

STATE OF ILLINOIS

SOLICITATION DOCUMENT

School-Based Health Services Program Administrator 2009-37-001

The Department of Healthcare and Family Services (AGENCY) is requesting Offers (bids / proposals) from responsible Vendors to meet the State's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

We are issuing this solicitation in the following form and you must take that into account when reading and responding:

- ☐ Invitation for Bids
- ☒ Request for Proposals
- ☐ Request for Proposals (Professional and Artistic Services)

Brief Description: HFS is seeking to contract with a qualified, experienced and financially sound Vendor to assist in administering the School-Based Health Services (SBHS) Program, beginning February 1, 2009. The selected Vendor will be responsible for performing all activities required to (1) implement and administer a Random Moment Time Study (RMTS); (2) use the RMTS results to calculate statewide statistics for use in Local Education Agencies' (LEA) direct services cost calculation and to the extent that Administrative Claiming for LEAs' services is federally allowed, prepare and submit Medicaid Administrative Claims to HFS on behalf of all participating LEAs for HFS' submission for federal match to the Centers for Medicare & Medicaid Services; (3) facilitate the execution of necessary Interagency Agreements between HFS and enrolled LEAs; (4) provide support for the completion and submission of the web-based direct services cost calculation forms via the HFS Medical Electronic Data Interchange (MEDI) system; (5) provide training and technical assistance to support the Direct Service claims filed by LEAs using the MEDI system; (6) provide training and technical assistance to support the Administrative Claiming process; and (7) perform other administrative functions related to the HFS SBHS Program as directed by HFS, such as assist in the claiming process of other governmental entities. The Vendor will be required to submit detail for the RMTS and, if allowed, SBHS Administrative Claims, to HFS in a specified format.

Nearly 240,000 Illinois school children participating in the SBHS Program received approximately 3.1 million units of direct medical services during fiscal year 2006. In the same fiscal year, LEAs received reimbursement of more than \$45 million for their costs to provide direct services and more than \$88 million for their administrative costs. In addition, the SBHS Program generated more than \$1.7 million in revenue for the State.

HFS is responsible to the state and federal governments for the accuracy of its claiming for federal matching dollars. The Vendor selected as a result of this procurement will contract with and be responsible to HFS for its work required by this RFP. HFS seeks to contract with the Vendor to assist in the statewide administration of the SBHS Program, effective February 1, 2009, for 38 consecutive months, with two options to renew, each for a one-year period. The Vendor must be ready to begin its RMTS functions for the quarter beginning April 1, 2009.

The Vendor will be responsible for oversight of consistent, accurate interpretations of RMTS coding requirements. The Vendor's administration of the RMTS will assist HFS in assuring the integrity of the claiming process. Use of a single Vendor employed by the State will help Illinois comply with federal regulations and address audit findings. The Vendor will also assist schools in complete reporting resulting in maximizing their Direct Service Claim through accurate and comprehensive training on Medicaid-covered services, including how to submit their Direct Service Claims.

HFS views a single Vendor as a benefit, not only to comply with State and federal requirements, but also as a cost savings to LEAs that can be achieved by employing a single Vendor across the state. Application of the single Vendor's RMTS will provide confidence in the time study methodology and application resulting in accurate maximization of federal funding; consistency of accurate information being provided; and the availability of consistent and accurate ongoing technical assistance and training.

The four main goals of the SBHS Program are to:

- 1) Ensure the integrity and the accuracy of claims filed by LEAs enrolled in the SBHS Program through one statewide Vendor that consistently applies general accounting principles, and federal and state requirements for claiming;
- 2) Ensure LEAs have a thorough knowledge of the HFS MEDI Program, which allows for the submittal of claims for direct services;
- 3) Provide training and technical assistance in support of HFS SBHS federal claiming processes; and

- 4) Foster and encourage coordination, proper referral, and information sharing regarding services required by the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) mandate and provided by community practitioners, as identified by HFS.

HFS is also seeking a vendor to assist in claiming the Medicaid costs incurred by units of local government. This includes, but is not limited to, public universities and local health departments throughout Illinois. Implementation of any such processes for other governmental entities will be at the direction of the HFS. The goals of claiming other governmental providers are consistent with those of the SBHS program.

It is also the goal of this procurement that the selected Vendor will achieve a minimum percentage of the total Contract of 15% for participation by businesses owned and controlled by minorities or females or by businesses owned and controlled by disabled persons (as defined in Section 1.8).

The successful Vendor will demonstrate a thorough knowledge of all current policies and regulations related to Administrative and Direct Service Claiming, and the Vendor will provide the following services:

Random Moment Time Study and Other Administrative Functions for LEAs

The Vendor shall be responsible for developing, implementing, and reporting to the Department the results of, a quarterly, state-wide time study based on a Random Moment Sampling methodology to determine the amount of time and associated costs LEA staff provide in support of the Medicaid program. Additionally, the Vendor shall be responsible for providing training and technical assistance to all enrolled LEAs, individually, regionally, face-to-face, telephonically, and Web-based necessary for the implementation and reporting of the RMTS results.

Direct Service Claiming

The Vendor shall provide training and technical assistance to the LEAs on HFS rules, policies and regulations and correct coding relative to submission of the Direct Service Claims. The Vendor shall provide education to LEAs on how to submit the Direct Service Claim through the use of the Medical Electronic Data Interchange (MEDI).

Other Administrative Functions

The Vendor shall be responsible for the ongoing performance of administrative functions as they relate to the SBHS Program described in this RFP, including recruiting LEAs to participate in the SBHS Program; securing HFS Interagency Agreements with LEAs; providing data systems support to LEAs; training LEAs on HFS programs and mandates, such as the Primary Care Case Management (PCCM) program and EPSDT mandate; providing system support for LEAs, such as Web sites and a toll-free telephone line; maintaining operational and procedural handbooks; acting as liaison between the LEAs and HFS; and performing other administrative functions.

Administrative Claiming

If allowed by the Centers for Medicare and Medicaid Services, the Vendor shall be responsible for using HFS software, or its own, Department-approved software, to enter accurate LEA staff, salaries, and other information, as required, to calculate aggregate LEA-specific Administrative Claim information.

Other Government Entities

At the direction of the HFS, the Vendor shall be responsible with assisting in developing and implementing claiming processes for other governmental entities. Services may include some or all of the services described above, as they relate to other governmental entities.

The Vendor must meet all requirements set forth in this RFP.

Additionally, the Vendor shall negotiate with HFS the ability to utilize the same processes detailed in this RFP for services provided by other governmental entities that may enter into agreements with the Department for certification of their costs.

The solicitation package consists of two parts:

Part A INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS: Part A consists of the following sections:

- | | |
|-----------|---|
| SECTION 1 | INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION |
| SECTION 2 | HOW WE WILL EVALUATE OFFERS |
| SECTION 3 | SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK |

These sections provide information necessary for submitting an Offer (a bid or proposal), set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

Part B OFFER RESPONSE FORMS: Part B consists of the following sections:

SECTION 4	OFFER TO STATE OF ILLINOIS
SECTION 5	RESPONSIBILITY FORMS
SECTION 6	RESPONSIVENESS
SECTION 7	PRICE
SECTION 8	CONTRACT

Your response to Part B will constitute your Offer to the State and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

In this document the State of Illinois will be referred to as "State", "Agency", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

NON-DISCRIMINATION POLICY 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.

Version 8-2008

SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

- 1.0 PROJECT CONTACT: If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any State officer or employee other than the State Project Contact. Only written answers to questions shall be binding on the State.

Name, RFP Contact: *Michael Ingram*
Agency: *Illinois Department of Healthcare and Family Services*
Location: *Bloom Building*
Street Address: *201 South Grand Avenue, East*
City, State Zip Code: *Springfield, IL 62763-0001*
Phone: *217-782-3953*
TDD: *877-204-1012*
Fax: *217-524-2530*
E-mail: *Michael.Ingram@illinois.gov*

- 1.1 VENDOR CONFERENCE / SITE VISIT: ☒ Yes ☐ No Mandatory Attendance: ☒ Yes ☐ No

Date and Time: Thursday, November 6, 2008, at 1:00 p.m., central time

Location: the Illinois Department of Healthcare and Family Services, Prescott Bloom Building, 201 South Grand Avenue, East, Springfield, Illinois 62763. The Vendor Conference will be held in the first floor, large conference room.

We will provide written responses to questions and only those written responses shall be binding. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site. Questions submitted after November 13, 2008, 5:00 p.m., will be answered at the discretion of HFS.

- 1.2 OFFER DUE DATE, TIME AND SUBMISSION LOCATION: Due Date: *[December 12, 2008]* Time: *[4:00 PM]*

DELIVER OFFERS TO:

Attn: *Marsha Teeter*
Address: *Illinois Department of Healthcare and Family Services*
201 South Grand Avenue, East, 2nd floor
Springfield, Illinois 62763-0001

LABEL ENVELOPES/CONTAINERS

Illinois Department of Healthcare and Family Services
201 South Grand Avenue, East, 2nd floor
Springfield, Illinois 62763-0001

Due Date: December 12, 2008, 4:00 p.m.

RFP Reference: 2009-37-001 SBHS Program Administrator Request for Proposals

Vendor's Information: Vendor's Name, Contact Individual's Name, Address, E-Mail Address, Phone Number and Fax Number

We will open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

- 1.3 NUMBER OF COPIES: You must submit a signed original and 15 printed copies of the Offer in a sealed container. In addition, you must submit 15 copies on CD in the following format Microsoft Word software. If this is an RFP of either type you must submit separate CDs for technical and price with the price CD sealed in the pricing envelope. See also Section 1.12 regarding requests for confidential treatment. Pricing and the Utilization Plan shall not be included on the electronic submission with the Technical Portion of the Proposal.

Pricing must be sealed separately from the technical portion of the Vendor's Proposal. Submit the Price Proposal in a separate container. The Price Proposal shall not be included in the Technical Proposal. Submit one (1) copy of the Price Proposal.

Submit one (1) original and one (1) copy of the Utilization Plan – response to Section 5, Minority, Female, Person with Disability Statue and Subcontracting Form –sealed separately from the technical portion and from the pricing portion of your Proposal. Submit the Utilization Plan in a separate container. The Utilization Plan shall not be included in the Technical Proposal.

1.4 OFFER FIRM TIME: Your Offer must remain firm for 120 days from opening.

1.5 SECURITY: Bid Bond \$ n/a Performance Bond \$ X. Upon execution of the contract, Vendor shall provide a Performance Bond (irrevocable Letter of Credit) equal to two (2) quarters fees or other security acceptable to the Agency/Buyer. The Vendor 's bond may become the property of the State should a termination of the contract for cause be necessary.

1.6 PROTEST REVIEW OFFICE:

Illinois Department of Healthcare and Family Services
Office of State Purchasing Officer
201 South Grand Avenue, East
Springfield, Illinois 62763
Phone: 217-557-5777
Fax: 217-557-6245
TDD: 800-526-5812

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE following the requirements of the Standard Procurement Rules (44 Ill. Adm. Code 1.5550). We must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest.

1.7 SMALL BUSINESS SET-ASIDE: ☐ Yes ☒ No. If "Yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm or contact the CMS Small Business Specialist at 866-ILL-BUYS, TDD 800-526-0844.

1.8 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING: ☒ Yes ☐ No. If "Yes" is marked, this solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. In addition to the number of copies requested above, you must submit an original and 1 copy of the Utilization Plan and Letter of Intent, sealed separately within the offer container. Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to the Supplier Diversity Manager at 312-814-1589 or Nancy.Quoss@illinois.gov. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award. Go to http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements for BEP certification.

1.9 PUBLIC CONTRACTS NUMBER: (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

1.10 OUT OF STATE COMPANIES: Non-Illinois Vendors must contact the Illinois Secretary of State (217-782-1834) regarding a Certificate of Authority to Transact Business in Illinois (805 ILCS 5/13). Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html.

1.11 ILLINOIS PROCUREMENT BULLETIN (Bulletin): We publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin; we cannot be held responsible if you fail to receive the optional e-mail notices.

1.12 AWARD: We will post a notice to the Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

1.14 RESERVATIONS: You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not cooperate or comply with requests for information we may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

1.15 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

1.16 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Dept. of Revenue (312-814-3215) for information about tax credits. If you receive this tax credit you must report to the Dept. of Central Management Services the number of individuals hired for whom you received tax credits. You must submit this information by August 31 of each year covering the previous 12 months (July–June) (PA 94-1067; 30 ILCS 500/45-67 and 45-70).

1.17 DEFINITIONS

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below. Any objections or questions regarding the definitions should be raised with the Agency/Buyer during the RFP process.

1.17.1 Acceptance: The point in time when the product or equipment has been fully installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.

1.17.2 Administrative Claim: For the purposes of this RFP, an Administrative Claim shall be a submission of a request of a Local Education Agency (LEA) for federal reimbursement of expenditures incurred on behalf of Title XIX-approved administrative functions, which include outreach activities designed to ensure that the entire student community has access to Medicaid-covered programs and services, as well as case management and other costs incurred for implementing and monitoring the Illinois State Medicaid plan. Administrative Claiming is used interchangeably with Administrative Claim throughout this RFP.

1.17.3 Administrative Claiming: The act of submission of an Administrative Claim.

1.17.4 Affiliates: Any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.

1.17.5 Agency/Buyer: "Agency/Buyer" or "Department" or "HFS" shall mean the Illinois Department of Healthcare and Family Services.

1.17.6 Beneficiary/Beneficiaries: Any individual determined eligible for one of the HFS Medical Programs.

1.17.7 BEP: Business Enterprise Program, as referenced in Section 1.8 and throughout the RFP. The Contract goal for this RFP is 15%.

1.17.8 Bidder: An entity that bids on the School-Based Health Services (SBHS) Program Administrator RFP.

1.17.9 Bidder Conference: A conference for potential bidders to come together in a forum that allows for questions and answers. Bidder Conference and Vendor Conference are used interchangeably.

1.17.10 Centers for Medicare & Medicaid Services: The federal agency within the U.S. Department of Health and Human Services responsible for the administration of the Medicare program and that works with the states to administer Medicaid, the State Children's Health Insurance Program (SCHIP), and the health insurance portability standards.

1.17.11 Certified: The status of receiving certification as a disadvantaged, minority or woman business enterprise by a governmental agency or private organization that provides such certifications, e.g., CMS Business Enterprise Program

- (BEP), the Illinois Unified Certification Program; the City of Chicago, Illinois; the National Minority Supplier Development Council; the Women's Business Development Center; the U.S. Small Business Administration.
- 1.17.12 **Change of Control:** Any transaction or combination of transactions as a result of which (a) ownership of a Vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.
- 1.17.13 **CMS:** The State of Illinois Department of Central Management Services and any successor organizations.
- 1.17.14 **Code:** The Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 1.17.15 **Contract:** The "Contract for Services" included with the State's Request for Proposals.
- 1.17.16 **Confidential Information:** Any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party Vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential. See also subsection 7.2.7 of Section 7 of this RFP, "Public Records and Requests for Confidential Treatment."
- 1.17.17 **Current Procedural Terminology (CPT):** A listing of HIPAA-compliant, standardized codes for reporting medical services and procedures performed by providers. The purpose of the terminology is to provide a uniform language that will accurately describe medical, surgical, and diagnostic services, and will thereby provide an effective means for reliable nationwide communication among physicians, patients, and third parties.
- 1.17.18 **Direct Service Claim:** For the purposes of this RFP, a Direct Service Claim is a claim submitted to the Agency by the LEA for those medical services provided as part of the development of either an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP), or medical services provided on behalf of a child, the medical necessity of which is prescribed within either the IEP or IFSP or as otherwise allowed by law. A Direct Service Claim is for medical services provided face-to-face to the child or, in some cases, anticipatory guidance and training provided to the parent, guardian, or caretaker relative on behalf of the child. Direct Service Claiming is used interchangeably with Direct Service Claim throughout this RFP.
- 1.17.19 **Direct Service Claiming:** The act of submission of a Direct Service Claim.
- 1.17.20 **Disease Management:** HFS contracts with McKesson Health Solutions to implement a program called Your Healthcare Plus, which serves HFS beneficiaries who are considered the disabled adult population, or who are considered frequent emergency room users or persistent asthmatics from the family health population (infants, children, and parents or caretaker relatives). Your Healthcare Plus provides a set of interventions designed to improve the health of individuals served by the program.
- 1.17.21 **Early Periodic Screening, Diagnosis and Treatment (EPSDT):** The Early Periodic Screening, Diagnosis and Treatment mandate of the federal government to ensure children birth through age twenty receive the number of health screenings, immunizations, and oral health visits identified as standard practice; diagnoses of conditions; and any follow-up care as indicated in the examination. States submit a yearly report to the Centers for Medicare & Medicaid Services, which depicts the state's participation rates based on age cohorts.
- 1.17.22 **Federal Fiscal Year (FFY):** The fiscal year for federal government begins on the first day of October of each calendar year and ends on the last day of September of the following calendar year. For example, FFY '09 begins October 1, 2008, and ends September 30, 2009.
- 1.17.23 **Filing:** Where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the services contained therein available for consumption.
- 1.17.24 **Fraud:** Intentional deception or misrepresentation made by a Person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other Person, including any act that constitutes fraud under applicable federal or State law.
- 1.17.25 **Healthcare Common Procedure Coding System (HCPCS):** The standard HIPAA code set for reporting supplies, orthotic and prosthetic devices, and durable medical equipment. In combination with the Current Procedure Terminology (CPT) codes, it is also used to report physician and other health care services.
- 1.17.26 **HFS:** The Illinois Department of Healthcare and Family Services and any successor department. HFS was formerly known as the Illinois Department of Public Aid (IDPA). In this RFP, HFS is also referred to as the Department or Agency/Buyer.
- 1.17.27 **ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
- 1.17.28 **Individuals with Disabilities Education Act (IDEA):** The federal law that mandates that a free and appropriate public education be available to all school-age children with disabilities. It is also known as Public Law 105-17.
- 1.17.29 **Individualized Education Program (IEP):** Also known as Individualized Education Plan, a written plan for every student receiving special education services that contains information, such as the student's special learning needs, the specific special education services required for the student, and medical services required by the student. The IEP serves to guarantee the necessary supports and services that are agreed upon and written for the child. The IEP is

