

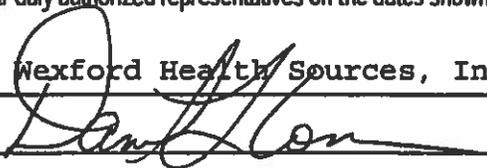
CONTRACT

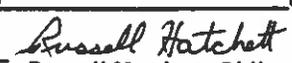
4AA0000090

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, 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. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

- 1. TERM AND TERMINATION
- 2. DESCRIPTION OF SUPPLIES AND SERVICES
- 3. PRICING
- 4. STANDARD BUSINESS TERMS AND CONDITIONS
- 5. STANDARD CERTIFICATIONS
- 6. DISCLOSURES AND CONFLICTS OF INTEREST
- 7. 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) Wexford Health Sources, Inc
 Signature 
 Printed Name Daniel L. Conn
 Title Executive VP, COO Date 6/27/2011
 Address 425 Holiday Drive
Pittsburgh, PA 15220
 Phone (412) 937-8590 Fax (412) 937-8599
 E-mail dconn@wexfordhealth.com

STATE OF ILLINOIS
 (Procuring Agency Name) DEPARTMENT OF HUMAN SERVICES
 Official Signature  18
 Printed Name Michelle R. B. Saddler
 Title Secretary Date 7/1/11
 Designee Signature 
Russell Hatchett, Obligation Mgmt. Staff
 Printed Name Susie Pennell
 Title TDF Business Administrator
 Address 901 Southwind Rd
Springfield, IL 62703
 Phone 217.786.0012 Fax 217.786.0010
 E-mail Susie.pennell@illinois.gov

CHIEF PROCUREMENT OFFICER

Official Signature _____
 Printed Name _____
 Title _____ Date _____
 Address _____

Designee Signature _____
 Printed Name _____
 Title _____ Date _____

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
PBC# <u>11-59249</u>	Project Title <u>TDF Resident Healthcare</u>		
Contract # <u>4AA0000090</u>	Procurement Method (IFB, RFP, Small, etc): <u>RFP</u>		
IPB Ref. # <u>22021033</u>	IPB Publication Date: <u>3/21/11</u>	Award Code: <u>B</u>	
Subcontractor Utilization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Funding Source <u>General Revenue</u>	Obligation # <u>4AA0000090</u>		
CPO 33 - General Counsel Approval:			
Signature _____	Printed Name _____	Date _____	

1. **TERM AND TERMINATION**

1.1 **TERM OF THIS CONTRACT:** This contract has an initial term of July 1, 2011 – June 30, 2014. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 **RENEWAL:** Subject to the maximum total term as identified above, the State has the option to renew for the following term(s):
Two one (1) year renewals.

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the State. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

1.3 **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured 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.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 **GOAL:** The Treatment and Detention program became operational on January 1, 1998 pursuant to the Sexually Violent Persons Commitment Act (725 ILCS 27/1). Under the Act, the Department of Human Services is the state agency responsible for the control, care, and treatment of individuals detained or civilly committed as sexually violent persons within a secure facility which is currently located at 1680 E. County Farm Rd., Rushville, Illinois. In the fulfillment of its responsibility under this Act, the Department needs a qualified vendor for the provision of comprehensive healthcare services for residents of the Treatment and Detention Facility. Comprehensive healthcare services shall include, but may not be limited to diagnostic, direct care, medical, pharmacy, infirmary, hospital referral, dental and medical laboratory, radiology, optical, dental, podiatry, and specialty services. As of January 31, 2011, the in-residence census at the secure facility is 431. It is estimated that the facility will experience an average of three (3) admissions per month.

The secure facility's Rushville location has full Healthcare Unit on-site.

It is the goal of the agency that comprehensive healthcare diagnostic and treatment services be provided according to medically accepted community standards of care, to ensure individual medical needs are addressed in a professional and timely manner; to maintain acceptable levels of staffing; to provide incentives for reducing costs that will benefit the agency; improve the quality of services; to simplify the payment process; to simplify the procurement process of medical and/or pharmaceutical supplies and inventory controls; and to ensure delivery of adequate healthcare to all individuals covered by this solicitation.

