and Return of Mortal Remains that meet the U.S. State Department requirements. The Emergency Medical Evacuation services are not meant to be used in lieu of or replace local emergency services such as an ambulance requested through emergency 911 telephone assistance. All emergency assistance services must be arranged/coordinated by the provider in order to be covered by the plan.
- D. The services must be accessible through an emergency response center operated 24 hours a day every day of the year.
- E. The emergency assistance should include substantially all of the following:
 - Medical Consultation, Evaluation and Referrals
 - Prescription Assistance
 - Foreign Hospital Admission Guarantee
 - Critical Care Monitoring
 - Emergency Medical Evacuation
 - Repatriation of Mortal Remains
 - Medically Supervised Repatriation
 - Transportation to Join Patient
 - Emergency Counseling Services
 - Interpreter and Legal Referrals
 - Lost Luggage or Document Assistance
 - Care for Minor Children Left Unattended Due to a Medical Incident
 - Transfer of insurance information to medical providers
 - Monitoring of treatment
 - Transfer of medical records
 - Medication, vaccine and blood transfers
 - Dispatch of doctors/specialists
 - Emergency medical evacuation
 - Facilitation of hospital admittance payments
 - Transportation to join a hospitalized participant
 - Transportation after stabilization
 - Replacement of corrective lenses and medical devices
 - Emergency travel arrangements
 - Hotel arrangements for convalescence
 - Continuous updates to family and home Physician
 - Return of dependent children
 - Replacement of lost or stolen travel documents
 - Transfer of funds
 - Message transmittals

5.2.13 Pertinent Insurance Information

CURRENT PREMIUM SEMESTER RATES:

Cost Per Semester	Student	Spouse	Child
Fall/Spring/Summer 2016-2017	\$598/\$598/\$334	\$598/\$598/\$334	\$598/\$598/\$334
Fall/Spring/Summer 2015-2016	\$465/\$465/\$248	\$465/\$465/\$248	\$465/\$465/\$248
Fall/Spring/Summer 2014-2015	\$392/\$392/\$207	\$1,091/\$1,091/\$573	\$653/\$653/\$344
Fall/Spring/Summer 2013-2014	\$300/\$300/\$158	\$833/\$833/\$438	\$499/\$499/\$262
Fall/Spring/Summer 2012-2013	\$252/\$252/\$132	\$704/\$704/\$370	\$422/\$422/\$221
Fall/Spring/Summer 2011-2012	\$266/\$266/\$131	\$774/\$774/\$406	\$464/\$464/\$243
Fall/Spring/Summer 2010-2011	\$258/\$258/\$137	\$723/\$723/\$380	\$433/\$433/\$228

*Note--Student semester rates do not include Administrative Fee charged by the University

STUDENT AND DEPENDENT ENROLLMENT INFORMATION

Academic Year	Enrolled /Insured
Fall 2015/Spring 2016	Fall – 1571 (2 spouse, 9 child) Spring – 1498 (3 spouse, 9 child)
Fall 2014/Spring 2015	Fall - 1721students (4 spouse, 10 child) Spring - 1422 students (0 spouse, 4 child)
Fall 2013/Spring 2014	Fall – 1047 (6 spouse,23 child) Spring – 1045 (3 spouse,23 child)
2012/2013	1,257
2011/2012	1,062
2010/2011	1,330

INSURED DEMOGRAPHICS (Fall Enrollments per Academic Year)

Demographic	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
International Undergraduate	29	43	73	96	147	117
International Graduate	126	165	118	211	616	533
Domestic Undergraduate	668	637	630	526	710	830
Domestic Graduate	244	235	221	212	248	102

INSURED COUNT BY AGE AND GENDER

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Age Range	Fall 2012		Fall 2013		Fall 2014		Fall 2015		Fall 2016	
	Male (Count)	Female (Count)	Male (Count)	Female (Count)	Male (Count)	Female (Count)	Male (Count)	Female (Count)	Male (Count)	Female (Count)
17-25	335	316	317	306	717	531	701	488	196	132
26-30	122	76	124	109	169	107	189	85	71	48
31-40	63	53	69	68	68	59	49	41	16	13
41-50	28	25	17	22	22	19	11	14	1	6
>50	7	17	18	17	17	17	3	3	0	2

PREMIUM HISTORY

Academic Year	Premiums Collected
2015-2016	\$1,446,863 as of 7/31/16
2014-2015	\$1,253,574 as of 8/31/15
2013-2014	\$329,596 as of 9/30/14
2012-2013	\$516,583
2011/2012	\$545,295
2010/2011	\$607,004
2009/2010	\$519,526

CLAIMS HISTORY

Academic Year	Claims Paid
2015-2016	\$650,237 as of 7/31/16
2014-2015	\$1,045,076 as of 8/31/15
2013-2014	\$651,072 as of 8/31/14
2012-2013	\$336,239
2011/2012	\$256,802
2010/2011	\$309,046
2009/2010	\$331,378

PRESCRIPTION HISTORY

Academic Year	Prescriptions Paid
2015-2016	\$143,487 as of 7/31/16
2014-2015	\$157,140 as of 8/31/15
2013-2014	\$105,549 as of 8/31/14
2012-2013	\$48,415
2011/2012	\$32,501
2010/2011	\$35,542

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2009/2010	\$39,547
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INTERCOLLEGIATE SPORTS DATA

Sport	# of Participants
Baseball	43
Women's Cheerleading	18
Men's Cheerleading	4
Volleyball	18
Men's Basketball	11
Women's Basketball	13
Men's Golf	12
Women's Golf	13
Men's Soccer	37
Women's Soccer	24
Men's Tennis	10
Women's Tennis	9
Softball	22
Men's Cross Country/Track	16
Women's Cross Country/Track	15
TOTAL	265

TOP TEN PROVIDERS: The following chart gives information concerning the top ten providers for UIS Students using the student insurance plan.

	Tax ID	Provider Name	Count of Claims	Paid
2015-2016	000000000175	MEMORIAL MEDICAL CENTER	137	\$139,585.69
	000000000174	ST JOHNS HOSPITAL	65	\$ 56,989.92
	000008415011	SPRINGFIELD CLINIC LLP	417	\$ 45,930.38
	000000000175	MEMORIAL MEDICAL CENTER	1	\$ 24,184.78
	000000000174	ST JOHNS HOSPITAL	3	\$ 24,097.76
	000008415464	SIU PHYSICIANS AND SURGEONS IN	190	\$ 19,699.93
	000000000040	RUSH OAK PARK HOSPITAL	1	\$ 10,212.69
	000008432316	SPRINGFIELD CLINIC LLP	127	\$ 9,599.40
	000008432351	MEMORIAL PHYSICIAN SERVICES	130	\$ 8,703.63
	000000000602	RUSH SURGICENTER	1	\$ 8,056.49

	Tax ID	Provider Name	Count of Claims	Paid
2014-2015	1220	MEMORIAL MEDICAL CENTER	239	\$157,248
	1238	ST. JOHNS HOSPITAL	88	\$100,846
		DANVILLE VAMC	22	\$35,745
		NORTHWESTERN MEMORIAL HOSPITAL	2	\$33,432
	1328	SPRINGFIELD CLINIC	9	\$28,640
		ST. JOSEPH MEDICAL CTR	6	\$18,941
	2569	OSF ST. FRANCIS MED CTR	8	\$17,879
		ADVOCATE ILLINOIS MASONIC MED	1	\$17,265