- created through a team effort and reviewed at least once a year. By federal law, a multidisciplinary team must determine that (1) the child has a disability, and (2) the child requires special education and related services to benefit from the general education program.
- 1.17.30 **Individualized Family Service Plan (IFSP):** The IFSP is a written plan for infants and toddlers with disabilities, developed in cooperation with the child's parents or guardian, that describes educational and medical services to be provided and expected outcomes.
 - 1.17.31 **Ineligible Person:** A Person who (1) under either Section 1128 or Section 1128A of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in or has voluntarily withdrawn from participating in, as the result of a settlement agreement, any program under federal law including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act; (2) has not been reinstated in the Medical Assistance Program or federal health care programs after a period of exclusion, suspension, debarment, or ineligibility; or (3) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Medical Assistance Program, or (4) has been convicted of murder or a Class X felony and has not been reinstated in the Medical Assistance Program.
 - 1.17.32 **Interagency Agreement:** A written agreement between LEAs and HFS that describes and defines each of the entities' responsibilities under the SBHS Program.
 - 1.17.33 **Local Education Agency (LEA):** A public elementary or secondary school district, or special education cooperative, also referred to as a "joint agreement."
 - 1.17.34 **Medical Electronic Data Interchange (MEDI):** HFS' system for access to HFS Internet applications. It is designed to be available 24-hours a day, 7 days a week. Information on MEDI and its usages is available at <http://www.myhfs.illinois.gov/>.
 - 1.17.35 **Medical Assistance:** means the program administered by HFS under Articles V and VI and Section 12-4.35 of the Illinois Public Aid Code, 305 ILCS 5/5-1 et seq. and 5/6-1 et seq., and Titles XIX and XXI of the Social Security Act, 42 U.S.C. 1396 et seq.
 - 1.17.36 **Medical Home:** A medical home is the doctor's office or clinic where an Medicaid eligible individuals goes to receive services from their Primary Care Provider; their medical home is where the individual's health records are kept.
 - 1.17.37 **Medical Programs:** The health care programs for which HFS makes payment or facilitates the claiming of federal financial participation, including but not limited to the Illinois Medical Assistance Program administered under Articles V, VI and XII of the Illinois Public Aid Code (305 ILCS 5/5-1 et seq., 5/6-1 et seq., and 5/12-1 et seq.); Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.); Title XXI of the Social Security Act (42 U.S.C. 1397), the State Children's Health Insurance Program administered under 215 ILCS 106/1 et seq., and the State health care purchasing for which HFS is responsible pursuant to that specified in the Covering All Kids Health Insurance Program Act, and in Executive Order 2005-3, as delineated at: <http://www.illinois.gov/Gov/pdfdocs/execorder2005-3.pdf>.
 - 1.17.38 **Medicaid:** Title XIX of the Social Security Act.
 - 1.17.39 **Offer:** The Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by the Vendor.
 - 1.17.40 **Offer Firm Time:** Offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful contract negotiations, at any time during the Offer Firm Time.
 - 1.17.41 **Office of Inspector General (OIG):** HFS' OIG has as its mission to prevent, detect and eliminate fraud, waste, abuse, misconduct and mismanagement in the programs administered by HFS.
 - 1.17.42 **Parties:** The State of Illinois and the Vendor.
 - 1.17.43 **Performance Guarantee:** The Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.
 - 1.17.44 **Primary Care Case Management (PCCM) Program:** A statewide program, Illinois Health Connect, implemented in July 2006 for most persons covered by HFS Medical Programs. Beneficiaries who are enrolled in Illinois Health Connect will have a medical home through a Primary Care Provider (PCP).
 - 1.17.45 **Person:** Any individual, corporation, proprietorship, firm, partnership, trust, association, governmental authority or other entity, whether acting in an individual, fiduciary, or other capacity.
 - 1.17.46 **Price:** The "lowest price" shall be interpreted to be the best overall economic Proposal for the Statewide SBHS Program.
 - 1.17.47 **Primary Care Provider (PCP):** A Provider established as a "medical home" for a Beneficiary. The designated PCP will provide all care within their scope of practice and make referrals for specialty care.
 - 1.17.48 **Prior Approval:** HFS' review and written approval of any of the Vendor's materials including but not limited to, subcontracts, intended courses of conduct or procedures or protocols, before such materials are used, executed, implemented or followed.
 - 1.17.49 **Proposal:** The response to this RFP submitted to HFS by the Vendor.
 - 1.17.50 **Project Contact:** The person identified in the SBHS Program Administrator RFP is the only person with whom the Bidder may have contact.
 - 1.17.51 **Protected Health Information (PHI):** Information created or received from or on behalf of a Covered Entity as defined in 45 CFR 160.103, that relates to the provision of care to an individual. PHI includes demographic information that identifies the individual or about which there is a reasonable basis to believe, can be used to identify the individual. PHI is the information transmitted or held in any form or medium.

- 1.17.52 **Provider:** Any LEA or special education cooperative that is enrolled with HFS to provide covered medical services to a Beneficiary.
- 1.17.53 **Quality Assurance (QA):** A formal set of activities to review and affect the quality of services. QA includes quality assessment and corrective actions to remedy any deficiencies identified in the quality of the Vendor's services or LEAs' participation in the SBHS Program.
- 1.17.54 **Quality Assurance Plan (QAP):** The Vendor's plan, developed and implemented as approved by HFS, that identifies roles and responsibilities to ensure internal processes are in place to monitor quality and program integrity and the Vendor's compliance with all functions required under the Contract resulting from this procurement. The Quality Assurance program requirements are located in Appendix F.
- 1.17.55 **RFP/RFP P&A:** The State's Request for Proposals (Professional & Artistic Services, if applicable) or any amendments thereto.
- 1.17.56 **Random Moment Time Study (RMTS):** As outlined in the Office of Management and Budget (OMB) Circular A-87 11h (5), this study includes a random moment sampling of staff activities relating to reimbursable federal programs. Random moment sampling is a recognized and accepted alternative to burdensome 100% time reporting. Details of staff activity are requested at random times during the sample period that is typically a fiscal quarter. Having collected the required number of valid responses, an RMTS can estimate with 95% or greater confidence the percent of the total time the sampled population is spending on each activity.
- 1.17.57 **Responses:** When used in association with the term "RFP" refer to the Vendor (s) replies, clarifications, revisions, and additions to the State's Request for Proposals.
- 1.17.58 **School-Based Health Services (SBHS):** Medical Programs-funded initiative that provides reimbursement for eligible costs incurred by LEAs to provide medical services related to a child's Individualized Education Program (IEP) or other identified medical need. Some program administrative costs are also currently reimbursed. A federal regulation issued by the Centers for Medicare and Medicaid Services in December 2007 states that Federal Medicaid payments will no longer be available for administrative activities performed by school personnel. See 42 CFR 431.53, 42 CFR 433.20, and 42 CFR 440.170
- 1.17.59 **Security:** The Vendor may be required to provide Offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Agency/Buyer. The security shall be forfeited if the selected Vendor withdraws its Offer before the expiration of the Offer Firm Time or after the Agency/Buyer issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate Contract terms in good faith. Security submitted by Vendors will be returned when the Offers expire, are rejected, or the Agency/Buyer enters into a Contract with the successful Vendor, whichever is earliest.
- 1.17.60 **State:** The State of Illinois, as represented through any agency, department, board, or commission.
- 1.17.61 **State Facility:** Any facility, site or location owned, managed, controlled or operated by the State.
- 1.17.62 **State Fiscal Year (SFY):** The State of Illinois' fiscal year begins on the first day of July of each calendar year and ends on the last day of June of the following calendar year. For example, FY '09 begins July 1, 2008, and ends June 30, 2009.
- 1.17.63 **State Liaison:** When applicable, the CMS employee who shall act as a centralized liaison between Vendor(s) and Agency/Buyer with respect to all matters relating to the administration of this Contract.
- 1.17.64 **Third Party:** Any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.
- 1.17.65 **Title XIX of the Social Security Act:** Title XIX of the Social Security Act provides federal grants to states for medical assistance programs. Originally enacted by the Social Security Amendments of 1965 and Public Law 89-97, Title XIX was approved July 30, 1965. Title XIX is known as Medicaid, and is administered by the Centers for Medicare & Medicaid Services.
- 1.17.66 **Title XXI of the Social Security Act:** Title XXI of the Social Security Act created the State Children's Health Insurance Program (S-CHIP). The purpose of the law is to assist states in initiating and expanding children's health assistance programs to uninsured, low-income children.
- 1.17.67 **Utilization Plan:** The Vendor's written commitment to meet the Business Enterprise Program's (BEP's) established goal for the Contract.
- 1.17.68 **Vendor:** Any person, firm, corporation, partnership, limited liability company, joint venture, business trust, association or other entity that is willing and able to meet the stated needs of the Agency and is awarded a contract to provide services.
- 1.17.69 **Vendor Conference:** A conference for potential bidders to come together in a forum that allows for questions and answers. Bidder Conference and Vendor Conference are used interchangeably.

SECTION 2 - HOW WE WILL EVALUATE OFFERS

2.0 OFFER RESPONSE FORMS: We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

2.1 EVALUATION CATEGORIES: We evaluate four categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

2.1.1 ADMINISTRATIVE COMPLIANCE: We will determine whether your Offer complied with the Instructions for submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.2 RESPONSIBILITY: We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business. Factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. You must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

2.1.3 RESPONSIVENESS: We will determine whether the Offer meets the stated requirements. Minor differences or deviations that do not affect the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement. 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.

2.1.4 PRICE: We will identify the lowest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank Offers in order of Price when appropriate.

2.2 AWARD: We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the best value as shown by the combination of Responsiveness and Price.

We will determine how well Offers meet the Responsiveness requirements. We will rank Offers, 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 receive fewer than the minimum required points will not be considered for Price evaluation and award.

If we do not consider the Price to be fair and reasonable, including in relation to the next highest ranked Vendor, and we cannot negotiate to an acceptable Price, we reserve the right to award and negotiate with the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below.

2.2.1 The chart below shows the elements of Responsiveness that we will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 975. Vendors who do not receive 690 of the total "responsiveness" points will not be considered for price evaluation and award.

Responsiveness Elements	Weight
Implementation Plan for Understanding of and Administration of the School-Based Health Services Program	505 points
Reporting and Data Systems	170 points
Qualifications of Vendor's Staff, including Prior Experience	300 points

2.2.2 The total number of points for Price is 300. Each of the two price proposals will be considered independent of the other but will total 300 points. We will determine Price points using the following methodology for Price Proposal 1:

2.2.2.1 A fixed price fee for the services required for a statewide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 5%. Total points possible = 32. Points awarded based on the following formula:

$32 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.2 A fixed price fee for the services required for a statewide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 2%. Total points possible = 48. Points awarded based on the following formula:
 $48 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.3 A fixed price fee for the services required for Administrative Claiming as described in Section 3.2.2. Total points possible = 35. Points awarded based on the following formula:
 $35 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.4 A fixed price fee for the services required for Direct Service Claims as described in Section 3.2.3. Total points possible = 10. Points awarded based on the following formula:
 $10 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.5 A fixed price fee for the services required for other administrative functions as described in Section 3.2.4. . Total points possible = 25. Points awarded based on the following formula:
 $25 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

We will determine Price points using the following methodology for Price Proposal 2:

2.2.2.6 A fixed price fee for the services required for a statewide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 5%. Total points possible = 40. Points awarded based on the following formula:
 $40 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.7 A fixed price fee for the services required for a statewide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 2%. Total points possible = 55. Points awarded based on the following formula:
 $55 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.8 A fixed price fee for the services required for Direct Service Claims as described in Section 3.2.3. Total points possible = 20. Points awarded based on the following formula:
 $20 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.2.9 A fixed price fee for the services required for other administrative functions as described in Section 3.2.4. . Total points possible = 35. Points awarded based on the following formula:
 $35 \times (\text{Lowest Price/Offeror's Price}) = \text{component price points}$

2.2.3 The maximum number of points is 1275 (Responsiveness 975 + Price 300).

SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

3.1 AGENCY'S NEED FOR SUPPLIES / SERVICES

HFS is the single State agency responsible for the administration of Title XIX (Medicaid) and Title XXI (SCHIP) of the Social Security Act, and the State's All Kids Program, and has within its responsibilities administration of other medical programs. HFS' mission, to improve the lives of Illinois' families through health care coverage, child support enforcement and energy assistance, has as its ultimate goal, "to make Illinois a better place by empowering families to improve their health and their lives."

HFS Medical Programs have an enrolled population of approximately two (2) million Beneficiaries, of which approximately 1.4 million are under the age of 21 (1.1 million under age 21 enrolled under Title XIX). According to the Illinois State Board of Education, Illinois public elementary and secondary schools had an enrolled population of 2,111,706 for the 2005-2006 school year (less pre-Kindergarten).

In July 2006, the State of Illinois implemented a new program called Illinois Health Connect, which is a statewide Primary Care Case Management (PCCM) Program for most persons covered by an HFS Medical Program. Beneficiaries who are enrolled in Illinois Health Connect will have a medical home through a primary care provider (PCP). For additional information, refer to the PCCM Fact Sheet available at http://www.hfs.illinois.gov/assets/pccm_fs.pdf. EPSDT-mandated services are provided or coordinated by the PCP. The PCP will also make or approve referrals for specialty care, with the exception of services that are considered direct access services, which includes LEA services. LEAs play an important role in providing certain direct or administrative services under EPSDT and referring a child to their PCP.

The Medicare Catastrophic Coverage Act (Public Law 100-360), as amended in 1988, is the foundation for the relationship between Medicaid and education. Medicaid pays for costs of direct, medically necessary services provided to eligible children who have disabilities in accordance with the Individuals with Disabilities Education Act (IDEA). Illinois has actively supported this relationship since 1992, primarily because of its commitment to ensure that all children have access to EPSDT-mandated services as provided or identified by a Primary Care Provider (PCP).

HFS is seeking to contract with a qualified, experienced and financially sound Vendor beginning February 1, 2009. The selected Vendor will be responsible for performing all activities required to (1) implement and administer a Random Moment Time Study (RMTS); (2) use the RMTS results to calculate statewide statistics for use in LEAs' direct services cost calculation and to the extent that Administrative Claiming for Local Education Agencies (LEA) services is federally allowed, prepare and submit Medicaid Administrative Claims to HFS on behalf of all participating LEAs for HFS' submission for federal match to the Centers for Medicare & Medicaid Services; (3) facilitate the execution of necessary Interagency Agreements between HFS and enrolled LEAs; (4) provide support for the completion and submission of the web-based direct services cost calculation forms via the HFS Medical Electronic Data Interchange (MEDI) system; (5) provide training and technical assistance to support the Direct Service claims filed by LEAs using the MEDI system; (6) provide training and technical assistance to support the Administrative Claiming process; and (7) perform other administrative functions related to the HFS SBHS Program as directed by HFS, such as assist in the claiming process of other governmental entities. At the direction of the HFS, the Vendor shall also assist in some or all of these tasks as they relate to claiming the costs of other governmental entities. All detailed reporting by the Vendor will be in a format specified by HFS.

Nearly 240,000 Illinois school children participating in the SBHS Program received approximately 3.1 million units of direct medical services during fiscal year 2006. In the same fiscal year, LEAs received reimbursement of more than \$45 million for their costs to provide direct services and more than \$88 million for their administrative costs. In addition, the SBHS Program generated more than \$1.7 million in revenue for the State. Approximately 880 school districts participated in the SBHS administrative claiming program in 2007 – 2008. Appendix C presents a sample list of school districts that participated in the SBHS program in 2007-2008. A complete listing will be available to potential vendors at the vendor conference.

At present, LEAs that have executed an Interagency Agreement with HFS can choose to participate in Administrative Claiming, Direct Service Claiming, or both, and may receive federal Medicaid reimbursement, using their non-federal tax dollars as the State's share. Administrative Claiming must be based on allowable administrative costs related to the Medicaid program and Direct Service Claiming must be related to Medicaid-covered services provided face-to-face to the child or, in some cases, anticipatory guidance and training provided to the parent, guardian, or caretaker relative on behalf of the child. HFS anticipates a cost saving to the LEAs by employing a single Vendor across the state.

Time study results are currently used to document costs in support of Administrative Claims and Direct Service Claims. Because the availability of administrative claiming in the future is uncertain, the Vendor is asked to bid this project with the known services of implementing RMTS, providing support for Direct Services, providing support with other administrative functions, and potentially preparing Administrative Claims, as long as such claims are allowed.

