

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Department on Aging
Care Coordination Unit for PSA 12,
former subarea 8 in the geographic area of zip code 60619

The Illinois Department on Aging (“Agency,” “Department”, “IDoA” or “State”) is undertaking a solicitation by issuance of a Request for Proposals (“RFP”) from responsible Care Coordination Unit (“CCU”) offerors (“Offerors”) to provide care coordination services, assessments for Community Care Program services, care monitoring, and Choices for Care screenings for persons discharged from hospitals (collectively “CCU Services”) for a specific geographic area identified in Planning and Service Area (PSA) 12, for former subarea 8 in the geographic area of zip code 60619. The resulting Agreement from this solicitation shall qualify a provider as a designated CCU in accordance with Title 89 Illinois Administrative Code, Part 220.

The resulting Agreement shall be paid on a fixed rate basis. All billings shall be submitted to the State through an electronic billing system, unless otherwise instructed by State administration. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes a proposal.

Brief Description:

The State is seeking proposals for the pending replacement of CCU Services for a specific geographic area identified in PSA 12, for former subarea 8 in the geographic area of zip code 60619. CCU Services include, care coordination services, assessments for Community Care Program services, care monitoring, and Choices for Care screenings for persons discharged from hospitals.

The resulting contract from this solicitation shall be for a one-year period with the option to extend the contract for a maximum of five additional periods, for a total of six (6) years. The expected term of the contract is scheduled to begin on August 1, 2017 and shall terminate on July 31, 2018, plus any renewals.

Offers/Proposals that do not adhere to the form and contents requirements of the RFP may not be considered.

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

The State of Illinois encourages prospective CCUs to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS/PROPOSALS

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INSTRUCTIONS FOR SUBMITTING OFFERS/PROPOSALS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS/PROPOSALS

A.1. HOW TO ENTER INFORMATION: Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field. Proposals submitted will be called hereinafter, Offers.

A.2. SOLICITATION CONTACT: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Kathleen Michals	Phone: 217-785-4476
Agency: Illinois Department on Aging (“Department” or “State”)	Fax: N/A
Street Address: One Natural Resources Way, Suite 100	TDD: 711
City, State Zip: Springfield, IL 62702-1271	
Email: kathleen.michals@illinois.gov	

Suspected errors should be immediately reported to the Solicitation Contact identified above.

A.3. OFFEROR QUESTIONS AND AGENCY RESPONSE: All questions, pertaining to this solicitation must be submitted in writing to the State’s Solicitation Contact no later than June 7, 2017. Questions received and Agency responses shall be shared publicly on the State’s website.

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A.4. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers to address provided below at the Offer Due Date & Time specified below.

A.4.1. Offer Due Date & Time

A.4.2. Date: June 15, 2017

A.4.3. Time: 1:00 p.m.

A.4.4. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency: Illinois Department on Aging	“Sealed Offer – Do Not Open”
Attn: Desirey Ackermann	Project Title & Reference #: Care Coordination Unit for PSA 12, for the geographic area of zip code 60619
Address: One Natural Resources Way, Suite 100	Due Date & Time: June 15, 2017; 1:00 p.m. Local Time
City, State Zip: Springfield, IL 62702-1271	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

A.5. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
OFFER—including Responsiveness Elements table, Narrative, and Supporting Documents.	1	5	1
REDACTED COPY (SUBMIT ONLY IF CLAIMING CONFIDENTIAL INFORMATION)	1	0	1

A.6. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed

justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- A.7. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, and reject any or all Offers, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Department rules, Community Care Program/Care Coordination Unit programmatic policies and procedures, and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract.
- A.8. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the responsive and responsible Offeror whose Offer best meets the specified criteria unless determined by the State as not in the best interest of the participants to be served.
- A.9. OBJECTION TO DECISION BY THE STATE:** An unsuccessful Offeror may submit a written objection, in accordance with 89 Ill. Adm. Code 220.650, following the public notice of the decision of award. Objections must be submitted in writing within ten (10) days of the public notice of the decision of award. Objections shall be mailed to:

Illinois Department on Aging
Attn: Office of General Counsel
One Natural Resources Way, Suite 100
Springfield, IL 62702-1271