2.2 **SUPPLIES AND/OR SERVICES REQUIRED**

- 1) Vendor shall employ and direct such personnel as it requires to perform said services; shall secure any and all permits that may be required in order to perform the services herein contemplated; shall exercise full and complete authority over its personnel; shall comply with the workers compensation, employers liability and other Federal, State, County, and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated; and shall make all reports and remit all withholding or other deductions from the compensation paid its personnel as may be required by any Federal, State, County or municipal law, ordinance, rule or regulation. The Vendor shall at all times comply with and observe all Federal, State, and Local laws and regulations which are in effect during the period of this contract and which in any manner effect during the period of this contract and which in any manner affect the work or its conduct. To the extent that services are provided by the Vendor, Vendor agrees to comply with any existing or future court orders.
- 2) Pharmaceuticals and psychotropic medications will be made available through the Department's Central Pharmacy.
- 3) Vendor shall perform the said services during the hours mutually agreed to by the parties that allow quality care provided in a timely manner. The Vendor shall monitor the provision of services in order to ensure that the services enumerated herein are performed in a good and workmanlike manner at all times. The Vendor and its employees, supervisors, and persons working for it under this agreement shall be subject to all procedures regarding security pertaining to the Treatment and Detention Facility hereinafter referred to as Facility and shall comply with the same. Violation of security procedures may result in denial of the particular employee to the Facility. In this event, the Vendor agrees to provide personnel sufficient to supply services described herein. The Vendor shall supervise all persons employed by it during the performance of their work within the Facility and they shall be considered employees of the Vendor and not employees of the Department of Human Services.
- 4) Vendor shall perform the identified healthcare services to facility residents including, but not limited to, primary care, medication distribution, dental, medical, laboratory, 24 hour nursing coverage, radiology, optical, podiatry, specialty, and emergency medical care.
- 5) All medical services shall be provided according to medically accepted community standards of care.
- 6) **ADMINISTRATIVE**
 - A) Vendor's staff shall assist in designing and implementing policies, procedures, and protocols for medical services within this Contract for approval by the Facility's Medical Director or his designee, which shall become the property of the Department.
 - B) Vendor shall be responsible for ensuring its staff promptly report any problems and/or unusual incidents to the Facility Medical Director or designee.
 - C) Vendor staff shall represent the healthcare unit in discussions with local civic groups or visiting officials of the Illinois Department of Human Services as mutually agreed upon by the parties.
 - D) The Facility's Medical Director, or designee, shall monitor the performance of all health care personnel rendering direct patient care.
 - E) Vendor is prohibited from entering into financial agreements with either employers of independent Vendors or sub-Vendors that grant monetary awards for limiting the level or availability of care.
 - F) Vendor's personnel shall be restricted to off-site functions during working hours, as approved, including, but not limited to, Vendor reviews, budget meetings, conferences, etc.
 - G) Vendor shall provide designated vendor's physicians with a cell phone so they may be reached while off-site.
 - H) Vendor shall be responsible for and monitoring of prescription medication usage and prescribing patterns. Where a dispute arises as a result of the failure of the Vendor to prescribe medications appropriately, determination of financial responsibility will be made by the Facility's Medical Director or designee on a case by case basis.
- 7) **PERSONNEL**
 - A) All personnel shall comply with all current and future State, Federal and Local Laws and regulations, court orders, Department Rules, Administrative Directives, and Policies and Procedures of the Illinois Department of Human Services.
 - B) Physicians provided by Vendor shall secure privileges at local hospitals, including Culbertson Memorial Hospital, St. John's Hospital, Memorial Medical Center in Springfield, for admitting, monitoring, and discharging facility residents.