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	1230	PASSAVANT MEMORIAL AREA HOSPITAL	11	\$15,816
		ADVOCATE HEALTH & HOSPITAL CENTER	1	\$10,842
	1199	DECATUR MEMORIAL HOSPITAL	5	\$10,254
	Tax ID	Provider Name	Count of Claims	Paid
	1220	MEMORIAL MEDICAL CNTR	169	\$111,441
2013-2014	1328	SPRINGFIELD CLINIC	1011	\$62,061
	1238	ST. JOHNS HOSPITAL	93	\$9,857
	3823	SIU PHYSICIANS & SURGEONS	117	\$9,386
	6318	HSMS MEDICAL GROUP	380	\$7,956
	1194	MEMORIAL PHYSICIAN SERVICES	132	\$5,655
	9221	CLINICAL RADIOLOGISTS	105	\$4,985
	1161	SPRINGFIELD CHIRO CLINIC	224	\$4,981
	0528	MEMORIAL EXPRESS	99	\$4,172
	0155	CENTRAL IL ALLERGY	96	\$3,416
	Tax ID	Provider Name	Count of Claims	Paid
	1238	ST JOHNS HOSPITAL	39	\$65,068
2012-2013	9999	MEDCO RX	193	\$48,415
	1328	SPRINGFIELD CLINIC LLP	98	\$42,944
	1220	MEMORIAL MED CNTR	39	\$39,356
	1220	MEMORIAL MED CNTR	3	\$24,235
	1220	MEMORIAL MED CNTR	1	\$8,565
	1238	ST JOHNS HOSPITAL	1	\$7,794
	3823	SIU HEALTHCARE	23	\$7,596
	2569	SAINT FRANCIS MED CNTR	1	\$7,031
	1220	MEMORIAL MED CNTR	6	\$6,312
	1230	PASSAVANT AREA HOSP	2	\$6,245
	2351	PEKIN HOSPITAL	1	\$5,786
	Tax ID	Provider Name	Count of Claims	Paid
2011-2012	1220	Memorial Medical Center	149	\$57,034
	1238	St John's Hospital	122	\$52,021
	1236	St Francis Hospital	3	\$9,547
	1230	Passavant Area Hospital	13	\$3,356
	7041	Kishwaukee Comm Hosp	2	\$3,206
	0525	Univ of Utah Hospitals	2	\$2,511
	2656	Missouri Bapt Med Ctr	2	\$2,046
	1997	Freeport Mem Hospital	10	\$1,430
	3958	Jersey Comm Hospital	6	\$1,394
2145	Indiana University Health	1	\$1,291	

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High Cost Claimants

Paid Range	Claimants	Claimants %	Paid	Paid %
August 2015 through July 2016				
Claimant Total Paid ≤ \$50,000	632	100%	\$650,237	100%
\$50,000 - \$100,000	0	0	0	0
\$100,001 - \$200,000	0	0	0	0
\$200,001 - \$300,000	0	0	0	0
\$300,001 – Greater	0	0	0	0
Summary	632	100%	\$650,237	100%
Paid Range	Claimants	Claimants %	Paid	Paid %
June 2014 through May 2015				
Claimant Total Paid ≤ \$50,000	696	99.7%	\$930,914	84.7%
\$50,000 - \$100,000	1	0.1%	\$61,149	5.6%
\$100,001 - \$200,000	0	0	0	0
\$200,001 - \$300,000	0	0	0	0
\$300,001 – Greater	0	0	0	0
Summary	698	100%	\$1,099,329	100%
June 2013 through May 2014				
Claimant Total Paid ≤ \$50,000	543	100%	\$576,535	100%
\$50,000 - \$100,000	0	0	0	0
\$100,001 - \$200,000	0	0	0	0
\$200,001 - \$300,000	0	0	0	0
\$300,001 – Greater	0	0	0	0
Summary	543	100%	\$576,535	100%

High Cost Claimants

Block Year	Client Policy	Claim Insured Type	Claim Incurred Date	Claim Diagnosis	Total Paid Amount
2012	2012-2390-1	Student	8/24/2012	Unspecified Closed Fracture of Ankle	\$18,298.73
2012	2012-2390-1	Student	3/26/2013	Closed Fracture of Femoral Condyle	\$16,931.59
2012	2012-2390-1	Student	1/31/2013	Dyspareunia	\$19,802.04
2012	2012-2390-1	Student	10/5/2012	Thoracic/Lumbosacral Neuritis/Radiculitis Unspecified	\$17,787.97
2011	2011-2390-1	Student	3/19/12	Cervicalgia	\$37,881.82
2010	2010-2390-1	Student	4/9/11	Acute Kidney Failure Unspecified	\$18,036.24
2010	2010-2390-1	Student	8/26/10	Sprain and Strain of CR	\$19,753.65
2009	2009-2390-1	Student	9/18/2009	Other and Unspecified OVA	\$32,179.69
2009	2009-2390-1	Student	7/9/2010	Sprain and Strain of Unspecified	\$16,931.85

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2009	2009-2390-1	Student	2/4/2010	Tear Medial Cartilage OR	\$15,124.16
2008	2008-2390-1	Student	2/13/2008	Supervision of Normal Fir	\$19,611.85

5.2.14 University proposed Student Accident and Illness Insurance Plan Specifications:

The PLAN SPECIFICATIONS listed below apply to each term of service. The plan specifications listed below as well as the requirements included in the technical specifications (Section 5) comprise the RFP Program Plan Requirements.

Initial Term: For the period August 16, 2017 through August 15, 2018

Schedule of Basic Medical Expense Benefits

- Unlimited Maximum Benefit (Per Injury/Illness for Policy Year 2017-2018)
- \$400 Deductible (Per Insured Person, Per Policy Year)

The policy provides benefits for the Usual and Customary Charges incurred by an Insured Person for loss due to a covered Injury or Sickness up to the Maximum Benefit of unlimited for each Injury or Sickness for plan year 2017-2018.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Benefits will be paid up to the Maximum Benefits as specified for the above term for each service specified below.

