

STATE OF ILLINOIS CONTRACT

between the

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

MyOwnDoctor, LLC

for

Illinois Medicaid Preventive Care and Education Organization Services

2025-24-001

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THIS CONTRACT FOR FURNISHING Illinois Medicaid Preventive Care and Education Services (Contract or Vendor) is made pursuant to 305 ILCS 5/12-4.56 by and between the **Illinois Department of Healthcare and Family Services** (HFS or Department) and **MyOwnDoctor, LLC** (Contractor or Vendor) whose principal office is located at 223 W. Erie, Suite 4E, Chicago IL 60654

RECITALS

WHEREAS, Contractor is a Medicaid Preventive Care and Education Organization (as defined herein); and

WHEREAS, the Department, pursuant to the laws of the State of Illinois, provides for medical assistance under the HFS Medical Program to Customers; and

WHEREAS, Contractor warrants that it shall provide patient-centered, prevention-focused services with the goal of achieving Preventive Care Gap Closures (as defined herein) for Customers (as defined herein) by increasing ownership of Customers in their health and well-being through greater healthcare knowledge; increased access and utilization of Preventive Care Services; and increased engagement with their PCPs, other healthcare providers, Social Determinants of Health providers, and MCOs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

INTRODUCTION

The Department and Contractor enter into this Contract in order to deliver patient-centered, prevention-focused services with the goal of achieving Preventive Care Gap Closures for participants enrolled in the Illinois Medicaid Program.

ARTICLE I: DEFINITIONS AND ACRONYMS

The following terms and acronyms as used in this Contract and the attachments, exhibits, addenda, and amendments hereto shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction or interpretation.

1.1 DEFINITIONS

Abuse means a manner of operation that results in excessive or unreasonable costs to federal or State healthcare program, generally used in conjunction with “Fraud” and “Waste”.

Administrative Rules means the sections of the Illinois administrative code that govern the HFS Medical Program.

Admission, Discharge, and Transfer (ADT) System means a system that holds Enrollee information and shares it with healthcare Providers, facilities, and systems to which it is connected. An ADT system may send ADT messages to alert an Enrollee’s admission to a hospital or healthcare facility.

Affiliate means any individual, firm, corporation (including 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 Contractor that now or in the future directly or indirectly controls, is controlled by, or is under common control with Contractor.

Authorized Person(s) means the Department’s Office of Inspector General, the Medicaid Fraud Control Unit of the Illinois State Police, DHHS, the Illinois Auditor General, and other State and federal agencies with monitoring authority related to Medicaid Program and State Children’s Health Insurance Program.

Behavioral Health means conditions related to emotional wellness, trauma, mental disorders, and substance use disorders and the services and supports found within the network of managed care or Fee-For-Service providers, specifically encompassing the prevention, identification, treatment and provision of recovery support for such conditions for the expressed purpose of increasing the stability of the Customer’s functioning levels across various life domains.

Change of Control means any transaction or combination of transactions resulting in:

- the change in ownership of Contractor;
- the sale or transfer of fifty percent (50%) or more of the beneficial ownership of Contractor; or

- the divestiture, in whole or in part, of the business unit or division of a Party that is obligated to provide the products and services set forth in this Contract.

Child(ren) means an individual enrolled in one of the full-benefit Medical Assistance Programs administered by the Department, who is between the age of zero (0) and, up to but not including, the age of twenty-one (21).

Chronic Health Condition means a health condition with an anticipated duration of at least twelve (12) months.

Computer-Aided, Real-Time Translation (CART) means the instant translation of spoken word into text performed by a CART reporter using a stenotype machine, notebook computer, and real-time software.

Contract means this document, inclusive of all attachments, exhibits, schedules, addenda, and countersigned letters, and any subsequent amendments hereto.

Contractor means the MPCEO identified as Contractor on the signature page of this Contract.

Covered Service(s) means those services agreed to by the Parties as described in Article IV (also referred to as Contract Services).

Cultural Competence means the tailoring of services and supports to the unique social, cultural, and linguistic needs of the Enrollee.

Customer means individual(s) (Children and adults) enrolled in the Illinois Medicaid program. This term may be used interchangeably with member, patient, beneficiary, enrollee, or participant.

Disaster means an outage or failure of the Department's or Contractor's data, electrical, telephone, technical support, or back-up system, whether such outage or failure is caused by an act of nature, equipment malfunction, human error, or another source.

Dual-Eligible Adult means a customer who is eligible for Medicare Part A or enrolled in Medicare Part B.

Effective Date means January 1, 2025, or any such later date as announced by the Department by providing Contractor written notice no less than thirty (30) days before such later date.

Effective Enrollment Date means the first date on which a Customer may be enrolled with Contractor as set forth in Section 3.3.

Execution means the point at which all the Parties have signed the Contract between Contractor and the Department.

Federally Qualified Health Center (FQHC) means a health center that meets the requirements of 89 IL Admin Code 140.461(d).

Fee-for-Service (FFS) means the benefit pathway for individuals who are not enrolled in a Managed Care Organization. This means that HFS pays for health care services directly to the Provider who rendered the service.

Fraud means knowing and willful deception, or a reckless disregard of the facts, with the intent to receive something unauthorized. “Fraud” is generally used in conjunction with “Waste” and “Abuse”.

Grievance means an expression of dissatisfaction about any matter. Grievances may include the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Enrollee’s rights regardless of whether remedial action is requested. Grievance may include a phone call, letter, or personal contact from a Customer, family member, Customer representative, or any other interested individual expressing a concern related to the Enrollee including but not limited to Contractor’s performance of services in this Contract.

HFS refers to the Illinois Department of Healthcare and Family Services. HFS is the State of Illinois agency responsible for providing healthcare coverage for adults and children who qualify for Medicaid. HFS is also referred to as Department and Agency.

Health Insurance Portability and Accountability Act (HIPAA) means the federal law that includes provisions that allow individuals to qualify immediately for comparable health insurance coverage when they change their employment relationships, and that authorizes DHHS to:

- mandate standards for electronic exchange of healthcare data, including ADT;
- specify what medical and administrative code sets should be used within those standards;
- require the use of national identification systems for healthcare patients, Providers, payers (or plans), and employers (or sponsors); and
- specify the types of measures required to protect the security and privacy of Protected Health Information.

As used in the Contract, HIPAA shall include the Administrative Simplification Regulations found at 45 CFR Parts 160, 162, and 164.

Illinois Compiled Statutes (ILCS) means the State database of laws as maintained by the Legislative Reference Bureau, an unofficial version of which can be viewed at [Illinois General Assembly - Illinois Compiled Statutes](#).

Illinois Medicaid Program means the program under the Illinois Public Aid Code (305 ILCS 5/5 et seq.) and Title XIX of the Social Security Act, Medicaid. May also be referred to as “Medicaid Program”.

Key Oral Contact means contact between Contractor and the Customer, including, but not limited to contacts with Customer on Contract services as outlined in Section 4.2.

Managed Care Organization (MCO) is an organization that provides healthcare under a capitated Arrangement and also referred to as Plan and Health Plan.

Medicaid Preventive Care and Education Services Organization (MPCEO) is an organization that provides patient-centered, prevention-focused services with the goal of achieving Preventive Care Gap Closures for Customers. The MPCEO provides services as set forth in this Contract in a manner that improves overall health outcomes at the individual and population levels by increasing ownership of Customers in their health and well-being through greater healthcare knowledge; increased access and utilization of Preventive Care Services; and increased engagement with their PCPs, other healthcare providers, MCOs, and Social Determinants of Health providers.

Medical Program means the various health coverage programs that HFS operates pursuant to the Public Aid Code.

Minority-owned business means (1) a business which is at least 51% owned by one or more minority persons (or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons); and (2) the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

Office of Inspector General (OIG) means the Office of Inspector General for the Department as set forth in 305 ILCS 5/12-13.1. OIG has the primary responsibility for program integrity over the Illinois Medical 7 Assistance Program to prevent, detect, and eliminate Fraud, Waste, Abuse, mismanagement, and misconduct. OIG is the liaison with federal and state law enforcement, including but not limited to the Illinois State Police Medicaid Fraud Control Unit (ISP-MFCU).

Party(ies) means the State, through the Department, and Contractor.

Patient Navigators means individuals used to ensure customers with an identified health or social need are connected to the right provider to meet that need.

Person-Centric Preventive Health Care Plans means preventive health care plans for Customers with goals to access needed Preventive Care Services informed by screenings performed by the MCOs including health, Behavioral Health, and Social Determinants of Health.

Performance Measure(ment) means a quantifiable measure to assess how well an organization carries out a specific function or process.

Person means any individual, corporation, proprietorship, firm, partnership, trust, association, governmental authority, contractor, or other legal entity whatsoever, whether acting in an individual, fiduciary, or other capacity.

Person with Ownership or a Controlling Interest means a Person who:

- has a direct or indirect, singly or in combination, ownership interest equal to five percent (5%) or more in Contractor;

- owns an interest of five percent (5%) or more in any mortgage, deed of trust, note, or other obligations secured by Contractor if that interest equals at least five percent (5%) of the value of the property or assets of Contractor;
- is an officer or director of Contractor if Contractor is organized as a corporation;
- is a member of Contractor if Contractor is organized as a limited liability company; or
- is a partner in Contractor if Contractor is organized as a partnership.

Personal Health Care Consultant means non-clinical personnel, such as Community Health Workers or peer support individuals that are part of a multi-disciplinary clinical team, who can strategically engage with Customers to help significantly improve their health through behavior change, assistance with accessing the health care system, navigating health coverage and other public benefits, and addressing other health related social needs (also known as Social Determinants of Health).

Preventive Care Gap Closure is when a Medicaid customer with whom the MPCEO has interacted receives a Preventive Care Service for which the member was due according to guidelines.

Preventive Care Service means primary and secondary prevention services including but not limited to:

- Recommended immunizations
- Well child visits
- Adult preventive visits
- Recommended cancer screening
- Prenatal and postpartum care
- Depression or other behavioral health screening

Primary Care Provider (PCP) means a Provider, including a WHCP, who within the Provider's scope of practice and in accordance with State certification requirements or State licensure requirements, is responsible for providing all preventive and primary care services to an Enrollee of the Contractor.

Prior Approval means review and written approval by the Department of any Contractor materials or actions, as set forth in the Contract, including subcontracts, intended courses of conduct, or procedures or protocols that Contractor must obtain before such materials are used or such actions are executed, implemented, or followed.

Protected Health Information (PHI) shall have the same meaning as provided in HIPAA, 45 CFR 160.103, and for the purpose of this Contract shall be limited to the information received from the Department, or created, maintained, or received by Contractor on behalf of the Department, in connection with this Contract.

Provider means a Person or organization enrolled with the Department to provide services covered under the Illinois Medicaid Program to a Participant.

Provider Network means a network of Providers and agencies that have entered into a contract or agreement with an MCO to provide Enrollees with a broad array of MCO services.

Qualifying Interaction is a documented face-to-face or verbal telephonic exchange with a Customer during which the Customer's health and social needs are discussed with steps established to address those needs identified in the Person-Centric Preventive Health Care Plan.

Readiness Review means the process by which the Department or its designee assesses Contractor's ability to fulfill Contractor's duties and obligations under the Contract, including reviewing Contractor's Continuous Quality Improvement Plan, staffing for operations, and information systems.

Service Area means those geographic areas as set forth in Article III, letters, and any subsequent amendments hereto.

State means the State of Illinois, as represented through any State agency, department, board, or commission.

State Fiscal Year means the State's Fiscal Year, which 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, State Fiscal Year 2025 began on July 1, 2024, and will end on June 30, 2025.

Subcontractor means an entity with which Contractor has entered into a written agreement for the purpose of delegating responsibilities applicable to Contractor under this Contract.

Social Determinants of Health (SDOH) are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Also known as health related social needs.

Third Party means any Person other than the Department, Contractor, or any of Contractor's Affiliates.

Women's Healthcare Provider (WHCP) means a Physician or other healthcare Provider who, within the Provider's scope of practice and in accordance with State certification requirements or State licensure requirements, specializes by certification or training in obstetrics, gynecology, or family practice.

Value-Based Payments (VBP) include a broad set of Provider payment strategies intended to improve health care quality, outcomes, and efficiency by linking financial incentives to performance. Measurement of performance is based on a set of defined outcome metrics of quality, cost, and patient-centered care.

Waste means the overutilization or misuse of Covered and non-Covered services, resources, or materials that results in unnecessary costs to the healthcare system and, as a result, to the Medicaid program. "Waste" is often used in conjunction with "Fraud" and "Abuse."

Written Materials means basic information as set forth in Article IV, and any information or notices distributed by Contractor or required to be distributed to Customers by the Department, or regulations promulgated under.

1.2 ABBREVIATIONS AND ACRONYMS

ADT: Admission, Discharge, and Transfer

BEP: Business Enterprise Program Act for Minorities, Females, and Persons with Disabilities

BH: Behavioral Health

CAP: Corrective Action Plan

CART: Computer-Aided, Real-Time Translation

DHHS: US Department of Health and Human Services

FFS: Fee-for-Service

FQHC: Federally Qualified Health Center

HFS: Illinois Department of Healthcare and Family Services

HIPAA: Health Insurance Portability and Accountability Act

ILCS: Illinois Compiled Statutes

MCO: Managed Care Organization

OIG: Office of Inspector General

PCP: Primary Care Provider

PHI: Protected Health Information

TDD: Telecommunications Device for the Deaf

TTY: Teletypewriter

USPS: United States Postal Service

WHCP: Women's Healthcare Provider

ARTICLE II: TERMS AND CONDITIONS

2.1 RULES OF CONSTRUCTION

Unless otherwise specified or the context otherwise requires:

- 2.1.1 The phrases “shall include,” “includes,” and “including” mean, respectively, “shall include, but not be limited to,” “includes, but is not limited to,” and “including, but not limited to.”
- 2.1.2 References in the Contract to Customer shall include the parent, caregiver relative, or guardian where Customer is a minor child or an adult for whom a guardian has been named, provided that this rule of construction does not require Contractor to provide Contract Services for a parent, caregiver relative, or guardian who is not separately enrolled as an Enrollee with Contractor.
- 2.1.3 Whenever this Contract requires that a notice, document, report, or other communication be received, the date that the notice, document, report, or other communication shall be deemed to have been received shall be in accordance with the following:
- 2.1.3.1 If sent by first class mail, on the date of postmark by the United States Postal Service (USPS).
- 2.1.3.2 If sent by registered or certified mail, on the date of signature on the USPS return receipt.
- 2.1.3.3 If sent by courier or hand-delivery, on the date of signature on the courier’s receipt form.
- 2.1.3.4 If sent by e-mail, fax, or other electronic means, on the date of transmission.
- 2.1.4 Whenever this Contract requires that a notice, document, report, or other communication be sent within a specified period, the date the notice, document, report, or other communication shall be deemed to have been sent shall be in accordance with the following:
- 2.1.4.1 If sent by first class, registered, or certified mail, on the date of postmark by the USPS.
- 2.1.4.2 If sent by courier, on the date of delivery to the courier.
- 2.1.4.3 If sent by e-mail, fax, or other electronic means, on the date of transmission.
- 2.1.5 Unless otherwise directed by the Department, whenever this Contract requires that a notice, document, report or other communication be sent, the notice, department, report or other communication shall be addressed to the Contract Monitor for each party.
- 2.1.6 See also “Rules of Construction” in Article VIII.