- C) If there is an urgent administrative problem, the Illinois Department of Human Services shall make contact with Vendor and Vendor shall respond within two (2) hours. Vendor shall ensure that the contact person is equipped with a cell phone for this purpose. If a non-urgent administrative problem occurs, the Illinois Department of Human Services shall make contact with Vendor and Vendor shall respond within forty-eight (48) hours.
 - D) Vendor shall keep on file, in the area designated by the facility, copies of all its contract agreements including, but not limited to, hospitals, physicians, dentists, etc. Vendor shall be responsible for all dealings with its sub-Vendors and shall answer all questions posed by the Illinois Department of Human Services regarding them or their work.
 - E) The Facility's Medical Director shall serve as the medical authority and shall interface with the Vendor in the execution of their duties. Vendor shall operate the healthcare program in accordance with State Regulations, American Medical Association (AMA), Joint Commission for the Accreditation of Hospital Organizations (JCAHO) and Commission on Accreditation of Rehabilitation Facilities (CARF) standards.
 - F) The Facility's Medical Director shall plan and implement all clinical aspects of the healthcare program. In addition to administrative responsibilities, the Facility's Medical Director shall, if needed, provide primary health care services on a routine basis.
 - G) Vendor shall notify the Facility's Medical Director or designee prior to discharging, removing, or failing to renew the contract of professional staff and subcontracting Vendors including, but not limited to, laboratory, EKG, pharmacy, dental laboratory, hospital, X-Ray, etc.
 - H) Only Illinois Department of Human Services functions shall be delegated to Vendor's employees or independent Vendors. Corporate functions and tasks of the Vendor shall not be performed at the Illinois Department of Human Services' expense or during Illinois Department of Human Services' working hours. Vendor shall provide for necessary corporate responsibilities such as submission of payroll documents and timekeeping, personnel functions, billing tasks, to be performed through sources outside of direct care hours.
 - I) All Vendor personnel shall be required to pass a background investigation as a requisite for initial and continued employment. All applicants for a position covered under this contract shall be required to provide a urine sample as part of their background investigation. In addition, all contractual personnel who perform on-site services may be required to undergo a urinalysis or blood test if there is a reasonable suspicion to believe that they are under the influence of or using controlled substances or marijuana and shall be subject to random drug testing. Vendor shall be responsible for the cost of Vendor personnel background investigations and drug tests. Vendor background investigations and drug testing results for all applicable employees shall be made available to the Illinois Department of Human Services prior to initial and/or continued employment.
 - J) Initial and continued employment of staff shall be subject to approval of the Illinois Department of Human Services. In the event that the Illinois Department of Human Services requests the dismissal of any Vendor personnel, a request shall be made to Vendor in writing with reasonable notice. In this event, Vendor agrees to provide personnel sufficient to provide the services described herein.
 - K) Vendor and Illinois Department of Human Services shall monitor performance of Vendor's personnel including, subcontractors, to insure adequate job performance in accordance with the provisions of the contract.
 - L) Vendor's staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state rules, as requested by the Facility's Medical Director or designee. Vendor's staff shall participate in the Illinois Department of Human Services or Vendor disciplinary hearings of employees as requested by the Facility's Medical Director or designee.
 - M) Contract staff work schedules may be adjusted by mutual agreement between the Facility's Medical Director or designee and Vendor.
- 8) **NON-COMPETITION CLAUSES** - Vendor is prohibited from entering into covenants Not to Compete or Non-Competition Clauses with either employees or independent Vendors, or any part specifically related to the performance of any obligation required under this agreement, including, but not limited to, hospitals, which would prohibit said independent Vendor or sub-Vendor or employee from competing, directly or indirectly, in any way with Vendor. For the purpose of this paragraph, the term "competing directly or indirectly, in anyway with Vendor" shall mean the entering into or attempting to enter into any similar business or component of business with that carried on by the Vendor with any individual, partnership, corporation, or association that was or is the same or related business as is Vendor.
- 9) **EMPLOYEE TRAINING AND ORIENTATION**
- A) Vendor shall be responsible for ensuring that all new healthcare personnel are provided with orientation regarding on-site medical practices at the facility.
 - B) Vendor shall assist on-site personnel in developing, coordinating, and evaluating health education. Programs shall minimally include training on the following topics:
 - 1) CPR;
 - 2) First Aid,
 - 3) Response to medical emergency or disaster,
 - 4) Recognizing signs and symptoms of mental disorders or chemical dependency,
 - 5) AIDS, and

6) Additional topics as requested and agreed upon by the Facility's Medical Director or designee.

10) STAFFING AND SCHEDULES

A) Vendor shall ensure that staffing and staff schedules are sufficient in number and hours which ensure adequate and timely services to facility residents.

B) Should the Vendor's personnel normally assigned to provide such services according to the approved schedule not be available, Vendor shall provide appropriate replacement personnel to cover those services as scheduled. Replacement personnel shall comply with the requirements outlined in item 7) of this section.

C) An adequate number of Registered Nurses to provide:

- 1) A minimum of one (1) Registered Nurse, on-site, 24-hours per day, seven (7) days per week,
- 2) Dispensing of unit dosage medications on all housing units, four (4) times per day, seven (7) days per week,
- 3) Documentation of each health care unit contact including all medication distribution,
- 4) Triage and scheduling of all resident health care requests,
- 5) Immediate response to emergency calls on the units,
- 6) Complete history and physical on each admission,
- 7) A Registered Nurse present during all exams with residents and primary care physician and any multi-disciplinary staffings.
- 8) Attendance at a twenty- (20) minute treatment team coordination meeting on each resident every ninety- (90) days,
- 9) Attendance at Executive Staff Meetings,
- 10) Ordering and inventory of all supplies for the health care unit,
- 11) Provide resident education individually and in group settings as needed,
- 12) Perform perpetual inventory each shift on all items considered a security risk,
- 13) Coverage for vacations, sick days, etc.,
- 14) Coordination of all health care unit staff schedules and requests for time off,
- 15) Submit monthly reports on all activities of the health care unit,
- 16) All other applicable services in the contract.