Phone: (217) 785-3346
Facsimile: (217) 785-4477
Illinois Relay: 711

- A.10. EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers from best to least qualified using a point ranking system as an aid in conducting the evaluation. The State evaluates information based upon the elements for Responsibility and Responsiveness. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation. The State may waive minor, non-material variations or request clarification from the Offeror.
- A.10.1. Responsiveness:** A responsive Offer is one that conforms in all material respects to the RFP, and includes all required forms. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the service to meet the State's needs may be accepted or corrections allowed. If no Offeror's Offer meets a particular requirement, the State may waive the requirement.
- A.10.1.1.** The State will determine whether the Offeror complied with the instructions for submitting Offers. Except for late submissions, and other requirements that must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.
- A.10.1.2.** The assurances made by the Offeror are each a material representation of fact upon which reliance is placed should the State enter into the contract with the Offeror. Offeror acknowledges, understands and accepts these terms and conditions with the submittal of the Offer.

- A.10.2. Responsibility: A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether an Offeror is responsible; an Offeror with whom the State can or should do business. Factors the State may evaluate to determine responsibility include, but are not limited to: certifications, conflict of interest, taxpayer identification number, past performance in business or industry, references, compliance with applicable laws, financial responsibility, insurability, effective equal employment opportunity compliance and Civil Rights laws.
- A.10.1.3. An entity involved in or assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing a request for proposal, shall be prohibited from submitting a proposal.
- A.10.1.4. Offerors, if also a service provider under the Community Care Program (Adult Day, In-Home, or Emergency Response Services), also known as a CCP provider, shall not be permitted to have both a CCU Agreement and a Service Provider Agreement in the same geographic location.
- A.10.1.5. Awarded Offerors, who become designated CCUs, must at all times have financial resources sufficient, to ensure performance of the Agreement and must provide proof upon request. The State may terminate the Agreement, consistent with the termination for cause provision of the contract, if the CCU lacks the financial resources to perform under the Agreement. See rule 89 Ill. Adm. Code 240.1310(g).
- A.10.1.6. The State may require that an Offeror correct any non-material deficiencies as a condition of further evaluation.

-END OF INSTRUCTIONS-

B. SELECTION OF CARE COORDINATION UNIT

- B.1.** The Illinois Department on Aging is seeking proposals for the pending replacement of CCU Services for a specific geographic area identified in PSA 12, for former subarea 8 in the geographic area of zip code 60619. CCU Services include, but are not limited to, care coordination services, assessments for Community Care Program services, care monitoring, and Choices for Care screenings for persons discharged from hospitals.
- B.2.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.3.** The State determines how well Offers meet the Responsive Elements and Responsibility requirements. The State ranks responsive Offers from best to least qualified when conducting the evaluation as based on the proposal responses.

 - B.3.1.** The State shall review and rank Offers based upon criteria set forth in Title 89, Illinois Administrative Code Parts 220 and 240, and other State policies and requirements. Ranking will be based on whether the proposal responses are complete in covering all aspects of a section and if the plan (proposal) will meet or exceed the needs of the area to be served.
 - B.3.2.** All subsections D.1 through D.5 shall have subject matter related to each of the Responsiveness Elements listed below.
- B.4. RESPONSIVENESS ELEMENTS:** The Responsiveness Elements table below is provided as a tool and checklist to assist Offeror in preparing its proposed solution to meet the State’s requirements per Section D.8. The table shows the elements of responsiveness and responsibility that the State evaluates and the relative weights in point format. Please complete the Responsiveness Elements table below and submit with five (5) page narrative as part of your Offer, along with any applicable supporting documents. Supporting documents do not count towards the five (5) page narrative. Examples of supporting documents requested:

 - B.4.1.** Please detail in your Offer how the above requirements will be met or exceeded, including a description of the Offeror’s key staff’s knowledge, experience and qualifications to perform the work of this contract, e.g., qualifications and experience in conducting work outlined in the specifications/qualifications/statement of work as demonstrated by a resume (see Sec. D.1-D.5).
 - B.4.2.** Provide an organizational chart showing all professional and support staff to be used on a contract resulting from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Offeror, submit a position description for prospective staff (see Sec. D.1).
- B.6 RESPONSIBILITY ELEMENTS:**

 - B.6.1.** CCU Standards: Offerors to be designated as a CCU for a specific geographic area identified by this RFP shall be a free-standing, single purpose agency, or shall be part of a multi-purpose agency. A multi-purpose agency shall have a separate, clearly definable organizational

unit functioning as the CCU.