Covered Medical Expenses include:

Inpatient	
Hospital Expense Benefit Includes daily semi-private room rate; intensive care; general nursing care provided by the hospital; hospital miscellaneous expenses such as the cost of the operating room, laboratory tests, X-ray examinations, pre-admission testing, anesthesia, drugs (excluding take-home drugs) or medicines, physical therapy, therapeutic services and supplies.	80% after \$100 Copayment of Allowable Amount (Deductible waived)
Intensive Care	Paid under Hospital Expense Benefit
Routine Newborn Care , 48 hours vaginal/96 hours cesarean Hospital Confinement expense maximum	Paid as any other Sickness
Physiotherapy	Paid under Hospital Expense Benefit
Pre-Admission Testing , payable within 7 working days prior to admission	Paid under Hospital Expense Benefit
Surgical Expense: When multiple surgical procedures are performed during the same operative session, the primary or major procedure is eligible for full Allowable Amount for that procedure. The surgical procedure with the highest Allowable Amount should be priced at 100% of the Allowable Amount, and the remaining eligible procedures should be priced at 50% of the Allowable.	80% of Allowable Amount

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Assistant Surgeon	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Anesthetist , professional services administered in connection with inpatient surgery. When these services are administered at an in-network facility, anesthetist's services will be covered as in-network regardless of physician's status.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Consultant Physicians Fees , when requested and approved by the attending Physician	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Physician's Visits , benefits are limited to one visit per day. Benefits do not apply when related to the surgery. The Physicians Visits benefit will pay for a specialist visit on the same day as a Physician's visit with a referral from the Physician. Physician's Visits while confined in an Intensive Care unit will be paid at 50% of Usual and Customary Charges.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Mental Illness Treatment , benefits are limited to one visit per day. Includes all related or ancillary charges incurred as a result of a Mental and Nervous Disorder.	Paid as any other Sickness
Outpatient	
Surgical Expense: When multiple surgical procedures are performed during the same operative session, the primary or major procedure is eligible for full Allowable Amount for that procedure. The surgical procedure with the highest Allowable Amount should be priced at 100% of the Allowable Amount, and the remaining eligible procedures should be priced at 50% of the Allowable.	80% of Allowable Amount
Day Surgery Miscellaneous , related to scheduled surgery performed in a Hospital, including the cost of the operating room; laboratory tests and x-ray examinations, including professional fees; anesthesia; drugs or medicines; and supplies. Usual and Customary Charges for Day Surgery Miscellaneous are based on the Outpatient Surgical Facility Charge Index.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Assistant Surgeon	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Anesthetist , professional services administered in connection with outpatient surgery. When these services are administered at an in-network facility, anesthetist's services will be covered as in-network regardless of physician's status.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Medical Emergency Facility Services: Copayment is waived if the Insured is admitted; Inpatient hospital expenses will apply.	80% of Allowable amount after \$50 Copayment
Physician's Visits , benefits are limited to one visit per day. Benefit will pay for a specialist visit on the same day as a Physician visit with a referral from the Physician	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Physiotherapy , benefits are limited to one visit per day.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)

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X-Rays and Laboratory	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Prescription Drugs , benefit includes allergy medications	\$10 per prescription order or refill for a prescription drug or \$20 per prescription order or refill for a prescription drug
Chemotherapy and Radiation Therapy	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Injections , when administered in the Physician's office and charged on the Physician's statement.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Tests and Procedures , diagnostic services and medical procedures performed by a Physician, other than Physician's Visits, Physiotherapy, x-rays and lab procedures.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Mental Illness Treatment , benefits are limited to one visit per day. Includes all related or ancillary charges incurred as a result of a Mental and Nervous Disorder.	Paid as any other Sickness
Other	
Preventative Care Services , medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law: 1) Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the <i>United States Preventive Services Task Force</i> ; 2) immunizations that have in effect a recommendation from the <i>Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention</i> ; 3) with respect to infants, children, and adolescents, evidence-informed preventive care and screening provided for in the comprehensive guidelines supported by the <i>Health Resources and Services Administration</i> ; and 4) with respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the <i>Health Resources and Services Administration</i> . No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.	100% with no cost share at Network Providers
Pediatric Vision, up to age 19: See benefit flyer for details	100% of Allowable Amount
Pediatric Routine Dental Care, up to age 19: See benefit flyer for details	80 % of Allowable Amount
Pediatric Basic and Major Dental, up to age 19: See benefit flyer for details.	50 % of Allowable Amount
Pediatric Medically Necessary Orthodontia, up to age 19: See benefit flyer for details	50 % of Allowable Amount
Gender Reassignment Surgery: Cosmetic Surgery, procedures and drugs not covered even if related to sexual reassignment	80% of Allowable Amount

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Intercollegiate Sports: Benefits paid up to \$90,000	80% of Allowable Amount
Ambulance	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Allergy testing and related immunotherapy; except as specifically provided in the policy	Paid as any other sickness
Durable Medical Equipment , a written prescription must accompany the claim when submitted. Replacement equipment is not covered.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Dental , benefits paid on Injury to Sound, Natural Teeth and the removal of partially bony or completely bony impacted wisdom teeth.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Temporomandibular and Craniomandibular Disorders , unlimited lifetime maximum. (Temporomandibular and Craniomandibular Disorders benefit is not subject to the \$500,000 Maximum Benefit.)	Paid as any other Sickness
Alcoholism	Paid as any other Sickness
Drug Abuse	Paid under Mental Health Treatment
Maternity	Paid as any other Sickness
Routine Well-Baby Care , routine well baby benefits apply to the first birthday. Includes vaccines recommended by the ACIP when administered by an in-network provider.	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Elective Abortion	Paid as any other Sickness
Complication of Pregnancy	Paid as any other Sickness
CAT Scan, MRI, Nuclear Imaging	80% of Usual and Customary Charges, or 80% of the actual charges (whichever is less)
Congenital Conditions	Paid as any other Sickness
Gender Dysphoria/Identity (Cosmetic surgery, procedures and drugs are not covered even if related to sexual reassignment) Plan must include coverage for gender reassignment surgery, to be treated as any other sickness subject to usual and customary or preferred allowance and without dollar maximums. In addition, there must be coverage for hormonal therapy of gender identity and dysphoria conditions. Surgery and prescription drug benefits must be covered subject to the same coinsurance and deductible limits as for surgery and drugs generally.	Paid as any other Sickness
Suicide or attempted suicide while sane or insane (including drug overdose); or intentionally self-inflicted Injury;	Paid as any other Sickness

5.2.15 Benefits Provisions

A. Pharmacy Benefits

Benefits are available for outpatient Prescription Drugs on our Prescription Drug List (PDL) when dispensed by a Network Pharmacy. Benefits are subject to supply limits and copayments that vary depending on which tier of the PDL the outpatient drug is listed. There are certain Prescription Drugs that require your Physician to notify us to verify their use is covered within your benefit.

Insured are responsible for paying the applicable copayments. Copayment is determined by the following description to which the Prescription Drug is assigned on the PDL.

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\$10 per prescription order or refill for a Generic Drug
\$30 per prescription order or refill for a Brand-name Drug
\$60 per prescription order or refill for a Non-Preferred Brand-name Drug

B. Definitions

Prescription Drug or Prescription Drug Product means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.

Prescription Drug List means a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year).

C. Additional Exclusions: In addition to the policy Exclusions and Limitations, the following Exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.
3. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product.
4. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
5. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury.

D. Hospital Expense Benefits

If an Insured Person while insured hereunder becomes confined in a Hospital as a resident patient because of Accidental Bodily Injury, Sickness, or pregnancy, the Plan will pay such Hospital expenses incurred which are in excess of the "deductible" when applicable, up to the applicable Maximum Benefit specified in the Schedule of Benefits, for:

1. Daily Hospital Room and Board, subject to the \$100 Copay per admission up to the maximum specified in the Schedule of Benefits, and
2. Hospital Expenses, including operating room, drugs, blood and blood plasma (including administration thereof), X-ray examinations, radiation treatments, laboratory tests, surgical dressings, and medical supplies while Hospital confined.