D) At least one (1) licensed primary care physician that is available thirty-two (32) hours per week across a minimum of four (4) days per week to provide:

- 1) Resident sick call,
- 2) Physical on all new admissions within seven (7) days of admission,
- 3) Bi-Annual physical on each resident,
- 4) Care coordination with outside vendors,
- 5) Initial and renewal of all resident prescriptions including associated documentation,
- 6) Consultation with facility staff,
- 7) All other applicable services in the contract.

E) At least one (.6 FTE) Psychiatrist that shall possess a M.D. degree with psychiatry residency, Board Certification, American Board of Psychiatry and Neurology; a current license to practice medicine and surgery in the State of Illinois; have knowledge and skills to access, diagnose and treat medical and psychiatric disorders; and have knowledge and experience with the special needs and behavior of individuals in forensic and correctional settings, including sex offenders.

F) At least one (1) licensed dentist and dental assistant on-site a minimum of fifteen (15) hours each week across a minimum of three (3) days per week.

G) At least one (1) licensed optometrist on-site a minimum of twenty (20) hours per month to provide:

- 1) Initial examination and prescription, if necessary, to all new admissions within twenty-one (21) days of admission,
- 2) Eye examination and prescription, if necessary, to each resident at least once every two (2) years,

H) At least one (1) licensed podiatrist on-site a minimum of three (3) hours per week to provide examinations to residents as needed.

I) One (1) medical records clerk,

J) Two (2) Licensed Practical Nurses (LPNs), and

K) All other applicable services in the contract.

11) Vendor shall secure, either directly or through subcontract, dental laboratory and medical laboratory services.

12) MANAGEMENT INFORMATION SYSTEM

A) Vendor shall track and make available to the Department, at least monthly or upon request, all costs related to inpatient hospitalization by:

- 1) Hospital,
- 2) Resident,
- 3) Diagnosis,
- 4) Admitting physician,
- 5) Admission date,
- 6) Discharge date,
- 7) DRG comparison

B) Vendor shall track and make available to the Department, at least monthly or upon request, all cost related to outpatient referrals by:

1. Resident,
2. Facility,
3. Diagnosis,
4. Treatment received,
5. Treatment date,
6. Referring physician,
7. Referral physician,

C) Vendor shall track and make available to the Department, at least monthly or upon request, all costs related to primary health care service by:

1. Resident,
2. Laboratory services,
3. Radiology services,
4. Other ancillary services (i.e., physical therapy, eye clinics, oxygen therapy, tank rental, etc.)
5. Speciality services,
6. Dental care,
7. Infirmary care,
8. Medical supplies.

13) MEDICAL RECORDS

A) Vendor shall ensure that all healthcare staff document all healthcare encounters in the facility's residents' healthcare records.

B) Vendor shall ensure that medical records are complete and filed promptly and contain accurate legible entries.

C) The information acquired in a health professional/resident relationship shall be considered confidential and the Vendor shall comply with Rules, Directives, and Policies of the Illinois Department of Human Services governing such confidentiality.

D) Vendor shall obtain signed consent forms from facility residents when necessary. The consents shall be placed in the facility residents' medical records.

14) INFIRMARY CARE AND HOSPITALIZATION

A. If, in the opinion of the Primary Care Physician, a Facility resident cannot be properly treated in the Facility's healthcare unit, the Primary Care Physician shall refer the client to St. Johns Hospital or Memorial Medical Center in Springfield, Illinois, unless an emergency. If an emergency, referral shall be made to the Culbertson Memorial Hospital in Rushville, Illinois.