2.2 STAFFING

- 2.2.1 Organizational Chart.** Upon Execution of this Contract, Contractor shall provide a copy of the Contractor’s organizational chart including how the MPCEO fits in the overall

organizational structure. This Organizational Chart shall include a list of individuals authorized by Contractor who have responsibility for monitoring and ensuring the performance of each of the duties and obligations under this Contract and their résumés. Contractor shall maintain an administrative and organizational structure that supports a high quality, comprehensive Medicaid Preventive Care and Education Organization (MPCEO). Contractor shall fill vacant key positions in a timely manner no later than 60 days from the date of the vacancy; if Contractor cannot meet this 60-day timeline, Contractor must notify the Department of its inability and explain the efforts Contractor made to fill the key vacant position(s). Contractor shall employ or contract for senior level managers with sufficient experience and expertise in individual, population, and social determinants of health to ensure that Contractor can meet the deliverables of this Contract. Contractor shall ensure all Patient Navigators and Personal Health Care Consultants are located in Illinois. The Organizational Chart shall be updated by Contractor throughout the term of this Contract as necessary and as changes occur. Contractor shall provide written notice of such changes to the Department no later than two (2) Business Days after such changes occur. The Department acknowledges that the position titles in this section may not be the position titles that Contractor currently uses and that position titles may change from time to time. The Department further acknowledges that employees who are required to be full-time may also have some responsibilities for Contractor's other operations. Contractor warrants that such responsibilities shall never detract from or conflict with the obligation to provide the equivalent of full-time resources to ensure the Contract requirements are met. Failure to meet the requirements of this Section 2.2 may result in a monetary performance penalty pursuant to Article VI of this Contract.

2.2.2 Mandatory Staff.

- 2.2.2.1 Contractor shall employ a Chief Medical Officer who is board certified and licensed to practice medicine in the state of Illinois.
- 2.2.2.2 Contractor shall hire and maintain sufficient Patient Navigators to manage patient care per the caseload requirements in this subsection.
- 2.2.2.3 Contractor shall hire and maintain sufficient Personal Health Care Consultants per the caseload requirements in this subsection.
- 2.2.2.4 Contractor shall hire an account manager for the Department to facilitate communications between the Department and Contractor's executive leadership and staff and interact with designated staff at the MCO to ensure coordination with the MCOs.

2.2.2.5 Sufficient in this subsection means the caseload as determined in subsections 2.2.2.6 and 2.2.2.7 and the staff necessary to support the capacity to provide Contract Services to Customer as discussed in Section 3.6.



2.2.3 Staffing And Training Requirements.

2.2.3.1 Contractor must meet the following staffing and training requirements for all staff including timelines for completing the training requirements with new staff upon hire and retraining all staff on an annual basis. The requirements of this Section 2.2.3 apply to Contractor's employees and contracted personnel.

2.2.3.2 Contractor shall hire and retain staff that are reflective and representative of the diversity of the communities the Contractor is responsible for serving.

2.2.3.3 Contractor shall ensure that services are provided in accordance with the Cultural Competence Plan and shall ensure that staff are trained no less frequently than annually in topics that enhance their cultural proficiency. Staff shall be trained to serve the following populations:

2.2.3.3.1 BIPOC Communities (Black, Indigenous and People of Color);

2.2.3.3.2 People who have limited English proficiency, including non-citizen immigrants;

2.2.3.3.3 People with Disabilities;

2.2.3.3.4 Members of the LGBTQ+ Community;

2.2.3.3.5 People who are experiencing or at risk of homelessness;

2.2.3.3.6 Pregnant people, especially those categorized with a high-risk pregnancy; and

2.2.3.3.7 People with Behavioral Health needs.

2.2.3.4 Contractor must provide the following training to its staff in a timely manner:

2.2.3.4.1 Mandated reporter responsibilities, including those under the Abused and Neglected Child Reporting Act (325 ILCS 5), the Adult Protective Services Act (320 ILCS 20), and DHS Rule 50 (59 Ill. Admin. Code 50).

2.2.3.4.2 Confidentiality and privacy laws and rules, including but not limited to: Mental Health and Developmental Disabilities Code (405 ILCS 5), Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110), Health Insurance Portability and Accountability Act (HIPAA), and 89 Ill. Admin Code 431 regarding Confidentiality of Personal Information of Persons Served by the Department of Children and Family Services.

2.2.3.4.3 Trauma-informed practices, including identification of symptoms of trauma and the use of trauma-informed intervention.

2.2.3.4.4 Training on all Contractor policies and procedures during new-hire orientation and ongoing job-specific training to ensure effective communication with a diverse Enrollee population, including translation assistance, assistance to the hearing impaired, and assistance to those with limited English proficiency as required in subsection 2.4.2.7.

2.2.3.4.5 Any other relevant training that will help staff members competently perform their duties and targeted training to individual staff members as necessary.

2.2.3.5 All Contractor's staff must clear an industry-standard criminal background check before delivering services to any Customer. Contractor shall maintain records of the background checks and make them available to the Department.

2.2.4 Staffing and Training Plan.

2.2.4.1 Contractor shall provide to the Department a Staffing and Training Plan pursuant to this section and Attachment IV.

2.2.4.2 The training plan shall include how the Contractor proposes to staff for each of the core MPCEO responsibilities.

2.2.4.3 The Contractor's plans for recruiting, hiring, and maintaining staff who are reflective and representative of the diversity of the communities served by the Contractor.

2.2.4.4 The qualifications the Contractor will require for various positions that interact with enrollees or providers.

2.2.4.5 Staff to Customer ratios.

2.2.4.6 The caseload targets for Personal Health Consultants and Patient Navigators as required by 2.2.2.6 and 2.2.2.7.

2.2.5 Program Plan

The Program Plan shall establish and maintain the policies and procedures to be used by staff in the administration of the programs and services including oversight of the Continuous Quality Improvement Plan.

2.3 OBLIGATION TO COMPLY WITH OTHER LAWS

2.3.1 No obligation imposed herein on Contractor shall relieve Contractor of any other obligation imposed by court order, law or regulation, including Section 1557 of the Patient Protection and Affordable Care Act. The Department shall report to the appropriate agency any information it receives that indicates a violation of a law or regulation. The Department will inform Contractor of any such report unless the appropriate agency to which the Department has reported requests that the Department not inform Contractor.

2.3.2 If Contractor believes that it is impossible to comply with a provision of this Contract because of a contradictory provision of applicable State or federal law, Contractor shall immediately notify the Department. The Department then will determine whether a Contract amendment is necessary. The fact that either the Contract or an applicable law imposes a more stringent standard than the other does not, in and of itself, render it impossible to comply with both.

2.4 CULTURAL COMPETENCE PLAN

2.4.1 Contractor shall implement a Cultural Competence Plan and Contract Services shall be provided in a culturally competent manner by ensuring the Cultural Competence of all Contractor staff, from clerical to executive management.

2.4.2 **Cultural Competence Plan.** Contractor's Cultural Competence Plan shall, at minimum, address the following:

2.4.2.1 Involvement of executive management in the development and ongoing operation of the Cultural Competence Plan.

2.4.2.2 The individual executive employee responsible for executing and monitoring the Cultural Competence Plan.

2.4.2.3 The assurance of Cultural Competence at each level of care.

2.4.2.4 Indicators within the Cultural Competence Plan that Contractor will use as benchmarks toward achieving Cultural Competence.

2.4.2.5 Contractor's written policies and procedures for Cultural Competence.

2.4.2.6 Contractor's strategy and method for recruiting staff with backgrounds representative of Enrollees served.

2.4.2.7 The availability of interpretive services. Contractor shall ensure language access by providing language access services for sign and other languages, including offering oral interpretation and written translation services, to communicate with Limited English Proficient (LEP) customers. If a Participant requests interpretive services by a family member or acquaintance, Contractor shall not allow such services by anyone who is under the age of eighteen (18). Contractor shall accept such Participant's verification of the age of the individual providing interpretive services unless Contractor has a valid reason for requesting further verification. Minimally, Contractor must

2.4.2.7.1 include in all Key Oral Contacts and Written Material Notification that such oral interpretation services are available and how to obtain such services.

2.4.2.7.2 Conduct Key Oral Contacts in a language the Customer understands.

2.4.2.8 Reading level. All of Contractor's written communications with Customer must be produced at a sixth (6th)-grade reading level and easily understood by individuals with sixth (6th)-grade reading skills. Contractor will use the Flesch Reading Ease and Flesch-Kincaid Grade level tests, or other reading level test as approved by the Department, to ensure appropriate reading level. Written Materials will be presented in a layout and manner that enhance Enrollees' understanding in a culturally competent manner.

2.4.2.9 Alternative methods of communication. Contractor shall make Key Oral Contacts and Written Materials available in such alternative formats as large print, Braille, sign language provided by interpreters in accordance with the Interpreters for the Deaf Act (225 ILCS 442), CART reporters, audio CDs, TDD/TTY, video relay interpretation, or video relay services, and in a manner that takes into consideration the special needs of those who are visually impaired, hearing impaired, or with limited reading proficiency. Contractor shall inform Customers, as appropriate, that information is available in alternative formats and how to access those formats. Contractor must provide TDD/TTY service upon request for communicating with Customers who are deaf or hearing impaired. Contractor shall arrange interpreter services when necessary. These services will be made available at no cost to the Enrollee.

2.4.2.10 Translated materials. Translated Written Materials and scripts for translated Key Oral Contacts require Prior Approval and must be accompanied by Contractor's certification that its certified translator confirms the translation is accurate and complete, and that the translation is easily understood by individuals with a sixth (6th)-grade reading level and is culturally appropriate. Contractor's first submittal of the translated materials to the Department for Prior Approval must be

accompanied by a copy of the Department's approval of the English version and the required translation certification. Contractor shall make all Written Materials distributed to English-speaking Customers, as appropriate, available in Spanish and other prevalent languages, as determined by the Department in accordance with Section 1557 of the Affordable Care Act. Where there is a prevalent single-language minority within the low-income households in the relevant Illinois Department of Human Services local office area, which for purposes of this Contract shall exist when five percent (5%) or more of such households speak a language other than English, as determined by the Department according to published Census Bureau data, Contractor's Written Materials provided to Customers must be available in that language as well as in English.

2.4.2.11 Font size and taglines. Contractor's Written Materials must be produced using a font size no smaller than 12 point. Written Materials must include taglines, in the prevalent non-English languages and in a large print font size that is no smaller than 18 point, explaining the availability of written translation or oral interpretation to understand the information provided, the toll-free and TTY/TDY telephone number of Contractor's member customer service unit, and information on how to request auxiliary aids and service

2.4.2.12 Website. Any website established by the Contractor shall require prior approval by the Department.

2.4.2.13 Contractor's ongoing strategy and method to engage local organizations to develop or provide cultural-competency training and collaborate on initiatives to increase and measure the effectiveness of culturally competent service delivery and its operation.

2.4.2.14 A description of how Cultural Competence is and will continue to be linked to health outcomes.

2.4.3. Contractor shall require that its Subcontractors comply with Contractor's Cultural Competence Plan and complete Contractor's initial and annual Cultural Competence training. Contractor shall ensure compliance by Subcontractors with contractual and statutory requirements, including the Illinois Human Rights Act, the US Civil Rights Act, and Section 504 of the Federal Rehabilitation Act.

2.5 SITE ACCESS

All locations where Enrollees receive services shall comply with the requirements of the Americans with Disabilities Act (ADA) and must accommodate the needs of individual Enrollees.

2.6 BUSINESS ENTERPRISE PROGRAM GOALS AND OWNERSHIP

2.6.1 Business Enterprise Program Goals. Contractor shall comply with the provisions set forth in this Section, Article VIII, and Attachment VII.

2.6.2 Business Enterprise Program Reporting. Contractor shall report quarterly to Commission on Equity & Inclusion on BEP vendor payments and goal attainment during each State Fiscal Year, in a format specified by CEI, with a copy to the Department's BEP liaison. Contractor shall maintain a record of all relevant data with respect to the utilization of BEP certified subcontractors, including payroll records, invoices, canceled checks, and books of account, for a period of at least five (5) years after the completion of the Contract. Upon three (3) Business Days' written notice, Contractor shall grant full access to these records to any Authorized Person. The Department shall have the right to obtain from Contractor any additional data reasonably related or necessary to verify any representation by Contractor.

2.6.3 BEP Documentation. Contractor shall submit to the Department's BEP liaison its initial BEP utilization plan and related letters of intent no later than sixty (60) days after the Effective Date. After submission, Contractor shall cooperate with the Department to achieve a BEP utilization plan that is acceptable to the State. Any approved BEP utilization plan shall be incorporated as part of this Contract as Attachment VII.

2.7 OWNERSHIP

2.7.1 Contractor cannot be a Managed Care Organization, a subsidiary of an MCO, or an affiliate of an MCO that is contracted with the Department during the term of this Contract and any renewals.

2.7.2 Contractor shall be a Minority-Owned Business during the term of this Contract and any renewals.

2.7.3 Contractor shall provide the following:

2.7.3.1 A list the Contractor's owners, each owner's shares of ownership, and the racial and/or ethnic identity of each owner.

2.7.3.2. Identification of the executive officers responsible for the management and daily business operations of the company and their racial and ethnic identity. Proof of certification as a minority-owned business in Illinois and/or any other state in which Contractor is certified.

2.7.3.3 Contractor shall notify the Department within 10 business days of any change in ownership status.

ARTICLE III: ENROLLMENT, SERVICE AREA, TERMINATION, READINESS REVIEW

3.1 ENROLLMENT

3.1.1 On a monthly basis, Contractor shall receive files from MCOs and, in the Department's discretion, HFS (for any Fee-For-Service Customers):

3.1.1.1 Identifying Customers with a gap in Preventive Care Service.

3.1.1.2 Identifying the Preventive Care Services needed by Customer, including health related social needs.

3.1.1.3 Identifying the Customer's Primary Care Provider (PCP).

3.1.1.4 MCO files shall include all available demographic and contact information for the Customer and the PCP.

3.1.2 The Department in its sole discretion may adjust the information required on the file in Section 3.1.1.

3.1.3 Customers with a gap in Preventive Care Services means Customers who:

3.1.3.1 Have not utilized/received recommended Preventive Care Services.

3.1.3.2 May be at higher risk of not accessing Preventive Care Services.

3.1.3.3 May have Chronic Health Condition who have not utilized primary care in the past 12 months.

3.1.3.4 Customers eligible for services under this Contract must receive care in non-institutional settings within the community.

3.1.3.5 Customer may include the Health Benefits for Immigrant Adults (HBIA) and Health Benefits for Immigrant Seniors (HBIS) enrollees and Dual-eligible Enrollees participating in the Medicare-Medicaid Alignment Initiative (MMAI) or Fully Integrated Duly Eligible Special Needs Plan (FIDE-SNP). Customers shall not include Participants enrolled in Youth Care.