In addition to the LEA claiming processes, the HFS currently claims the Medicaid administrative costs of over 80 local health departments, as well as the costs of providing physician services incurred by the medical schools of the University of Illinois and Southern Illinois University.

3.1.1 Current LEA Claimed Costs: Currently, in Illinois, eligible administrative costs as well as costs for direct services may be claimed for SBHS provided by LEAs that have an executed Interagency Agreement with HFS.

3.1.1.1 Administrative Services: Schools may claim some costs for the administration of the program, which includes staff salaries and other costs associated with LEA staff. Allowable Administrative Claims include outreach activities designed to ensure that the entire student community has access to Medicaid covered programs and services. LEAs may claim costs for specific administrative activities.

3.1.1.2 Direct Services: Schools may also claim costs for medical services provided directly (face-to-face) to the student or to the parent, guardian, or caretaker relative in relation to the student.

3.1.2 Current Claiming of Other Governmental Entities: Local health departments may claim certain administrative costs incurred in administering the Family Case Management program. These costs are documented through the Department of Human Services' Cornerstone system. Physician service costs of Illinois two public medical schools are documented through cost reports. The HFS is currently expanding its ability to claim additional Medicaid costs incurred by these and other governmental entities.

3.1.3 Goals and Objectives.

3.1.3.1 Goals. The four main goals of the School-Based Health Services Program, as well as that of other governmental entities are to:

- 3.1.3.1.1 Document costs and ensure the integrity of all claims filed by other governmental entities and LEAs enrolled in the SBHS Program through one statewide Vendor that consistently applies general accounting principles, and federal and State requirements for claiming;
- 3.1.3.1.2 Ensure other governmental entities and LEAs have a thorough knowledge of the HFS MEDI Program, which allows for the submittal of claims for direct services;
- 3.1.3.1.3 Provide training and technical assistance in support of HFS SBHS federal claiming processes and processes for other governmental entities, and;
- 3.1.3.1.4 Foster and encourage coordination, proper referral, and information sharing regarding services required by the EPSDT mandate and provided by community practitioners, as identified by HFS.

3.1.3.1.5 It is also the goal of this procurement that the selected Vendor will achieve a minimum percentage of the total Contract of 15% for participation by businesses owned and controlled by minorities or females or by businesses owned and controlled by disabled persons.

3.1.3.2 Objectives. The four main objectives of this procurement relate to the areas of the RMTS, Administrative Claim, Direct Service Claim, and Other Administrative Functions, as follows:

- 3.1.3.2.1 Implement and administer the RMTS to capture necessary information from LEAs to be used to document Direct Services costs, and if allowed, document costs in support of Administrative Claims.
- 3.1.3.2.2 Provide sufficient information and training to the LEAs such that they are able to successfully submit Direct Service Claims using the HFS MEDI system.
- 3.1.3.2.3 Perform other administrative functions on behalf of HFS, such as coordinating Interagency Agreements with the LEAs, providing student eligibility information to LEAs, offering a toll-free telephone and Web site for LEAs, and coordinating with other HFS programs, including the HFS Dental, PCCM, and Disease Management programs, as appropriate.
- 3.1.3.2.4 At the direction of the HFS, implement and administer existing and expanded processes to identify and support fee for service and administrative claiming of other governmental entities.

3.2 SUPPLIES AND/OR SERVICES REQUIRED

The Vendor shall provide a written description of its program and how the Vendor will perform all required functions within its Proposal. The Vendor shall be required to submit to HFS (for approval), within thirty (30) days after the award of the Contract, a more comprehensive written plan that contains greater detail specific to Illinois. Any deficiencies in the plan shall be corrected within five (5) days of identification of those deficiencies and submitted to HFS, for review and approval.

Information about SBHS Administrative Claiming can be found on the HFS Web site at: <http://www.SBHSillinois.com>. Information about MEDI/Internet Electronic Claims (IEC) and submission of a Direct Service Claim can be found on the HFS Web site at: <http://www.myhfs.illinois.gov/> under MEDI/IEC Training. Provider handbooks and SBHS policy manuals, including Chapter U-200 Handbook for Local Education Agencies, a Fee-For-Service Program Policy And Procedures handbook for school-based Direct Service Claiming (Chapter U-200), and the Illinois Guide for School-based Health Services Administrative Claiming may be viewed or downloaded through the program's Web site at: <http://www.sbhillsillinois.com/>.

All Vendor materials, including, but not limited to, software development; training packets; methods to identify eligible children; quality assurance procedures; staff training materials and guidelines; and Internet site materials require HFS prior approval. Any changes in materials shall also require HFS prior approval. The costs associated with the development, maintenance and update of such material, including its system and software needed to support the administrative functions described throughout this RFP, shall be borne by the Vendor. The Vendor shall be responsible for the following:

3.2.1 Random Moment Time Study (RMTS): The Vendor shall conduct the RMTS on a quarterly basis. Quantified results from the time study will be used to allocate the amount of time staff spent on Medicaid and non-Medicaid reimbursable activities. These results will also be utilized to calculate the relevant statewide percentages used in the calculation of LEA-specific Direct Services rates. The results will also be used to calculate costs associated with an Administrative Claim. The Vendor should submit a sampling methodology for the RMTS that is consistent with and complies with the sampling plan criteria delineated in HFS' Illinois Guide for School Based Health Services Administrative Claiming, Section 11.6 (h) of OMB Circular A-87, and applicable federal rules. The Vendor submission must also include a résumé of its expertise in conducting RMTS activities as detailed in this Section. The proposed RMTS methodology must include detailed clarifying descriptions of each of the following proposed sample characteristics:

- 3.2.1.1 The sample size. The sample size necessary to assure statistical validity based on the number of personnel providing Direct Medical Services. It is not yet determined the sample size that the Centers for Medicare and Medicaid Services will require. Therefore, the sample size must include a description for assuring validity at the 95/5 level and the 95/2 level.
- 3.2.1.2 The sampling method. A description of the RMTS sampling method, including a discussion of the sample selection procedure.
- 3.2.1.3 Assuring homogeneity. A discussion of how homogeneity will be assured and how such assurance affects the sample size.
- 3.2.1.4 A comprehensive discussion of how the method adequately represents the universe of the sample units.
- 3.2.1.5 A discussion on how the sample results will be used to calculate the claim. In order to eliminate individual time study participants interpreting and coding the activities at their assigned moment, the Agency requires that a vendor's proposed sampling methodology include a specification for single source interpretation and coding of all time study participants' activities. This requirement necessitates a process whereby time study participants only describe and report their activity at the sample moment.

In addition, the methodology employed must address the following specifications:

- 3.2.1.6 The Vendor shall be responsible for the development, implementation and ongoing maintenance of the statewide, RMTS sampling methodology.
- 3.2.1.7 The Vendor will be responsible for promoting consistency, accuracy, and no variations of interpretation of time study coding requirements. The Vendor submission must include a specification for primary and secondary review of the sampled moment activity descriptions and assigned codes to ensure consistency and compliance with HFS code definitions.
- 3.2.1.8 The Vendor shall create a universal sample pool database of LEA staff members eligible to participate in the time studies. The Vendor shall define a methodology necessary to assure homogeneity among sampled groups. The Vendor shall randomly select a sample of staff and moments, using a statistically valid methodology necessary to attain a precision level of +/- 5% and +/- 2%, with a 95% confidence level. The methodology should provide for over-sampling of moments in order to ensure that the sampling objectives are met. Such methodology shall be provided to HFS for prior approval.
- 3.2.1.9 The Vendor must assure that all LEA staff participating in the RMTS meet all credentialing and regulatory requirements.
- 3.2.1.10 The Vendor shall produce quarterly and special reports pertinent to the Centers for Medicare & Medicaid Services, HFS, and other entities, as requested and approved by HFS. Any costs associated with the production of such required reports shall be borne solely by the Vendor.
- 3.2.1.11 To the extent that Administrative Claiming for LEA services is federally allowed, the Vendor shall maintain LEA-specific information for the Administrative Claim, including, but not limited to, quarterly claim summaries, staffing information supplied by the LEAs, and other pertinent information concerning the Administrative Claim, for access by the respective LEA. See Section 3.2.4.5, (Web site requirements).
- 3.2.1.12 The Vendor shall develop and maintain quality measures necessary to assure the accuracy and integrity of the RMTS and provide reports regarding such measures to HFS. These quality assurance measures shall be detailed in the Vendor's Quality Assurance Plan, Section 3.2.4.5, and Appendix F.
- 3.2.1.13 The Vendor will create, distribute, and present a complete RMTS training program, which must be prior approved by HFS. This training is necessary for the initial and ongoing implementation the statewide RMTS. In addition, telephone training, as requested, and Web-based training modules shall be developed and provided by the Vendor. Additional training, as requested by the LEA or HFS, shall also be made available to the LEA staff.
- 3.2.1.14 At the direction of the HFS, RMTS processes similar to that described for LEAs, will be developed and implemented for other governmental entities.

3.2.2 Administrative Claiming: The Vendor shall be responsible for possessing a working knowledge of all State and federal policies, regulations and procedures regarding SBHS Administrative Claiming. A portion of an Administrative Claim will be relevant to any child in school, while other portions of the Claim may only be applicable to Medicaid-eligible children. Those children eligible through HFS Medical Programs will not be eligible for all portions of the Administrative Claim.

3.2.2.1 The Vendor shall be responsible for collecting all allowable expenditure information from participating LEAs and importing into the HFS software, the Local Education Agency Outreach Payment System (LEA Outreach), or its own, Department-approved software, to compute individual LEAs' Administrative Claims. The Vendor shall also be responsible for verifying the accuracy of the LEA information to the extent possible. The Vendor proposal for data collection and submission of the Administrative Claims must comply with and be consistent with the requirements specified in the Illinois Guide for School-based Health Services Administrative Claiming.

3.2.2.2 The Vendor shall be responsible for developing a standardized, Internet-based system for collection of RMTS information.

3.2.2.3 The Web-based system must be approved by HFS and must conform to the HFS Web Master guidelines. Screens must conform to the requirements for readability, as set forth in the Americans with Disabilities Act (ADA) standards. The Vendor shall provide HFS with a working prototype for HFS review and prior approval. The Vendor's system must be able to capture additional data elements as may be required by HFS at no additional cost and without a Contract amendment.

3.2.2.4 The Vendor shall ensure that the Web-based software system is developed and populated with the required LEA information for RMTS activities. The Vendor must populate the software system with LEA staff, salaries, and other accurate information as required to calculate aggregate LEA-specific claim information. The current policy manual for SBHS Administrative Claiming, Illinois Guide to School-Based Administrative Claiming, shall be revised to reflect the Vendor's responsibility to conduct the RMTS, collect cost data, and submit such data to HFS in the prescribed format using HFS software or its own, Department-approved software. The Vendor shall be responsible for implementing the Administrative Claiming process. The Vendor shall be required to provide the following services, under the direction and control of HFS, to all enrolled, participating LEAs:

3.2.2.4.1 **Collection of Financial Data from LEAs:** The Vendor will be responsible for collecting financial data from individual LEAs, including but not limited to, indirect cost rate; claimable materials and supplies; expenditures for insurance, rental, dues and fees, and interest payments; and salaries, benefits, training costs, and travel costs for LEA personnel. The Vendor shall verify that the expenditures accumulated for the Claim include only actual expenditures incurred during the relevant claiming period from the LEAs' financial accounting systems. The Vendor shall verify that the expenditures do not include those paid with federal funds.

3.2.2.4.2 **Collection of Data from State Agencies:** The Vendor will be responsible for assisting HFS with the collection and editing of other essential data from State agencies, including, but not limited to:

3.2.2.4.2.1 Annual enrollment data, including total enrollment and enrollment of special education students, provided by the Illinois State Board of Education (ISBE).

3.2.2.4.2.2 Validating and correcting records contained in an HFS Recipient Database extract file for geo-coding of the corresponding ISBE Region-County-District code of the school district of each recipient record in the data file.

3.2.2.4.3 **Training for Administrative Claim:** The Vendor will create, distribute, and present a complete Administrative Claim training program, which must be prior approved by HFS. This training is necessary for the implementation and ongoing Administrative Claiming based on results of the statewide RMTS. In addition, telephone training, as requested, and Web-based training modules shall be developed and provided by the Vendor. Additional training, as requested by the LEA or HFS, shall also be made available to the LEA staff.

3.2.2.4.4 **Other Governmental Providers:** At the direction of the HFS, processes similar to that described for LEAs, will be developed and implemented as necessary to claim the administrative costs incurred by other governmental entities.

3.2.3 **Direct Service Claiming:** The Vendor shall be responsible for a thorough knowledge of the Direct Service Claim process. The Vendor will be required to:

3.2.3.1 Provide training and technical assistance to the LEAs on HFS rules, policies and regulations relative to Direct Service Claiming.

3.2.3.2 The Vendor shall make recommendations for updates and edits to the LEA handbook for Direct Service Claims, Chapter U-200.

3.2.3.3 The training shall include, at minimum, covered services; correct Current Procedural Terminology (CPT) and Healthcare Common Procedure Coding System (HCPCS) coding, as relevant to the SBHS Program; and eligibility of providers and beneficiaries.

3.2.3.4 The Vendor shall provide face-to-face training no less than on an annual basis, which includes complete and comprehensive instructions on the Medical Electronic Data Interchange (MEDl) system used for submittal of Direct Service Claims to HFS. Such training shall be on a regional basis.

3.2.3.5 Additional training shall be provided by the Vendor via telephone and through a Web-based training program, as developed by the Vendor and prior approved by HFS.

3.2.3.6 The Vendor shall be responsible for validating the LEAs' annual completion and transmission of the Web-based Cost Calculation Form. This will include review of the submissions by LEAs to determine data accuracy and reasonableness; follow-up with the LEAs and amending specific Cost Calculation Forms when necessary; and re-submitting in a format specified by HFS.

3.2.3.7 The Vendor will not be allowed to file Direct Service Claims for the schools, as this responsibility will remain with the schools.

3.2.3.8 Other Governmental entities: At the direction of the HFS, processes similar to that described for LEAs, will be developed and implemented as necessary to claim fee for service costs incurred by other governmental entities.

3.2.4 Other Administrative Functions: The Vendor shall be responsible for the ongoing performance of other administrative functions as they relate to the SBHS Program, as described in this RFP. In addition to the functions described below for the LEA program, similar functions may be required for other governmental entities.

3.2.4.1 **HFS Interagency Agreements with LEAs:** The Vendor shall be responsible for securing signatures for Interagency Agreements from participating LEAs as warranted or requested by the agency/buyer. Participating LEAs must have a signed, executed Interagency Agreement on file with the agency/buyer prior to the implementation of the administrative RMTS scheduled for the quarter beginning April 1, 2009. The Vendor shall continue to promote the SBHS Program and educate those LEAs that do not execute an Interagency Agreement or do not participate fully about the benefits of full participation (i.e., Administrative and Direct Service Claim) in the SBHS Program.

3.2.4.2 **Training:** In addition to training on Administrative and Direct Service Claiming, the Vendor shall develop training modules to encourage the coordination and information sharing of EPSDT-related services with other HFS EPSDT providers or contractors, as identified by HFS. Such providers or contractors include, but are not limited to the following HFS programs: PCCM (Illinois Health Connect), Disease Management Program (Your Healthcare Plus) and the Dental Program. These modules shall be included in the Vendor's training on no less than an annual basis, and as needed by the LEAs or as directed by HFS.

3.2.4.3 **Network Systems:** The Vendor shall have state-of-the-art systems in place to facilitate the LEAs access to and receipt of relevant program information. These systems must be able to communicate with HFS network systems through the process required by HFS. This includes ongoing reporting to the LEAs.

3.2.4.4 **Toll-Free Telephone Line:** The Vendor must maintain a toll-free telephone number to provide customer service and technical assistance as needed for both Administrative and Direct Service Claiming. The Vendor shall ensure that a statewide, toll-free telephone system is installed with adequate staff to handle the call volume on a daily basis. The toll-free number shall be answered by Vendor staff between the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except for the federally observed holidays (New Year's Day; Birthday of Martin Luther King, Jr.; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day).

3.2.4.4.1 The Vendor shall have the ability to communicate to all individuals on its toll-free lines irrespective of language spoken, hearing impairment, or other communication barriers, or physical or mental disabilities.

3.2.4.4.2 The Vendor must maintain an automated answering system that will allow the caller to leave a message after 5:00 p.m., Monday through Friday and on weekends. The Vendor's staff must contact the LEAs leaving messages within a week of the Vendor's receipt of the message, unless circumstances warrant a more prompt response, which must be retrieved not later than the Vendor's next business day.

3.2.4.4.3 The Vendor shall also have a toll-free telephone device for the deaf (TDD/TTY) available for callers who need such a device. HFS would prefer a single line to handle both machine and voice callers.

3.2.4.5 **Web site:** The Vendor shall be responsible for the development and maintenance of a Web site. All materials on the Web site must be prior approved by HFS and must conform to the HFS Web Master guidelines. The Web site must be kept current. The Web site shall be compliant with requirements of the Americans with Disabilities Act and shall include:

3.2.4.5.1 If reinstated, all aspects of Administrative Claiming.

3.2.4.5.2 If reinstated, training modules for Administrative Claiming

3.2.4.5.3 Coding structure and definitions for Direct Service Claims.

3.2.4.5.4 Training modules for Direct Service Claiming.

3.2.4.5.5 An inquiry tool available to participating LEAs to retrieve their respective administrative claim and direct services payment history.