- B. Routine admission for hospitalization shall be made to a facility approved by the Illinois Department of Human Services. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the Facility Medical Director or designee, whether Illinois Department of Human Services or Vendor. Hospital admissions that arise from emergency situations shall be reviewed by the Facility Medical Director within forty-eight (48) hours of the emergency admission.
- C. Vendor's corporate office utilization management department shall have five (5) working days to respond to a consultation request. This response may be verbal with a follow-up in writing, but must be provided to the Facility's Medical Director within five (5) working days of submission of the consultation request. If the corporate office wishes to reject or deny the consultation request, the corporate office Facility Clinical Director must communicate with the Treatment and Detention Facility's Medical Director and the Facility's Clinical Director shall then work out a consensus plan for the resident. Any consultation request that has been submitted for which there is no corporate office response within five (5) working days may be scheduled and carried out. This section shall apply to any corporate review whether for inpatient or outpatient procedures.
- D. Treatment, care, or procedures including, but not limited to, surgery, prosthetics, dental prosthetics, initiated at the Facility shall be completed prior to the resident's transfer, conditional release, or discharge with the exception of emergency disciplinary transfers.
- E. Vendor's personnel shall conduct meetings as required with representatives from the designated hospital and other vendors to coordinate the referral of Facility residents. Policies and procedures shall be developed regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization, and patient follow-up, subject to approval by the Illinois Department of Human Services. Vendor shall inform the Facility Medical Director of such meetings and the Facility Medical Director or designee may attend.
- F. The Illinois Department of Human Services will assume responsibility for community hospital costs for treatment of AIDS-related conditions, as determined by the Agency Medical Director, for Facility residents after confirmation of the AIDS diagnosis. Costs for new experimental therapies/drugs (such as AZT, pentamidine or DDI or as determined by the Illinois Department of Human Services Medical Director) for non-hospitalized AIDS patients will be the responsibility of the Illinois Department of Human Services. Nothing contained herein shall be construed to limit Vendor's responsibility to provide health services to confirmed AIDS patients, including hospital care, for injuries or conditions which are not related to AIDS.
- G. Vendor shall provide on-site emergency medical treatment for Illinois Department of Human Services employees, visitors, and Vendors injured or who become ill while working or visiting at the Facility consisting of stabilization and referral to personal physician or local hospital. Vendor shall provide any communicable disease testing of Facility residents or Illinois Department of Human Services or Contract employees or independent Vendors, as the result of exposure to an infectious disease, including but not limited to, tuberculin skin testing of Facility residents and staff after exposure to a Facility resident with active TB. In addition, Vendor shall provide an testing or treatment indicated as the result of an occupational exposure of an employee whether contract or Illinois Department of Human Services, as directed by the Facility Medical Director or designee, including but not limit to, HIV and Hepatitis B testing after a needed stick or bite incident.
- H. Transportation of Facility residents for off-site services shall be conducted in accordance with Facility procedure, excluding emergency transportation which shall be the responsibility of the Vendor. Medical furloughs shall be scheduled with Facility security prior to services being performed.
- I. Vendor shall provide emergency, urgent and routine health care to Facility residents consistent with medically acceptable community standards of care. When the need for treatment is not clear, the case shall be reviewed and the determination regarding the necessity of such treatment shall be made by the Facility's Medical Director in consultation with Vendor.
- J. Vendor shall provide independent Vendors and sub-Vendors with a utilization management protocol as a component of the Vendor agreement with the Vendor or hospital. This protocol shall delineate utilization review non-payment criteria. Vendor shall reimburse sub-Vendors, hospitals, etc. within sixty (60) days of the date of billing or face potential penalty assessment. Any disputed charges and/or non-payment, in whole or in part, including provider, service or hospital, shall be explained in writing with a copy to the Illinois Department of Human Services. Any disputed charges may be reviewed by the Illinois Department of Human Services and final resolution regarding payments rests with the Illinois Department of Human Services.

15) DENTAL SERVICES

- a) Vendor shall ensure that the dentist and/or his staff shall be available for treatment of dental emergencies which shall be responded to within 24 hours of occurrence.
- b) Dental laboratory services shall be provided, by the Vendor to the Facility, under a subcontract agreement.
- c) Vendor shall provide dental checkups to Facility residents within two (2) years from the date of the last treatment or exam given, and more often if clinically indicated. Routine care shall be provided within fourteen (14) days of the Facility resident's request for treatment.

16) MENTAL HEALTH SERVICES

Vendor shall ensure that all psychotropic medication is distributed on a unit does basis and that the Facility resident is observed taking medication at the time of distribution. All Facility residents receiving psychotropic medication shall have their prescriptions renewed at least monthly unless determined chronically mentally ill according to the Illinois Department of Human Services, in which case monitoring is extended to sixty (60) days, and shall be monitored by the attending psychiatrist. Vendor's nursing and clerical staff shall assist the attending psychiatrist.