3.1.4 The Contractor does not need to obtain the consent of the Customer to enroll in the MPCEO program.

3.1.5 Enrollees shall initially be those categorized by the MCOs as low-risk with moderate-risk and high-risk MCO enrollees phased in at the Department's discretion.

3.2 SERVICE AREA

3.2.1 The Department has identified the following service areas:

3.2.1.1 The following zip codes in South Cook County: 60629 60632 60633 60638 60652 60406 60409 60419 60422 60425 60426 60428 60429 60430 60438 60443 60444 60445 60449 60452 60461 60462 60464 60466 60467 60469 60471 60472 60473 60475 60476 60477 60478 6048760827.

3.2.1.2 Will County.

3.2.1.2 The following counties in Southern Illinois: Williamson, Union, Johnson, Pope, Hardin, Alexander, Pulaski and Massac.

3.2.1.3 Champaign, Piatt, and Macon County.

3.3 EFFECTIVE ENROLLMENT DATE

The initial enrollment of Customers in the Service Areas will begin on the last date of the following: [REDACTED]

[REDACTED] the enrollment may be phased according to a schedule set by the Department in order to ensure a smooth implementation.

3.4 OPT OUT AND DISENROLLMENT

3.4.1 **Opt Out.** Customers may opt out of MPCEO at any time for any reason. Contractor shall attempt to identify and resolve any Customer's concerns prior to opt out. Contractor shall notify HFS and MCO of Customer opt out and the basis for opt out monthly.

3.4.2 **Disenrollment.** Disenrollment shall be effective when Customer no longer appears on any monthly enrollment file.

3.5 INSOLVENCY

If Contractor becomes insolvent or is subject to insolvency proceedings, Contractor shall be liable for all Contract services until the Contract is terminated or expires.

3.6 CAPACITY

3.6.1 Contractor shall ensure sufficient capacity to serve Customers identified in Section 3.1. HFS reserves the right in its sole discretion to determine how many individuals will be enrolled with Contractor.

3.6.2 The number of Enrollees enrolled with Contractor will be limited to a level that will not exceed Contractor's physical and professional capacity. The Department may establish an enrollment threshold for Contractor, expressed as a percentage of Contractor's maximum enrollment capacity, as a component of the Readiness Review. The Department may also, at any time, set a maximum enrollment capacity based upon other factors including quality indicators, budget considerations, and sanctions imposed under this Contract.

- 3.6.3 Upon request by the Department, or at the times set forth in this Section 3.6, Contractor shall provide to the Department documentation that sets forth Contractor's physical and professional capacity. The documentation must demonstrate that Contractor offers an appropriate range of Contract services that is adequate for the anticipated number of Enrollees, and that Contractor maintains staff that is sufficient in number, diversity, and geographic distribution to meet the needs of the anticipated number of Enrollees. The Department will review the documentation at its discretion with notice to Contractor.
- 3.6.4 If the Department determines that Contractor does not have the necessary capacity to provide Contract Services to any additional Enrollees, the Department shall provide written notice of such determination to Contractor with an explanation of the basis for the Department's determination and allowing Contractor sixty (60) days to restore capacity. In the event the Department reasonably finds that Contractor has failed to restore capacity within sixty (60) days after Contractor receives such notice, the Department may suspend enrollment upon written notice to Contractor of such findings. Such suspension of enrollment may, at the sole discretion of the Department, be for an area that is not the entire Service Area. Thereafter, Contractor may, at any time, submit written evidence to the Department that Contractor has increased capacity, which evidence the Department shall review in good faith. The Department shall, within thirty (30) days following the Department's receipt of such evidence, provide written notice to Contractor of its findings. If the Department finds that Contractor's capacity has increased to the Department's satisfaction, the Department will resume Contractor's enrollment.

3.7 READINESS REVIEW

- 3.7.1 The purpose of readiness review is to identify the timelines between Contract execution and ability to deliver services, including information about hiring and staffing, training protocols, operations, required plans, and materials.
- 3.7.2 Contractor is not entitled to any enrollment until it has passed a Readiness Review conducted by the Department, or otherwise received notice from the Department, indicating that, to the Department's satisfaction, Contractor is ready to provide services to Enrollees in a safe and efficient manner. A Readiness Review will be conducted prior to the implementation of any service set forth in Article IV.

ARTICLE IV: DUTIES OF CONTRACTOR

4.1 PROHIBITION ON DUPLICATION OF SERVICES

- 4.1.1 Contractor shall not provide services to Customers included within the scope of any:
- 4.1.1.1 Independent contract between Contractor and an MCO or between Contractor and Provider.

4.1.1.2 The Contractor shall notify HFS of all contractual relationships with MCOs or Providers in which they provide identical or similar services. The Contractor shall coordinate with MCOs to ensure that there is not duplication of services and that the Contractor's services are designed to achieve Preventive Care Gap Closures.

4.2 SERVICES SUPPLIED BY CONTRACTOR

4.2.1 Contractor shall initially reach out and engage Customers beginning on Effective Enrollment Date as set forth in Section 3.3.

4.2.2 After initial implementation, Contractor shall reach out to Customers within thirty (30) days after the receipt of the MCO/HFS file outlined in Section 3.1.

4.2.3 Contractor shall outreach to Customers in a patient-centered, prevention-focused manner with the goal of achieving Preventive Care Gap Closures. The goal of the MPCEO is to provide services that improve overall health outcomes at the individual and population levels by increasing ownership of Customers in their health and well-being through greater healthcare knowledge; increased access and utilization of Preventive Care Services; and increased engagement with their PCPs, other healthcare providers, Social Determinants of Health providers, and MCOs. Accordingly, when a Customer has been successfully contacted, Contractor shall

4.2.3.1 Provide health education.

4.2.3.2 Respond to questions about what MCO services are available and how to access them.

4.2.3.3 Explain the importance of Preventive Care Services.

4.2.3.4 Explain how to contact PCP /WHCP/other relevant provider (e.g. a provider specializing in a Chronic Health Condition) to receive services.

4.2.3.5 Identify any barriers the Customer faces in obtaining the services.

4.2.3.6 Develop a Person-Centric Preventive Health Care Plan including goals for accessing Preventive Care Services and managing Chronic Health Conditions.

4.2.3.7 Where applicable, employ behavioral interventions to support healthy living and self-management of health including accessing Preventive Care Services and managing chronic disease and reduce associated risks.

4.2.3.8 Notify MCO of any changes to assigned PCP desired by Customer and coordinate any PCP assignment change pursuant to the requirements of the Medical Assistance Program.

4.2.3.9 At no time shall Contractor (i) steer, attempt to steer a Customer towards an MCO or (ii) promote an MCO.

- 4.2.4 Customer feedback will be sought at the close of each contact to inquire if the Customer's needs or issues have been resolved.
- 4.2.5 Contractor shall recommend that Customer utilize services that are within the Provider Network of the Customer's MCO.
- 4.2.6 Contractor's Person-Centric Preventive Health Care Plan will be developed from data sources obtained through this Contract including MCO screenings, with an emphasis on accessing Preventive Care Services, Health-Related Social Needs, or services to manage any Chronic Health Conditions. Contractor shall collaborate with the MCO in developing the Person-Centric Preventive Health Care Plan and shall share this plan with the MCO.
- 4.2.7 Contractor shall utilize Patient Navigation to manage Customer care in coordination with the Customer's PCP and/or MCO.
- 4.2.8 Contractor shall utilize Personal Health Care Consultants to ensure Customers with an identified health or social need are connected to the right provider to meet that need (including accessing Preventive Care Services and services needed to manage a Chronic Health Condition) in coordination with the Customer's Primary Care Provider (PCP) and/or Health Plan. Personal Health Care Consultants will provide health education, motivational interviewing for health behaviors along with home monitoring, home safety inspections to identify health risks in the home, and other health assessments. Personal health consultants are also responsible for care navigation and assuring patients who are due for Preventive Care Services or services relating to managing a Chronic Health Condition access them (e.g. mammograms, immunizations, cholesterol screening, etc.).
- 4.2.9 Input will be solicited from Contractor's Community Stakeholder Council to help develop strategies to increase motivation of Enrollees to participate in their own care.
- 4.2.10 Contractor shall adhere to the Community Outreach and Education Plan when reaching out to Customers.
- 4.2.11 Contractor shall incorporate the Continuous Quality Improvement Plan in its outreach to Customers.
- 4.2.12 Any changes in the services described in this Section may be made by notice in writing by the Department to the Contractor without requiring any Contract amendments.
- 4.2.13 Service delivery methods shall include in-person components in addition to other outreach methods and shall be evaluated as part of readiness review.

4.3 EXCLUDED SERVICES

The Contractor will not be responsible for payment of the Preventative Care Services or any other health, behavioral, or social determinant of health service. Payment for these services will remain the

responsibility of either the appropriate managed care organization (MCO) or the HFS Fee-For-Service (FFS) program, not the Contractor.

4.4 CONTINUOUS QUALITY IMPROVEMENT PLAN

4.4.1 Contractor shall implement and maintain a Continuous Quality Improvement Plan (CQIP).

4.4.2 The CQIP shall demonstrate the ability to internally assess the operation's strengths and weaknesses, and implement required corrections, with the ability to track and report the information required in Section 4.8, Information Reporting and Information Technology Requirements.

4.4.3 The CQIP shall establish mechanisms to:

4.4.3.1 Detect underutilization of Preventive Care Services.

4.4.3.2 Assess the quality and appropriateness of care furnished to Customers who may have barriers to care.

4.4.3.3 Implement and evaluate data driven interventions to close Preventive Care Gaps.

4.4.3.4 Monitor and improve on the Cultural Competence Plan and the Community Outreach and Education Plan.

4.4.4 The Contractor shall establish a governance structure to oversee the CQIP.

4.4.5 The CQIP shall be implemented and maintained through an equity lens and shall minimally identify and report on disparity factors including populations identified in Section 2.2.3.3, race, ethnicity, language preference, age, gender, service area, county, and zip code.

4.5 COORDINATION WITH MCOs AND PCPS

4.5.1 Contractor shall keep a record to report to the MCO and the PCP any barriers to obtaining services that the Customer identified.

4.5.2 Contractor shall keep a record of and send to the MCOs:

4.5.2.1 All Qualifying Interactions with Customers including notes of the interaction, the date and time, and the nature of the interaction (face-to-face or telephonic).

4.5.2.2 All failed attempts at outreach.

4.5.2.3 Information collected or required to be shared in Section 4.8.

4.5.3 Contractor shall collaborate with MCOs on any strategies and tactics deemed necessary by the Contractor in furtherance of this Contract.

4.6 COMMUNITY OUTREACH AND CUSTOMER ENGAGEMENT PLAN

- 4.6.1 Contractor shall implement and maintain a Community Outreach and Customer Engagement Plan. The Community Outreach and Engagement Plan (COEP) shall minimally include the information outlined in this section.
- 4.6.2 The COEP shall outline how Contractor will establish and maintain collaborative working relationships with hard-to-reach and disengaged enrollees, their PCPs, and MCOs.
- 4.6.3 The COEP shall outline the Contractor's planned efforts to educate Customers and stakeholders in the service area about the services and programs offered by the Contractor, MCO, and any other relevant health program.
- 4.6.4 The COEP must align with the Continuous Quality Improvement Plan and Cultural Competence Plan.
- 4.6.5 The COEP must include an overview of how the COEP will contribute to improved access to care including health related social needs and improve healthcare outcomes for Enrollees.
- 4.6.6 The COEP must include equity-based strategies on:
 - 4.6.6.1 Increasing Enrollee self-care management including promoting PCP selection to encourage preventive care, and appropriate health screenings.
 - 4.6.6.2 Education and outreach initiatives that are focused and designed to improve chronic disease management and Behavioral Health through health literacy and lifestyle programs focused on adults.
 - 4.6.6.3 Education and outreach initiatives on maternal and child healthcare.
 - 4.6.6.4 Education and outreach initiatives on Behavioral Health, including reducing barriers to diagnosis and ongoing care.
 - 4.6.6.5 Support Enrollee redetermination process for hard-to-reach populations.
- 4.6.7 The COEP must contain a community-centric outreach and community engagement strategy for increasing awareness and educating Customers.
- 4.6.8 The COEP shall include sample outreach materials that follow the guidelines set forth in Article II.
- 4.6.9 The COEP shall include guidelines on gifts and incentives.

4.7 RECORDS

- 4.7.1 **Maintenance of business records.** Contractor shall maintain all business and professional records that are required by the Department in accordance with generally accepted business and accounting principles. Such records shall contain all pertinent information about the Enrollee, including the information required under this section.

4.7.2 Availability of business records. Records shall be made available in Illinois to the Department and Authorized Persons for inspection, audit, and reproduction as required in Article VIII, Standard Business Terms and Conditions. As a part of these requirements, Contractor will retain one (1) copy in any format of all records for at least ten (10) years after final payment is made under the Contract. If an audit, litigation, or other action involving the records is started before the end of the ten (10) year period, the records must be retained until all issues arising out of the action are resolved.

4.8 INFORMATION-REPORTING AND INFORMATION TECHNOLOGY REQUIREMENTS

4.8.1 Health Information Technology (HIT) Requirements. HFS will instruct MCOs to provide to the Contractor information as detailed in Section 3.1. Contractor shall be required to enter into a Data Use Agreement with the MCOs to receive this information in a secure, HIPAA-compliant manner, and in compliance with other State and Federal Privacy and Security requirements.

4.8.2 Contractor shall have the HIT ability to seamlessly:

4.8.2.1 Receive from MCO and/or HFS information about Customers in the service area, including data elements described in Section 3.1.

4.8.2.2 Exchange data in both directions with Health Plans and HFS related to the duties described in this Contract including sharing of any information required in Sections 4.5 and this Section 4.8.

4.8.2.3 Create reports to share with HFS as required in this Section and Attachment IV.

4.8.2.4 Support the data needed to determine Contractor's Bonus Payment as described in Article VI.

4.8.2.4 Create Customer profiles that include:

4.8.2.4.1 demographic information such as the populations identified in Section 2.2.3.3, race, ethnicity, language preference, age, gender, service area, county, and zip code;

4.8.2.4.2 Person-Centric Preventive Health Care Plans;

4.8.2.4.3 Contract services provided; and

4.8.2.4.3 Support the collection and submission of data relevant to the goals of this Contract including for the purposes of Performance Measurement and the Continuous Quality Improvement Plan.

4.8.3 Disaster Recovery Plan. The Disaster Recovery Plan shall detail the steps the Contractor will take in the event of an outage or failure of HFS' or Contractor's data, communications system(s), or technical support system(s), and the steps the Contractor shall take to notify

and continue to serve customers in the event the Contractor's place of business experiences a significant event (e.g., pandemic, fire, flood, electrical systems, act of God) that forces the Contractor to relocate on a temporary or permanent basis.