3.2.4.5.6 Mechanisms to ensure all e-mails are acted on within 24 hours following the first business day after receipt.

3.2.4.5.7 Links to relevant HFS Web site materials, other State programs, and other information and programs, as approved by HFS.

3.2.4.5.8 Screens that conform to the requirements for readability, as set forth in the Americans with Disabilities Act (ADA) standards.

3.2.4.6 Internet Security: The Web site must conform to HFS security requirements including, but not limited to, the following:

3.2.4.6.1 HIPAA Privacy Guidelines

3.2.4.6.2 HTTPS Web page

3.2.4.6.3 128-Bit Encryption

3.2.4.6.4 User Authentication and Authorization

3.2.4.7 Data Systems: The Vendor will use the Access-based Claiming/Payment System software provided by HFS. The Vendor will be responsible for data input of Claim elements using the software from time study and cost information collected from the LEAs as stated in Sections 3.2.1 and 3.2.2. In addition, the Vendor will use the MEDI/IEC system for the exchange of information, including, but not limited to, sending and retrieving all file transmissions in an electronic format specified by HFS. The MEDI System must be accessed using a high-speed Internet connection and a browser compatible with Microsoft Internet Explorer or Netscape. The Vendor must develop its own software system necessary for claiming costs of other governmental entities. No system shall be implemented without prior approval of the HFS.

3.2.4.7.1 Connectivity: At the option of HFS, the Vendor may be required to access specified reports through a secure connection via the Internet using Site-to-Site VPN. In this type of connection, the Vendor will be responsible for the cost of the connection between the Vendor and its Internet Service Provider (ISP), troubleshooting and any redundancy requirements associated with the Vendor's connection to the Internet or for disaster recovery. The Department will coordinate with the Vendor to ensure that any authorization/certificate paperwork required for the establishment of the VPN connection is complete. CMS currently utilizes a Cisco PIX model 520 firewall to provide VPN connections to the CMS data center. For VPN authentication, CMS uses "pre-shared keys". CMS performs a Network Address Translation (NAT) of all external addresses to make the connection conform to its IP addressing structure. Only STATIC IP addresses, no subnet pool addresses, from the Vendor's network are allowed by CMS.

3.2.4.7.2 Modifications for Technical Advances: HFS and the Vendor recognize that there may arise technical advances, operational enhancement, or process re-engineering opportunities that may afford program efficiencies and quality improvement to the SBHS Program. If either party desires to modify its data system to reflect such technical advances, operational enhancements, or process re-engineering opportunities, and the parties agree that such modification will be in the best interest of the program and will not result in an increase in the rate paid to the Vendor under this Contract or in a disruption of services to Participants, the party may implement the modification without a Contract amendment.

3.2.4.7.3 Business Continuity and Disaster Recovery: The Vendor must provide in its Proposal, a Business Continuity Plan and Disaster Recovery Plan that shall detail each of the steps the Vendor will take in the event of an outage or failure of the Vendor's or the HFS data or

communication or technical support system. Such plans shall enable the Vendor to continue to meet all requirements of HFS. The Business Continuity and Disaster Recovery Plan must be approved by HFS prior to Contract implementation. The Vendor shall also describe its approach to reviewing and updating, at a minimum annually, its Business Continuity and Disaster Recovery Plan. All costs associated with activating and sustaining execution of the Vendor's Business Continuity and Disaster Recovery Plan shall be borne solely by the Vendor.

3.2.4.7.4 Security: The Vendor shall comply with HFS written policies and procedures regarding data security and integrity. HFS will provide the Vendor with copies of written security policies and procedures and, as soon as is practicable, with copies of any modifications thereof. The Resource Access Control Facility (RACF) controls access to the HFS data system. HFS will assign an individual RACF identification number to each employee of the Vendor or of the Vendor's subcontractor, if any, whose duties under the Contract require access to the HFS data system. The Vendor must immediately notify a designated HFS source by telephone, followed up by mail, either electronically or via U.S. Postal Service, within 24 hours, when a new employee requires access to the HFS data system or when an employee who has such access terminates employment with the Vendor or the Vendor's subcontractor. The Vendor must not reassign a RACF identification number to any other employee. The RACF identification shall not be shared among staff. Assignment of a RACF identification number is the sole responsibility of HFS.

3.2.4.7.5 Transmission of Data: This information shall include, but is not limited to, a single quarterly time study compiled for all LEAs statewide, any and all reports, as required by HFS and any other data as may be requested or required.

3.2.4.7.6 Protected Health Information: The Vendor shall protect all information created or received from or on behalf of a Beneficiary or Provider, which relates to the provision of health care of an individual; including demographic information that identifies the individual or about which there is a reasonable basis to believe, can be used to identify the individual. This pertains to the information transmitted or held in any form or medium.

3.2.4.7.7 Provider Information: Appendix C presents a sample listing of information on school districts in Illinois and their participation status. A complete listing of school districts that participated in the SBHS program will be provided to potential vendors at the vendor conference. This information includes those districts that have submitted an Administrative Claim or a Direct Service Claim.

At the Vendor Conference and upon signing a confidentiality agreement, a data file that contains historical information on LEA payments will be provided to those entities expressing the intent to submit a Proposal.

The Vendor shall use this information in preparing their Proposal in response to this RFP and as a foundation for building its initial Provider network, reconciling and maintaining its Provider network and to receive notification of suspension or termination of Providers.

3.3 MILESTONES AND DELIVERABLES

3.3.1 Readiness for Implementation: No later than the dates specified below, the Vendor shall demonstrate, to the satisfaction of HFS, that the Vendor is fully capable of performing all duties under this Contract, including demonstration of LEA related milestones as described below. At the direction of the HFS, similar milestones will be required as they relate to other governmental entities.

- 3.3.1.1 The Vendor shall have an HFS-approved, finalized staffing plan to support the duties required under the Contract that results from this RFP by March 1, 2009. The staffing plan shall include an individual designated as manager.
- 3.3.1.2 The Vendor shall have an HFS-approved Quality Assurance (QA) Plan in place by March 1, 2009.
- 3.3.1.3 The Vendor shall have all program staff hired, subcontractors in place, and an identified administrative structure to carry out the requirements of this RFP by March 1, 2009.
- 3.3.1.4 The Vendor shall have and maintain a statewide toll-free telephone system capable of handling and addressing LEA calls by March 1, 2009.
- 3.3.1.5 The Vendor shall thoroughly train its staff on the specifics of the SBHS Program policies, which include RMTS and Direct Service Claiming by March 15, 2009.
- 3.3.1.6 The Vendor shall train its staff to handle telephone requests from LEAs, and shall provide HFS with copies of the materials and methods used for training by March 1, 2009.
- 3.3.1.7 The Vendor shall have a system software readiness and interface in place by March 1, 2009.
- 3.3.1.8 The Vendor shall ensure that all LEA information, pertinent and required for the RMTS activities, is imported into the Vendor's Web-based software system not later than March 1, 2009.

- 3.3.1.9 The Vendor shall demonstrate a fully operational Web site, with capacity to accept LEA inquiries, and shall post its fall training schedule by March 1, 2009.
- 3.3.1.10 The Vendor shall have additional Web-based informational materials prior approved by HFS and posted to the Web site by March 15, 2009.
- 3.3.1.11 The Vendor shall demonstrate the ability to transmit and report data to HFS in an accurate and timely manner and in an HFS-approved format, by March 15, 2009.
- 3.3.1.12 The Vendor shall demonstrate a fully operational, user friendly, Web-based training system with a training manual available for download by each LEA, by March 15, 2009.
- 3.3.1.13 The Vendor shall ensure that the Web-based training module is HFS-approved and operational by March 15, 2009.
- 3.3.1.14 The Vendor shall ensure that all LEAs have received adequate face-to-face training by March 1, 2009. Training shall include:
 - 3.3.1.14.1 Submission of Direct Service Claims, including, but not limited to covered LEA services, procedure coding, and the use of MEDI.
 - 3.3.1.14.2 Information about HFS programs, including EPSDT, Illinois Health Connect (PCCM), Your Healthcare Plus (Disease Management) and Dental, and proper referral.
 - 3.3.1.14.3 Information about the availability of the Vendor's services, including technical assistance, and other required administrative functions provided by the Vendor to LEAs; hours of operation; availability of statewide toll-free telephone number and Web site; and regional meeting schedule or how to schedule onsite technical assistance.
- 3.3.2 **Testing Edit Components:** The Vendor will have testing components in place and be able to test all components required in this RFP prior to program implementation. The Vendor must be able to provide HFS with test files to show that all of the appropriate software specifications, report formats, data collection processes, and interface connectivity are in place and have been tested for accuracy.

3.4 REPORTING, STATUS AND MONITORING

- 3.4.1 At the State's option the Parties will work together to monitor performance during the contract. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important.
- 3.4.2 Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.
- 3.4.3 The Vendor shall be responsible for reporting to HFS on the status of the projects, ensuring required reports are delivered on a timely basis, and demonstrating that internal monitoring of the overall operation is implemented and ongoing.
- 3.4.4 **Contract Monitoring:** The Vendor shall have a Quality Assurance Plan that identifies responsible parties held accountable for each area and activity required under the Contract. The Quality Assurance Plan requires HFS approval and shall be reviewed and updated on an ongoing basis, but no less frequently than annually.
 - 3.4.4.1 The Vendor is responsible for the faithful performance of the Contract and shall have internal monitoring procedures and processes to ensure compliance.
 - 3.4.4.2 The State reserves the right to monitor and track Vendor's performance over the course of the Contract. The information gathered may be used in the administration of the Contract including payment, and may be used when evaluating the Vendor in future procurements.
 - 3.4.4.3 In appropriate circumstances, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
 - 3.4.4.4 The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that the Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.
 - 3.4.4.5 The State expects to have a quality Vendor willing to work with HFS during the term of the Contract to provide the State with better quality at the same price, or to provide the same quality at a lower price. The State may consider, in future procurement evaluations, a Vendor that successfully provides better quality or price.
 - 3.4.4.6 Vendors are responsible to comply with the requirements for monitoring and reporting as required under The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575).
- 3.4.5 **Reports:** Any Vendor-developed software substituted with Department approval must generate these or alternative reports approved by HFS for the LEA program. At the direction of the HFS, similar reports will be required for other

governmental entities. Any changes to the formats must be submitted to HFS for approval prior to their use. The Vendor shall provide additional reports or make revisions in the data elements or format of reports upon the request of HFS, without additional charge to HFS or a Contract amendment. The Vendor shall maintain a data gathering and storage system sufficient to meet the following reporting requirements. Failure to meet the timeliness standards set forth for each report may result in the imposition of monetary liquidated damages.

- 3.4.5.1 **Administrative Claim Reports:** The Vendor shall provide the HFS Project Contact or designee with reports. Samples of the required formats and electronic data submissions, as automatically generated by the HFS software, are in Appendix E and Appendices E(1) through E(10).
- 3.4.5.2 **Additional Reports:** HFS will require additional reports of the Vendor. Such report formats are to be developed by the Vendor and must be approved by HFS prior to implementation. Each report identified must be operational within 30 days of identification. All costs associated with report development, modification and transmission shall be borne solely by the Vendor. Changes to report formats or the identification of additional forms will not require a Contract amendment or change. Such required forms shall include, but not be limited to, the following:
 - 3.4.5.2.1 Quality Assurance and Improvement Measures, using quarterly data collected from the Vendor's phone system and monitoring activities.
 - 3.4.5.2.2 Quarterly Summary Report of Web Site Improvements, including updates to the Vendor's Web site training materials.
 - 3.4.5.2.3 Quarterly Summary Log of Training Activities for Administrative Claiming, including a breakdown of the number of LEAs trained through face-to-face regional training, Web-based training and telephone training.
 - 3.4.5.2.4 Quarterly Summary Log of Training Activities for Direct Services, including a breakdown of the number of LEAs trained through face-to-face regional training, Web-based training and telephone training.
 - 3.4.5.2.5 Quarterly Summary Report of the Number of "Hits" on the Web Site by LEAs, including a summary of the information they were attempting to obtain.
 - 3.4.5.2.6 Identification of LEA Participation in Training Sessions and other technical assistance provided to LEAs.
 - 3.4.5.2.7 Issues Log of Outstanding Issues and Resolution and Plan of Action, including areas of concern expressed by LEAs or identified by the Vendor.
 - 3.4.5.2.8 Revisions in the Training Plan for Next Quarterly Period.
 - 3.4.5.2.9 Pending reinstatement of the Administrative Claim, identification of all Medical Program Eligibles by School District and Category of Eligibility.
 - 3.4.5.2.10 Quarterly Staffing Report. The Vendor's staffing dedicated to SBHS Program, including the name, title, duties, full-time equivalent (FTE) during the quarterly reporting period, vacancies and the amount of time each position has been vacant.
 - 3.4.5.2.11 Quarterly summary of Quality Assurance activities, reporting progress with carrying out the Quality Assurance Plan, including submission of the updated work plan.
 - 3.4.5.2.12 Annual Quality Assurance Report, including the revised Quality Assurance Plan, and recommendations and work plan for quality improvement.
 - 3.4.5.2.13 Any and all ad hoc reporting as requested by HFS without additional costs to HFS.
 - 3.4.5.2.14 Annual Contract Compliance Matrix, which is the Vendor's annual self-evaluation of its compliance with the Contract, in each of the required activities.
 - 3.4.5.2.15 Quarterly Telephone System Summary Report, including the following statistics on the toll-free telephone system:
 - 3.4.5.2.15.1 The number of calls received on the toll-free hotline.
 - 3.4.5.2.15.2 The number of abandoned calls on the toll-free hotline.
 - 3.4.5.2.15.3 The number of after hour calls received on the toll-free hotline.
 - 3.4.5.2.15.4 The average waiting time until a call is answered on the toll-free hotline.
 - 3.4.5.2.15.5 The average waiting time until a call is abandoned on the toll-free hotline.
 - 3.4.5.2.15.6 The number of full time equivalent (FTE) employees on the toll-free hotline.
 - 3.4.5.2.15.7 A summary of the types of calls handled on the toll-free hotline, in an HFS-approved format using mutually agreed upon reporting categories.
- 3.4.5.3 **Quality Assurance:** The Vendor shall have a comprehensive Quality Assurance Program. Components of the Quality Assurance Program are set forth in Appendix F. The Vendor's Quality Assurance Program shall be submitted as part of the Proposal. The Quality Assurance Program must receive HFS approval prior to implementation. The Vendor shall have a written plan to perform ongoing monitoring of the Quality and Performance Indicators, and periodic review of its plan. The Vendor shall review the Quality Assurance program on an annual basis, or more frequently as determined necessary by the Vendor. Revisions to the Quality Assurance Program shall be submitted to HFS for prior approval. The Vendor must develop criteria and procedures to provide for systematic activities to monitor and evaluate the services it renders. The Vendor shall describe in its plan its internal quality assurance procedures to address any internal deficiencies that are discovered, and revise its plan to improve health status. Such revisions shall require HFS approval.

- 3.4.5.4 **Fraud and Abuse:** Vendor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Vendor staff, Vendor Subcontractor, Agency employee or Agency contractor. Vendor shall make this report within three days of first suspecting fraud, abuse or misconduct. Vendor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, the Vendor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Vendor must report to OIG as described in the first sentence above. Vendor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. The Vendor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes the Vendor or Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.
- 3.4.5.5 **HFS/Vendor Meetings:** The Vendor and HFS shall meet regularly throughout the term of the Contract. Such meetings shall be held at least monthly for the first six months of the Contract and not less often than quarterly thereafter at the discretion of HFS. Meetings may be conducted in person, by teleconference or by videoconference as directed by HFS.
- 3.4.5.6 **Liquidated Damages:** In addition to termination for cause, HFS may impose liquidated damages on the Vendor for the Vendor's failure to substantially comply with the terms of this Contract. HFS may, in its sole discretion, deduct the amount of liquidated damages from any payments due the Vendor or demand immediate payment from the Vendor. HFS, at its sole discretion, may establish an installment payment plan for payment of any liquidated damages. The determination of the amount of any liquidated damages shall be at the sole discretion of HFS. Self-reporting by the Vendor may be taken into consideration when determining whether to impose liquidated damages. HFS will not impose liquidated damages where the non-compliance is directly caused by HFS action or failure to act or when a natural disaster delays performance by the Vendor. Upon determination of substantial non-compliance, HFS shall give written notice to the Vendor describing the non-compliance, an opportunity to cure the non-compliance where a cure is allowed under this Contract, and the liquidated damages, which HFS will impose if the non-compliance is not cured.
- 3.4.5.6.1 **Failure to Report:** If the Vendor fails to submit by the due date any report or other material required by the Contract to be submitted to HFS, the Vendor will be given notice by HFS of the late report or material. The Vendor shall have forty-five (45) days following the date of the notice in which to cure the failure by submitting the complete and accurate report or material. If the Vendor does not submit a complete and accurate report or material within forty-five (45) days, HFS, without further notice, may impose liquidated damages of no less than an amount equal to the current prime interest rate on \$10,000,000 per calendar day for each late report. At the end of each subsequent thirty-day (30-day) period in which the complete and accurate report has not been submitted, HFS may, without further notice, impose further liquidated damages of an amount equal to the current prime interest rate on \$10,000,000 per calendar day.
- 3.4.5.6.2 **Failure to Transmit Administrative Claims:** If the Vendor fails to transmit by the due date established all Administrative Claims data required by the Contract to be transmitted to HFS, the Vendor will be given notice by HFS of the late transmission. The Vendor shall transmit all required utilization data within thirty (30) days following the date of the notice. If the Vendor does not transmit the data within thirty (30) days, HFS, without further notice, may impose liquidated damages of an amount equal to the current prime interest rate on \$10,000,000 per calendar day for the late transmission. At the end of each subsequent thirty-day (30-day) period in which the utilization data has not been transmitted, HFS may, without further notice, impose further liquidated damages of an amount equal to the current interest rate on \$10,000,000 per calendar day.
- 3.4.5.6.3 **Other Failures:** If HFS determines that the Vendor is in substantial non-compliance with any material term of the Contract not specifically enunciated herein, and HFS reasonably deems the non-compliance to be subject to liquidated damages, HFS shall provide written notice to the Vendor setting forth the specific failure to noncompliant activity. If the Vendor does not correct the non-compliance within thirty (30) days after the date of the notice, HFS, without further notice, may impose liquidated damages of an amount equal to the current prime interest rate on \$10,000,000 per calendar day for each day the Vendor is non-compliant, relating back to the date of the notice, up to a maximum of \$50,000 for each 30- day period of non-compliance.