17) PHARMACY SERVICES

- A. Vendor shall fax a legible prescription to the McFarland Mental Health Center Pharmacy containing the name of the individual for whom the medication is intended, the medication, its strength, dosage form, and length of time the prescription is indicated for (i.e., Take one capsule four times a day for 10 days).
- B. Vendor shall provide hypodermic supplies in accordance with state laws and may include needles and syringes and disposal containers that are tamper proof and puncture resistant. Vendor shall be responsible for appropriate disposal and/or destruction of needles and syringes. The Illinois Department of Human Services shall be responsible for the disposal of Biohazardous waste.
- C. The McFarland Mental Health Center Pharmacy will provide delivery of medication. A thirty- (30) day supply of medication will be provided. Blister packs will be used when indicated.
- D. A Documented night medication cabinet could be located on-site and medications refilled with the deliveries are made. This medication cabinet would be used to administer stat doses as well as starter doses of medication until the medication is delivered.
- E. New medication orders would be faxed to the Pharmacy for input into the Illinois Department of Human Services' Computerized Clinical Information System. The hard copy of the original medication order will be sent to the Pharmacy.
- F. The Pharmacy will need at least a twenty-four (24) hour notification for any discharge or placement prescription.
- G. A computerized medication profile will be created and maintained on each resident. A listing of current medications and any drug allergy/alerts will be needed for each resident in order to create the above mentioned database.
- H. Illinois Department of Human Services resident identification numbers will also be needed to establish the aforementioned resident profiles.
- I. As the database is updated and maintained clinical oversight will be provided for medication polypharmacy, drug-drug interactions, drug-nutrient interactions and drug-pre-existing medical interactions, therapeutic duplications, appropriate dosing, and other clinically relevant issues.
- J. Medication Administration Records will be generated on a monthly basis, or more frequently as negotiated between the Facility and the Pharmacy.
- K. Medication renewal listings will be provided by the Pharmacy to the Vendor's clinical staff to assist them in renewal of maintenance medications.
- L. Operationally, a listing of the types of medications being used will be needed by the Pharmacy for review to determine the impact of this program on the medications being provided through the Bureau of Pharmacy and Clinical Support Services and those items which would have to come from the McFarland Mental Health Center's non-centrally procured commodity allocations from the Bureau.
- M. Other operational issues development will involve approval of the Facility Director and the Pharmacy.

18) MEDICAL SUPPLIES

- A. The vendor shall provide all medical supplies related to the provision of health services to facility residents. Medical supplies shall be defined as all medical equipment and commodity items with a unit cost under \$100.
- B. Vendor shall be responsible for ordering of supplies through the Facility and maintaining inventories of all supplies.

19) LABORATORY

Services shall be provided by the vendor as required, unless covered by a Department State-wide Master Contract covering routine services.

20) EKG

Services shall be provided by the Vendor to include all equipment and supplies.

21) RADIOLOGICAL

Services shall be provided by the Vendor as required.

22) All routine referrals shall be approved by the Facility Medical Director or designee and outside referrals shall be made when appropriate

23) OPTICAL SERVICES

- A. Eye examinations shall be performed in accordance with ACA Standards. A qualified Optometrist shall examine Facility residents with specific complaints.
- B. Eyeglasses shall be provided by the Illinois Department of Human Services.
- C. Vendor shall secure the necessary ancillary site-specific license required by law for the optometrist to provide on-site services.

24) EMERGENCY MEDICAL CARE

- A. Emergencies and stat lab work shall be taken to Culbertson Memorial Hospital in Rushville or to St. John's Hospital or Memorial Medical Center in Springfield. Vendor shall ensure the availability of emergency treatment through predetermined arrangements with the hospital. If a facility resident should need to be transferred by air, Vendor shall use helicopter facilities. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are certified by the State of Illinois. Vendor shall obtain documentation of State Certification and keep it on file at the facility.
- B. Emergency treatment shall include, but may not be limited to, the following:

- 1) In-service education on first aid and emergency procedures;
- 2) Written policies and procedures concerning emergency transfer and transportation of facility residents;
- 3) Arrangements for emergency twenty-four (24) hour on-call physician coverage;
- 4) Coordination with security for arrangements when the immediate transfer of a facility resident is indicated;
- 5) Cardiopulmonary Resuscitation (CPR) and first-aid/emergency medical response training for designated Illinois Department of Human Services staff members; and
- 6) Treatment for visitors and staff consisting of stabilization and referral to personal physician or local hospital or as otherwise required herein.

C. Vendor shall provide all ambulance transportation of facility residents when such services are clinically necessary.

25) SPECIAL MEDICAL PROGRAMS - Vendor shall develop, subject to Illinois Department of Human Services approval, "special medical programs" for Facility residents who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for healthcare staff and Illinois Department of Human Services staff regarding their roles in the care and supervision of these Facility residents. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertension, AIDS, potential suicide, chemical dependency and psychosis.