4.8.4 **Information-reporting requirements.**

4.8.4.1 **Regular information-reporting requirements.** Contractor shall submit to the Department, or its designee, regular reports and additional information as set forth in this section and Attachment IV. Contractor shall ensure that data included in reports are accurate and complete by:

4.8.4.2 Screening the data for completeness, logic, and consistency.

4.8.4.3 Collecting data from MCOs and/or HFS in standardized formats to the extent feasible and appropriate.

4.8.4.4 **PMPM Enrollment File.** Beginning on the first day of the month prior to the end of the monthly flat rate (see Article VI) and on the first day of every month thereafter, Contractor shall provide to the Department a monthly enrollment file (PMPM Enrollment File) indicating the total number of active Customers assigned to the Contractor in accordance with Article III. This PMPM Enrollment File shall be the basis for determining payment to the Contractor as outlined in Article VI. The Department shall verify the number of Customers identified in this PMPM Enrollment File before payment to Contractor is made. Failure to submit complete and accurate reports by the required due date may result in payment delays, withholdings, or other penalties as determined in the sole discretion by the Department.

4.8.4.5 Contractor shall provide a monthly report on program activities along with narrative details including but not limited to the following. The monthly cadence of the report may be modified at the direction of HFS after the first quarter of implementation.

4.8.4.5.1 The number of Person-Centric Preventive Health Care Plans.

4.8.4.5.2 The barriers to obtaining services identified by the Customer.

4.8.4.5.3 The number of Customer Qualifying Interactions with Patient Navigators and Personal Health Care Consultants (in-person and telephonic).

4.8.4.5.4 Utilization and access of MPCEO services as directed by the Department.

4.8.4.5.5 Number of unduplicated Customers served reported by Customer demographics including populations identified in Section 2.2.3.3, race, ethnicity, language preference, age, gender, service area, county, and zip code.

4.8.4.5.6 Number of referrals provided and referrals resulting in patient completion of a Preventive Care Gap Closure.

4.8.4.5.7 Qualifying Interactions including date and time and the nature of the interaction (face-to-face or telephonic) and all failed attempts at outreach.

4.8.4.5.8 Progress made on quality metrics identified in Article VI.

4.8.4.5.9 Customer profiles as required in Section 4.8.

4.8.4.5.10 Utilization of healthcare and SDOH services.

- 4.8.4.6 All data collected by Contractor shall be available to the MCOs and the Department. All Customer demographics shall minimally include the populations described in 2.2.3.3, race, ethnicity, language preference, age, gender, service area, county, and zip code. Such reports and information shall be submitted in a format and medium designated by the Department or having received Prior Approval. A schedule of all reports and information submissions and the frequency required for each under this Contract are provided in Attachment IV. For purposes of this section, the following terms shall have the following meanings: “initially” means upon Effective Date of this Contract; “annual” means the calendar year; and “quarter” means three (3) consecutive calendar months of the calendar year.
- 4.8.4.7 Unless otherwise specified, Contractor shall submit all reports to the Department or its designee within thirty (30) days from the last day of the reporting period or as defined in Attachment IV. The Department shall advise Contractor in writing of the appropriate format for such reports and information submissions. The Department will provide adequate notice before requiring production of any new regular reports or information and will consider concerns raised by Contractor about potential burdens associated with producing the proposed additional reports. The Department will provide the reason for any such request.
- 4.8.4.8 **Ad hoc information requests and reports.** HFS reserves the right to request additional, “ad hoc” information requests and reporting. Contractor shall submit to the Department an accurate and complete response to any ad hoc request received from the Department by the due date given by the Department. If Contractor cannot meet the due date, Contractor shall request an extension no later than forty-eight (48) hours before such due date. The Department may approve, deny, or allow for such shorter extension within its sole discretion.
- 4.8.4.9 **Impact of noncompliance.** Failure of Contractor to materially comply with reporting requirements may subject Contractor to any of the applicable monetary sanctions in Article VI of this Contract. Any Contractor obligation(s) to provide reporting to the Department shall be contingent on the Department’s ability to deliver to Contractor the information or necessary business specifications reasonably required by Contractor to complete its reporting requirements, as applicable.
- 4.8.4.10 **Information technology requirements.** Contractor will adhere to the data security and connectivity specifications provided in Attachment I and V and Insure Kids Now (IKN) website.

4.9 ENROLLEE GRIEVANCE SYSTEM

- 4.9.1 Contractor must establish and maintain an internal grievance process specific to their Customers for tracking and resolving Customer Complaints related to the Contractor, its

staff, or any services provided by the Contractor. The Contractor shall review Grievances by Customer or the Customer's authorized representative. A Grievance may be submitted orally or in writing, using any medium, at any time, and all Grievances shall be registered with Contractor.

4.9.2 Contractor's procedures must:

4.9.2.1 be submitted to the Department in writing and approved in writing by the Department;

4.9.2.2 provide for prompt resolution; and

4.9.2.3 assure the participation of individuals with authority, no previous involvement of review, and appropriate expertise to require corrective action.

4.9.3 At a minimum, the following elements must be included in the Grievance process:

4.9.3.1 Contractor will acknowledge the receipt of a Grievance within forty-eight (48) hours.

4.9.3.2 Contractor shall attempt to resolve all Grievances as soon as possible but no later than ninety (90) days from receipt of a Grievance. Contractor may inform an Enrollee of the resolution orally or in writing.

4.9.4 An Enrollee may appoint any individual, including a guardian, caregiver relative, or Provider, to represent the Enrollee throughout the Grievance process as an authorized representative. Contractor shall provide a form and instructions on how an Enrollee may appoint an authorized representative.

4.9.5 Contractor shall submit to the Department, in the format required by the Department, a quarterly report summarizing all Grievances and the responses to and disposition of those matters.

4.9.6 Contractor must maintain records of Grievances. At a minimum, the record must contain:

4.9.6.1 general description of reason for Grievance,

4.9.6.2 date received, date reviewed, and resolution, including date, at each level, and name of Person for whom the Grievance was filed.

4.9.7 Contractor shall review its Grievance procedures at least annually to amend such procedures when necessary. Contractor shall amend its procedures only upon receiving the written Prior Approval of the Department. This information shall be provided to the Department.

4.10 SUBCONTRACTS

4.10.1 Contractor may provide or arrange to provide any Contract Services or fulfill any other obligations under this Contract, by means of subcontractual relationships except:

4.10.1.1 Contractor shall not subcontract with Primary Care Providers.

4.10.1.2 Contractor shall not enter into a subcontract with any MCOs or providers to render identical or similar services.

4.10.2 All subcontracts entered into by Contractor must be in writing, must specify the delegated activities, duties or obligations, including any related reporting responsibilities, and are subject to the following conditions:

4.10.2.1 The subcontractors shall be bound by the terms and conditions of this Contract that are appropriate to the service or activity delegated under the agreement or subcontract. Such requirements include the record keeping and audit provisions of this Contract, such that the Department or Authorized Persons shall have the same rights to audit and inspect Subcontractors as they have to audit and inspect Contractor.

4.10.3 Contractor shall remain responsible for the performance of any of its responsibilities delegated to subcontractors and other entities to which duties are delegated.

4.10.4 No subcontract can terminate the legal responsibilities of Contractor to the Department to assure that all the activities under this Contract will be carried out.

4.10.5 Contractor shall not contract or subcontract with an excluded Person, or a Person who has voluntarily withdrawn from the HFS Medical Program as the result of a settlement agreement. All subcontracts must comply with the lobbying certification contained in Article VIII, Standard Business Terms and Conditions.

4.10.6 Contractor must retain the right to terminate any subcontract or impose other sanctions if the performance of the Subcontractor is inadequate.

4.10.7 With respect to all subcontracts made by Contractor, Contractor further warrants:

4.10.7.1 that such and subcontracts are binding;

4.10.7.2 that it will promptly terminate all contracts with Subcontractors or impose other sanctions if the performance of the Subcontractor is inadequate, as determined by either the Department or Contractor;

4.10.7.3 that it will promptly terminate contracts with Subcontractors that are terminated, barred, or suspended, or have voluntarily withdrawn, as a result of a settlement agreement under either Section 1128 or Section 1128A of the Social Security Act, from participating in any program under federal law including any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act or are otherwise excluded from participation in the HFS Medical Program; and

4.10.7.4 that it will monitor the performance of all Subcontractors on an ongoing basis, subject each Subcontractor to formal review on a triennial basis, and, to the extent deficiencies or areas for improvement are identified during an informal or formal review, require that the Subcontractor take appropriate corrective action.

4.10.8 Upon request by the Department, Contractor will make available subcontracts as provided in this Contract.

4.10.9 The Department reserves the right to require Contractor to amend any subcontract as reasonably necessary to conform to Contractor's duties and obligations under this Contract. Contractor may designate in writing certain information disclosed under this Section 4.10 as confidential and proprietary. If Contractor makes such a designation, the Department shall consider said information exempt from copying and inspection under Section 7(1)(b) or (g) of the State Freedom of Information Act (5 ILCS 140/1 et seq.). If the Department receives a request for said information under the State Freedom of Information Act, however, it may require Contractor to submit justification for asserting the exemption. The Department may honor a properly executed criminal or civil subpoena for such documents without such being deemed a Breach of this Contract or any subsequent amendment hereto.

4.10.10 Prior to entering into a subcontract, Contractor shall submit a disclosure statement to the Department specifying any subcontract and Subcontractors in which any of the following have a financial interest of five percent (5%) or more:

4.10.10.1 Person also having a five percent (5%) or more financial interest in Contractor or its Affiliates as defined by 42 CFR §455.101;

4.10.10.2 any director, officer, trustee, partner, or employee of Contractor or its Affiliates;
or

4.10.10.3 any member of the immediate family of any person designated above.

4.10.11 Contractor shall ensure all data received from or on behalf of the Department pertinent to this contract remains located within the contiguous United States.

4.11 PROGRAM INTEGRITY

4.11.1 Contractor shall have administrative and management arrangements, policies, and procedures that comply with all federal and state regulations and statutes governing the detection and prevention of Fraud, Waste, Abuse, mismanagement, and misconduct, including but not limited to 305 ILCS 5/8A-1 et. Seq.

4.11.2 Contractor shall notify the MCOs on a monthly basis of information that Contractor receives that may affect an Enrollee's eligibility to participate in the Medical Assistance program, including changes in an Enrollee's address or death of an Enrollee.

- 4.11.3 Contractor shall establish written policies and procedures for all employees, Subcontractors, and agents that provide detailed information about the False Claims Act and other applicable federal and state laws including administrative, civil, and criminal remedies for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting Fraud, Waste, Abuse, mismanagement, and misconduct in Illinois health care programs. Contractor shall include in any employee handbook a description of these laws, the rights of employees to be protected as whistleblowers, and Contractor's policies and procedures for detecting and preventing Fraud, Waste, Abuse, mismanagement, and misconduct.
- 4.11.4 Contractor shall promptly inform the OIG of any potential Fraud, Waste, Abuse, mismanagement, or misconduct. At the direction of the OIG, Contractor shall promptly inform the Illinois State Police Medicaid Fraud Control Unit (ISP-MFCU) of any potential criminal activity.
- 4.11.5 **Reporting and investigating suspected Fraud, Waste, Abuse, mismanagement, and misconduct.**
 - 4.11.5.1 Contractor and its Subcontractors shall cooperate with all appropriate federal and state agencies in the detection and prevention of Fraud, Waste, Abuse, mismanagement, and misconduct.
 - 4.11.5.2 Contractor and its Subcontractors shall have methods for identification, investigation, and referral of suspected Fraud cases in accordance with this section and with the OIG guidelines.
 - 4.11.5.3 Contractor shall report, as specified by OIG, all suspected Fraud, Waste, Abuse, mismanagement, and misconduct within three (3) Business Days, all alleged criminal conduct.
 - 4.11.5.4 Contractor shall promptly perform a preliminary investigation of all incidents of suspected or confirmed Fraud, Waste, Abuse, mismanagement, or misconduct. Unless prior approval is obtained from the OIG, Contractor shall not take any of the following actions as they specifically relate to the incident:
 - 4.11.5.4.1 Contact the subject of the investigation about any matters related to the investigation;
 - 4.11.5.4.2 Enter into or attempt to negotiate any settlement or agreement regarding the incident; or,
 - 4.11.5.4.3 Accept any monetary or other thing of valuable consideration offered by the subject of the investigation in connection with the incident.
 - 4.11.5.5 Contractor shall promptly provide the results of its preliminary investigation to the OIG.

4.11.5.6 Contractor and its Subcontractors shall cooperate fully in any further investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to interview Contractor's employees and consultants, including but not limited to those with expertise in the administration of the Medical Assistance Program, in medical or pharmaceutical questions, or in any matter related to an investigation.

4.11.5.7 Contractor and its Subcontractors shall cooperate with all OIG investigations, including but not limited to providing administrative, financial, and medical records related to the delivery of services and access to the place of business during normal business hours, except under special circumstances when after-hour admission shall be allowed. Special circumstances shall be determined by the OIG and may include the ISP-MFCU or other relevant law enforcement entities.

4.11.5.8 Contractor and its Subcontractors shall provide data to the OIG when requested to support verification activities, substantiate data validation reviews, and to reconcile any differences or anomalies identified by the OIG.

4.11.5.9 Contractor shall terminate a Subcontractor when notified by the OIG pursuant to Section 4.10.

4.12 HIPAA COMPLIANCE

Contractors shall comply with the Business Associate Agreement set forth in Attachment I.

4.13 INDEPENDENT EVALUATION

Contractor will cooperate in the conduct of any independent evaluation of this Contract or program performed by the Department or another State agency, or its designee or subcontractor.

4.14 MEETINGS AND COMMITTEES

4.14.1 **Community Stakeholder Council.** Contractor shall establish a Community Stakeholder Council, comprised of Customers served and community stakeholders from across the area they serve, whose purpose is to advise and provide feedback to the Contractor on the implementation of its services. Contractor shall provide information on the meeting schedule and location/call-in information to HFS at least 14 business days in advance of the scheduled council meeting. The Community Stakeholder Council shall:

4.14.1.1 Be open to participation from all stakeholders.

4.14.1.2 Be reflective and representative of the cultural, ethnic, and geographic composition of the area.

4.14.1.3 Meet on a standardized meeting schedule that meets no less frequently than once every quarter.

4.14.1.4 Maintain meeting agendas and minutes including a list of participants.

ARTICLE V: DUTIES OF THE DEPARTMENT

5.1 ENROLLMENT

The enrollment process for Customers shall be as described in Section 3.1 and shall exclude Enrollees identified in Section 4.1, Prohibition on Duplication of Services.

5.2 PAYMENT

The Department shall pay Contractor for the performance of Contractor's duties and obligations hereunder. Such payment amounts shall be as set forth in Article VI of this Contract. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies, or expenses, including Marketing costs incurred by Contractor.

5.3 DEPARTMENT REVIEW OF COEP MATERIALS

Review of all COEP Materials that are required by this Contract shall be submitted to the Department for Prior Approval. The Department, at any time, reserves the right to disapprove any materials that Contractor used or distributed prior to receiving the Department's express written approval. In the event the Department disapproves any materials, Contractor shall immediately cease use and distribution of such materials.