3.5 VENDOR AND STAFF REQUIREMENTS

The successful Vendor will be required to register to do business in Illinois. If already registered, the Vendor must provide with the Proposal the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State. If not already registered to do business in Illinois, the Vendor must submit proof of application with the Vendor's Proposal. The Vendor is required to have at least three years professional experience in School-Based Administrative Claiming on a statewide basis and recent experience in these duties in one or more states is preferable. HFS will review the Vendor's Proposal to determine the Vendor's compliance with these requirements and capability to perform all duties required.

3.5.1 Qualifications of Vendor or Vendor's Staff. The Vendor shall provide its current organizational chart identifying positions required to perform all the duties specified herein and resumes of key staff. The resumes shall include the state in which the staff is currently employed. HFS must receive written notification within seven (7) calendar days of any proposed changes to key staff as identified in the organizational chart throughout the term of the Contract. HFS retains the right to approve replacement staff based upon their represented qualifications.

3.5.1.1 Knowledge and Experience Requirements. The Vendor shall employ staff with the expertise to address all telecommunications, Web site and data system requirements. The Vendor shall ensure connectivity with HFS is established prior to implementation and maintained throughout the course of the Contract. The Vendor shall designate an individual responsible for systems, including programming and data mining throughout the Contract.

3.5.1.1.1 The Vendor shall employ staff with the expertise in data programming and data mining, including management and information systems (MIS). The Vendor shall demonstrate its previous experience with data programming and mining, including MIS functions.

3.5.1.1.2 The Vendor shall maintain sufficient communication and outreach resources to ensure that the LEAs are aware of how to utilize services.

3.5.1.1.2.1 The Vendor shall demonstrate knowledge and understanding of the requirements of the administration of the SBHS Program, Beneficiaries (including covered services in the direct service program and Direct Service Claiming) and State and federal policies regarding SBHS Program Administrative Claiming.

3.5.1.1.2.2 The Vendor shall demonstrate its ability to train staff on all of the SBHS Program policies, procedures and processes under the Vendor's responsibility.

3.5.1.1.2.3 The Vendor shall demonstrate experience in administering a program for individuals approximating the number of Beneficiaries/LEAs included in the scope of the SBHS Program.

3.5.1.1.2.4 The Vendor shall demonstrate experience in implementation and management of a similar system that handles comparable volume as set forth herein and performs a variety of functions, including management of a provider hotline; Web-based system and staff phone lines.

3.5.1.1.2.5 The Vendor shall demonstrate experience in developing and managing a database of comparable scope as that set forth herein, including the provision of detailed reports.

3.5.1.1.2.6 The Vendor shall demonstrate its previous experience and ability to produce software for Administrative Claiming (e.g., capture of RMTS information) and interface with other Medicaid Programs.

3.5.1.1.2.7 The Vendor must provide evidence of its ability to maintain a positive working relationship with LEAs, contractors, organizations, and Medicaid Programs.

3.5.1.1.2.8 The Vendor shall demonstrate procedures for maintaining LEA and Beneficiary confidentiality and provide HFS with the Vendor's confidentiality procedures and internal monitoring processes.

3.5.1.1.2.9 The Vendor shall provide evidence of its ability to establish and maintain an internal Quality Assurance Plan and process that meets with the approval of HFS.

3.5.1.1.2.10 The Vendor's staff shall demonstrate knowledge and understanding of the implementation of an RMTS on a quarterly basis. Letters of reference are required from entities utilizing the Vendor to perform RMTS applications. This experience should include:

3.5.1.1.2.10.1 A thorough understanding of the requirements of RMTS Activities.

3.5.1.1.2.10.2 Previous experience in implementation of time studies, including data analysis.

3.5.1.1.2.10.3 Development and implementation of statistically valid sampling processes.

3.5.1.1.2.10.4 Training of school employees regarding reporting and documentation of costs and time studies.

3.5.1.1.2.10.5 Training of school employees regarding Direct Service Claims.

3.5.1.1.2.10.6 Understanding of overlapping responsibilities of school and Medicaid functions, and how those functions can be effectively distinguished when claiming Medicaid costs.

3.5.1.1.2.10.7 Development and implementation of effective quality assurance procedures to address known and anticipated risks to the Administrative Claiming process.

3.5.1.2 Staff Requirements

- 3.5.1.2.1 The Vendor shall develop an Operations and Procedures Manual. The Manual shall include, but not be limited to, the policy and procedures of HFS and the Vendor relative to the SBHS Program. The Operations and Procedures Manual shall be given to all Vendor staff assigned to this program and incorporated in the training of all new employees assigned to this program. The Operations and Procedures Manual shall include, but not be limited to, the following: Vendor policies and procedures regarding customer service; call center protocols/standards; RMTS process; collection and verification of financial data; Web-based software and training modules; regional, face-to-face and telephone training (for both Administrative Claiming and Direct Service Claiming); claims submission to HFS; follow-up reporting to the LEAs; a thorough understanding of the MEDI system; Quality Assurance and Monitoring; systems interface with HFS, including software; reports and descriptions; and Web-based standards.
- 3.5.1.2.2 The Vendor shall employ a full-time Project Manager who shall have day-to-day authority to manage all operational requirements of the contract. The Project Manager must be available to HFS during regular business hours of HFS operation. Within 10 business days after receipt of the resume for the proposed Project Manager, HFS will review the resume and inform the Vendor whether the candidate is acceptable. The Project Manager shall begin work by February 15, 2009. The Vendor shall not hire a new Project Manager without prior approval from HFS.
- 3.5.1.2.3 The Vendor shall employ staff that can address the unique needs of the education community in relation to Medicaid claiming.
- 3.5.1.2.4 The Vendor shall employ staff from Illinois to conduct services under the SBHS Program, to the extent possible, which, at a minimum includes staff to perform the education and training for Providers and call service representatives.
- 3.5.1.2.5 The Vendor shall specify the number of staff and their qualifications dedicated to the duties explained in this RFP.
- 3.5.1.2.6 The Vendor shall employ a designated systems staff person or FTE for data support.
- 3.5.1.2.7 The Vendor shall employ sufficiently trained and experienced staff to perform the services required. The Vendor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services by (1) requiring them to disclose whether they are Ineligible Persons; (2) reviewing the OIG's list of sanctioned persons available at <http://www.state.il.us/agency/oig/>.
- 3.5.1.2.8 The Vendor shall annually screen all current employees, contractors and subcontractors providing services under the SBHS Program. The Vendor shall terminate its relations with any Ineligible Persons immediately upon learning that such Person meets the definition of an Ineligible Person and notify the OIG of the termination.
- 3.5.1.2.9 The Vendor shall perform background checks on all potential staff that may be required to go onsite to LEAs for training, meetings, or to perform other required activities.
- 3.5.1.2.10 The Vendor shall employ staff that can address the unique needs of the LEAs with an emphasis on customer service and a friendly attitude while assuring that services are provided in the most economical manner.
- 3.5.1.2.11 The Vendor shall employ a sufficient number of experienced staff (and provide the necessary staff training) to perform the services required. Areas of principle concern include software development, policy and program planning and execution, LEA relations and training, data systems support and data entry staff to enter the information necessary to support the development and creation of Administrative Claim records for all participating LEAs.
- 3.5.1.2.12 The Vendor shall employ staff solely dedicated to this project that have the expertise to address all telecommunications and data system requirements, to ensure connectivity with HFS is established and maintained prior to implementation, and data system requirements are met throughout the term of the Contract.
- 3.5.1.2.13 The Vendor shall provide to HFS the materials and methods to be used for training staff, including the handling of telephone requests from LEAs.
- 3.5.1.2.14 The Vendor shall interview and consider for employment participants in the Transitional Assistance for Needy Families (TANF) program, and shall make every reasonable effort to hire TANF participants who are qualified for an open position.
- 3.5.1.2.15 HFS may conduct criminal background checks of the Vendor and staff. The Vendor shall cooperate with HFS in any such reviews.
- 3.5.1.2.16 The Vendor shall meet the requirements described above as they relate to claiming processes of other governmental entities.

3.5.2 Subcontractor Disclosure. Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify in Section 7.6 the names and addresses of all subcontractors you will be using in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. We may request updated information at any time.

- 3.5.3 References: You must provide references from established private firms or government agencies, (four preferred; two of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided

3.6 WHERE SERVICES ARE TO BE PERFORMED

- 3.6.1 Business Office: The Vendor shall maintain a staffed business office in Illinois to support the effective administration of the services provided under by the Vendor.
- 3.6.2 Work Location Disclosure: Vendor shall disclose in Section 7.7 the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the Contract.

3.7 TERM OF CONTRACT

The Contract that results from this procurement will be effective from February 1, 2009 or upon execution of the Contract by HFS, whichever occurs later and end March 31, 2012. If offered by HFS and agreed by the Vendor, the Contract may be renewed twice, for one-year renewal terms, but shall not extend beyond March 31, 2014.

The Contract will require the Federal Centers for Medicare & Medicaid Services notification and may be revised based on federal and state rules concerning Administrative or Direct Service Claiming.

3.8 RENEWAL

The resulting Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. However, the Contract may not renew automatically, nor may the Contract renew solely at the Vendor's option.

If offered by HFS and agreed by the Vendor, the Contract may be renewed for one-year renewal terms, for two years, but under no circumstances shall the Contract extend beyond March 31, 2014

The State reserves the right to renew for a total of 2 years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

3.9 FINANCIAL CAPACITY INFORMATION: Submit end of year financial statements for the last 2 years. The Vendor must provide to the Agency/Buyer with its Proposal a copy of the Vendor's annual audited financial statement for the most recent 2 years. If the most recent annual audited financial statement is not available, the Vendor must provide the unaudited financial statements for the Vendor's most recent year and audited financial statements for the prior fiscal year. If audited or unaudited financial statements prepared by an independent accountant or CPA firm are not available, the Agency/Buyer may at its discretion accept Federal Income Tax Returns for the most recent two- year period to determine the financial stability of the individual, partnership, or corporation. The Agency/Buyer may request the Vendor provide a credit report from a national credit rating agency.

If the Agency/Buyer determines, in its sole reasonable discretion, that the Vendor is not financially stable at any time during the term of the Contract, the Agency/Buyer may proceed to terminate the Contract, as provided in the Contract. Vendor also may be required to provide additional financial information upon request.

If the Agency/Buyer determines the review of financial statements is necessary during the contract period the Vendor shall provide to the Agency/Buyer a copy of the Vendor's annual audited financial statement, due five (5) months after the report period.

The Vendor shall submit to the Agency/Buyer the Vendor's unaudited financial statement every six months, due forty-five (45) days after the close of the report period. The Vendor shall provide additional financial information upon the request of the Agency/Buyer.

SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title / Reference # School-Based Health Services Program Administrator/2009-37-001

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois that the State may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

We have:

☐ Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

☐ Signed on the space(s) provided.

Acknowledgment of Amendments.

☐ We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

Offer Response Forms. Accompanying and as part of this Offer you will find:

For all Offers

- ☐ Bid Security, if required
- ☐ Designated number of copies
- ☐ Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.
- ☐ Completed Responsibility Forms packet
 - Business and Directory Information
 - Conflict of Interest Disclosures
 - Completed and Signed Taxpayer Identification Number form
- ☐ Completed Minority, Female and Person with Disability Status and Subcontracting form, if required
- ☐ Response to Statement of Work/Specifications/Qualifications and Price sections completed and submitted in separate sealed envelopes in the Offer package.

Exceptions. In preparing the Offer we have taken (check one)

- ☐ No Exceptions
- ☐ Exceptions to the State's language or requirements in the following sections of the Offer:
 - ☐ Contract
 - ☐ Responsibility forms

Details of the exceptions are shown (check one)

- ☐ in the text of each section of the Offer
- ☐ on a separate labeled attachment

Domestic Products (check one)

- ☐ We are not making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).
- ☐ We are making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517). After reading the Act we certify we are eligible and that the following product or products bid or proposed in response to this solicitation meet the requirements of the Act. Check and complete as applicable:
- ☐ All products
- ☐ The following individual products (show line item if applicable)
- _____
- _____

Request for Confidential Treatment (check one)

- ☐ We are not requesting confidential treatment for this Offer.
- ☐ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We have supplied an additional copy of the Offer with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

Protests and Negotiations

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

Vendor Contact Person: The contact person for purposes of responding to any questions the State may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

E-mail _____

SECTION 5 - RESPONSIBILITY FORMS

We have identified various information we need in order to determine if you are eligible to contract with the State and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

Business and Directory Information

Conflict of Interest Disclosures

Minority, Female, Person with Disability Status and Subcontracting

Complete and sign the:

Taxpayer Identification Form

You must include all of this as part of your Offer or risk disqualification.

Business and Directory Information

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for most recently completed Fiscal Year)
- (k) Number of Full-Time Employees (average from most recent Fiscal Year)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.
- (o) Department of Human Rights (DHR) Public Contract Number
If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # _____ or attach proof of application.

(p) Information Regarding Debarment, Litigation and Terminations

1. During the last five (5) years has any order, judgment or decree of any Federal or State authority been issued barring, suspending or otherwise limiting your right to contract with any governmental entity, including school districts, or to engage in any business practice or activity?

Yes____ No____

2. Is there any current, pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect your ability to perform the required services.

Yes____ No____

3. During the last five (5) years has any customer terminated a contract for cause or accepted damages in lieu of for cause termination?

Yes____ No____

(q) Disclosure of Business Operations with Iran (30 ILCS 500/50-36)

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

___ There are no business operations that must be disclosed to comply with the above cited law.

___ The following business operations are disclosed to comply with the above cited law:

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1 and 2 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-13 Conflicts of Interest

All Vendors must complete this section regardless of the dollar value of the contract or method of procurement. Even if you mark "No Conflict of Interests" you may still need to complete Section 2.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Vendors must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds \$10,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete (d).

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(a-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 400 shareholders

(b-1) These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

Does Ownership exceed 5%?	Yes ☐	No ☐	If Yes show percentage*	_____ %.
Does Ownership value exceed \$106,447.20?	Yes ☐	No ☐	If Yes show \$ amount	\$ _____
Does Distributive Income Share exceed 5%?	Yes ☐	No ☐	If Yes show percentage*	_____ %.
Does Distributive Income Share exceed \$106,447.20?	Yes ☐	No ☐	If Yes show \$ amount	\$ _____

How is this interest held?

Type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) _____

Name: _____

Address: _____

*For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (Dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here _____.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

(d) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 15 % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award. Visit http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements and to apply for certification in the Business Enterprise Program.

If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.

An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm, as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- 2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.

5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

(a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(b) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

(c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

(a) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

(b) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

7) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

1) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

(b) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

(c) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(e) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

(f) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

(g) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

2) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

3) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

1) The Utilization Plan may not be amended without the Agency's prior written approval.

2) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

3) Substitutions of a certified vendor shall be permitted under the following circumstances:

- (a) Unavailability after receipt of reasonable notice to proceed;
- (b) Failure of performance;
- (c) Financial incapacity;
- (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
- (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
- (g) The certified vendor's withdrawal of its bid or proposal; or

(h) Decertification of the certified vendor.

- 4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 5) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 6) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 7) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- 9) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 10) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

_____ (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for _____. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

_____ (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: _____

Title: _____

Telephone: (____) _____ extension _____

Email: _____

We submit one (1) of the following statements:

☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.

☐ We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of _____% through subcontracting.

☐ We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

Section I

Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

At the time of submission, the above certified vendor is:

- ☐ Certified with the CMS Business Enterprise Program (BEP)
- ☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)
- ☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- 3) The total estimated cost to the state for this contract is \$_____. The portion of the contract which will be subcontracted to this certified vendor is \$_____, or _____% of the total cost of the contract.

- 4) A notarized signed letter of intent between _____ (the Vendor) and _____ (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

- 5) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/sub-contractor and not a joint venture.

or,

A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

- 6) The Vendor has not prohibited or otherwise limited _____ (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

If the BEP subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by CMS). Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion. The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

_____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

_____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

_____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

_____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting

BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____

Address: _____
Street City State Zip Code

Telephone: () _____ Fax: () _____ Email: _____

Name of Certified Vendor: _____

Address: _____
Street City State Zip Code

Telephone: () _____ Fax: () _____ Email: _____

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☐ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount \$ _____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Certified Vendor (Company Name and D/B/A):

Signature

Signature

Printed Name

Printed Name

Title: _____ Date: _____

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 200__.