B.6.1.1 A Community Care Program provider agency (CCP) may not serve as a CCU in the same contract service area. In order for an Offeror who is also a CCP provider agency to serve as a CCU, the Offeror may choose to terminate a pre-existing CCP Service Provider agreement in PSA 12, for former subarea 8 in the geographic area of zip code 60619. The Offeror must be willing to serve as the CCU for the identified subarea in its entirety.

B.6.1.2 If a CCU also provides other services, including CCP services, in a different geographic area, it must:

- 1) maintain separate files for its work with the State and the other services;
- 2) assure via policy and practice that CCU files cannot be accessed by non-CCU staff;
- 3) store files in a secure location; and
- 4) obtain a signed Release of Information from the participant/authorized representative prior to any referral being made for other services.

B.6.2. Sufficient Resources: A financial audit must be submitted with the Offer as detailed in D.7.8.

B.6.3. Legal Entity: Offeror must be a legal entity authorized to do business in Illinois prior to submission of the offer. This requirement may be met through the GATA registration process described in D.5 (see also, 30 ILCS 500/1-15.80 and Sec. 20-43).

<u>RESPONSIVE ELEMENTS</u>			
Vendors who do not meet mandatory requirements for this RFP, as indicated in the table below, will be determined to be non-responsive and subsequently disqualified.	RFP SECTION(S) LOCATION	MAX POINTS	PROPOSAL SECTION & PAGE NUMBER
<u>PROGRAM MANAGEMENT</u>			
Offeror must provide the name and resume of the individual responsible for daily operations (key staff) and plan for obtaining the required CCU training hours.	D.1.1		
Offer must provide detail as to how training hours related to CCU responsibilities will be documented in each calendar year.	D.1.2		
Offeror must provide detail as to how required meetings will be scheduled and documented.	D.1.3-D.1.4		

Offeror must commit to the full time equivalent (FTE) ratios required under D.1.	D.1.5-D.1.6		
Please detail in your proposal how the above requirements will be met, including a description of the Offeror's key staff's knowledge, experience, and, qualifications to perform the work of this contract, e.g., provide an organizational chart showing all professional and support staff to be used on the contract resulting from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Offeror, submit a position description for prospective staff (See Sections D.1-D.5).	D.1.7		
<u>SUBTOTAL Program Management</u>		<u>100</u>	
<u>SERVICE DELIVERY</u>			
Please provide sample format of the Offeror's proposed schedule of hours in your proposal. If submitting an alternative schedule, please provide explanation.	D.2.1		
Offeror must commit to the standard policy for face to face needs assessment for CCP/Title III services per D.2.	D.2.2		
Offeror must describe how it will assist participants with the completion of the Medicaid application process and the Medicaid redetermination process.	D.2.3		
Please provide a description of how Offeror will follow the Choices for Care policy and have a Care Coordinator on-call as described in D.2.	D.2.4		
<u>SUBTOTAL Service Delivery</u>		<u>75</u>	
<u>QUALITY OF CARE – CLIENT ISSUES</u>			
Offeror must detail the method or procedure for responding to complaints from participants within fifteen (15) days.	D.3.1		