ARTICLE VI: PAYMENT AND FUNDING

6.1 TOTAL PAYMENT

[REDACTED]

Payment is not guaranteed and is subject to "Availability of Appropriation", see Section 30, Standard Terms and Conditions.

6.2 START-UP FUNDS.

[REDACTED]

6.3 BONUS FUNDS

[REDACTED]

6.4 PAYMENT

[REDACTED]

[REDACTED]

[REDACTED]

6.5 BONUS FUNDS

6.5.1 Bonus funds [REDACTED] are available for Contractor to earn based on improvement for Customers of the below metrics in the Service Areas identified in

- 6.5.1.1 Childhood Immunizations-Combo 10 (CIS-10)
- 6.5.1.2 Colorectal Cancer Screening (COL)
- 6.5.1.3 Breast Cancer Screening (BCS)
- 6.5.1.4 Cervical Cancer Screening (CCS)
- 6.5.1.5 Controlling High Blood Pressure (CBP)
- 6.5.1.6 Child and Adolescent Well-Care Visits (WCV)
- 6.5.1.7 Screening for Depression and Follow-up: 12-17 Years, 18+ Years (CDF)
- 6.5.1.8 Contraceptive Care – All Women – 21-44 Years (CCW)
- 6.5.1.9 Follow-up Care for Children Prescribed ADHD Medication (ADD)
- 6.5.1.10 Asthma Medication Ratio: 5-18 Years, 19-64 Years (AMR)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.6 HOLD HARMLESS.

Contractor shall indemnify and hold the Department harmless from any and all claims, complaints, or causes of action that arise as a result of failure to pay any Subcontractor, either on a timely basis or at all, regardless of the reason or any dispute arising between Contractor and a Subcontractor.

6.7 PAYMENT IN FULL

Acceptance of payment of the rates specified in this Article VI for any Enrollee is payment in full for all Contract services.

6.8 PROMPT PAYMENT

Payments, including late charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and Administrative Rules (74 Ill. Adm. Code 900).

6.9 SANCTIONS

6.9.1 The Department may impose civil money penalties, late fees, performance penalties (collectively, "monetary sanction"), and other sanctions, on Contractor for Contractor's failure to comply with the terms of this Contract. Monetary sanctions imposed pursuant to this section may be collected by deducting the amount of the monetary sanction from any payments due to Contractor or by demanding immediate payment by Contractor. The Department, at its sole discretion, may establish an installment payment plan for payment of any monetary sanction. The determination of the amount of any monetary sanction shall be at the sole discretion of the Department, within the ranges set forth below. Self-reporting by Contractor will be taken into consideration in determining the amount of any monetary sanction. The Department shall not impose any monetary sanction where the noncompliance is directly caused by the Department's action or failure to act or where a force majeure delays performance by Contractor. The Department, in its sole discretion, may waive the imposition of a monetary sanction for failures that it judges to be minor or insignificant. Upon determination of noncompliance, the Department shall give written

notice to Contractor describing the noncompliance, the opportunity to cure the noncompliance at the discretion of the Department, or where a cure is not otherwise disallowed under this Contract, the monetary sanction that the Department will impose hereunder. The Department may disallow an opportunity to cure when noncompliance is willful, egregious, persistent, part of a pattern of noncompliance, or incapable of being cured, or when a cure is otherwise not allowed under this Contract. The Department reserves the right to terminate this Contract as provided in Article VII of this Contract in addition to, or in lieu of, imposing one or more monetary sanctions. At the end of each subsequent period of thirty (30) days in which no demonstrated progress is made toward compliance, the Department may, without further notice, impose additional performance penalties of equal amount. The Department reserves the right to amend these sanctions and sanction amounts at any time, with sixty (60) days' notice provided to Contractor.

6.9.2 Failure to report or submit standard required reports. If Contractor fails to submit any report or other material and information required by this Contract to be submitted to the Department by the date due, the Department may, at its sole discretion and without further notice, impose a late fee of up to US \$50,000 for the late report, material, and information. The date due will be either the date imposed by the Department, or the date agreed to by the Department at Contractor's request. At the end of each subsequent due date for which the specific report is not submitted, the Department may, without further notice, impose an additional late fee equal to the amount of the original late fee.

6.9.3 Failure to submit ad hoc reports. If Contractor fails to submit any ad hoc report in an accurate, complete, and timely manner, as provided in section 4.8.4.5 and Attachment IV, then the Department may, at its sole discretion and without notice, impose a monetary sanction of up to US \$50,000. The Department may also, without further notice, impose an additional monetary sanction until an accurate and complete response is submitted.

6.9.4 Failure to comply with BEP requirements. If the Department determines that Contractor has not met, and has not made good-faith efforts to meet, the goals for BEP subcontracting established in this Contract, or has provided false or misleading information or statements concerning compliance, certification status, eligibility of certified Contractors, its good-faith efforts to meet the BEP goal, or any other material fact or representation, the Department may, without further notice:

6.9.4.1 impose a performance penalty of up to US \$100,000; or

6.9.4.2 withhold payment to Contractor in an amount equal to the difference between the BEP goal and the amount of money paid to BEP-certified subcontractors during the State Fiscal Year; and

6.9.4.3 The Department may withhold whichever is the larger amount.

6.9.5 Failure to demonstrate improvement in areas of deficiencies. If the Department determines that Contractor has not made significant progress in monitoring or carrying out its CQIP or demonstrating improvement in areas of deficiencies, as identified in its Performance Measure results, or quality monitoring, the Department will provide notice to Contractor that Contractor shall be required to develop a formal Corrective Action Plan (CAP) to remedy the areas of deficiencies.

6.9.6 Contractor shall submit a CAP within thirty (30) days after the date of notification by the Department. Contractor's CAP will be evaluated by the Department to determine whether it satisfactorily addresses the actions needed to correct the deficiencies. If Contractor's CAP is unsatisfactory, the Department will indicate the sections requiring revision and any necessary additions, and request that another CAP be submitted by Contractor, unless otherwise specified, within thirty (30) days after receipt of the Department's second notice. If Contractor's second CAP is unsatisfactory, the Department may declare a material breach.

6.9.7 Within ninety (90) days after Contractor has submitted an acceptable CAP, Contractor must demonstrate progress toward improvement. The Department, or its designee, may review Contractor's progress through an on-site or off-site process. Thereafter, Contractor must show improvement for each ninety (90) day period until Contractor is compliant with the applicable requirements of this Contract.

6.9.8 If Contractor does not submit a satisfactory CAP within the required timeframes or show the necessary improvements, the Department, without further notice, may impose a performance penalty of up to US \$50,000 for each thirty (30)-day period thereafter.

6.9.9 The CAP must be submitted with the signature of Contractor's chief executive officer and is subject to approval by the Department. The CAP must include the following

6.9.9.1 the specific problems that require corrective action; the type of corrective action to be taken for improvement of each specific problem;

6.9.9.2 the goals of the corrective action;

6.9.9.3 the timetable and work plan for action;

6.9.9.4 the identified changes in processes, structure, and internal and external education;

6.9.9.5 the type of follow-up monitoring, evaluation, and improvement; and

6.9.9.6 the identified improvements and enhancements of existing quality and Performance Measures activities.

6.9.10 Imposition of Prohibited Charges. If the Department determines that Contractor has imposed a charge on an Enrollee that is prohibited, or otherwise not allowed, under the

Medicaid program, the Department may impose a civil money penalty of up to US \$25,000.

6.9.11 Misrepresentation or falsification of information. If the Department determines that Contractor has misrepresented or falsified information furnished to a Customer, or Provider, the Department may impose a civil money penalty of up to US \$25,000 for each determination. If the Department determines that Contractor has misrepresented or falsified information furnished to the Department, the Department may impose a civil money penalty of up to US \$100,000 for each determination.

6.9.12 Failure to provide Contract Services and Contract Deliverables. If the Department determines that Contractor has substantially failed to arrange to provide a service or required deliverable that Contractor is required to provide under this Contract or by the Department, the Department may impose a civil money penalty of up to US \$50,000 for each determination.

6.9.13 Other failures. If the Department determines that Contractor is in substantial noncompliance with any material terms of this Contract, or any State or applicable federal laws affecting Contractor's conduct under this Contract, that are not specifically enunciated in this Article VI but for which the Department reasonably determines imposing a performance penalty or other sanction is warranted, the Department, may impose a performance penalty of up to US \$50,000.

6.10 RETENTION OF PAYMENTS

Contractor shall comply with the provisions set forth in Article VIII.

6.11 DEDUCTIONS FROM PAYMENTS

Contractor shall comply with the provisions set forth in Article VIII.

6.12 COMPUTATIONAL ERROR

Contractor shall comply with the provisions set forth in Article VIII.

6.13 NOTICE FOR RETENTIONS AND DEDUCTIONS

Prior to making an adjustment pursuant to sections 6.10, 6.11, or 6.12, except for routine systematic adjustments, the Department will provide Contractor with a notice and explanation of the adjustment. Contractor may provide written objections regarding the adjustment to the Department within fifteen (15) days after the Department sends the notice. No adjustment will be made until the Department responds in writing to the objections or, if no timely objections are made, on or after the sixteenth (16th) day after sending the notice.

6.14 NON-CONTRACTUAL RECOVERIES

6.14.1 If the Department requires Contractor to recover established overpayments made to a Subcontractor by the Department for performance or nonperformance of activities not governed by this Contract, Contractor shall immediately notify the Department of any amount recovered, and, as agreed to by the Parties:

6.14.2 Contractor shall immediately provide the amount recovered to the Department; or

6.14.2 the Department shall withhold the amount recovered from a payment otherwise owed to Contractor.

ARTICLE VII: TERM, RENEWAL, AND TERMINATION

7.1 TERM OF THIS CONTRACT

This Contract has an initial term commencing upon the last dated signature of the parties (Execution Date) through and including June 30, 2027. Contractor shall not commence work in further of this Contract prior to final execution.

7.2 RENEWAL

This contract may be renewed in the sole discretion of the Department. If the Contract is renewed, the renewal shall be subject to the same terms and conditions as the initial term of the Contract unless the Department deems otherwise in its sole discretion or as otherwise stated in the pricing section. The Contract may not renew automatically, nor may the Contract renew solely at Contractor's option. The Department reserves the right to renew for a term or multiple terms determined by the Department in its sole discretion.

7.3 CONTINUING DUTIES IN THE EVENT OF TERMINATION

Upon termination of this Contract, the Parties are obligated to perform those duties that survive under this Contract. Such duties include all reports for periods of operation; retention of records; and preservation of confidentiality and security of PHI. Termination of this Contract does not eliminate Contractor's responsibility to the Department for overpayments, which the Department determines in a subsequent audit may have been made to Contractor, nor does it eliminate any responsibility the Department may have for underpayments to Contractor. Contractor warrants that if this Contract is terminated, Contractor shall promptly supply all information in its possession or that may be reasonably obtained that is necessary for the orderly transition of Enrollees and completion of all Contract responsibilities. Contractor must, for a period of time provide all reasonable transition assistance requested by the Department.

7.4 IMMEDIATE TERMINATION FOR CAUSE

In addition to any other termination rights under this Contract, the Department may terminate this Contract, in whole or in part, immediately upon written notice (either via Certified Mail or electronically) to Contractor pursuant to Section II if it is determined that the actions, or failure to act, of Contractor or its agents, employees, or Subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property.

7.5 TERMINATION FOR CAUSE

In addition to any other termination rights under this Contract, if Contractor fails to perform to the Department's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the Department shall provide written notice to Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice, which shall be no fewer than sixty (60) days. If the breach or noncompliance is not remedied by that date, the Department may: (i) immediately terminate the Contract without additional written notice; or (ii) enforce the terms and conditions of the Contract. In either event, the Department may also seek any available legal or equitable remedies and damages.

7.6 TERMINATION FOR CONVENIENCE

Following ninety (90) days' written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to Contractor. In no event will the Department or State be liable to Contractor for any compensation for services not rendered or outside the scope of this Contract. Following one-hundred eighty (180) days' written notice, Contractor may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Department.

7.7 OTHER TERMINATION RIGHTS

7.7.1 This Contract may be terminated immediately or upon notice by the Department, at its sole discretion, in the event of the following:

7.7.1.1 material failure of Contractor to maintain the representations, warranties, and applicable certifications set forth in Article VIII;

7.7.1.2 commencement of any case or proceeding by or against Contractor seeking a decree or order with respect to the other Party under the United States Bankruptcy Code or any other applicable bankruptcy or similar law, including, without limitation, laws governing liquidation and receivership, provided such proceeding is not dismissed within ninety (90) days after its commencement;

7.7.1.3 material misrepresentation or falsification of any information provided by Contractor in the course of dealings between the Parties;

7.7.1.4 action by Contractor to sell, transfer, dissolve, merge, or liquidate its business;

7.7.1.5 failure of the Parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Contract; or

7.7.1.6 funds for this Contract become unavailable due to availability of appropriations.

7.7.2 The effective date of any termination under this Section 7.7 shall be the earliest date that is at least thirty (30) days following the date the notice is sent and occurs on the last day of a calendar month. Neither Party shall be relieved of its obligations under this Contract, including the Department's obligation to pay Contractor, for the period from the Effective Enrollment Date through the effective termination date.

7.8 AUTOMATIC TERMINATION

This Contract shall automatically terminate on a date set by the Department upon the conviction of a felony of Contractor, or a Person with Ownership or a Controlling Interest in Contractor.

7.9 REIMBURSEMENT IN THE EVENT OF TERMINATION

In the event of termination of this Contract, Contractor shall be responsible and liable for payment to subcontractor for any and all claims for Contract Services rendered prior to the effective termination date.

ARTICLE VIII: AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

8.1 Confidentiality of program recipient information. 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 use and 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, and The Health Information Technology for Economic and Clinical Health Act (the HITECH Act) of the American Recovery and Reinvestment Act of 2009.

8.2 Nondiscrimination. Vendor and Vendor's principals, employees and subcontractors shall abide by federal 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.

8.3 Business enterprise for minorities, women, and persons with disabilities act participation and utilization plan. The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575. The solicitation contained a goal of 20%. In response to the solicitation, Vendor submitted a BEP Utilization Plan and Letter(s) of Intent, which HFS approved. The Vendor shall remain in compliance with the BEP goals set forth in the solicitation, the Utilization Plan and the Letter(s) of Intent. Failure to meet the stated goal, may be grounds for termination of the Contract by the State.

8.4 30 ILCS 575/8i: Business enterprise for minorities, women, and persons with disabilities act participation and utilization plan renewal. 30 ILCS 575/8i pertains to the Business Enterprise Program (BEP) in Illinois. This section of the law mandates that state agencies and universities must recalculate the level of participation for businesses owned by minorities, women, and persons with disabilities (BEP participants) during contract renewals or extensions. The recalculation ensures that these businesses continue to have fair opportunities in state contracts. The specific participation goals and requirements are reviewed and adjusted based on current availability and other relevant factors at the time of the contract renewal.

8.5 Child support. Vendor shall, to the extent that Vendor has knowledge of the facts or circumstances regarding its employees child support payments, ensure that its employees who provide services 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, Vendor provides:

8.5.1 Proof of payment of past-due amounts in full;

8.5.2 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

8.5.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.