If the injured person, other than newborn, is an inpatient in a health care facility on his/her Coverage Date, such person's Coverage Date will be the date of discharge.

Separate Hospital confinements are considered one period of confinement unless:

1. The later confinement commences after a period of three consecutive months free from confinement, or

2. The later confinement is due to causes entirely unrelated to the causes of the earlier confinement, or
3. In the case of an Insured Student, the confinements are separated by the ability to return to classes on a full-time basis for a period of at least ten days.

E. Surgical Expense Benefits

If an Insured Person, while insured under these provisions, undergoes a surgical procedure which results from Sickness, Injury, or pregnancy, the Plan will pay 80% of the Allowable Amount, including the usual pre- and post-operative care.

If during a single surgical session two or more operations are performed in separate or same operative fields and through separate or same incisions, the limit of payment will be 80% of the Usual and Customary Charge for any one of the operations so performed, plus 50% of the amount specified for each lesser operation.

For concurrent care of multiple injuries to bones or joints not contiguous and not in the same hand or foot, the limit of payment will be 80% of the Usual and Customary Charge for any one of the procedures so performed, plus 50% of the amount specified for each lesser procedure.

Dental surgery benefits are for injury to Sound, Natural Teeth and the removal of both partial bony and complete bony impacted wisdom teeth.

F. Assistant Surgeon Expense Benefit

Expenses for an assistant surgeon associated with a surgical procedure shall be paid in the amount specified in the Schedule of Benefits, but not exceed the actual amount charged.

G. Pre-Admission Testing / Miscellaneous Hospital Expense Benefit

Expenses for standard pre-admission tests associated with an inpatient or outpatient surgical procedure provided tests are performed within 7 days of admission shall be deemed eligible miscellaneous hospital expenses.

Hospital expenses other than those for actual surgery, which are associated with an outpatient surgical procedure and which are incurred on the same day as the procedure at the same operative session are eligible for miscellaneous expense benefits.

H. Anesthesia Expense Benefits

If an Insured person, while insured hereunder, undergoes a surgical or obstetrical procedure for which a Surgical Expense Benefit is payable, in connection therewith, incurs charges made by a licensed Physician for personally administering anesthesia who remains in constant attendance during the procedure for the sole purpose of rendering anesthesia service, the Plan will pay 80% of the Usual and Customary charges or 80% of the actual charge, whichever is less.

I. Physician's Hospital Expense Benefits

If an Insured Person, while insured hereunder, requires a Physician's visit for treatment of Sickness or Injury while confined in a Hospital as a resident patient, the Plan will pay the amount specified in the Schedule of Benefits for medical visits while so confined.

J. Consultant Physicians Fees

If the attending Physician requires the medical consult of a specialist, such expense shall be payable in the amount specified in the Schedule of Benefits, but not to exceed the actual amount charged.

K. Maternity Expense Benefits

If a female Insured Student or Insured Dependent, while insured hereunder, incurs Hospital, obstetrical or anesthesia expenses associated with normal childbirth, caesarean section, miscarriage or surgical abortion, the Plan will pay the benefits the same as any other sickness as described under:

1. Physician's visits;
2. Diagnostic services;
3. Obstetrical/surgical procedures;
4. Hospital room and board expenses;
5. Hospital miscellaneous expenses; and

6. Routine well-baby care while Hospital Confined

As specified in the Schedule of Benefits, but not to exceed the actual amount charged. Additionally, the following tests will be considered for women over 35 years of age: Amniocentesis/Alpha-Fetoprotein Screening and Chromosome Testing.

L. Newborn Infant Expense Benefits

Newborn Infant means any child born of an Insured while that person is insured under this Policy. Newborn infants will be covered under the Policy for the first 31 days after birth. Coverage for such a child will be for Injury or Sickness, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care; benefits will be the same as for the Insured Person who is the Child's parent.

M. Coverage beyond first 31 days of birth

The Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's birth: 1) apply to us; and 2) pay the required additional premium for the continued coverage. All coverage concerning the newborn will terminate at the end of the first 31 days after the child's birth if the additional insurance is not purchased through this office within 31 days after the child is born.

N. Ambulance Expense Benefits

If an Insured Person, while insured hereunder, incurs such expense in connection with professional ambulance services for transportation to the Hospital by reason of an Injury or Sickness, the Plan will pay such expenses not to exceed the applicable amount as stated in the Schedule of Benefits.

O. Outpatient Diagnostic Procedure Expense Benefits

If an Insured Person, while insured hereunder, requires an Outpatient Diagnostic procedure in connection with the treatment of an Injury or Sickness, the Plan will pay such expense limited to those scheduled services listed:

1. CT Scans the lesser of 80% of Usual and Customary Charges or 80% of the actual charge;
2. MRI the lesser of 80% of the Usual and Customary Charges or 80% of the actual charge; and
3. Nuclear imaging the lesser of 80% of the Usual and Customary Charges or 80% of the actual charge.

P. Intercollegiate Sports Benefit

Insured student athletes who are members of and are participating in intercollegiate sports sponsored by the University are covered for sports injury.

Benefits will be paid under the Schedule of Benefits for intercollegiate sports injury up to the NCAA limit, with the agreement that the proposed plan moves as the NCAA Plan moves. The present amount is \$90,000.

University is seeking primary coverage for Intercollegiate Sports to be included in this RFP. The University has a secondary athletic insurance policy from the primary plan.

Q. Accidental Death and Dismemberment Benefits Loss of Life, Limb, or Sight

If such Injury dependent of disease and bodily infirmity and within 180 days from the date of Injury solely result in any one of the following specific losses, the Insured Person or beneficiary may request the Company to pay the applicable amount below. Payment under this benefit will not exceed the Policy Maximum benefit.

For Loss Of:

Life	\$25,000
Two or More Members	\$10,000
One Member	\$5,000
Thumb or Index Finger	\$2,500

"Member" means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire

irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.

R. Payment of Benefits:

Benefits for loss of life of an Insured Student shall be made in the following order: 1) spouse, if living; 2) children, if living; 3) parents, if living; 4) estate of such Insured Student. All other benefits payable hereunder shall be paid to the Insured Student.

This benefit takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

S. Excess Provision

Even if you have other insurance, the Plan may cover unpaid balances, Deductibles, and pay those eligible medical expenses not covered by other insurance.

Benefits will be paid on the unpaid balances after your other insurance has paid. No benefits are payable for any expense incurred for Injury or Sickness which has been paid or is payable by other valid and collectible insurance.

However, this Excess Provision will not be applied to the first \$400 of medical expenses incurred.

Covered medical Expenses exclude amounts not covered by the primary carrier due to penalties imposed as a result of the Insured's failure to comply with the policy provisions or requirements.

Important: *The Excess Provision has no practical application if you do not have other medical insurance or if your other insurance does not cover the loss.*

T. Continuation Plan Privilege

The insurance company offers a Continuation Plan upon the Insured's Termination Date. The Continuation Plan does not provide the same premium rate but the benefits remain the same as the original policy. A Continuation Plan enrollment form and a description of the benefits provided may be obtained from the Insurance Company. It is the responsibility of the student to request this information.