26) FACILITY RESIDENT GRIEVANCES - Any grievances filed by Facility residents may be referred to the Facility Director or his designee who shall review the claim and gather information concerning the complaint, and take appropriate action consistent with the Facility's grievance procedures.

27) HEALTH APPRAISAL - Each new Facility resident shall receive a comprehensive health examination by a physician, if appropriate, within seven (7) days of admissions with the results recorded in the Facility resident's medical record. Illinois Department of Human Services has the sole responsibility for the actual costs associated with the physical act of dialyzing patients with chronic renal failure/End Stage Renal Disease both outpatient and inpatient as described below:

- A. The Illinois Department of Human Services is responsible for chronic dialysis treatment only and shall not be responsible for acute, short-term dialysis of a patient resulting from an insult or injury to the kidney with eventual functional return.
- B. Dialysis services which are the fiscal responsibility of the Illinois Department of Human Services include monthly consultation of a nephrologist per chronic dialysis patient and as indicated.
- C. Other nephrologist charges during inpatient hospitalization, such as daily visits, surgery or other fees, remain the fiscal responsibility of the Illinois Department of Human Services.
- D. Commodities which are Illinois Department of Human Services are specific to the dialysis process (used only for dialysis) are the responsibility of Illinois Department of Human Services. The Vendor is responsible for commodities which may be used for other purposes even if they are used by the dialysis staff in the dialysis process, including, but not limited to gloves, gauze, needles, intravenous sets, sterile barriers, etc.
- E. Dialysis specific products are defined as those commodities which are purchased exclusively for the dialysis unit and are not identical products which are used elsewhere in the healthcare unit, e.g., dialysate and blood products.
- F. Services which are the responsibility of the Illinois Department of Human Services include on-site water treatment and testing, maintenance of dialysis equipment, repair and replacement of dialysis equipment.
- G. Services, supplies and commodities specific to chronic dialysis treatment which are the Illinois Department of Human Services fiscal responsibility are limited to those identified above unless approved in writing by the Facility Director and/or by the Illinois Department of Human Services Medical Director or designee.
- H. Other treatment, routine medication or hospitalization of a chronic dialysis patient, whether related or unrelated to chronic renal failure/End State Renal Disease, is the responsibility of the Vendor.
- I. Nothing contained herein shall be construed to limit the Vendor's fiscal responsibility for the provision of other health services to chronic dialysis patients, including but not limited to, services such as embolectomy, surgical insertion of fistula/graft, etc.
- J. The Facility Director or designee shall be the final authority regarding any disputed costs or charges by the Vendor regarding fiscal responsibility for chronic dialysis.

28) INDEMNIFICATION AND INSURANCE

- A. Vendor hereby warrants that it and all physicians and dentists assigned by it to the Facility will be covered under the Vendor's Professional Liability Insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- B. Vendor hereby warrants that it and all its employees will have professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- C. Limits as negotiated in a) and b) above shall include both "per occurrence" and "annual aggregate". The "per occurrence" coverage provides coverage at the time of the encounter and ad infinitum. This means that every encounter is insured at the

- time of its occurrence and into the future. Therefore, there will be no residual risk to the Illinois Department of Human Services. Insurance is claims made and Vendor shall purchase tail coverage.
- D. At all times during the performance of its function hereunder, and for a reasonable time after termination of the Agreement, Vendor shall have access to records relating to its performance hereunder, and shall have the right to inspect any and all such records as it shall deem necessary for the performance of its duties hereunder, and for the investigation or defense of any and all actions or incidents related to said performance
- E. In the event that any civil proceeding is commenced against the Vendor or any physician or employee contracted through the Vendor to provide services under the agreement, alleging death or bodily injury or other injury to the person of the complainant, resulting from or arising out of any act or omission in connection with services provided under this agreement, said defendants may elect to make a timely written request to seek representation and/or indemnification from the Office of the Attorney General under the provisions of the State Employee Indemnification Act of the State of Illinois. Illinois Department of Human Services cannot control the amendments and/or interpretation of the State Employee Indemnification Act given to it by the Office of the Attorney General, legislature, and/or the courts. Illinois Department of Human Services does not guarantee such representation and/or indemnification will be provided by the Office of the Attorney General and/or Illinois Department of Human Services. The Vendor may not rely on representations of anyone that the Office of the Attorney General and/or Illinois Department of Human Services, will represent and/or indemnify Vendor unless Vendor has received written commitment from the Attorney General.
- F. Vendor is responsible for providing all representation and/or indemnification for independent contractors and subcontractors or any personnel or employee contracted through the Vendor to provide services under this agreement. The Vendor may elect to make a timely written request to seek representation and/or indemnification from the Office of the Attorney General under the provisions of the State Employee Indemnification Act of the State of Illinois. Illinois Department of Human Services cannot control the amendments and/or interpretation of the State Employee Act given to it by the Office of the Attorney General, legislature, and/or the courts. Illinois Department of Human Services does not guarantee such representation and/or indemnification will be provided by the Office of the Attorney General and/or Illinois Department of Human Services. The Vendor may not rely on representations of anyone of the Office of the Attorney General and/or Illinois Department of Human Services, will represent and/or indemnify Vendor unless Vendor has received written commitment from the Attorney General.