8.6 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 in writing.

8.7 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 Administrative Rules and Agency policies 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.

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

8.9 Employee handbook. Vendor shall ensure that its employees who provide services under this contract at a location controlled by the Agency abide by applicable provisions of the Agency's Employee Handbook.

8.10 Billing.

8.10.1 Record keeping shall be in accordance with sound accounting standards.

8.10.2 Each invoice shall set out Vendor's social security number or taxpayer identification number.

8.11 Retention of payments.

8.11.1 Pursuant to 44 Ill. Admin. Code 1.2065(c), the Agency may deduct from whatever is owed Vendor on this or any other contract an amount sufficient to compensate the State of Illinois for any damage resulting from termination or rescission.

8.11.2 The additional cost of supplies or services bought elsewhere;

8.11.3 The cost of repeating the procurement procedure;

8.11.4 Any expenses incurred because of delay in receipt of supplies or services;

8.11.5 Any other damages caused by Vendor's breach of contract or unlawful act; and

8.11.6 If any failure of Vendor to meet any requirement of this Contract results in the withholding of federal funds from the State, the Agency 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 will release to Vendor the equivalent withheld funds.

8.12 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 or an adjustment to payment to Vendor.

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

8.14 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 shall be held harmless by Vendor. Vendor agrees to assume all risk of loss and to indemnify and hold the Agency 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.

8.15 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 after 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 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.

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

8.17 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. 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.

8.18 Excluded individuals/entities. Vendor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Contract and at least annually thereafter, by:

8.18.1 Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; and

8.18.2 Reviewing the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <https://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <https://www.sam.gov/portal/public/SAM/>).

8.18.3 For purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:

8.18.3.1 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 IV, XVIII, XIX, XX or XXI of the Social Security Act;

8.18.3.2 Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or

8.18.3.3 Has been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity within the last ten (10) years.

8.18.4 Vendor shall terminate its relations with any employee, contractor or subcontractor immediately upon learning that such employee, contractor or subcontractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.

8.19 Nonexclusion. Vendor certifies that:

8.19.1 Vendor is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.

8.19.2 If at any time during the term of this Agreement, Vendor becomes barred, suspended, or excluded from participation in this transaction, Vendor shall,

within thirty (30) days after becoming barred, suspended or excluded, provide to the Agency a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.

8.19.3 During the last five (5) years, no order judgment or decree of any Federal authority has been issued barring, suspending or otherwise limiting Vendor's right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor shall include this certification within every subcontract related to performance under this Contract.

8.20 **Conflict of interest.** In addition to any other provision in this Contract governing conflicts of interest, Vendor certifies that neither Vendor, nor any party directly or indirectly affiliated with Vendor, including, but not limited to, Vendor's officers, directors, employees and subcontractors, and the officers, directors and employees of Vendor's subcontractors, shall have or acquire any Conflict of Interest in performance of this Contract.

8.20.1 For purposes of this section, "Conflict of Interest" shall mean an interest of Vendor, or any entity described above, which may be direct or indirect, professional, personal, financial, or beneficial in nature that, in the sole discretion of the Agency, compromises, appears to compromise, or gives the appearance of impropriety with regard to Vendor's duties and responsibilities under this Contract. This term shall include potential Conflicts of Interest. A Conflict of Interest may exist even if no unethical or improper act results from it or may arise where Vendor becomes a party to any litigation, investigation, or transaction that materially impacts Vendor's ability to perform under this Contract. Any situation where Vendor's role under the Contract competes with Vendor's professional or personal role may give rise to an appearance of impropriety. Any conduct that would lead a reasonable person, knowing all the circumstances, to a conclusion that bias may exist or that improper conduct may occur or gives the appearance of the existence of bias or improper conduct, is a Conflict of Interest.

8.20.2 Vendor shall disclose in writing any Conflicts of Interest to the Agency no later than seven (7) calendar days after learning of the Conflict of Interest. The Agency may initiate any inquiry as to the existence of a Conflict of Interest. Vendor shall cooperate with all inquiries initiated pursuant to this section. Vendor shall have an opportunity to discuss the Conflict of Interest with the Agency and suggest a remedy under this section.

8.20.3 Notwithstanding any other provisions in the Contract, the Agency shall, in its sole discretion, determine whether a Conflict of Interest exists or whether Vendor failed to make any required disclosure. This determination shall not be subject to

appeal by Vendor. If the Agency concludes that a Conflict of Interest exists, or that Vendor failed to disclose any Conflict of Interest, the Agency may impose one or more remedies, as set forth below.

8.20.4 The appropriate remedy for a Conflict of Interest shall be determined in the sole discretion of the Agency and shall not be subject to appeal by Vendor. Available remedies shall include, but not be limited to, the elimination of the Conflict of Interest or the non-renewal or termination of the Contract.

8.21 **Clean air act and clean water act.** Vendor certifies that 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.

8.22 **Lobbying.**

8.22.1 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.

8.22.2 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's Bureau of Fiscal Operations.

8.22.3 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.

8.22.4 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.

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

8.23.1 Provisions apply to successive events and transactions;

8.23.2 "Or" is not exclusive;

8.23.3 References to statutes and rules include subsequent amendments and successors thereto;

8.23.4 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;

8.23.5 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;

8.23.6 "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;

8.23.7 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;

8.23.8 Words in the plural which should be singular by context shall be so read, and vice versa; and

8.23.9 References to "Illinois Department of Healthcare and Family Services," "Department" or "Agency" shall include any successor agency or agencies thereto.

8.24 HIPAA business associate agreement. For the purposes of this Contract, Vendor is a Business Associate of the Agency. Vendor shall comply with the terms of the HIPAA Business Associate Agreement set forth in Attachment I.

8.30 STANDARD ILLINOIS CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or Subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Illinois Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
4. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a

duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

5. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).
11. Vendor certifies that it 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 or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false 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 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois

Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminating club.” 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. 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.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. 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.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.

32. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.
33. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

IN WITNESS WHEREOF, the Department and Contractor hereby execute and deliver this Contract, #2025-24-001MyOwnDoctor, LLC, effective as of the Effective Date. This Contract may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

CONTRACTOR

STATE OF ILLINOIS

My [redacted]
By: [redacted]

Department of Healthcare and Family Services
By: [redacted]

Authorized Representative

[redacted]

Printed Name

[redacted]

Title [redacted]

Date: [redacted]

Date: [redacted]

Address:

[redacted]
[redacted]
[redacted]

Address:

[redacted]
[redacted]

FEIN: [redacted]

Phone: [redacted]

Phone: [redacted]

Fax: [redacted]

E-mail: [redacted]

E-mail: _____

ATTACHMENTS

Attachment I: Business Associate Agreement

Attachment II: Taxpayer Identification Number

Attachment III: Financial Disclosures Of Conflicts of Interest

Attachment IV: Required Deliverables, Submissions, And Reporting

Attachment V: Data Security and Connectivity Specifications

Attachment VI: Contract Monitors

Attachment VII: Business Enterprise Program (BEP)

Attachment VIII: Standard Terms and Conditions

ATTACHMENT I: BUSINESS ASSOCIATE AGREEMENT

A. Definitions. Capitalized terms used in this HIPAA Business Associate Agreement shall have the following meanings:

1. "Designated Record Set" shall have the same meaning as set forth in 45 CFR 164.501.
2. "Individual" shall have the same meaning as set forth in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
3. "Protected Health Information" or "PHI" shall have the same meaning as set forth in 45 CFR 160.103, and is limited to the information created or received by Business Associate from or on behalf of Covered Entity in connection with Business Associate's performance of the Services.
4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Part 160 Subpart A and 45 CFR Part 164 Subparts A and E.
5. "Required by law" shall have the same meaning as set forth in 45 CFR 164.103.
6. "Services" shall mean the duties or obligations described in the Agreement to be performed by Business Associate for Covered Entity.
7. "Business Associate" shall generally have the same meaning as set forth in 45 CFR 160.103 and, in reference to the party to the Agreement and this HIPAA Business Associate Agreement, shall mean MyOwnDoctor LLC.
8. "Covered Entity" shall generally have the same meaning as set forth in 45 CFR 160.103 and, in reference to the party to the Agreement and this HIPAA Business Associate Agreement, shall mean the Illinois Department of Healthcare and Family Services (HFS).
9. "Breach" shall have the same meaning as set forth in 45 CFR 164.402.
10. "Unsecured PHI" shall have the same meaning as set forth in 45 CFR 164.402.
11. "HIPAA Rules" shall mean the "HIPAA Administrative Simplification," 45 CFR Parts 160, 162, and 164, and shall include any amendments thereto.
12. "Agreement" shall mean the Contract between HFS and MyOwnDoctor LLC, HFS agreement number 2025-24-001
13. "Security Incident" shall have the same meaning as set forth in 45 CFR Section 164.304.
14. All other terms used herein shall have the meaning ascribed to them in the HIPAA Rules.

B. Business Associate's Obligations and Activities. Business Associate shall:

1. Not use or disclose PHI other than as permitted or required by the Agreement, or this HIPAA Business Associate Agreement, in compliance with all applicable requirements of 45 CFR 164.504(e), or as required by law; and

2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement or this HIPAA Business Associate Agreement; and
3. Report to Covered Entity, as required at 45 CFR 164.410, any use or disclosure of PHI of which Business Associate becomes aware that is not provided for by the Agreement or this HIPAA Business Associate Agreement, including breaches of unsecured PHI and security incidents. A report of a breach to Covered Entity does not alter Business Associate's responsibility under the law to notify the affected Individuals; and
4. If subcontracting is allowed under the terms of the Agreement, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from Covered Entity or created, received or maintained by Business Associate on behalf of Covered Entity in connection with its performance of the Services, agree to enter into a written agreement that has restrictions and conditions at least as stringent as those that apply to Business Associate under this HIPAA Business Associate Agreement with respect to such information; and
5. To the extent Business Associate maintains PHI in a Designated Record Set, provide access to such PHI to Covered Entity or, at the request of Covered Entity, to another person or entity in the time and manner reasonably specified by Covered Entity; and
6. To the extent Business Associate maintains PHI in a Designated Record Set, make such PHI available to Covered Entity for amendment, and incorporate any amendments to such PHI that Covered Entity directs; and
7. Provide to Covered Entity or to an Individual, in a time and manner specified by the Covered Entity, information collected in accordance with the terms of the Agreement to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, Business Associate will make an accounting of disclosures of such PHI in accordance with Section 13405(c) of the HITECH Act and 45 CFR Section 164.528. The Business Associate shall maintain for a minimum of six (6) years documentation of the protected health information disclosed by the Business Associate, and all requests from individuals for access to records or amendments of records in accordance with 45 CFR Section 164.528; and
8. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and
9. For purposes of allowing determination of Covered Entity's compliance with the Privacy Rule, make available to Covered Entity and to the Secretary of the United States Department of Health and Human Services, Business Associate's internal practices, books, and records, including policies and procedures and PHI, that relate to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. The Business Associate must retain the

documentation required by 45 CFR Section 164.530(j)(1) for six years from the date of its creation or the date when it last was in effect, which is later; and

10. Mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement or this HIPAA Business Associate Agreement; and
11. Limit the use, disclosure or request of PHI to the minimum necessary to perform the Services; and
12. Refrain from exchanging PHI with any entity which the Business Associate knows has a pattern of activity or practice that constitutes a material breach or violation of HIPAA; and
13. Encrypt PHI at rest and during transmission.

C. Business Associate's Permitted Uses and Disclosures.

1. Business Associate may use or disclose PHI only to perform Services for, or on behalf of, Covered Entity, and only provided that such use or disclosure would not violate the Privacy Rule.
2. Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity. Business Associate shall require the person or entity to which the PHI was disclosed to notify Business Associate of any breach of the confidentiality of the PHI of which the person is or becomes aware.
3. Business Associate shall make uses and disclosures and requests for PHI consistent with the "minimum necessary" standard set forth in 45 CFR 164.502(b).
4. Business Associate may not use or disclose PHI in a manner that, if done by Covered Entity, would violate Subpart E of 45 CFR Part 164.
5. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

D. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

1. Pursuant to 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitation contained in the Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Term and Termination.

1. Effective Date. This HIPAA Business Associate Agreement shall be effective as of the execution of the Agreement.

2. **Termination.** Upon the Covered Entity learning of a material breach of the terms of this HIPAA Business Associate Agreement, the Agency may take any or all of the following actions:
 - a. Immediately terminate the Agreement; and
 - b. Provide Business Associate with an opportunity to cure the breach or end the violation, and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; and
 - c. Report the violation to the Secretary of the United States Department of Health and Human Services; and
 - d. Require Business Associate to pay all costs associated with the breach, including costs of notifying all individuals affected by the breach, costs associated with mitigating the breach, and all fines and penalties.
 3. **Obligations of Business Associate Upon Termination.** Upon termination of the Agreement for any reason, Business Associate shall, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity:
 - a. Destroy all PHI maintained in any form. Business Associate must perform this destruction in a manner no less restrictive than that set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. Business Associate must certify in writing the method used to destroy the PHI, including the date and time of data destruction. HFS reserves the right to verify that the PHI has been properly destroyed pursuant to this Business Associate Agreement; and
 - b. If destruction of the PHI is not feasible, Business Associate shall extend the protections of the Agreement and this HIPAA Business Associate Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI unfeasible. This provision shall apply equally to PHI that is in the possession of any subcontractor or agent of Business Associate.
 4. **Survival.** The obligations of Business Associate under this HIPAA Business Associate Agreement shall survive the termination of the Agreement or this HIPAA Business Associate Agreement.
- F. Covered Entity's Obligations.** Covered Entity shall:
1. Provide Business Associate with access to Covered Entity's Notice of Privacy Practices (<https://www.illinois.gov/hfs/SiteCollectionDocuments/hfs3806.pdf>) ; and
 2. Notify Business Associate of any change in or revocation of permission by an Individual to use or disclose PHI, to the extent that such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI; and

3. Notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI; and
4. Not require Business Associate to use or disclose PHI in any manner that would be impermissible for Covered Entity to use or disclose PHI under the Privacy Rule, HIPAA, the HITECH Act, or any applicable federal or state law or regulation for Covered Entity to use or disclose.

G. Breach.

1. Policies and Procedures. Business Associate shall have in place internal policies and procedures for identifying and reporting breaches, and for mitigating potential damages associated with a Breach of Unsecured PHI.
2. Breach Notification. If Business Associate becomes aware of a security or privacy incident potentially impacting HFS's data, Business Associate shall provide a preliminary notification to HFS within 24 hours after Business Associate first becomes aware of the incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
 - a. Business Associate shall notify Covered Entity within the above time frame even if Business Associate has not conclusively determined that the incident constitutes a Breach of Unsecured PHI.
 - b. If Business Associate determines that there has been an unauthorized access, use, or disclosure of PHI, Business Associate shall notify Covered Entity by completing and submitting Exhibit A. Exhibit A must be submitted to HFS within 5 Business Days after Business Associate first became aware of the potential security or privacy incident, even if it has not conclusively determined that that incident constitutes a Breach of Unsecured PHI
3. Investigation. Business Associate and Covered Entity will cooperate in investigating whether a Breach has occurred and deciding how to provide breach notifications to individuals and other entities, as required. If Covered Entity and Business Associate do not agree on whether a Breach as defined by HIPAA has occurred, HFS shall have final authority to make that decision.
4. Breach Reporting. Business Associate shall provide notification to the Individuals whose PHI was breached, unless Covered Entity agrees to assume the notification and any associated costs. Business Associate shall coordinate with Covered Entity to draft a notice to inform Individuals about the breach.
5. Costs. Unless Covered Entity agrees to assume the costs of providing Breach notifications to affected Individuals who are required by law to receive such notifications, Business Associate shall pay directly or reimburse Covered Entity for all reasonable and direct out-of-pocket costs, including, but not limited to, credit monitoring services for not less than 12 months provided to Individuals and any litigation costs, fines, penalties or judgments resulting from the Breach.