U. Mammography Benefit

Benefits will be paid the same as any other Sickness for screening by Low-dose Mammography for the presence of occult breast cancer according to the following guidelines:

1. A baseline mammogram for women thirty-five to thirty-nine years of age.
2. An annual mammogram for women forty years of age or older.
3. A mammogram at the age and intervals considered medically necessary by the woman's Physician for women less than 40 years of age and having a family history of breast cancer or other risk factors.

"Low-dose mammography" means the x-ray examination of the breast using equipment dedicated specifically for mammography, including the x-ray tube, filter, compression device, and image receptor, with radiation exposure delivery of less than one rad per breast for 2 views of an average size breast.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

V. Benefits for Bone Mass Measurement/Osteoporosis

Benefits will be paid the same as any other Sickness for medically necessary bone mass measurement and for the diagnosis and treatment of osteoporosis.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provision of the policy.

W. Colorectal Cancer Test Benefit

Benefits will be paid the same as any other Sickness for a colorectal cancer screening with sigmoidoscopy or fecal occult blood testing once every 3 years for Insured's who are at least 50 years old or for Insured's who are at least 30 years old and who may be classified as high risk for colorectal

cancer because the Insured or a first degree family member of the Insured has a history of colorectal cancer.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provision of the policy.

X. Benefits for Mastectomy, Prosthetic Device and Reconstructive Surgery

Benefits will be paid the same as any other Sickness for the surgical procedure known as a mastectomy and the prosthetic device or reconstructive surgery incident to the mastectomy.

Benefits for breast reconstruction in connection with a mastectomy shall include:

1. Reconstruction of the breast upon which the mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prosthesis and treatment for physical complications at all stages of mastectomy, including lymph edemas.

When a mastectomy is performed and there is no evidence of malignancy, benefits will be limited to the cost of the prosthesis or reconstructive surgery to within 2 years after the date of the mastectomy. Benefits for the prosthetic device and reconstructive surgery shall be subject to the Deductible and coinsurance provisions applied to the mastectomy and all other terms and conditions applicable to other benefits under the policy.

“Mastectomy” means the removal of all or part of the breast for medically necessary reasons as determined by a licensed Physician.

Y. Cervical Cancer Screening Test Benefit

Benefits will be paid the same as any other Sickness for an annual cervical smear or pap smear test and annual Surveillance Tests for ovarian cancer for female Insured’s who are at risk for Ovarian Cancer.

Surveillance Tests for ovarian cancer means annual screening using (1) CA-125 serum tumor marker testing, (2) transvaginal ultrasound, and (3) pelvic examination.

At Risk for Ovarian Cancer means: 1) having a family history (i) with one or more first-degree relatives with ovarian cancer, (ii) of clusters of women relatives with breast cancer, or (iii) of nonpolyposis colorectal cancer, or 2) testing positive for BRCA1 or BRCA2 mutations.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

Z. Contraceptive Drug Coverage Benefit

Benefits will be paid the same as any other Sickness for all Outpatient Contraceptive Services and all outpatient contraceptive drugs and devices approved by the United States Food and Drug Administration.

Outpatient Contraceptive Service means consultations, examinations, procedures, and medical services provided on an outpatient basis and related to the use of contraceptive methods (including natural family planning) to prevent an unintended pregnancy.

Benefits shall be subject to all the Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

AA. Diabetes Benefit

Benefits will be paid as specified below for an Insured Person with type 1, type 2 or gestational diabetes mellitus for Medically Necessary equipment, supplies, foot care exams, and Diabetes Self-Management Training including medical nutrition therapy when prescribed by a Physician.

Diabetes Self-Management Training: Diabetes Self-management training means instruction in an outpatient setting which enables a diabetic patient to understand the diabetic management process and daily management of diabetic therapy as a means of avoiding frequent hospitalization and complications. Diabetes Self-management Training includes the content areas listed in the National Standards for Diabetes Self-management Education Programs as published by the American Diabetes Association, including medical nutrition therapy, which shall have the same meaning ascribed to “medical nutrition care” in the Dietetic and Nutrition Service Practices Act.

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Diabetes Self-Management Training, including nutrition education, may be provided as a part of an office visit, group setting or home visit as authorized by the Insured's Physician.

Benefits are limited to the following:

1. Up to 3 medically necessary visits to a Physician with expertise in diabetes management upon initial diagnosis of diabetes by the Insured's Physician.
2. Up to 2 medically necessary visits to a Physician with expertise in diabetes management upon a determination by an Insured's Physician that a significant change in the Insured's symptoms or medical condition has occurred. A "significant change" means symptomatic hyperglycemia (requiring assistance of another person), onset or progression of diabetes, or a significant change in medical condition that would require a significantly different treatment regimen.

Foot Care Exams: benefits will be paid the same as any other Sickness for regular foot care exams by a physician.

Durable Medical Equipment: If the policy provides benefits for Durable Medical Equipment, benefits will be paid at the same as any other Sickness for the following medically necessary equipment when prescribed by the Insured's Physician: 1) blood glucose monitors; 2) blood glucose monitors for the legally blind; 3) cartridges for the legally blind; and 4) lancets and lancing devices.

Pharmaceuticals and Supplies: If the policy provides benefits for Prescription Drugs, benefits will be paid the same as any other Sickness for the following medically necessary pharmaceuticals and supplies when prescribed by the Insured's Physician: 1) insulin; 2) syringes and needles; 3) test strips for glucose monitors; 4) FDA approved oral agents used to control blood sugar; & 5) Glucagon emergency kits.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of this policy.

BB. Prostate Cancer Screening Benefit

Benefits will be paid the same as any other Sickness for an annual digital rectal examination and a prostate-specific antigen test upon the recommendation of a licensed Physician for asymptomatic men age 50 and over; African-American men age 40 and over; and men age 40 and over with a family history of prostate cancer.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of this policy.

CC. Dental Care Services Benefit

Benefits will be paid the same as any other Sickness for anesthetics and associated Hospital or ambulatory facility charges provided in conjunction with dental care for:

1. A child age 6 or under;
2. an individual with a medical condition that requires hospitalization or general anesthesia for dental care; or
3. An individual who is disabled.

This benefit does not cover charges for the dental care itself, only the charges for the anesthesia and associated Hospital or ambulatory facility charges.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of this policy.

5.2.16 Definitions

- A. **Civil Union** means a legal relationship granted to unmarried adult partners by the State of Illinois.
- B. **Copay/Copayment** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.
- C. **Coverage Date** means the date that the insurance coverage begins.
- D. **Covered Medical Expenses** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the maximum benefit amount payable per services as specified in the Schedule of Benefits; 3) made for services and supplies not excluded under this

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- policy; 4) made for services and supplies which are Medical Necessity; 5) made for services included in the Schedule of Benefits; and 6) in excess of the amount stated as a Deductible, if any.
- E. **Deductible** means if an amount is stated in the Schedule of Benefits or any endorsement to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply per policy year or per occurrence (for each Injury or Sickness) as specified in the Schedule of Benefit.
- F. **Dependent** means a Named Insured's spouse (husband or wife), a Civil Union Partner, or a Domestic Partner and any of their dependent children. Dependent children include: an adopted child, a child who lives with the insured from the time of the filing of a petition for adoption, a stepchild or recognized child who lives with the Insured in a parent-child relationship, or a child who lives with the Insured if such Insured is a court appointed guardian of the child. Children shall cease to be dependent at the end of the month in which they attain the age of 26 years.