2.3 MILESTONES AND DELIVERABLES:

Vendor shall prepare and submit to designated Department of Human Services, written monthly reports summarizing the activities and significant events relating to the health care unit.

Vendor shall have staff and staff schedules sufficient in number and hours that ensure adequate and timely services to facility residents as required.

Vendor shall track and make available, at least monthly or upon request, all costs related to inpatient hospitalization, outpatient referrals, and primary health care as required with this contract.

Vendor shall document all health care encounters in residents' healthcare records and shall ensure that medical records are complete and filed promptly and contain accurate legible entries.

Vendor shall develop, for Facility approval, policies and procedures regarding referral methods, scheduling, transportation, reporting test results, medical records, acute care hospitalization and patient follow-up.

Vendor shall complete all treatment, care or procedures initiated at the Facility prior to a resident's transfer, conditional release, or discharge with the exception of emergency disciplinary emergency transfer.

Vendor shall provide independent- or sub-vendors with a utilization management protocol.

Vendor shall develop individualized treatment plans for each resident requiring on-going care.

Vendor shall provide comprehensive health examinations for new admissions within seven (7) days of admission.

Vendor shall provide documentation of proof of sufficient insurance coverage as required within the contract.

Not-to-exceed \$ _____

2.4 VENDOR / STAFF SPECIFICATIONS:

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name Boswell Pharmacy Amount to be paid \$10,000
Address 133 Schoolhouse Rd, Jennerstown, PA 15547 Description of work pharmacy mgt services

Subcontractor Name Alice Campbell Staffing Amount to be paid \$412,300
Address 2121 W. White Oaks Dr., Springfield, IL 62704 Description of work Temporary help services

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY:

2.7 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. 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 _____

2.8 **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.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

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

2.9.2 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.

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

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS: CONTRACT MONITOR: TDF MEDICAL DIRECTOR OR DESIGNEE

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

2.10.2 By August 31 of each year, 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 (35 ILCS 5/216, 5/217).

3. PRICING

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor for:

- Hourly _____
- Monthly _____

Total Labor (salary, fringes, sub-contractor)	\$1,886,128	
Ancillary	50,858	
Medical Supplies	38,514	
Med Mal, Supplies, Equip	<u>47,460</u>	
Direct Care Costs		\$2,023,960
Off Site Administration	\$ 38,917	
Administrative Services	83,257	
Management Fee	<u>164,000</u>	
Indirect Care Costs		<u>284,174</u>

*Medical Supplies
Med Mal, Equip
\$ 7247.83
per month*

Annually \$2,308,134 to be paid in 12 equal installments of \$192,344.50 FY12

Project _____ *sp Initial Obligation
NL RH \$ 750,000*

Vendor shall be reimbursed, at cost, for "pass through charges" which are expenses incurred for hospitalization/medical expenses, medical equipment/supplies, pharmacy expenses, office equipment and supplies and other approved related detailed expenses.

Inpatient and outpatient hospitalization services performed by the Memorial Medical Center and St. John's Hospital shall be the direct responsibility of the facility, via separate contract. Vendor shall be responsible for all other provider costs.

Item (show unit of measure and rate) \$691,866 (estimated) to be paid as needed and approved billing

*.0182
.0411
.0810*

3.2 **TYPE OF PRICING:** Pricing under this contract is

- Firm _____
- Estimated \$3,000,000

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

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

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'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 milestones, deliverables, or other invoicing requirements agreed to 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. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include 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), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. 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 (1) 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, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

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 completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the 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 or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 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.

4.6 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. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all 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.

4.7 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 in writing. 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. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall 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 certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 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.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as 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.

4.11 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'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. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

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 and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, 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.iga.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 or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 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.

4.18 MODIFICATIONS AND SURVIVAL: 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.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.