Offeror must describe how it will fulfill reporting requirements under D.3.2.	D.3.2		
<u>SUBTOTAL Quality of Care</u>		<u>75</u>	
<u>STAFFING AND TRAINING</u>			
Offeror must provide a description of how it will meet the minimum education and experience requirements of D.4. Supporting documentation may be provided.	D.4.1-D.4.2		
Offeror must demonstrate how it will meet all training requirements.	D.4.3		
Provide an organizational chart showing all professional and support staff to be used on a contract resulting from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Offeror, submit a position description for prospective staff.			
<u>SUBTOTAL Staffing</u>		<u>50</u>	
<u>ADDITIONAL REQUIREMENTS</u>			
Offeror must be in good standing with the Department as described in D.5.	D.5.1		
Offeror must affirm it meets GATA registration and approval requirements or will, prior to award.	D.5.2		
Offeror must demonstrate its procedure to maintain compliance with the Medicaid Waiver.	D.5.3		
Offeror must demonstrate its procedure to maintain compliance with Illinois Department on Aging rules, policies and procedures.	D.5.4		
Offeror must provide one staff member to serve as a liaison and submit a general group email address for all incoming correspondence for the Department.	D.5.5-D.5.6		
Offeror must acknowledge willingness to comply with implementation of the Community Reinvestment Program (CRP) and any associated demonstration projects and demonstrate implementation procedures.	D.5.7		
Offeror must submit a financial audit or otherwise meet the requirements D.5.8.	D.5.8		

Offeror must provide a description of how it plans to meet all office and IT requirements.	D.5.9		
<u>SUBTOTAL Additional Requirements</u>		<u>100</u>	
<u>GRAND TOTAL</u>		<u>400</u>	
*** OFFEROR MUST MEET ALL MANDATORY REQUIREMENTS IN ORDER TO HAVE THE OFFER DEEMED RESPONSIVE.			

- C. Project Title / Reference # Care Coordination Unit for PSA 12, for former subarea 8 in the geographic area of zip code 60619.

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State on Aging that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

- C.1. SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes No

- C.2. OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

- C.3. REQUIRED ATTACHMENTS:**

C.3.1. Resume for point person for the Offeror:

Yes No

C.3.2. Resume for the Program Lead, Office Director, or otherwise responsible individual:

Yes No

C.3.3. Organizational Chart showing all professional and support staff:

Yes No

C.3.4. Position description and employment application for prospective staff:

Yes No

C.3.5. Training supporting documentation (not required):

Yes No

C.3.6. Staffing plan:

Yes No

C.3.7. Completed Responsiveness Elements matrix in Sec. B, confirming requirements met:

Yes No

C.3.8. Documentation of audited financial statement:

Yes No

C.3.9. Narrative, up to five (5) pages attached and not inclusive of supporting documents submitted in response to Sec. D (see also, Sec. C.3.1 to C.3.8):

Yes No

C.3.10 Tax Identification Form:

Yes No

C.4 OFFER/PROPOSAL:

An Offeror who submits an Offer and subsequently enters into an Agreement with the State and is or becomes a designated CCU shall be held accountable for all statements made in the Offer, as well as any amendments made to the resulting Agreement, until such time as the Agreement is terminated or a renewal proposal is submitted and the CCU has been awarded a new Agreement.

Signature of Authorized Representative: _____

Printed Name of Signatory:

Offeror's Name:

Date:

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK: In addition to the requirements set forth in D.1-D.5., for purposes of this RFP and the resulting contract, the Offeror must meet all applicable requirements for Care Coordination Units (CCU) under the Department's administrative rules and policies. For purposes of this section, Title 89 of the Illinois Administrative Code, Sections 220 and 240, contain the rules referenced. Additionally, applicable sections of the Illinois Medicaid Waiver apply.

Links to the Department's administrative rules:

<http://www.ilga.gov/commission/jcar/admincode/089/08900220sections.html> and
<http://www.ilga.gov/commission/jcar/admincode/089/08900240sections.html>.

The Medicaid Waiver is accessible at:

<https://www.illinois.gov/hfs/SiteCollectionDocuments/Aging%20Waiver.pdf>).

- D.** CCU services in Planning and Service Area (PSA) 12, for former subarea 8 in the geographic area of zip code 60619, scope of services include, but are not limited to, the service activities for comprehensive care coordination/case management per rule Section 240.260 and Subpart N, and the following requirements:

D.1. Program Management

- D.1.1. The number of participants maintained by the CCU and caseload for care coordination staff must be maintained at a level that will meet the CCU's physical, professional, and network capacity needed to meet Department and federal standards. Staffing requirements are set forth in Sections 240.1400 through 240.1440 and the Medicaid Waiver. As of May 1, 2017, there are 3,141 participants receiving services in PSA 12, zip code area 60619.
- D.1.2. The individual responsible for daily operations of the CCU (e.g., Office Director, CCU Director, Care Coordinator Lead Supervisor) will attend and document ten (10) hours of training related to CCU responsibilities in each calendar year. The training unit at the Department will work with the CCU to schedule timely trainings.
- D.1.3. The individual responsible for daily operations of the CCU will attend staff meetings at least monthly with CCU care coordinators and/or care coordinator supervisors to oversee care plan development.
- D.1.4. The individual responsible for daily operations of the CCU will conduct meetings at least quarterly with service providers in the solicited area, including CCP providers, to discuss service delivery and resolve problems.
- D.1.5. Indicated below is the caseload ratio of full time equivalent (FTE) care coordinator supervisors to FTE care coordinators which will be maintained by your CCU.
- A. One (1) FTE supervisor: Five (5) FTE care coordinators
- D.1.6. Indicated below is the caseload ratio of full time equivalent (FTE) care coordinators to participants which will be maintained by your CCU.
- A. One (1) FTE care coordinator: 200 participants

D.1.7. Please detail in your proposal how the above requirements will be met, including a description of the Offeror's key staff's knowledge, experience, and, qualifications to perform the work of this contract, e.g., provide an organizational chart showing all professional and support staff to be used on the contract resulting from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Offeror, submit a position description for prospective staff (See Sections D.1-D.5).

D.2. Service Delivery

Community Care Program Rule Section 240.1410 requires that the CCU will be open for business at least seven (7) hours each weekday, Monday through Friday. Those seven hours must fall between the hours of 8:00 am to 5:00 pm unless the CCU proposes an alternative schedule with explanation, as submitted with the Offer.

D.2.1.1. The CCU will provide specific objectives for providing services to individuals with the greatest needs in the identified geographical area.

D.2.1.2. The CCU will indicate its level of experience in the identified Subarea or similar area.

D.2.1.3. The CCU will provide a narrative of how it will meet the specific objectives indicated in D.2.1.

D.2.2. The standard policy for face to face needs assessment for CCP/Title III services are as follows:

D.2.2.1. Five (5) calendar days from referral to respond

D.2.2.2. Thirty (30) calendar days to complete the initial assessment

D.2.2.3. Fifteen (15) calendar days to make any and all referrals

D.2.3. CCUs must assist participants with the completion of the Medicaid application process and the Medicaid redetermination process.

D.2.4. CCUs in a Choices for Care service area must follow the Choices for Care policy including having a Care Coordinator on call during weekend and holiday hours. This includes all hours the CCU is closed outside of normal business hours.

D.3. Quality of Care—Client Issues

D.3.1. The Department requires the CCU to respond to complaints from participants. In addition, Community Care Program Rule Section 240.1420(n) requires that complaints from the participant must be responded to within fifteen (15) calendar days from the date of request.

D.3.2. Rule Section 240.1315 Reporting of Critical Events, Service Improvement Complaints and Change of Status Requests.

D.3.2.1. All CCUs must report the following types of matters regarding individuals to the Department under the Community Care Program:

- 1) Critical Incidents
- 2) Service Improvement Complaints, and
- 3) Request for Change of Status

D.4. Staffing and Training

D.4.1. Rule Section 220.605(a)(2) contains minimum educational and experience requirements for care coordinator supervisors employed by the CCU.