The Company may inquire of the Named Insured 2 months prior to attainment by a Dependent of the limiting age set forth in the policy, or at any reasonable time thereafter, whether such Dependent is in fact a disabled and dependent person and, in the absence of proof submitted within 60 days of such injury that such Dependent is a disabled and dependent person may terminate coverage of such person at or after attainment of the limiting age. In the absence of such inquiry, coverage of any disabled and dependent person shall continue through the term of such policy or any extension of renewal thereof.

A UIS student is not eligible to be covered as a dependent child on the UIS Student Accident and Illness Insurance program.

- G. **Domestic Partner** means a person who is neither married nor related by blood or marriage to the Named Insured but who is: 1) the Named Insured's sole spousal equivalent; 2) lives together with the Named Insured in the same residence and intends to do so indefinitely; and 3) is responsible with the Named Insured for each other's welfare. A domestic partner relationship may be demonstrated by any three of the following types of documentation: 1) a joint mortgage or lease; 2) designation of the domestic partner as the beneficiary for life insurance; 3) designation of the domestic partner as a primary beneficiary in the Named Insured's will; 4) domestic partner agreement; 5) powers of attorney for property and/or health care; and 6) joint ownership of either a motor vehicle, checking account or credit account.
- H. **Elective Surgery and Elective Treatment** means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any services, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.
- I. **Hospital** means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing services by Registered Nurses; 5) provides organized facilities for diagnosis and major surgery on the premises or in facilities available to the Hospital on a pre-arranged basis; and 6) is not primarily a clinic, nursing, rest or convalescent home.
- J. **Injury** means bodily injury which is: 1) the direct cause of loss, independent of disease cause of loss, independent of disease or bodily infirmity; 2) a source of loss; 3) treated by a Physician within 30 days after the date of an accident; and 4) sustained while the Insured Person is covered under this policy. All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one Injury. Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.
- K. **Insured Person** means: 1) the Named Insured; and 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the program, and 2) the appropriate Dependent premium has been paid. The term "Insured" also means Insured Person.

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- L. **Interscholastic Activities** means playing, participating and/or traveling to or from an interscholastic, club sports, professional, or semi-professional sport, contest or competition; including practice or conditioning for such activity.
- M. **Intensive Care** means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:
1. Progressive care;
 2. Sub-acute intensive care;
 3. Intermediate care units;
 4. Private monitored rooms;
 5. Observation units; or
 6. Other facilities which do not meet the standards for intensive care.
- N. **Medical Necessity** means those services or supplies provided or prescribed by a Hospital or Physician which are:
1. Essential for the symptoms and diagnosis or treatment of the Sickness or Injury;
 2. Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury;
 3. In accordance with the standards of good medical practice;
 4. Not primarily for the convenience of the Insured, or the Insured's Physician; and,
 5. The most appropriate supply or level of service which can safely be provided to the Insured.
- O. **The Medical Necessity of being Hospital Confined means that:** 1) the Insured requires acute care as a bed patient; and, 2) the Insured cannot receive safe and adequate care as an outpatient.
- No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Hospital Confinement.
- P. **Named Insured** means an eligible, registered student if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.
- Q. **Physician** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.
- R. **The term "member of the immediate family"** means any person related to an Insured Person within the third degree by the laws of the consanguinity or affinity.
- S. **Prescription Drug or Prescription Drug Product** means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.
- T. **Prescription Drug List** means a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year).
- U. **Qualifying Intercollegiate Sport** means a sport: (a.) which has been accorded varsity status by the Institution as an NCAA sport; and (b.) which is administered by such Institution's department of Intercollegiate Athletics; and (c.) for which the eligibility of the participating student athlete is reviewed and certified in accordance with NCAA legislation, rules, or regulations; and (d.) which entitles qualified participants to receive the Institution's official awards.
- V. **Sickness** means sickness or disease of the Insured Person which causes loss, and originates while the Insured Person is covered under this policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered one Sickness. Covered Medical Expenses

incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.

- W. **Sound, Natural Teeth** means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.
- X. **Student** means a student of the University of Illinois Springfield who is enrolled, in attendance, and assessed all fees (except correspondence, online, extra-mural, visiting students or students registered in absentia).
- Y. **Usual and Customary Charges** means a reasonable charge which is: 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Policyholder. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of the Usual and Customary Charges.

5.2.17 Policy Exclusions and Limitations

Outside of screening and counseling services specified in the Affordable Care Act, no benefits will be paid for: a) loss or expense caused by or resulting from; or b) treatment, services or supplies for, at, or related to:

- A. Acupuncture
- B. Learning disabilities
- C. Biofeedback
- D. Cosmetic procedures, except cosmetic surgery required to correct an Injury for which benefits are otherwise payable under this policy or for newborn or adopted children
- E. Dental treatment, except as specifically provided in the Schedule of Benefits
- F. Elective Surgery or Elective Treatment; except as specifically provided for sexual reassignment surgery as detailed in this policy
- G. Eye examinations, eyeglasses, contact lenses, prescriptions or fitting of eyeglasses or contact lenses; except as discounted by policy or when due to a disease process
- H. Foot care including: Care of corns, bunions (except capsular or bone surgery), calluses
- I. Hearing examinations or hearing aids; or other treatment for hearing defects and problems, except as a result of an infection or trauma. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process
- J. Hirsutism; alopecia
- K. Immunizations, except as specifically provided in the policy; preventative medicines or vaccinations, except where required for treatment of a covered Injury
- L. Injury caused by or resulting from or any services rendered because of or resulting from intoxication, illegal drugs, or any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician; Intoxication is defined and determined by the laws of the state where the loss or cause of the loss was incurred
- M. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation
- N. Injury sustained while (a) participating in any professional sport, contest or competition; (b) traveling to or from such sport, contest or competition as a participant; or (c) while participating in any practice or conditioning program for such sport, contest or competition. This provision does not include Inter-collegiate sports
- O. Organ transplants, only those considered experimental are excluded
- P. Participation in a riot or civil disorder; commission of or attempt to commit a felony
- Q. Pre-existing conditions will be administered in accordance with the Patient Affordability Act
- R. Reproductive/Infertility services including but not limited to: fertility tests; infertility (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception; premarital examinations; impotence, organic or otherwise; tubal ligation; vasectomy; reversal of sterilization procedures
- S. Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia;
- T. Sleep disorders
- U. Supplies, except as specifically provided in the policy
- V. Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, or gynecomastia; except as specifically provided in the policy

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- W. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment
- X. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered)
- Y. Weight management, weight reduction, nutrition programs, treatment for obesity, surgery for removal of excess skin or fat
- Z. Removal of non-malignant moles, warts or lesions
- AA. Injuries arising from Inter-scholastic activities
- BB. Prescription drug coverage is not provided for:
 - 1. Refills in excess of the number specified or dispensed after one year from the date of the prescription;
 - 2. Drugs labeled "Caution-limited by federal law to investigational use" or experimental.
 - 3. Drugs used for cosmetic purposes, including but not limited to, Retin-A, Rogaine, anabolic steroids, anorectics, etc.
 - 4. Fertility Agents or sexual enhancement medications or supplies for the treatment of impotence and/or sexual dysfunction, including but not limited to: Parlodel, Pergonal, Clomid, Profasi, Metrodin, Serophene, Viagra, Cialis or Levitra except when used to treat Medically Necessary Covered Services resulting from an organic disease or injury or illness, or congenital defect.