Subscribed and sworn before me this
_____ day of _____, 200__.

Notary Public

Notary Public

My Commission expires: _____

My Commission expires: _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Company Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non-Corp.) |
| ☐ Corporation providing or billing
medical and/or health care services | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation NOT providing or billing
medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other: _____ | ☐ D = disregarded entity |
| | ☐ C = corporation |
| | ☐ P = partnership |

Signature: _____

Date: _____

SECTION 6 - RESPONSIVENESS For this solicitation, you will need to respond to each of the points identified in Section 3 of the Solicitation. You must follow the described format. If none, you may respond freeform provided you address all the points, numbering each point as found in Section 3 and addressing them in the order they appear. The Vendor must include a Table of Contents in its Offer. Offers must be page numbered sequentially from front to back. The Vendor's Table of Contents for its Proposal must be organized in the same manner as the sections of the RFP. The Vendor shall restate the requirement and provide its response and Proposal, using the same numbering system as in the RFP.

6.1 GENERAL INSTRUCTIONS:

- 6.1.1 These instructions prescribe the format and content of the Offer. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Offer.
- 6.1.2 The response--completed, signed and submitted--will constitute the Offer. A signed original and the designated number of copies of each Offer are required (see Section 1 – "Instructions, Dates, Reservations, and other General Information"). Failure to submit the required number of copies may prevent the Offer from being evaluated within the allotted time.
- 6.1.3 Your Offer must provide all information requested and must address all points. Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. The Agency/Buyer is under no obligation to accept exceptions or modifications suggested by the Vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection. If the Vendor (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Offer. Offers, including suggested exceptions to requirements and Contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. All terms to which the Vendor does not suggest an exception or modification will be deemed by the Agency/Buyer as having been accepted by the Vendor. Suggested exceptions or modifications shall be made by the Vendor (or any Third Parties/subcontractors) on the relevant page containing the language to be modified or the requirement to which an exception is proposed. If the suggested changes cannot reasonably be made on the relevant page, the Vendor may include specific, suggested exceptions or modifications referencing specific paragraphs of the RFP or Sample Contract for Services on separate pages, and shall attach those pages to the Offer as addenda.
- 6.1.4 The Offer is divided into three parts: (1) the Technical Proposal, (2) the Price Proposal, and (3) the Utilization Plan. The Offer must be submitted in a sealed envelope or container, with the Price Proposal and the Utilization Plan, each under separate cover in separate, sealed envelopes or containers within the Offer container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information: Agency/Buyer's Name and Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address.
- 6.1.5 If the Vendor designates any information in its Offer as confidential, the Vendor also must submit one (1) copy of the Offer from which confidential information has been excised including one (1) copy in CD Rom format each clearly identified as the excised copy. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.
- 6.1.6 Offers must not contain promotional or display materials.
- 6.1.7 Attachments must be referenced in the Offer.

6.2 TECHNICAL PROPOSAL: The following documents and responses will be included in the Technical Proposal and tabbed as such in the order given below:

- 6.2.1 **TRANSMITTAL LETTER:** An individual authorized to legally bind the Vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number and telephone number.
 - 6.2.1.1 Any request for confidential treatment of information must be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter must also contain the name, address and telephone number of the individual authorized to respond to the Agency/Buyer about the confidential nature of the information.

- 6.2.1.2 The transmittal letter must include, as an attachment to the letter, a copy of the required licenses and certifications (e.g., proof of the Vendor's Certificate of Authority to Transact Business in Illinois).
- 6.2.2 **TABLE OF CONTENTS:** The Vendor must include a Table of Contents in its Offer. Offers must be page numbered sequentially from front to back. The Vendor's Table of Contents for its Proposal must be organized in the same manner as the sections of the RFP. The Vendor shall restate the requirement and provide its response and Proposal, using the same numbering system as in the RFP.
- 6.2.3 **EXECUTIVE SUMMARY:** The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:
 - 6.2.3.1 Statements that demonstrate that the Vendor understands the services as specified in Section 3 of the RFP, "SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK" and agrees with Section 4 of the Sample Contract for Services, "Standard Terms and Conditions."
 - 6.2.3.2 An overview of the Vendor's plans for the School-Based Health Services (SBHS) Claims Administrator.
 - 6.2.3.3 A demonstration of the Vendor's knowledge of SBHS Claims Administration.
- 6.2.4 **TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR):** The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Agency/Buyer in Section 3 of the RFP, "SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK." Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the Offer and may disqualify the Vendor.
- 6.2.5 **TECHNICAL EXPERIENCE:** The Vendor must provide the following information regarding its experience:
 - 6.2.5.1 Number of years experience with providing types of services specified in Section 3 of the RFP, "SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK."
 - 6.2.5.2 Describe the level of technical experience in providing the types of services specified in Section 3 of the RFP, "SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK."
 - 6.2.5.3 List all services and other relevant experience similar to those specified in Section 3 of the RFP, "SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK" that the Vendor has provided to other businesses or governmental entities.
- 6.2.6 **Personnel:** The Vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history, particularly as it relates to the scope of services specified herein.

SECTION 7 - PRICE

7.0 PRICE SUBMISSION: The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in this document. Required pricing details are shown below:

- 7.1 METHOD AND RATE OF COMPENSATION:** Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts and any other available allowances.
- 7.1.1 Pricing/Compensation Detail Pricing/Compensation Requirements** with at least the following category of information. The Vendor shall figure in preparatory start-up and initial implementation costs as part of compensation proposed. See Appendix A for pricing proposal components. Compensation to the Vendor for the performance of all duties required in the Contract will be on a calendar quarter basis beginning with the quarter ending March 31, 2009. Compensation shall be comprised of a payment to Vendor relative to the cost of doing business with the State as it relates to the work products and administrative functions as specified in this RFP.
 - 7.1.2 Maximum Compensation for Supplies or Services.**
 - 7.1.2.1 Firm Price:** The Vendor shall propose a fixed price annual compensation fee for payment of all services required in this RFP, beginning February 1, 2009. This firm fixed price shall be for the entire term of the contract including all renewals. This payment shall be made on a quarterly basis upon the Vendor's submission of the respective quarterly deliverables, upon the Vendor's compliance with administrative functions as detailed in this RFP, and upon HFS subsequent approval of deliverables required during the respective quarter. The fixed price annual

compensation fees (one without Administrative Claiming and one with Administrative Claiming) will be included in the Contract that results from this procurement.

7.1.2.2 Other Payment:

7.1.2.2.1 Other than the Fixed Prices outlined in Section 7.1.2.1, no additional payments will be made for School-Based Health Services Administration activities.

7.1.2.2.2 Negotiated Price: For application of these processes for each type or other governmental payer. The Price Proposal shall not be included in the technical portion of the Vendor's Proposal. Pricing must be sealed in a separate container.

7.1.2.3 Payment Terms and Conditions (including when paid, frequency and retainage):

7.1.2.3.1 Annual compensation will be the only payments made to the Vendor for performance of all duties required in the Contract. Should Administrative Claiming for LEAs be allowed by the Centers for Medicare & Medicaid Services during the term of the Contract resulting from this procurement, HFS will provide payment to the Vendor based on the amount agreed upon between the Vendor and HFS. No additional payment for performance of duties related to School-Based Health Services administration will be allowed. Based on the annual compensation rate, prorated payments will be processed quarterly by HFS and sent to the Office of the Illinois Comptroller on or before the thirtieth (30th) day of each month following the end of the quarter, upon HFS acceptance of the deliverables and Vendor's compliance with Contract requirements for the respective quarter.

7.2 EXPENSES: Unless otherwise specified, this contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

7.3 PAYMENT TERMS AND CONDITIONS (including when paid, frequency and retainage): Payment will be made after completion of the Contract unless otherwise specified below.

7.4 DISCOUNTS: n/a % discount for payment within n/a days of delivery. This discount will not be a factor in making the award.

7.5 TAX EXEMPTIONS: State and Federal tax exemption information is available upon request.

7.6 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

7.6.1 Business Enterprise for Minority, Females, and Persons with Disabilities, 30 ILCS 575 (Section 1.8)

The Vendor must comply with policy and the requirements of the Business Enterprise for Minority, Females, and Persons with Disabilities (BMFPD) Act, which includes a Business Enterprise Program (BEP) utilization goal of 15% of the total Contract, based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of the Contract that results from this procurement.

Subcontractor Name

Amount to be paid

7.7 WORK LOCATION DISCLOSURE: Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the selected Vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

Location where services will be performed _____
Value of services performed at this location _____

Location where services will be performed _____
Value of services performed at this location _____

SECTION 8 - CONTRACT

We expect to contract based on the terms and conditions as set forth in the attached State of Illinois Contract. If you are unable to accept one or more parts of the Contract, identify any exception that you want us to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests and alternate language with your Offer. Please note that most

contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose. Any proposed changes may be considered in the evaluation.

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
(Vendor Name) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

STATE OF ILLINOIS
(Agency Name) _____

Official Signature _____

Printed Name _____

Title _____ Date _____

Designee Signature _____

Printed Name _____

Title _____

Address _____

Phone _____ Fax _____

E-mail _____

STATE USE ONLY
CONTRACTUAL PROVISIONS

NOT PART OF

PBC# _____

Contract # _____

Procurement Method (IFB, RFP, Small, etc): _____

Award Code: _____

IPB Publication Date: _____

IPB Ref. # _____

Subcontractor Utilization? Yes ☐ No ☐

Subcontractor Disclosure? Yes ☐ No ☐

<i>Funding Source</i> _____	<i>Obligation #</i> _____

<i>Program Compliance</i> _____	

<i>Fiscal Compliance</i> _____	

<i>Legal Compliance</i> _____	

<i>Executive Compliance</i> _____	

8-2008

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: *[Agency to include beginning and end date of initial term.]*

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties.

1.2 RENEWAL: This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

[Agency to include renewal rights here. If more than one renewal is desired, include the following language.]

The State reserves the right to renew for a total of _____ years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

1.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

1.5 TERMINATION FOR BREACH OF HIPAA COMPLIANCE OBLIGATIONS. Vendor shall comply with the terms of the HIPAA Compliance Obligations set forth in Attachment A. Upon the Agency/Buyer's learning of a material breach of the terms of the HIPAA Compliance Obligations set forth in Attachment A, the Agency/Buyer shall:

- A. Provide Vendor with an opportunity to cure the breach or end the violation, and terminate this Contract if Vendor does not cure the breach or end the violation within the time specified by the Agency/Buyer; or
- B. Immediately terminate this Contract if Vendor has breached a material term of the HIPAA Compliance Obligations and cure is not possible; or
- C. Report the violation to the Secretary of the United States Department of Health and Human Services, if neither termination nor cure by Vendor is feasible.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOALS AND OBJECTIVES:

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.4 VENDOR / STAFF SPECIFICATIONS:

2.4.1 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name	Amount to be paid
_____	_____
_____	_____

2.5 DELIVERY SPECIFICATIONS:

2.6 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. 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.

Location where services will be performed _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

2.7 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES:

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any

patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Vendor shall insure that all manufacturers' warranties are transferred to the State 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 State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: Vendor shall be compensated by the following method:

- ☐ hourly _____
☐ monthly _____
☐ annually _____
☐ project _____
☐ item _____

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:

- ☐ Firm Price _____
☐ Estimated Price _____

3.3 RENEWAL COMPENSATION: If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 EXPENSES: Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT: _____ % discount for payment within _____ days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract. Send invoices to _____
_____.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 **AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, 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, or if funds needed are insufficient for any reason.

4.2 **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, 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 during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 **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, labor disputes, 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.

4.5 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Contract 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 this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. 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 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; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is 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.

4.6 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Contract, whether written documents or 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 State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY: The Vendor agrees to indemnify and hold harmless 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 representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from Vendor's negligent performance hereunder, (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.

4.8 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State 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 State. Vendor shall provide: (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, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; 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.

4.9 INDEPENDENT CONTRACTOR: Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING: This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this 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 this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 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 license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW: This 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 (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION: Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY: The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. 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.

5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).

5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to

the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.24.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.24.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

6. SUPPLEMENTAL PROVISIONS

6.1 **ENTIRE CONTRACT:** This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

☐ Definitions

☐ Public Works Requirements (820 ILCS 130/4)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

☐ Prohibition on Contingent Fees (certain federally funded contracts)

☐ BEP Subcontracting Requirements

☒ State Supplemental Terms and Conditions

☐ Vendor Supplemental Terms and Conditions

☐ Prior Vendor Collective Bargaining Contractor

This applies if the prior Vendor's employees who perform the services under the prior contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must: (a) offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. You are certifying you will comply with this law.

☐ Other (describe)

6.1.1 Confidentiality of Program Recipient Identification. Vendor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Vendor and Vendor's employees, by Vendor's corporate affiliates and their employees, and by Vendor's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Vendor, in the course of performing the Contract, serves as a business associate of the Agency/Buyer, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Vendor shall assist the Agency/Buyer in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Agency/Buyer's medical programs.

6.1.2 Nondiscrimination. Vendor and Vendor's principals, employees and subcontractors shall abide by Executive Orders 11246 and 11375. Vendor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Contract.

6.1.3 Exclusions.

- A. Vendor shall screen all current and prospective employees, contractors and sub-contractors, prior to engaging their services under this Contract and at least annually thereafter, by:
 - 1. requiring that all current or prospective employees, contractors or sub-contractors disclose whether they are an Excluded Individual or Entity; and
 - 2. reviewing the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (<http://www.state.il.us/agency/oig>), and the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services OIG (HHS/OIG) (<http://www.dhhs.gov/oig>).
- B. For purposes of this section, "Excluded Individual or Entity" shall mean a person or entity which:
 - 1. under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
 - 2. has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
 - 3. has been convicted of a criminal offense related to the provision of health care items or services in the last ten (10) years.
- C. Vendor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual or Entity, and shall notify the OIG of the termination.

6.1.4 Child Support. Vendor shall ensure that its employees who provide services to the Agency/Buyer under this Contract are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Vendor will not be considered out of compliance with the requirements of this Section if, upon request by the Agency/Buyer, Vendor provides:

- A. Proof of payment of past-due amounts in full;
- B. Proof that the alleged obligation of past-due amounts is being contested through appropriate court or administrative proceedings and Vendor provides proof of the pendency of such proceedings; or
- C. Proof of entry into payment arrangements acceptable to the appropriate State agency.

6.1.5 Clean Air Act and Clean Water Act. Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act (42 U.S.C. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the United States Environmental Protection Agency.

6.1.6 Lobbying.

- A. Vendor certifies to the best of Vendor's knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Vendor's request from the Agency/Buyer's Bureau of Fiscal Operations.

- C. Vendor shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this Contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.1.7 HIPAA Compliance Obligations. Vendor and the Agency/Buyer shall comply with the terms of the HIPAA Compliance Obligations set forth in Attachment A. If Vendor materially breaches the terms of the HIPAA Compliance Obligations, the Agency/Buyer may require a cure or terminate this Contract, as provided herein.

6.1.8 Retention of HIPAA Records. Vendor shall maintain for a minimum of six (6) years documentation of the protected health information disclosed by the Vendor, and all requests from individuals for access to records or amendment of records, pursuant to Attachment A, sections C.6. and C.7., of this Contract, in accordance with 45 CFR 164.530(j).

6.1.9 Marketing.

- A. *Definition.* Marketing is any communication by Vendor about a product or service that encourages the individual (as defined in Attachment A, incorporated by reference and made a part hereof) to purchase or use the product or service, unless the communication is limited to:
1. A description of health-related products or services (or payment for such products or services) that are provided by or included in a plan of benefits of the Agency/Buyer or Vendor pursuant to this Contract, including communications regarding the entities participating in a health care provider network or health plan network, replacement of or enhancements to a health plan, and health-related products or services available only to an enrollee that add value to but are not part of the plan of benefits;
 2. Communications for treatment of the individual; or
 3. Communications for case management or care coordination for the individual or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual.
- B. *Authorization.*
1. Vendor must obtain an authorization for any use or disclosure of protected health information (as defined in Attachment A) for marketing, except if the communication is in the form of: face to face communication made by Vendor to the individual, or a promotional gift of nominal value provided by Vendor.
 2. If the marketing involves direct or indirect remuneration to Vendor from a third party, the authorization shall state that such remuneration is involved.

6.1.10 Billing.

- A. All record keeping shall be in accordance with sound accounting standards.
- B. Each invoice shall be signed by Vendor and shall set out Vendor's social security number or taxpayer identification number.

6.1.11 Retention of Payments. In addition to assessment of liquidated damages (if applicable), imposition of late fees (if applicable), pursuit of actual damages, or termination of this Contract:

- A. Pursuant to 44 Ill. Admin. Code 1.5530, the Agency/Buyer may deduct from whatever is owed Vendor on this or any other contract an amount sufficient to compensate the State of Illinois for any damages suffered by it because of Vendor's breach of contract or other unlawful act on Vendor's part on which the cancellation is based, including, but not limited to:
1. The additional cost of supplies or services bought elsewhere;
 2. The cost of repeating the procurement procedure;
 3. Any expenses incurred because of delay in receipt of supplies or services; and
 4. Any other damages caused by Vendor's breach of contract or unlawful act.

- B. If any failure of Vendor to meet any requirement of this Contract results in the withholding of federal funds from the State, the Agency/Buyer may withhold and retain an equivalent amount from payments to Vendor until such federal funds are released to the State, at which time the Agency/Buyer will release to Vendor the equivalent withheld funds.