6. Indemnification for Breach. Business Associate shall indemnify Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under this Agreement or 45 CFR 164 Subparts D and E.

H. **Third Party Beneficiary.** Nothing contained in this HIPAA Business Associate Agreement is intended to confer upon any person other than the Parties hereto any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this HIPAA Business Associate Agreement.

I. **Miscellaneous.**

1. Amendment. The Parties may amend this HIPAA Business Associate Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

2. Interpretation. Any ambiguity in this HIPAA Business Associate Agreement shall be interpreted to permit compliance with the HIPAA Rules.

3. No Agency. The Parties do not intend, nor does this Agreement create, an agency relationship between HFS and Business Associate.

Exhibit A - Notification of Unauthorized Access, Use, or Disclosure

Business Associate must complete this form to notify HFS of any unauthorized access, use, or disclosure of Protected Health Information. In accordance with the Agreement, notice must occur immediately.

Notice shall be provided to: Illinois Department of Healthcare and Family Services

Attn: Privacy Officer

Bloom Building, 3rd Floor

201 South Grand Avenue East

Springfield, Illinois 62763

HFS.Privacy.Officer@illinois.gov

Information to be submitted by Business Associate:

Agreement Information:
Agreement Number:
Agreement Title:
Contact Person for this Incident:
Contact Person's Title:

Contact's Address:
Contact's E-mail:
Contact's Telephone No.:

NOTIFICATION:

Business Associate hereby notifies HFS that there has been an unauthorized access, use, or disclosure of Protected Health Information that Business Associate had access to under the terms of the Agreement, as described in detail below:

[illegible]

Number of Individuals Impacted. If over 500, identify whether individuals live in multiple states.

Submitted by:

Signature: _____ **Date:** _____

Printed Name and Title:

ATTACHMENT II: TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT III: FINANCIAL DISCLOSURES OF CONFLICTS OF INTEREST

ATTACHMENT IV: REQUIRED DELIVERABLES, SUBMISSIONS, AND REPORTING

Note: All Customer demographics shall minimally include population described in Section 2.2.3.3, race, ethnicity, language preference, age, gender, service area, county, and zip code. Failure to submit required deliverables, submissions and reports outlined in this section will be grounds for the imposition of sanctions as described in Article VI.

Name of report/submission	Frequency	HFS Prior Approval	Report Description and Requirements
Quality /Medical			
Program Plan	At least two weeks prior to the Department’s Readiness Review and thereafter annually no later than ninety (90) days after close of the reporting period identified by the Department.	Yes	Contractor shall submit a Program Plan as required in Section 2.2.5.
Continuous Quality Improvement Plan (CQIP)/Program Evaluation	At least two weeks prior to the Department’s Readiness Review and thereafter	Yes	Contractor shall submit a CQIP as required in Section 4.4.

	annually no later than ninety (90) days after close of the reporting period identified by the Department		
Section 4.8 Reports excluding PMPM Enrollment File	Contractor to provide monthly		Contractor shall submit the reports required in Section 4.8
Section 4.8.4.4 PMPM Enrollment File	Contractor to provide monthly		Contractor shall submit the reports required in Section 4.8.4.4 PMPM Enrollment File
Community Outreach and Engagement Plan	At least two (2) weeks prior to the Department's Readiness Review and thereafter annually no later than ninety (90) days after close of the reporting period identified by the Department.	Yes	Contractor shall submit a Community Outreach and Engagement Plan as required in Section 4.6.
Community Outreach and Engagement Summary Report	Quarterly.	Yes	Reporting will follow the guidelines stated by the Department.
Cultural Competence Plan	At least two (2) weeks prior to the Department's Readiness Review	Yes	Contractor shall submit its Cultural Competence Plan as required in Section 2.4 of the Contract.
Ad Hoc	As deemed necessary by HFS	No	As required per subsection 4.8.4.5
Executive Summary	Quarterly	No	Contractor shall submit an Executive Summary that summarizes the data within the reports submitted to the

			Department for that quarter (including monthly and quarterly reports). The Executive Summary shall contain, at a minimum, an analysis of the reports submitted during the quarter, an explanation of the data submitted, and highlights from the reports.
Staffing and Training Plan			
Contractor shall provide a copy of the Contractor's proposed Organizational Chart, Staffing and Training Requirements, Staffing and Training Plans, and Designated Liaisons	At least two weeks prior to the Department's Readiness Review and annually thereafter.	Yes	Contractor shall submit the Staffing and Training Plan as required by Section 2.2 of the Contract.
Grievance			
Grievance Report	Quarterly	Yes	Contractors shall submit a Grievance Report as required by Section 4.9 of the Contract.
Subcontracts			
Executed Subcontracts	Within ten (10) Business Days after the Department's request	N/A	Contractor shall submit copies of each executed subcontract relating to an arrangement for the provision of

			Contract Services, but not those subcontracts for the direct provision of Covered Services. For example, a subcontract with an organization to provide community health worker services shall be submitted to the Department, but an agreement with a community health worker providing direct care to an Enrollee need not be submitted unless otherwise required or requested by the Department.
Business Enterprise Program Act for Minorities, Females and Persons with Disabilities			
BEP Report	Quarterly and annually.	N/A	Contractor shall submit the information required in Section 2.6 of the Contract
Minority-Owned Business Documentation and Certification	At least two weeks prior to the Department's Readiness Review and thereafter annually.	Yes	Contractor shall submit the information required in Section 2.6 of the Contract
Business Continuity Plans			
Disaster Recovery Plan	At least two weeks prior to the Department's Readiness Review and thereafter annually	Yes	Contractor shall submit the information required in Section 4.8.3 of the Contract

ATTACHMENT V: DATA SECURITY AND CONNECTIVITY SPECIFICATIONS

The following requirements are specific to systems hosted in a Vendor cloud environment or for a Vendor-managed system hosted in the State of Illinois data center.

Vendor will notify the State of Illinois' Chief Information Security Officer within 24 hours of knowledge of any information breach or other potential security incident which impacts or may impact State of Illinois data. Email notification to: DoIT.Security@illinois.gov and Subject Line should state "Security Breach Notification."

Vendor shall have a documented security incident policy and plan. Vendor must supply a copy at the request of the State of Illinois.

Any use of artificial intelligence shall comply with all then-current State rules, policies, and/or guidelines for acceptable use of artificial intelligence.

Vendor must comply with all United States Federal and State of Illinois laws, rules, and regulations.

Vendor must comply with all of the State of Illinois Enterprise Security Policies (<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>).

Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587. If available, Vendor must provide the State of Illinois their most recent Voluntary Product Accessibility Template (VPAT).

Vendor program and project management personnel must ensure coordination of activities with the State of Illinois governance program. Vendor must comply with all policies, standards, and procedures defined by the State of Illinois Department of Innovation and Technology's Enterprise Portfolio Management Office.

<https://doit.illinois.gov/initiatives/cybersecurity/policies.html>

Vendor's system must interface with the State of Illinois' identity and access management solutions if authentication is required for access to the system.

Vendor's system must log activity within the system and have capacity to forward log information to the State of Illinois' security incident and event management system (SIEM). Vendor must meet the State of Illinois' Minimum Logging Requirements for the term of the Contract.

(See Security Appendix S1)

Within 90 days after contract execution and annually thereafter, Vendor shall provide SOC 2 Type 1 audits along with any Bridge/Gap letters that has been completed within the last year. If needed, the agency will sign a non-disclosure agreement prior to submission of the SOC reports. If the SOC 2 Type 1 shows a risk to the primary system, the Vendor must remediate the risk prior to implementation.

Vendor shall certify it has undertaken an independent third-party audit conducted in accordance with the Statement on Standards for Attestation Engagements and must provide the State with System Operations Controls report (SOC 2, Type II) within one year of contract execution, with annual audits conducted each succeeding year during the term with applicable Bridge/Gap letter . The SOC 2 Type II report shall cover all five (5) trust principles: i.e., Security, Privacy, Confidentiality, Availability and Processing Integrity.

Vendor must participate in an annual risk assessment and data classification and system categorization process. The formal risk assessment will be administered by the State of Illinois.

(See Security Appendix S2)

Vendor must provide a Plan of Action and Milestones (POA&M) to the State of Illinois that addresses any control deficiencies identified during the State of Illinois' risk assessment, review of Vendor's SOC report(s), third-party assessment, and internal security controls assessment. The POA&M should describe the deficiencies in the security controls, address the residual risk, and detail plans for remediation. Vendor must provide the State of Illinois monthly updates regarding progress toward remediation of identified deficiencies.

(See Security Appendix S3)

Vendor must complete and provide the State of Illinois an Authority to Operate (ATO) or Authority to Connect (ATC) packet at the State of Illinois' request. This packet must be renewed annually.

(See Security Appendix S4)

Vendor must ensure all hosted data pertinent to this contract shall remain located within the contiguous United States.

Vendor must ensure encryption of State of Illinois data at rest and in motion. This encryption must comply with encryption security controls as defined in the most current version of the Federal Information Processing Standard (FIPS) 140 using Advanced Encryption Standard (AES) encryption with a minimum key length of 256 bits. Vendor must provide proof of encryption. Vendor must provide the State of Illinois with the capabilities to manage encryption keys for data at rest.

Vendor must store data in a non-proprietary, readily accessible format, or Vendor must provide a solution, at no additional cost to the State of Illinois, to extract any State of Illinois data stored in Vendor's solution.

Vendor must only use State of Illinois data for the purposes stated in this contract.

Vendor must maintain a robust and reliable data backup system. Vendor must supply a description of backup methodology, and this methodology must meet defined Maximum Tolerable Downtime (MTD) and Return to Operations (RPO) requirements.

Vendor must provide a written disaster recovery methodology and provide proof of annual disaster recovery testing, including issues discovered and remediation plans for the issues discovered.

Vendor may not use any State of Illinois data in any non-production system or in any other system outside the application/service procured under this contract.

Vendor must provide a copy of all State of Illinois data (in a non-proprietary format) to the State of Illinois without delay upon request by the State of Illinois.

Vendor must provide a copy of all State of Illinois data (in a non-proprietary format) to the State of Illinois prior to termination of contract.

Vendor must sanitize all media that contains or contained State of Illinois data. Vendor must use the most current revision of NIST Special Publication 800-88, Guidelines for Media Sanitization. Vendor must provide the State of Illinois with a written certification of media sanitization including the method, date and time.

Vendor must use a form of “crypto shredding” acceptable to the State of Illinois for rendering all State of Illinois data hosted by the Vendor inaccessible after a copy of all data has been provided to the State of Illinois.

Vendor and/or its agents must not resell nor otherwise redistribute information gained from its access to the State of Illinois data.

Vendor must not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State of Illinois.

Separate from the assessments required of the Vendor, the Vendor must also allow the State of Illinois to perform vulnerability assessments.

(See Security Appendix S5)

Vendor must immediately remediate critical, high, and medium vulnerabilities within the application that are detected during the security assessments and are determined by the State of Illinois to pose an unacceptable risk.

Vendor must secure independent third-party penetration testing at regular intervals, in accordance with Cloud Security Alliance (CSA) and Open Web Application Security Project (OWASP) recommendations. Vendor must supply the results of the testing to the State of Illinois upon request.

Vendor must supply a list of all non-proprietary/open-source software used in their solution. Vendor must also include the version and Open-Source Initiative (OSI) approved license type

used for any open-source software. If Open Source uses non-OSI approved licensing Vendor must include licensing terms and conditions.

Security Appendix S1 – Minimum Logging Requirements

Input validation failures (e.g., protocol violations, unacceptable encodings, invalid parameter names and values)

Output validation failures (e.g., database record set mismatch, invalid data encoding)

Authentication successes and failures

Authorization (access control) failures

Session management failures (e.g., cookie session identification value modification)

Application errors and system events (e.g., syntax and runtime errors, connectivity problems, performance issues, third-party service error messages, file system errors, file upload virus detection, configuration changes)

Application and related systems start-ups and shutdowns, and logging initialization (starting, stopping, or pausing)

Use of higher-risk functionality (e.g., network connections, addition or deletion of users, changes to privileges, assigning users to tokens, adding or deleting tokens, use of systems administrative privileges, access by application administrators, all actions by users with administrative privileges, access to payment cardholder data, use of data encrypting keys, key changes, creation and deletion of system-level objects, data import and export including screen-based reports, submission of user-generated content - especially file uploads)

Legal and other opt-ins or opt-outs (e.g., permissions for mobile phone capabilities, terms of use, terms & conditions, personal data usage consent, permission to receive marketing communications)

Security Appendix S2: Security Controls for Vendors

Authoritative Document NIST 800-53 v5 – Security and Privacy Controls

Access and Control (AC)

Vendors must limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems) and to the types of transactions and functions that authorized users are permitted to exercise.

NIST's Control Baselines for Information Systems and Organizations is available at:

<https://csrc.nist.gov/publications/detail/sp/800-53a/rev-5/final>

Awareness and Training (AT)

Vendors must (i) ensure that managers and users of vendor's information systems are made aware of the security risks associated with their activities and of the applicable laws, executive orders, directives, policies, standards, instructions, regulations, or procedures related to the security of vendor's information systems; and (ii) ensure that vendor personnel are adequately trained to carry out their assigned information security-related duties and responsibilities.

Audit and Accountability (AU)

Vendors must: (i) create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity; and (ii) ensure that the actions of individual information system users can be uniquely traced to those users, so they can be held accountable for their actions.

Certification, Accreditation, and Security Assessments (CA)

Vendors must: (i) periodically assess the security controls in vendor's information systems to determine if the controls are effective in their application; (ii) develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in vendor's information systems; (iii) authorize the operation of vendor's information systems and any associated information system connections; and (iv) monitor information system security controls on an ongoing basis to ensure the continued effectiveness of the controls.

Configuration Management (CM)

Vendors must: (i) establish and maintain baseline configurations and inventories of vendor's information systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles; and (ii) establish and enforce security configuration settings for information technology products employed in vendor's information systems.

Contingency Planning (CP)

Vendors must establish, maintain, and effectively implement plans for emergency response, backup operations, and post-disaster recovery for vendor's information systems to ensure the availability of critical information resources and continuity of operations in emergency situations.