5.2.18 Additional Vendor Requirements: Vendor should include the following provisions in their response/proposal:

- A. The Vendor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) and any other applicable laws regulating healthcare.
- B. The Vendor agrees to be available to discuss any service issues, such as customer service complaints.
- C. The Vendor agrees to provide University with customer service person(s) that are knowledgeable about the University account including a designated point of contact who will provide consistency and continuity in coordinating service for the University Account. Members of this team shall have authority to make decisions for expeditious resolution of identified problems, be available by telephone and be expected to meet as needed with representatives of the University to discuss service issues and resolve problems and to be the main point of contact for claims-related issues.
- D. Vendor shall ensure that Insured persons have online access to claims status, Explanation of Benefits (EOBs), ID Cards, list of network providers, correspondence and coverage information by logging into a website. The website must provide for the security of an Insured Person's personal health information and must include a Message Center or equivalent self-service tool that provides a quick and easy way to view any email notifications the Vendor may send to an Insured Person.
 - 1. The Message Center must send secure email notifications to the Insured Person. The Vendor must allow the Insured Person to opt-out of electronic delivery and received notifications in hard copy form instead.
 - 2. Websites must comply with the accessibility standards set by the Illinois Technology Accessibility Act (www.dhs.state.il.us/iitaa).
- E. Vendor shall provide toll-free telephone and TDD access for customer services that shall be available to all Insured Persons and University personnel during regular business hours (8:30 am to 5:00pm CDST).
- F. Vendor shall provide electronic distribution of member information and/or enrollment materials, Notice of Privacy Practices, certificates of coverage or summary plan documents, claim forms, explanations of benefit determinations, conversion materials, exclusive provider directories with

provider identifiers, and any other communications and marketing materials based on mutual agreement between the Vendor and the University. Vendor must obtain University approval of all marketing materials, general correspondence, or materials prior to publication and distribution.

- G. Vendor shall have a disaster recovery plan and procedures, including off-site storage of critical data and specific provisions for responses to inquiries, continuation of customer services, access to eligibility files, claims processing and financial data.
- H. Vendor shall meet with University representatives to establish necessary timeline and tasks to transition between vendors. This transition needs to be completed in a spirit of transparency and collaboration for the benefit of students at the University of Illinois Springfield.

5.2.19 Enrollment Process for the Students: Vendor will provide an opportunity to immediately enroll and activate coverage for the Student using an Urgent/Emergency Enroll (~~One-Click~~) electronic option; allowing student to opt into the University's Student Health Insurance plan by initializing an agreement which will be binding for the semester. No waiver will be allowed beyond this point to the student. The Urgent Enroll access will provide students with the opportunity to print their own ID card, seek emergency care, schedule physicians visits and fill prescription medications within 48 hours of student's urgent enroll selection.

Vendor will provide an opportunity for students to opt out of the University's Student Insurance plan by method of online electronic waiver system, whereby insurance cards are uploaded as proof of alternate, creditable coverage. Waiver system will coincide with the start of each academic semester and will remain open a minimum of four weeks, but is up to the discretion of the University as to when the waiver is removed from the website. The University will maintain the right to control which waiver correspondence is sent to students by the University, and which correspondence will be sent by the vendor.

Vendor should provide information about the availability of such a website accessibility with their response.

5.2.20 Vendor's Proposed Solution to Meet the State's Requirements: Vendor must provide a Program Plan to support its proposal. This Program Plan should describe the programs, assumptions, commitments, and expectations of the Respondent in providing the services required by the University as detailed in this RFP. The Program Plan should also include reporting commitments and specific suggestions regarding communication, planning, and performance review.

5.3 Milestones and Deliverables:

Vendor will be required to have the ability to generate reports as requested by the University during the term of this contract. Reports should be given to the University representative within a week of request. Reports such as, but not limited to, enrollment summary and premium totals, claims details, summary utilization, breakdown of student demographics and actuarial tables as requested.

Vendor agrees to provide at no additional cost to the University an electronic brochure detailing coverage for enrollees and will work with University to design the electronic brochure detailing the student health insurance plan to all Enrollees.

Vendor agrees to provide the University with posters, flyers and other literature regarding all insurance processes for the purposes of informing enrollees, at no additional cost to the University.

5.4 Vendor and Staffing Specifications:

Vendor must provide the following information:

- A. The name, address, telephone, fax number and email of the account executive for this project.
- B. The name, address, telephone and email for a person who would be available to answer questions on holidays and after hours.
- C. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:
 - Technical training and education;

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- General experience;
- Specific experience with services being requested; and
- Qualifications and abilities to perform the services being requested.

- D. Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- E. Other information the Vendor deems pertinent to demonstrating its qualifications to perform the services being requested.

5.5 Transportation and Delivery Terms: N/A

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 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): _____

Anticipated / Estimated Amount to be Paid: _____

Address: _____

Description of work: _____

Subcontractor Name: _____

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

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.

5.6.3 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 5.6.2.

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.

5.8 Term:

5.8.1 Any contract resulting from this solicitation will have an initial term of **August 16, 2017 through August 15, 2018**. 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 **No Renewals**.

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 shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 5 of this Request for Proposal. Vendor’s Price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Vendor’s entire Offer non-responsive and ineligible for award.

6.1.2 Pricing shall be submitted in the following format (see tables below):
All rates quoted must be firm for the coverage period being quoted and should not include the University’s administrative fee.

Initial Term for the RFP: For the period August 16, 2017 through August 15, 2018

Schedule of Basic Medical Expense Benefits

- Unlimited Maximum Benefit (Per Injury/Illness for Policy Year for 2017-2018)
- \$400 Deductible (Per Insured Person, Per Policy Year)

The policy provides benefits for the Usual and Customary Charges incurred by an Insured Person for loss due to a covered Injury or Sickness. There will be no Maximum Benefit Cap for each Injury or Sickness for plan year.

Pricing below is the individual cost per semester for each student, spouse, or child(ren) covered.

Pricing				
	Fall 2017	Spring 2018	Summer 2018	Total Annual
per INDIVIDUAL covered	\$	\$	\$	\$

Required Pricing Considerations:

- A. In mid-2014, the State of Illinois Department of Insurance, after consulting with the U.S. Department of Health & Human Services, determined that student insurance plans are considered “individual” plans. Therefore, spouses and dependents under the University student health insurance plan must be charged the same rate as the Insured Students. Consequently, the spouse and dependent rate must be the same as the student rate.
- B. The Insurer’s premium rate must not be contingent on any minimum enrollment levels.

6.2 Type of Pricing: Pricing under this contract is firm estimated \$ _____.

6.3 Expenses Allowed: Expenses are not allowed are allowed as follows:

6.4 Discount: The University may receive a _____% discount for payment within 30 days of receipt of correct invoice.

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.