6.1.12 Deductions from Payments. Any payment to Vendor may be reduced or suspended when a provision of this Contract requires a payment or refund to the Agency/Buyer or an adjustment to payment to Vendor.

6.1.13 Computational Error. The Agency/Buyer reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Agency/Buyer will notify Vendor of any such corrections.

6.1.14 Disputes Between Vendor and Other Parties. Any dispute between Vendor and any third party, including any subcontractor, shall be solely between such third party and Vendor, and the Agency/Buyer shall be held harmless by Vendor. Vendor agrees to assume all risk of loss and to indemnify and hold the Agency/Buyer and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Vendor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

6.1.15 Fraud and Abuse. Vendor shall report to the Agency/Buyer's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program, or suspected misconduct of Agency/Buyer employees, as soon as Vendor learns of the suspected fraud and abuse or misconduct. Vendor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. Vendor shall cooperate with all investigations of suspected fraud and abuse or Agency/Buyer employee misconduct.

6.1.16 Gifts. Vendor and Vendor's principals, employees and subcontractors are prohibited from giving gifts to Agency/Buyer employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous contract with the Agency/Buyer involving duties or obligations related to this Contract.

6.1.17 Media Relations and Public Information. Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Contract or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Agency/Buyer. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor's duties and obligations under this Contract unless such dissemination has been previously approved in writing by the Agency/Buyer.

6.1.18 Most Favorable Rate. Nothing in this Contract shall prevent Vendor from performing similar services for other parties. However, Vendor warrants that at no time will the compensation paid by the Agency/Buyer for services rendered under this Contract exceed the rate Vendor charges for the rendering of similar services elsewhere; and provided further that, if more favorable terms are granted by Vendor to any State or local governmental entity in an agreement for comparable supplies or services, the more favorable financial terms shall be applicable under this Contract.

6.1.20 Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Contract:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Contract are provided for convenience only and shall not affect the meaning or interpretation of this Contract or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
- H. Words in the plural which should be singular by context shall be so read, and vice versa; and
- I. References to "Illinois Department of Healthcare and Family Services," "Department" or "Agency" shall include any successor agency or agencies thereto.

6.1.21 Sale or Transfer. Vendor shall provide the Agency/Buyer with the earliest possible advance notice of any sale or transfer of Vendor's business. The Agency/Buyer has the right to terminate this Contract without cause upon notification of such sale or transfer.

6.1.22 Vendor Certifications. By signing this Contract, Vendor makes certain certifications and warranties. This Contract may be terminated immediately, or upon notice by the Agency/Buyer in its sole discretion, upon Vendor's failure to maintain these certifications and warranties.

6.1.23 Development Work. Neither Vendor, nor Vendor's principals, employees and subcontractors, nor any person with whom Vendor has, or is negotiating, a contract for such person's future employment, has performed any work for which there was payment by the Agency/Buyer that directly relates to the development of this Contract.

6.1.24 Notice of Change in Circumstances. In the event Vendor, Vendor's parent, or a related corporate entity becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Vendor's ability to perform under this Contract, Vendor will immediately notify the Agency/Buyer in writing.

6.1.25 Inability to Perform. If it becomes impossible for named individuals to render the services set forth in this Contract because of death or any other occurrence beyond the control of Vendor, Vendor shall not be relieved of Vendor's obligations to complete performance hereunder, but the Agency/Buyer, at its own option, may accept a substitute or terminate the Contract.

6.1.26 Performance of Services and Duties. Vendor shall perform all services and other duties as set forth in this Contract in accordance with, and subject to, applicable Agency/Buyer Administrative Rules and policies (which may be contained in HFS' Provider Notices, and HFS' Provider Handbooks), including rules and regulations which may be issued or promulgated from time to time during the term of this Contract. Vendor shall be provided copies of such upon Vendor's written request.

6.1.27 Consultation. Vendor shall promptly furnish the Agency/Buyer with copies of all correspondence and all documents prepared in connection with the services rendered under this Contract.

6.1.28 Employee Handbook. Vendor shall ensure that its employees who provide services under this contract at a location controlled by the Agency/Buyer abide by applicable provisions of HFS' Employee Handbook.

6.1.29 Payment to Vendor.

- A. The Agency/Buyer shall pay Vendor for Vendor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Agency/Buyer for extra charges, supplies or expenses.
- B. The Agency/Buyer will use its best efforts to initiate payment of complete and approved invoices within sixty (60) days after receipt of such invoices from Vendor.

Attachment A
HIPAA Compliance Obligations

- A. Definitions.
1. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR section 164.501.
 2. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
 3. "PHI" means Protected Health Information, which shall have the same meaning as the term "protected health information" in 45 CFR section 164.501, limited to the information created or received by Contractor from or on behalf of the Agency/Buyer.
 4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164 subparts A and E.
 5. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR section 164.103.
- B. Contractor's Permitted Uses and Disclosures.
1. Except as otherwise limited by this Contract, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Agency/Buyer as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Agency/Buyer.
 2. Except as otherwise limited by this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor.
 3. Except as otherwise limited by this Contract, Contractor may disclose PHI for the proper management and administration of Contractor, provided that the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person. Contractor shall require the person to whom the PHI was disclosed to notify Contractor of any instances of which the person is aware in which the confidentiality of the PHI has been breached.
 4. Except as otherwise limited by this Contract, Contractor may use PHI to provide data aggregation services to the Agency/Buyer as permitted by 45 CFR section 164.504(e)(2)(i)(B).
 5. Contractor may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR section 164.502(j)(1).
- C. Limitations on Contractor's Uses and Disclosures. Contractor shall:
1. Not use or further disclose PHI other than as permitted or required by the Contract or as required by law;
 2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
 3. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract;
 4. Report to the Agency/Buyer any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;

5. Ensure that any agents, including a subcontractor, to whom Contractor provides PHI received from the Agency/Buyer or created or received by Contractor on behalf of the Agency/Buyer, agree to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information;
 6. Provide access to PHI in a Designated Record Set to the Agency/Buyer or to another individual whom the Agency/Buyer names, in order to meet the requirements of 45 CFR section 164.524, at the Agency/Buyer's request, and in the time and manner specified by the Agency/Buyer;
 7. Make available PHI in a Designated Record Set for amendment and to incorporate any amendments to PHI in a Designated Record Set that the Agency/Buyer directs or that Contractor agrees to pursuant to 45 CFR section 164.526 at the request of the Agency/Buyer or an individual, and in a time and manner specified by the Agency/Buyer;
 8. Make Contractor's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Agency/Buyer or created or received by Contractor on behalf of the Agency/Buyer available to the Agency/Buyer and to the Secretary of Health and Human Services for purposes of determining the Agency/Buyer's compliance with the Privacy Rule;
 9. Document disclosures of PHI and information related to disclosures of PHI as would be required for the Agency/Buyer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
 10. Provide to the Agency/Buyer or to an individual, in a time and manner specified by the Agency/Buyer, information collected in accordance with the terms of this Contract to permit the Agency/Buyer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
 11. Return or destroy all PHI received from the Agency/Buyer or created or received by Contractor on behalf of the Agency/Buyer that Contractor still maintains in any form, and to retain no copies of such PHI, upon termination of this Contract for any reason. If such return or destruction is not feasible, Contractor shall provide the Agency/Buyer with notice of such purposes that make return or destruction infeasible, and upon the parties' written agreement that return or destruction is infeasible, Contractor shall extend the protections of the Contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall apply equally to PHI that is in the possession of Contractor and to PHI that is in the possession of subcontractors or agents of Contractor.
- D. Agency/Buyer Obligations. The Agency/Buyer shall:
1. Provide Contractor with the Agency/Buyer's Notice of Privacy Practices and notify Contractor of any changes to said Notice;
 2. Notify Contractor of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect Contractor's permitted or required uses and disclosures of PHI;
 3. Notify Contractor of any restriction to the use or disclosure of PHI that the Agency/Buyer had agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI;
 4. Not request that Contractor use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Agency/Buyer.
- E. Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits the Agency/Buyer to comply with the Privacy Rule.

APPENDICES

Appendix A

Price Proposal 1

NOTE: This Price Proposal must be submitted for all Vendor's costs and fees associated with Random Moment Time Study, Administrative Claiming, Direct Services Claiming, and Other Administrative Functions. This firm fixed price shall be for the entire term of the contract including all renewals.

This Price Proposal and Pricing Attachment (Appendix A) must be submitted in a separate, sealed envelope or container in the Offer container. This price information shall not be included in any form in the technical portion of the Vendor's Proposal.

VENDOR NAME

\$ _____	A fixed price fee for the services required for a state-wide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 5%.
\$ _____	A fixed price fee for the services required for a state-wide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 2%.
\$ _____	A fixed price fee for the services required for Administrative Claiming as described in Section 3.2.2.
\$ _____	A fixed price fee for the services required for Direct Service Claims as described in Section 3.2.3.
\$ _____	A fixed price fee for the services required for other administrative functions as described in Section 3.2.4.

Signature is required on the following page.

Appendix A

Price Proposal 2

NOTE: This Price Proposal must be submitted for all Vendor's costs and fees associated with Random Moment Time Study, Direct Services Claiming, and Other Administrative Functions. This firm fixed price shall be for the entire term of the contract including all renewals.

This Price Proposal and Pricing Attachment (Appendix A) must be submitted in a separate, sealed envelope or container in the Offer container. This price information shall not be included in any form in the technical portion of the Vendor's Proposal.

VENDOR NAME

\$ _____	A fixed price fee for the services required for a state-wide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 5%.
\$ _____	A fixed price fee for the services required for a state-wide RMTS as described in Section 3.2.1, at a confidence level of 95% +/- 2%.
\$ _____	A fixed price fee for the services required for Direct Service Claims as described in Section 3.2.3.
\$ _____	A fixed price fee for the services required for other administrative functions as described in Section 3.2.4.

Signature is required on the following page.

**Appendix A
Price Proposal
Price Proposal Signature Page**

Note: The rates listed in your Price Proposal must reflect the Total Contract Value for ALL Requirements including G & A*

*G & A = **all** General and Administrative Costs, Profits, Travel, per diem, and **ALL** costs associated with this Contract.

Where there is a reference in the RFP to deliverables, submission requirements or other response and Contract performance discussions, said reference may not include all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to and price **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

Authorized Signature

Print Name:

Date

Appendix B
HIPAA Compliance Obligations

- A. Definitions.
1. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR section 164.501.
 2. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
 3. "PHI" means Protected Health Information, which shall have the same meaning as the term "protected health information" in 45 CFR section 164.501, limited to the information created or received by Contractor from or on behalf of the Department.
 4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164 subparts A and E.
 5. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR section 164.103.
- B. Contractor's Permitted Uses and Disclosures.
1. Except as otherwise limited by this Contract, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Department as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department.
 2. Except as otherwise limited by this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor.
 3. Except as otherwise limited by this Contract, Contractor may disclose PHI for the proper management and administration of Contractor, provided that the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person. Contractor shall require the person to whom the PHI was disclosed to notify Contractor of any instances of which the person is aware in which the confidentiality of the PHI has been breached.
 4. Except as otherwise limited by this Contract, Contractor may use PHI to provide data aggregation services to the Department as permitted by 45 CFR section 164.504(e)(2)(i)(B).
 5. Contractor may use PHI to report violations of law to appropriate federal and State authorities, consistent with 45 CFR section 164.502(j)(1).

- C. Limitations on Contractor's Uses and Disclosures. Contractor shall:
1. Not use or further disclose PHI other than as permitted or required by the Contract or as required by law;
 2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
 3. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract;
 4. Report to the Department any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;
 5. Ensure that any agents, including a subcontractor, to whom Contractor provides PHI received from the Department or created or received by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information;
 6. Provide access to PHI in a Designated Record Set to the Department or to another individual whom the Department names, in order to meet the requirements of 45 CFR section 164.524, at the Department's request, and in the time and manner specified by the Department;
 7. Make available PHI in a Designated Record Set for amendment and to incorporate any amendments to PHI in a Designated Record Set that the Department directs or that Contractor agrees to pursuant to 45 CFR section 164.526 at the request of the Department or an individual, and in a time and manner specified by the Department;
 8. Make Contractor's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Department or created or received by Contractor on behalf of the Department available to the Department and to the Secretary of Health and Human Services for purposes of determining the Department's compliance with the Privacy Rule;
 9. Document disclosures of PHI and information related to disclosures of PHI as would be required for the Department to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
 10. Provide to the Department or to an individual, in a time and manner specified by the Department, information collected in accordance with the terms of this Contract to permit the Department to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
 11. Return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains in any form, and to retain no copies of such PHI, upon termination of this Contract for any reason. If such return or destruction is not feasible, Contractor shall provide the Department with notice of such purposes that make return or destruction infeasible, and upon the parties' written agreement that return or destruction is infeasible, Contractor shall extend the protections of the Contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall apply equally to PHI that is in the possession of Contractor and to PHI that is in the possession or subcontractors or agents of Contractor.
- D. Agency/Buyer Obligations. The Agency/Buyer shall:
1. Provide Contractor with the Agency/Buyer's Notice of Privacy Practices and notify Contractor of any changes to said Notice;
 2. Notify Contractor of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect Contractor's permitted or required uses and disclosures of PHI;
 3. Notify Contractor of any restriction to the use or disclosure of PHI that the Agency/Buyer had agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI;
 4. Not request that Contractor use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Agency/Buyer.
- E. Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits the Agency/Buyer to comply with the Privacy Rule.

Appendix C

School Districts and Their Participation Status

SAMPLE FORMAT

School-Based Health Services LEA Participation During 2007-2008 School Year School Districts and Their Participation Status					
District Name	County	Address	# of Students Enrolled	Administrative Claiming*	Direct Services Claiming*
Chicago Pubic Schools	Cook			✓	✓
Viriden Community Unit School District #4	Macoupin			✓	
Springfield School District	Sangamon				

* filed during one or more quarters during the last fiscal year

Appendix D

Chart of State Regions

<u>REGION</u>	<u>COUNTY</u>
<u>Chicago</u>	<u>Cook</u>
<u>West Chicago</u>	DuPage, Grundy, Kane, Kankakee, Kendall, Lake, McHenry, Will
Rockford	Boone, Carroll, DeKalb, JoDaviess, Lee, Ogle, Stephenson, Whiteside, Winnebago
<u>Peoria</u>	Adams, Brown, Bureau, Cass, Fulton, Hancock, Henderson, Henry, Knox, La Salle, Logan, Marshall, Mason, McDonough, Menard, Mercer, Peoria, <u>Putnam, Rock Island, Schuyler, Stark, Tazwell,</u> Warren, Woodford
<u>Champaign</u>	<u>Champaign, Clark, Coles, Cumberland, DeWitt, Douglas, Edgar,</u> <u>Ford, Iroquois, Livingston, Macon, McLean,</u> Moultrie, Piatt, Shelby, Vermilion
<u>Edwardsville</u>	Bond, Calhoun, Christian, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Morgan, Pike, Randolph, Sangamon, Scott, St. Clair, Washington
<u>Marion</u>	<u>Alexander, Clay, Crawford, Edwards, Effingham, Fayette,</u> <u>Franklin, Gallatin, Hamilton, Hardin, Jackson, Jasper, Jefferson,</u> <u>Johnson, Lawrence, Marion, Massac, Perry, Pope, Pulaski,</u> <u>Richland, Saline, Union, Wabash, Wayne, White, Williamson</u>

Appendix E
Claim Form For School Based Health Services Administrative Outreach Claiming
Skilled Professional Medical Personnel (SPMP)

Provider Number:

Provider Name:

All Students w/IEP/IFSP

Claim Type
 Claim Status
 Calendar Claim Period:
 HFS Fiscal Claim Period

Total Number of Students
 Total of LEA 0 Students Not Matchable
 Total of LEA 1 Students (Medicaid Expansion Eligible)
 Total of LEA 2 Students (Title XXI Eligible)
 Total of LEA 3 Students (Medicaid Eligible)

Personnel	Claimable Personnel Costs	Total FTEs	Sampled FTEs	A1	A3	B1	B3	C3	D1	D3
Audiologist										
Medical Social Worker										
Occupational Therapist										
Physical Therapist										
Registered Nurse										
School Psychologist										
Speech/Language Pathologist										
Summary										

Personnel	E1	E3	F1	G1	H3A	H3B	I3	Total Units
Audiologist								
Medical Social Worker								
Occupational Therapist								
Physical Therapist								
Registered Nurse								
School Psychologist								
Speech/Language Pathologist								
Summary								

Key:

A1-Medicaid/All Kids Public Awareness and Information (non-SPMP)
A3- Public Awareness and Information for Non-Medical/All Kids Programs
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)
/3- Facilitating Access to non-Medicaid/All Kids Programs
C3-Identification and Referral to Access non-Medicaid/All Kids Programs
D1- Health Provider Networking and Interagency Coordination for Medicaid/All Kids Program (non-SPMP)
D3-Health Provider Networking and Interagency Coordination for Non-Medicaid/All Kids Programs
E1-Case Management for Non-IEP/ISFP-related Medical Services (non-SPMP)
E3-Case Management for Non-Medical Services
F1-Case Management for IEP/ISFP-related Medical Services (non-SPMP)
G-General Administration
H3a-Direct face-to-face Service
H3b-Preparatory and follow-up time necessary for a face-to-face service
I-3-School Related and Educational Services