Identification and Authentication (IA)

Vendors must identify information system users, processes acting on behalf of users, or devices and authenticate (or verify) the identities of those users, processes, or devices as a prerequisite to allowing access to vendor's information systems.

Incident Response (IR)

Vendors must: (i) establish an operational incident handling capability for vendor's information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; and (ii) track, document, and report incidents to appropriate vendor officials and/or authorities.

Maintenance (MA)

Vendors must: (i) perform periodic and timely maintenance on vendor's information systems; and (ii) provide effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance.

Media Protection (MP)

Vendors must: (i) protect information system media, both paper and digital; (ii) limit access to information-on-information system media to authorized users; and (iii) sanitize or destroy information system media before disposal or release for reuse.

Physical and Environmental Protection (PE)

Vendors must: (i) limit physical access to information systems, equipment, and the respective operating environments to authorized individuals; (ii) protect the physical plant and support infrastructure for information systems; (iii) provide supporting utilities for information systems; (iv) protect information systems against environmental hazards; and (v) provide appropriate environmental controls in facilities containing information systems.

Planning (PL)

Vendors must develop, document, periodically update, and implement security plans for vendor's information systems that describe the security controls in place or planned for the information systems and the rules of behavior for individuals accessing the information systems.

Personnel Security (PS)

Vendors must: (i) ensure that individuals occupying positions of responsibility within their organizations (including third-party service providers) are trustworthy and meet established security criteria for those positions; (ii) ensure that vendor's information and information systems are protected during and after personnel actions, such as terminations and transfers; and (iii) employ formal sanctions for personnel failing to comply with organizational security policies and procedures.

Risk Assessment (RA)

Vendors must periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals resulting from the operation of organizational information systems and the associated processing, storage, or transmission of organizational information.

System and Services Acquisition (SA)

Vendors must: (i) allocate sufficient resources to adequately protect organizational information systems; (ii) employ system development life cycle processes that incorporate information security considerations; (iii) employ software usage and installation restrictions; and (iv) ensure that third-party providers employ adequate security measures to protect information, applications, and or services outsourced from the vendors.

Vendors must: (i) monitor, control, and protect vendor communications (i.e., information transmitted or received by vendor's information systems) at the external boundaries and key internal boundaries for the information systems; and (ii) employ architectural designs, software development techniques, and systems engineering principles that promote effective information security within vendor's information systems.

Vendors must: (i) identify, report, and correct information and information systems flaws in a timely manner; (ii) provide protection from malicious code at appropriate locations within vendor's information systems, and (iii) monitor information system security alerts and advisories and take appropriate actions in response.

Security Appendix S3 - Plan of Actions and Milestones Template

[illegible]

Security Appendix S4 – Authority to Operate / Authority to Connect Packet

STATE OF ILLINOIS NIST and FISMA Compliance Document

Project Name:

Date:

Duration of Project:

Vendor Name:

Vendor Contact Information:

The departments and agencies within all branches of the Federal Government are required by Federal Information Security Modernization Act (FISMA) of 2014 to comply with OMB E-GOV guidance to provide information security for the information and information systems that support the operations and assets under their control. The Federal Office of Management and Budget (OMB) has published guidance for the executive branch in OMB Circulars A-123, Appendix D and A-130.

STATE OF ILLINOIS recognizes that FISMA compliance, effective information security management, and continuous monitoring of information systems are paramount to the success of information technology (IT) systems. In order to establish an information security program in accordance with FISMA, Vendor must follow the National Institute for Standards and Technology (NIST) Guidelines of the NIST Risk Management Framework (RMF), as amended.

Requirements

Vendor shall provide the following System Security and Privacy Plan (SSPP):

The Vendor must develop a SSPP using the guidance from NIST Risk Management Framework (RMF) (NIST SP 800-18) to establish an information security program in accordance with the Federal Information Security Management Act (FISMA) and demonstrate compliance.

This SSPP must be approved by an authorizing official within the STATE OF ILLINOIS. The SSPP must include, but shall not be limited to, the following:

Description of how the system is to be compliant with all the United States Federal and State of Illinois laws regarding the security and privacy of medical data and records and of all protected health information (PHI), including:

The Code of Federal Regulations (at 45 CFR 95.621), which provides that State of Illinois agencies are responsible for the security of all automated data processing systems involved in

the administration of Department of Health and Human Services' programs, and which includes the establishment of a security plan that outlines how software and data security will be maintained. This section further requires that State of Illinois agencies conduct a review and evaluation of physical and data security operating procedures and personnel practices on a biennial basis.

The security and privacy standards contained in Pub. L. 104–191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and adopted in 45 CFR Part 164, Subparts C and E, as follows: The security standards require that measures be taken to secure protected health information that is transmitted or stored in electronic format. The privacy standards apply to protected health information that may be in electronic, oral, and paper form.

The requirements in section 1902(a)(7) of the Social Security Act (the Act), as further interpreted in Federal regulations at 42 CFR 431.300 to 307.

Description of measures to secure data and software;

Description of how data is encrypted in transit and in storage;

Description of physical and equipment security measures;

Description of personnel security;

Description of software used for security;

Description of the user roles and the access capabilities of each role;

Description of how users are assigned certain roles;

Identification of the staff responsible for controlling the system security;

Description of contingency security procedures during a disaster recovery event;

Description of how Vendor works with Office of the Statewide Chief Information Security Officer to conduct annual security review;

Description of how Vendor will ensure password security

Audit trails for all data access;

Acknowledgement that Vendor will be responsible for all costs associated with Identify theft, resulting from security breach.

Security Risk Assessment. STATE OF ILLINOIS or an independent entity will perform a security control assessment. STATE OF ILLINOIS will provide Vendor a copy of the approved security control assessment. Once Vendor receives the approved assessment, Vendor must then

develop a Security Risk Assessment based on the applicable security controls. Guidance on conducting and documenting the Security Risk Assessment can be obtained in NIST SP 800-30.

Plan of Action and Milestones (POA&M). After STATE OF ILLINOIS reviews and approves the Security Risk Assessment, Vendor should begin to develop a POA&M. The POA&M should be a living document that is based on the findings and recommendations of the security assessment report. The POA&M should describe the deficiencies in the security controls, address the residual risk, and detail plans for remediation and identify timeline for such remediation.

Authorization Approval Package.

After STATE OF ILLINOIS reviews and approves the POA&M, Vendor must prepare a transmittal letter to request approval of the entire authorization package. The authorization package must include at a minimum the following documents:

Transmittal Letter

Updated System Security Plan

Security Assessment Plan (include the STATE OF ILLINOIS/independent security assessment)

Security Assessment Report (include the STATE OF ILLINOIS/independent security assessment)

Security Risk Assessment

Plan of Action and Milestones

Supporting Documentation including but not limited to design documentation, "As Built" documentation, operational documentation, validation documentation, prior authorization documentation, and other artifacts associated with the implementation and monitoring of the security controls.

The authorizing official will determine the risk to the organizational operation and determine if the system is authorized to proceed. The authorizing official will deliver to Vendor a letter of authorization specifying any limitations or restriction placed on the operation of the system. Additionally, this letter should establish an end date for the security authorization.

If the authorizing official denies the authorization, STATE OF ILLINOIS will continue to work with Vendor until an acceptable level of residual risk for the system is achieved. This work should include the continued remediation listed in the POA&M.

Life-Cycle Management. Vendor shall perform security system reviews and reauthorization of the system at the direction of STATE OF ILLINOIS. Vendor shall be responsible for meeting the following requirements:

Performing continuous monitoring of the security system. Vendor's continuous monitoring must include periodically selecting a subset of the baseline controls for assessment. Based on assessment of these controls, subsequent remediation actions must be identified and implemented. The ongoing remediation process should include updating key documents such as the SSPP, SAR, and POA&M.

Prior to any system or environmental modifications, Vendor must perform a security impact analysis. This must be included as a part of any change management or configuration management process. If the results of the modification indicate changes to the security posture of the system, corrective actions should be initiated, and appropriate documents revised and updated. The updating of the documentation and continuous monitoring should provide near real-time risk management.

A monthly Security Status Report must be produced by Vendor for STATE OF ILLINOIS. The Security Status Report should provide essential information regarding the security posture of the system as well as the effectiveness of the controls deployed. Ongoing monitoring activities should be detailed as well as ongoing remediation efforts to address known vulnerabilities. Additional guidance for the monitoring of system security can be obtained in NIST SP 800-137.

Security Appendix S5 – Vulnerability Assessment

Vendor must obtain approval on behalf of the State of Illinois to perform vulnerability assessments on the cloud-hosting vendor's website(s).

Vendor must work in conjunction with the State in executing the State of Illinois Vulnerability Scanning Agreement prior to the vulnerability assessment. The State would be considered the client within the Scanning Agreement. The Vendor is providing the system on behalf of the State. *(See DoIT Scanning Agreement)*

State of Illinois may, with reasonable notice to Vendor, conduct a security assessment of Vendor's solution, which may include the following:

Prior to initial "official" production role out of the application,

Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application

Manual verification of scan results with the same credentials

Manual testing of the application for vulnerabilities

State of Illinois will not conduct any Denial of Service (DOS) attacks

State of Illinois will not scan or test any infrastructure devices (servers, switches, routers, intrusion protection system, firewalls, etc.)

On a quarterly basis for the for the first year after initial production deployment,

Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application

Manual verification of scan results with the same credentials

Manual testing of the application for vulnerabilities

State of Illinois will not conduct any DOS attacks

State of Illinois will not scan or test any infrastructure devices (servers, switches, routers, intrusion protection system, firewalls, etc.)

Prior to any enhancements or upgrades being deployed to production after the initial “official” production role out of the application,

Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application

Manual verification of scan results with the same credentials

Manual testing of the application for vulnerabilities

State of Illinois will not conduct any DOS attacks

State of Illinois will not scan or test any infrastructure devices (servers, switches, routers, intrusion protection system, firewalls, etc.)

Monthly vulnerability scan – no whitelisting, non-credentialed scan (same day every month)

DoIT Scanning Agreement

Agreement

This agreement is between Department of Innovation & Technology\ Offensive Security Unit (hereinafter referred to as the "risk assessor") and Penetration Testing Services client (hereinafter referred to as the "client") for the supply of Penetration Testing services by the risk assessor for the client.

Whereas the risk assessor provides certain computer and systems security consulting and testing services including Penetration Testing services; and

Whereas the client wishes to retain the risk assessor to provide computer and systems security services, specifically Penetration Testing services; therefore

The client does hereby retain the risk assessor for the purpose of providing Penetration Testing services on the client's computers and/or systems.

The risk assessor will notify the client's project leader of the approximate times that the penetration tests will take place.

The objective of the Penetration Testing service is to identify and report on security vulnerabilities to allow the client the opportunity to address the identified issues in a planned manner, thus providing them the opportunity to significantly raise the level of their security protection. The client understands that Internet security is a continually growing and changing field and that testing by Department of Innovation & Technology\ Offensive Security Unit does not mean that the client's site is secure from every form of attack. There is no such thing as 100% security testing, and for example it is never possible to test for vulnerabilities in software or systems that are not known at the time of testing or the mathematically complete set of all possible inputs/outputs for each software component in use. Further security breaches can and frequently do come from internal sources whose access is not a function of system configuration and/or external access security issues.

The client has provided the risk assessor with certain required information regarding the scope and range of the tests and the client hereby warrants that all information provided is true and accurate and that the client owns or is authorized to represent the owners of the computers and systems described. The client further warrants and represents that he/she is authorized to enter into binding legal agreements. The services provided by the risk assessor are provided in reliance on the above warrants.

The risk assessor shall be under no liability whatsoever to the client for any indirect loss and/or expense (including loss of profit) suffered by the client arising out of any actual or possible breach, by the risk assessor, of this agreement. In the event of any breach of this agreement by the risk assessor the remedies of the client shall be limited to a maximum of the fees paid by the client, for this engagement.

Both parties shall maintain this agreement as confidential. Unless required by law, no information about this agreement (including the agreement terms and fees) shall be released by either party. Information about the client's business, computer systems or security situation that the risk assessor obtains during the course of the work will not be released to any third party without prior written approval unless required by law.

The risk assessor and the client have imparted and may from time to time impart to each other certain confidential information relating to each other's business including specific documentation. Each party agrees that it shall use such confidential information solely for the purposes of the service and that it shall not disclose directly or indirectly to any third party such information. Where disclosure to a third party is required, prior notice of such disclosure will be made. The third party to which such disclosure will be made, will be required to agree to a duly binding agreement to maintain in confidence the information to be disclosed to the same extent at least as the parties are bound. To the extent that disclosure is requested by the Auditor General or otherwise authorized auditor, no additional agreement will be required.

Upon completion of the Penetration Testing service, the reports (deliverables) will be encrypted and delivered to the client while all other data related to the service will be securely stored, destroyed, or returned to the client (at client's option).

This agreement is subject to the laws of the State of Illinois, USA. All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the State of Illinois, USA.

Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

Signature _____ Date _____

Authorized Client

_____ Date _____

Authorized Risk Assessor

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT VI: CONTRACT MONITORS

For the Department:

Keshonna Lones, MHA
Bureau of Managed Care
Division of Medical Programs
Illinois Department of Healthcare and Family Services
401 S. Clinton, 4th Floor
Chicago, IL 60607

Telephone: 312-793-5274

E-mail: Keshonna.Lones@illinois.gov

For Contractor:

Contact Person: Miriam Schneider
Contact Title: President, General Counsel
Address: 223 W. Erie, St. 4E, Chicago, IL 60654
Telephone: 708-575-7169
E-mail: miriam@myowndocor.com
Fax: 312-724-5823

STATE OF ILLINOIS

STANDARD TERMS AND CONDITIONS

ATTACHMENT VIII: STANDARD TERMS AND CONDITIONS

1. PAYMENT TERMS AND CONDITIONS:

- 1.1. Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2. Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3. Expenses: 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.
- 1.4. Prevailing Wage: 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, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. 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. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>).
- 1.5. Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6. Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices 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.
 - 1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, 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. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. 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 Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
4. **AUDIT/RETENTION OF RECORDS:** 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 pursuant 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 (3) 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 (3) 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 their respective records for five (5) 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 this contract or any subcontract 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 or subcontractor's books and records. 30 ILCS 500/20-65.
5. **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.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
7. **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 thirty (30) days of the declaration.

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- 8. 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.
- 9. 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.
- 10. 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 real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 11. INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (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

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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.

- 12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 13. 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.
- 14. 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.
- 15. 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 subcontractor's 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 check.
- 16. Applicable Law.**
 - 16.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
 - 16.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
 - 16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** 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 dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
 - 16.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 18. 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, or State Purchasing Officer 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.

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- 19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its contact information.
- 21. 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.
- 22. 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 whether Vendor can be considered responsible on specific future contract opportunities.
- 23. 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 (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 24. 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.
- 25. Warranties for Supplies and Services.**
- 25.1. 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.

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- 25.2. 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.
- 25.3. 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.
- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524- 4772) for information about tax credits.
- 28. 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.
- 28.1. 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.
- 28.2. 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.
- 29. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (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.
- 29.1. 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.
- 30. AVAILABILITY OF APPROPRIATION:** 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 (30 ILCS 500/20-60), (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.