6.6 Pricing Offer: Attach additional pages if necessary or if the format of pricing specified above in Section 6.1 requires additional pages.

6.6.1 Offeror’s Price for the Initial Term August 16, 2017 to August 15, 2018: _____

6.6.2 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.

6.7 Invoicing: 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).

6.7.1 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.

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

6.8 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

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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.

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- 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

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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) University Standard Contract Template (Attachment A)

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.

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."

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.

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10. References

Vendor should provide references in the section 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.

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:

11. Form A or B

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>.

The review process for acceptance and receiving a registered IPG number can take up to fourteen (14) days to complete. Please make sure you allow for the appropriate amount of time for acceptance of your registration. Should you not have a completed registration number by the Bid/RFP Opening Date, your bid could be listed as non-responsive. If there is any question, please make sure you complete FORM A and submit with your response.

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.

ATTACHMENT A
Sample University Contract

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 <Unit Name> and (b)<Contracting Party Name><Contracting Party DBA, if appropriate>, a(n) Corporation with its principal office at <Contracting Party Address 1> <Contracting Party Address 2> <Contracting Party City>, <Contracting Party State> <Vendor Zip> (“Vendor”) or (“YOU”).

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:

<Enter Scope of Services>

2.2. Type of Services. The Services are Professional and Artistic

2.3. Work Product. As part of Vendor’s performance of Services, Vendor will furnish to University the following work product(“Work Product”):

<Enter Work Product/Deliverable(s)>

2.4. 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.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall be _____ or from the date signed by the last party to sign this Agreement through__.

3.2. Renewal Options. This contract cannot be renewed if originally made by the following exceptions to competitive selection requirements: (i) a small purchase, (ii) an emergency purchase; (iii) or a contract for professional and artistic services under \$20,000 for a term of one year or less. This contract is non-renewable.

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 other party may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

3.4. Termination for Convenience. University may terminate this contract for convenience after providing to Vendor prior written notice of at least 30 calendar days. 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.

3.5. 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. 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 \$<Rate of Compensation> for Services performed to University's reasonable satisfaction. University shall reimburse Vendor in accordance with University policy for expenses not included in the compensation rate only if preauthorized 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 \$<Maximum Amount of Contract> unless approved by written amendment to this contract in accordance with University policies.

4.2. Billing and Payment. In order to be paid, Vendor must submit a proper invoice or bill in duplicate to University's Technical Representative 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, within 90 days of its receipt. University will assign a new date of receipt to a bill resubmitted in proper form. University will pay interest at the rate of 1% a month on approved bills not paid within the 90-day period. University will not pay interest of \$5 or less and may apply 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 satisfaction.

4.4. Price Adjustments upon Renewal. If renewals are permitted, Vendor must notify University at least 60 calendar days prior to contract expiration of any changes to rates and price schedules based upon Vendor's original quotation or response to solicitation. The parties will reflect any rate/price changes in a contract amendment.

ARTICLE 5. NOTICES

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- 5.1. Delivery.** To be enforceable, all notices must be in writing and delivered to the party’s representative named below 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.

University Contract Representative	Vendor Contract Representative
Jill Menezes, CPPR University of Illinois Springfield Purchasing Department One University Plaza, MS BSB106 Springfield, Illinois 62703-5407 Telephone: 217-206-6651 Facsimile: 217-206-6607 Email: jmene1@uillinois.edu	<Contracting Party Contact Name> <Contracting Party Name> <Contracting Party Address 1> <Contracting Party Address 2> <Contracting Party City>, <Contracting Party State> <Contracting Party Zip> Telephone: <Contracting Party Phone> Facsimile: <Contracting Party Fax> Email: <Contracting Party Email>
University Technical Representative	
<Unit Contact Name> <Unit Phone> <Unit Contact Email>	
University Legal Notices	
Board of Trustees of the University of Illinois 352 Henry Administration Building, MC-350 506 South Wright Street Urbana, Illinois 61801	

ARTICLE 6. INSURANCE

Prior to beginning work, Vendor must have in place the insurance indicated below. If the University requires proof of insurance, Vendor must forward the certificate to the University’s Contract Representative and indicate the Contract Number to which it pertains. University’s receipt of a certificate of insurance does not constitute approval of Vendor’s insurance coverage. Failure of the University to obtain a certificate of insurance shall not constitute a waiver of the insurance requirements. Vendor shall ensure that all subcontractors comply with the same insurance requirements imposed on Vendor. Vendor’s failure to comply with these insurance requirements constitutes a material breach of this contract.

Limits immediately below apply if this box is checked.

Workers’ Compensation including Occupational Diseases Coverage A Coverage B	Illinois Statutory Limits \$500,000 E.L. each disease \$500,000 E.L. each employee \$500,000 E.L. policy limit
<input type="checkbox"/> Check if “sole proprietor” and Workers’ Compensation (Coverage A&B) are not applicable.	

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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.	
Commercial General Liability (occurrence coverage, and including contractual liability) - Each Occurrence General Aggregate Products-Completed Operations Aggregate Personal & Advertising Injury Fire Damage Legal Liability	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$100,000
Auto Liability (either personal or commercial, as applicable) Combined Single Limit each accident, OR Bodily Injury Property Damage	\$1,000,000 \$1,000,000 \$1,000,000
If appropriate, additional insurance requirements for this contract are checked below.	
D. <input checked="" type="checkbox"/> Professional Liability – Specialty Errors and Omissions E. <input type="checkbox"/> Professional Liability – Medical Malpractice F. <input type="checkbox"/> Employee Dishonesty G. <input type="checkbox"/> Other	\$1,000,000 per claim \$3,000,000 in the aggregate \$1,000,000 per claim \$3,000,000 in the aggregate \$150,000 each occurrence

ARTICLE 7. INDEMNIFICATION

Vendor shall fully indemnify University and its Trustees, officers, employees, agents ("University Indemnitees") against all liabilities, losses, costs, and expenses (including reasonable attorney fees) arising from any injury or death or loss of or damage to property for which University Indemnitees become liable as a result of the acts and omissions of Vendor and Vendor's subcontractors.

ARTICLE 8. SUBCONTRACTS

Vendor shall provide an attachment listing all known or anticipated subcontracts with an annual value of \$25,000 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.

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 delivered by Vendor 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 AND AUDIT

11.1. 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.

11.2. 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. YOU shall perform YOUR obligations in compliance with all relevant laws governing YOUR 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. YOU certify that neither YOU nor any of YOUR directors, officers, employees, agents or subcontractors who may provide services pursuant to this contract (collectively "Agents") 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. YOU shall provide University immediate written notice if YOU learn that this certification was erroneous when made or if YOU or any of YOUR 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. YOU further certify that neither YOU nor any of YOUR 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 and/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
- Exhibit B - Financial Disclosures & Conflicts of Interest
- Exhibit C –
- Exhibit D – (federal clauses)
- Other:

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- 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.** YOU 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.

This contract shall not be binding until signed by all parties.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
<CONTRACTING PARTY NAME>

By:

By: Printed:
Walter K. Knorr, Comptroller
Title:

Date:
Approved as to legal form by LMP on 5/16/12