Appendix E (1)
Claim Form For School Based Health Services Administrative Outreach Claiming
Other Personnel

Provider Number:

Provider Name:

Claim Type Claim Status Calendar Claim Period: HFS Fiscal Claim Period	<table border="0"> <tr> <td style="text-align: center;">All Students</td> <td style="text-align: center;">Students w/IEP/IFSP</td> </tr> <tr> <td colspan="2">Total Number of Students</td> </tr> <tr> <td colspan="2">Total of LEA 0 Students Not Matchable</td> </tr> <tr> <td colspan="2">Total of LEA 1 Students (Medicaid Expansion Eligible)</td> </tr> <tr> <td colspan="2">Total of LEA 2 Students (Title XXI Eligible)</td> </tr> <tr> <td colspan="2">Total of LEA 3 Students (Medicaid Eligible)</td> </tr> </table>	All Students	Students w/IEP/IFSP	Total Number of Students		Total of LEA 0 Students Not Matchable		Total of LEA 1 Students (Medicaid Expansion Eligible)		Total of LEA 2 Students (Title XXI Eligible)		Total of LEA 3 Students (Medicaid Eligible)	
All Students	Students w/IEP/IFSP												
Total Number of Students													
Total of LEA 0 Students Not Matchable													
Total of LEA 1 Students (Medicaid Expansion Eligible)													
Total of LEA 2 Students (Title XXI Eligible)													
Total of LEA 3 Students (Medicaid Eligible)													

Personnel	Claimable Personnel Costs	Total FTEs	Sampled FTEs	A1	A3	B1	B3	C3	D1	D3
Case Manager										
Licensed Practical Nurse										
School Counselor										
Special Education/Pupil Support Administrator										
Summary										

Key:

A1-Medicaid/All Kids Public Awareness and Information (non-SPMP)
 A3- Public Awareness and Information for Non-Medicaid/All Kids Programs
 B1-Facilitating Access to Medicaid/All Kids (non-SPMP)
 B3- Facilitating Access to non-Medicaid/All Kids Programs
 C3-Identification and Referral to Access non-Medicaid/All Kids Programs
 D1- Health Provider Networking and Interagency Coordination for Medicaid/All Kids Program (non-SPMP)
 D3-Health Provider Networking and Interagency Coordination for Non-Medicaid/All Kids Programs
 E1-Case Management for Non-IEP/ISFP-related Medical Services (non-SPMP)
 E3-Case Management for Non-Medical Services
 F1-Case Management for IEP/ISFP-related Medical Services (non-SPMP)
 G-General Administration
 H3a-Direct face-to-face Service
 H3b-Preparatory and follow-up time necessary for a face-to-face service
 I-3-School Related and Educational Services

Personnel	E1	E3	F1	G1	H3A	H3B	I3	Total Units
Case Manager								
Licensed Practical Nurse								
School Counselor								
Special Education/Pupil Support Adm.								
Summary								

Appendix E (2)
Claim Form For School-Based Health Services Administrative Outreach Claiming
Direct Support Staff

Provider Number:

Provider Name:

Claim Type
 Claim Status
 Calendar Claim Period:
 HFS Fiscal Claim Period

All Students Students w/IEP/IFSP
Total Number of Students
 Total of LEA 0 Students Not Matchable
 Total of LEA 1 Students (Medicaid Expansion Eligible)
 Total of LEA 2 Students (Title XXI Eligible)
 Total of LEA 3 Students (Medicaid Eligible)

Personnel	Claimable Personnel Costs	Total FTEs	Sampled FTEs	A1	A3	B1	B3	C3	D1	D3
Audiologist										
Medical Social Worker										
Occupational Therapist										
Physical Therapist										
Registered Nurse										
School Psychologist										
Speech/Language Pathologist										
Summary										

Key:

A1-Medicaid/All Kids Public Awareness and Information (non-SPMP)
 A3- Public Awareness and Information for Non-Medicaid/All Kids Programs
 B1-Facilitating Access to Medicaid/All Kids (non-SPMP)
 B3- Facilitating Access to non-Medicaid/All Kids Programs
 C3-Identification and Referral to Access non-Medicaid/All Kids Programs
 D1- Health Provider Networking and Interagency Coordination for Medicaid/All Kids Program (non-SPMP)
 D3-Health Provider Networking and Interagency Coordination for Non-Medicaid/All Kids Programs
 E1-Case Management for Non-IEP/IFSP-related Medical Services (non-SPMP)
 E3-Case Management for Non-Medical Services
 F1-Case Management for IEP/IFSP-related Medical Services (non-SPMP)
 G-General Administration
 H3a-Direct face-to-face Service
 H3b-Preparatory and follow-up time necessary for a face-to-face service
 I-3-School Related and Educational Services

Personnel	E1	E3	F1	G1	H3A	H3B	I3	Total Units
Audiologist								
Medical Social Worker								
Occupational Therapist								
Physical Therapist								
Registered Nurse								
School Psychologist								
Speech/Language Pathologist								
Summary								

Appendix E (3)
Gross Claim Computational Report
Skilled Professional Medical Personnel

AUDIOLOGIST

Provider Number:

Provider Name:

Claim Type:

Claim Status:

Calendar Claim Period:

HFS Fiscal Claim Period:

Relevant Expenses:

Total FTEs:

Sampled FTEs:

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non-Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non- SPMP)					
A3-Public Awareness and Information for non-Medicaid/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non- Medicaid/All Kids Programs					
C3-Identification and Referral to Access non-Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non-Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G - General					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time necessary for a face-to- face service					
I3-School Related and Educational Services					
TOTAL					

MEDICAL SOCIAL WORKER

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non-Medicaid/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non-Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non-Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:**Non-IEP:****IEP:**

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non-SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non-SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Occupational Therapist

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Accesss to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:**Non-IEP:****IEP:**

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Physical Therapist

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Accesss to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:**Non-IEP:****IEP:**

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time					

necessary for a face-to-face service					
I3-School Related and Educational Services					
0TOTAL					

Registered Nurse

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Accesss to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:**Non-IEP:****IEP:**

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Aministration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time					

necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

School Psychologist

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Accesss to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:**Non-IEP:****IEP:**

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time					

necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Speech/Language Pathologist

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Accesss to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
follow-up time necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Appendix E (4)
Gross Claim Computational Report
Other Personnel

Case Manager

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					

Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Licensed Practical Nurse

Provider Number:

Provider Name:

Claim Type:

Relevant Expenses

Claim Status

Total FTEs

Calendar Claim Period:

Sampled FTEs

HFS Fiscal Claim Period

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Accesss to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G - General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
follow-up time necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

School Counselor

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/All Kids Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and					

follow-up time necessary for a face-to- face service					
I3-School Related and Educational Services					
TOTAL					

Special Education/Pupil Support Administrator

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/ALL KIDS Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non- Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs (Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:**Non-IEP:****IEP:**

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G –General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Appendix E (5)
Gross Claim Computational Report
Direct Support Personnel
Weighted Average

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Direct Support FTEs

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non-Medicaid/ALL KIDS Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non-Medicaid/All Kids Programs					
C3-Identification and Referral to Access non-Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non-Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non-SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non-SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G – General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time necessary for a face-to-face service					
I3-School Related and Educational Services					
TOTAL					

Appendix E (6)
Summed Gross Claim Computational Report
All Personnel Costs

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Category I Activities (discounted to excluded Title XIX Clients	Summed Claim for All SPMP Gross	Summed Claim for All SPMP Net	Summed Claim for All Direct Support Personnel Gross	Summed Claim for All Direct Support Personnel Net	Summed Claim for All Other Personnel Gross	Summed Claim for All Other Personnel Net
A1-Medicaid/All Kids Public Awareness & Information (non- SPMP)						
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)						
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)						
Subtotal						

Category II Activities	Summed Claim for All SPMP Gross	Summed Claim for All SPMP Net	Summed Claim for All Direct Support Personnel Gross	Summed Claim for All Direct Support Personnel Net	Summed Claim for All Other Personnel Gross
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					

Category III Activities	Summed Claim for All SPMP Gross	Summed Claim for All SPMP Net	Summed Claim for All Direct Support Personnel Gross	Summed Claim for All Direct Support Personnel Net	Summed Claim for All Other Personnel Gross
G – General Administration					
Total 50% FFP Claim Level					
Total 75% FFP Claim Level					
Totals					

Expenditures

Total Relevant Direct Personnel (SPMP) Expenditures:
Total Relevant Direct Support Personnel Expenditures:
Total Relevant Other Personnel Expenditures:
Total Relevant Personnel Expenditures:

FTEs
Skilled Professional Medical Personnel
Direct Support Personnel
Other Personnel
All FTEs In Sampling Universe (SPMP and others)

Gross Totals by Personnel Type:

Total Skilled Professional Medical Personnel:
Total Direct Support Personnel:
Total Other Personnel 50% claim level:
Total :

FTEs	FTEs in Sample	Gross Totals by FFP
		Total 50% Claim Level
		Total 75% Claim Level
		Total:

Appendix E (7)
Gross Claim Computational Report
Non-Salary Expenses

Provider Number:

Provider Name:

Claim Type:

Claim Status

Calendar Claim Period:

HFS Fiscal Claim Period

Relevant Expenses

Total FTEs

Sampled FTEs

Title XIX Clients as a Percentage of All Medicaid Clients:

Category I Activities (discounted to excluded Title XIX Clients)	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
A1-Medicaid/All Kids Public Awareness & Information (non-SPMP)					
A3-Public Awareness and Information for non- Medical/ALL KIDS Programs					
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)					
B3-Facilitating Access to non-Medicaid/All Kids Programs					
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs (Non-SPMP)					
D3-Health Provider Networking and Interagency Coordination for non- Medicaid/All Kids Programs					
Subtotal					

Percentage of Title XIX Clients:

Non-IEP:

IEP:

Category II Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)					
E3-Case Management for Non-Medical Services					
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)					
Subtotal					

Category III Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
G –General Administration					
Category IV Activities	Units of Service	Non Discounted Percentage	Discounted Percentage	Gross Claim Amount	Net Claim Amount
H3A-Direct face-to-face Service					
H3B-Preparatory and follow-up time necessary for a face-to- face service					
I3-School Related and					

Educational Services					
TOTAL					

Appendix E (8)
Gross And Net Claim Computational Report
All Claimable Costs

Provider Number:

Provider Name:

Claim Type:
Claim Status
Calendar Claim Period:
HFS Fiscal Claim Period

Total Relevant Personnel Expenditures
Total Relevant Non-Salary Expenditures
Total Relevant Expenditures
All FTEs Sampled
All FTEs in Sampling Universe

Category I Activities (discounted to excluded Title XIX Clients)	Summed Claim for All Personnel Gross	Summed Claim for All Personnel Net	Summed Claim for All Non-Salary Expenses Gross	Summed Claim for All Non-Salary Expenses Net
A1-Medicaid/All Kids Public Awareness & Information (non- SPMP)				
B1-Facilitating Access to Medicaid/All Kids (non-SPMP)				
D1-Health Provider Networking and Interagency Coordination for Medicaid/All Kids Programs(Non-SPMP)				

Category II Activities	Summed Claim for All Personnel Gross	Summed Claim for All Personnel Net	Summed Claim for All Non- Salary Expenses Gross	Summed Claim for All Non- Salary Expenses Net
E1-Case Management for non-IEP/ISFP-related Medical services (non- SPMP)				
F1-Case Management for IEP/ISFP-related Medical Services (non- SPMP)				

Category III Activities	Summed Claim for All Personnel Gross	Summed Claim for All Personnel Net	Summed Claim for All Non- Salary Expenses Gross	Summed Claim for All Non- Salary Expenses Net
G – General Administration				
Totals				

Appendix E (9)
GROSS and NET Claim Computational Report
All Claimed Costs

Provider Number:

Provider Name:

Claim Type:

Claim Status:

Calendar Claim Period:

HFS Fiscal Claim Period:

Claim Amount	50%	75%	Total
Skilled Professional Medical Personnel			
Direct Support Personnel			
Other Personnel			
Personnel Total			
Non-Salary Expenses			
REV Vendor Costs			
Insurance Expenditures			
Rental Expenditures			
Dues and Fees Expenditures			
Interest Expenditures			
Sub-Total			
Indirect Costs/Indirect Rate:			
Grand Total Claim (Gross)			
Grand Total Claim (NET)			

***=Non-Salary Expenses are allocable costs of materials and supplies**

**Appendix E (10)
LEA-Wide Expenditures
Discounted**

Provider Number:

Provider Name:

Claim Type:

Claim Status:

Peer Group:

Calendar Claim Period:

HFS Fiscal Claim Period:

Total LEA-Wide Personnel Expenditures:

Gross Claim for Personnel Expenditures:

Discount Percentage:

Total Amount Gross Claim Amount

Insurance

Rental

Dues and Fees

Interest

Special Education Expenditures

**Direct Indirect
Expenditures Expenditures**

Administrative Claim

Direct Services

Other

Totals

Total Special Education Expenditures:

Quality Assurance Program

The Vendor shall implement a comprehensive Quality Assurance Program for determining the quality of its program in: Administrative Claiming, Direct Service Claiming, and performance of administrative functions. All aspects of the Quality Assurance Program shall be specific to Illinois' School-Based Health Services Program. The Vendor shall describe its Quality Assurance Program through the development and implementation of a Quality Assurance Plan (QAP) detailing its internal and external monitoring processes and specific staff assigned to monitor each area required in the RFP. The Quality Assurance Plan shall include a work plan that details activities, timelines and staff responsibilities.

1. **Quality Assurance Plan (QAP):** The Vendor shall develop and implement a QAP. The purpose of this QAP shall be to establish the processes to measure and ensure that all services described in this RFP for the School-Based Health Services Program are delivered. The Vendor shall review the QAP on an annual basis, or more frequently, as determined necessary by Vendor. Any revisions to the QAP shall be submitted to HFS for prior approval. The Vendor shall provide the Agency with a written QAP that includes the following minimum elements:
 - A. **Administrative Claiming:** The Vendor shall assure that all LEAs are appropriately performing Random Moment Time Study activities to support the Administrative Claiming process, using a correct interpretation of all State and federal requirements and guidelines. The Vendor shall ensure, to its ability that LEA information used to calculate the Administrative Claim is accurate, true and correct, and shall have monitoring processes in place to review the LEAs' certification of its staffing costs used in preparation of the claim. The Vendor shall have an internal quality assurance process in place to assure the accuracy and completeness on its training and technical assistance provided to LEAs relative to all functions involving School-Based Health Services Program Administrative Claiming. This internal quality assurance process shall be detailed in the Quality Assurance Plan.
 - B. **Direct Service Claiming:** The Vendor shall assure that all LEAs are appropriately and adequately prepared to submit their Direct Services Claims through the MEDI system. The Vendor must maintain up-to-date information on HFS covered Direct Services, including coding, HFS Provider Notices that relate to School-Based Health Services. The Vendor shall have an internal quality assurance process in place to assure the accuracy and completeness on its training and technical assistance provided to LEAs relative to all functions involving School-Based Health Services Program Direct Services Claiming. This internal quality assurance process shall be detailed in the Quality Assurance Plan.
 - C. **Other Administrative Functions:** The Vendor shall assure that its other administrative functions are internally monitored to assure quality, completeness and accuracy. Such other functions include:
 - a. **Interagency Agreements with LEAs:** The Vendor shall have monitoring processes in place to assure that Interagency Agreements between LEAs and HFS are executed by LEAs in a timely fashion, and that the Vendor promote LEA participation in the claiming process.
 - b. **Training:** The Vendor's Quality Assurance Plan shall include internal monitoring processes to verify the accuracy of all training materials, and shall include periodic review and updating, as needed. Access (geographical and individual LEA access) to training programs established by the Vendor in support of the School-Based Health Services Program shall be monitored for LEA attendance and understanding of materials/information, customer satisfaction and to assist in the development of ongoing technical assistance needs. The Vendor shall have quality monitoring in place to assure the training modules developed encourage the coordination of EPSDT related services with other EPSDT providers/contractors, as identified by HFS, to include the Illinois Health Connect Program; Your Healthcare Plus Program, and Dental.
 - c. **Network System/Web-based System:** The Vendor shall have quality assurance processes in place to ensure that a web-based system is developed, populated and updated with accurate information to support all of the required Vendor's Web-based responsibilities. This shall include information required to support both the Administrative and Direct Services Claiming activities. The Vendor's internal monitoring processes shall include periodic review of training modules for refining and updating, based on the LEAs' needs. The Vendor shall have an internal quality process in place to assure network security, including a back-up system and Business Continuity and Disaster Recovery Plan. The Vendor's monitoring shall assure that its network system is able to communicate in an electronic mode with HFS' network system on an ongoing basis, based on the connectivity requirements of HFS.
 - d. **Telecommunications:** The Vendor shall ensure that a statewide, toll-free telephone system is installed with adequate staff and lines to handle the call volume on a daily basis, and shall have internal monitoring processes in place to monitor its call center and automated answering system for accuracy of information, sufficient lines and staff to handle the technical assistance volume, and provide good customer service, evaluating customer satisfaction.
 - D. **Advisory Committee:** The Vendor shall have an Advisory Committee, consisting of at least seven Illinois Participating LEAs, at least one Advisory Committee member representing each region identified in Appendix D. The Advisory Committee will have the following responsibilities and meet at least quarterly to make recommendations on the Vendor's process and training needs of LEAs, and perform other review activities for the purpose of improving the Vendor's services.

- Page 2