- D.4.1.1. Be an RN, or have a BSN, or have a BA/BS degree in health or social sciences, social work, or health service administration; and
 - D.4.1.2. Have at least two years' experience in health or human services. This experience shall include one year of supervisory experience or program experience, which is defined as assessment, provision, and/or authorization of formal services for the elderly.
- D.4.2. Rule Section 220.605(b)(2) contains minimum educational and experience requirements for all care coordinators employed by the CCU.
- D.4.2.1. Be an RN, or a BSN, or have a BA/BS degree in social science, social work or related field. One year of program experience, which is defined as assessment, provision, and/or authorization of formal services for the elderly, may replace one year of college education up to and including four years of experience replacing a baccalaureate degree; or
 - D.4.2.2. Be a LPN with one year of program experience which is defined as assessment of and provision of formal services for the elderly and/or authorizing service provision. Rule Section 240.1440 contains training requirements for Case Management Supervisors and Case Managers as Care Coordinators. Case Coordination Units (CCUs) in the performance of their contract shall adhere to the following training requirements immediately upon adoption of this Section D.4.
 - D.4.2.3. Case Management Supervisors
 - A. Either prior to or within 60 calendar days from the date of employment with the CCU, each Case Management Supervisor shall successfully complete:
 - 1) Department sponsored CCP training on the Determination of Need (DON) or other assessment tools, eligibility determination, care planning, nursing home prescreening, and OBRA-1 (Level I ID Screen).
 - 2) Successful completion of the above training shall be established by certification.
 - B. Each Care management supervisor shall meet the following in-service training requirements:
 - 1) Recertification of CCP training within the eighteen (18) month anniversary of each previous recertification (e.g., recertification in September, subsequent recertification no later than March of the second following year); and
 - 2) Eighteen (18) hours of documented in-service training on aging related subjects within each calendar year. For Partial years of employment, training shall be prorated to equal 1.5 hours for each full month of employment. Documented participation in in-house staff training and/or local, Department, regional or national conferences on aging related subjects, and the recertification required in subsection (B)(1) above, will qualify as in-service training on an hour-for-hour basis.
 - D.4.2.4. Care Coordinators
 - A. Prior to performing CCP eligibility determinations and developing plans of care, each Care Coordinator and each Supervisor acting as a Care Coordinator shall successfully complete:

- 1) Department sponsored CCP training on the DON, or other assessment tool, eligibility determination, care planning, nursing home prescreening and OBRA-1 (Level 1 ID Screen).
 - 2) Successful completion of the above training shall be established by preliminary certification which shall expire six (6) months from completion of training.
- B. Each Care Coordinator and each Supervisor acting as a Care Coordinator shall meet the following training requirements:
- 1) Certification of CCP training within six (6) months from the preliminary certification (e.g., preliminary training in January, full certification required no later than July); and Recertification of CCP training within the 18 month anniversary of each previous certification (e.g., full certification in April, subsequent recertification no later than October of the following year (second year); and
 - 2) Eighteen (18) hours of documented in-service training on aging related subjects within each calendar year. For partial years of employment, training shall be prorated to equal 1.5 hours for each full month of employment. Documented participation for in-house staff training and/or local, state, regional or national conferences on aging related subjects, in addition to the certification required in subsection(B)(1) above, will qualify as in-service training on an hour-for-hour basis.

D.5. Additional Requirements

- D.5.1. Offerors must currently be in good standing with the Illinois Department on Aging. Good standing means the Offeror has no imposition of contract action, as outlined in Rule Section 240.1665, within two (2) years from the date the selected geographic area is opened.
- D.5.2. Offerors must register and be approved per the registration system under the Grant Accountability and Transparency Act (GATA) prior to award. GATA registration and approval means the Offeror has met pre-award process requirements for authentication, registration, pre-qualification, and fiscal and administrative risk (ICQ) assessments. The Department reserves the right to allow this deficiency to be cured or waived within ninety (90) days of execution of the Agreement should it be determined to be in the best interest of the Department and approved by the Department's Chief Accountability Officer. Registration is required annually.
- D.5.3. Offerors must maintain compliance with relevant portions of the active Medicaid Waiver including but not limited to:
- D.5.3.1. **42 CFR 441.303 (c)(4)** Reevaluations of the level of care required by a participant are conducted no less frequently than annually and in accordance with the frequency set forth in section D.7.4.2. The CCUs conduct the level of care evaluations and reevaluations utilizing the Determination of Need tool. Additionally, the Waiver outlines the procedures for timely reevaluations and the remediation processes for CCUs that are not compliant with the requirement.
- D.5.4. Offerors must maintain compliance with Illinois Department on Aging rules, policies and procedures including but not limited to:
- D.5.4.1. **Rule Section 240.260 Care Management Services** – Case Management service is defined as the provision of a needs assessment and service coordination by CCUs to assist an older person to gain access to and receive needed services.

- A. Service Components - Specific components of care management service includes the following:
- 1) Review of all inquiries to determine if application for Community Care Program services is desired and maintenance of an application request log.
 - 2) Distribution and assistance with completion of Community Care Program applications. Performance of determinations/redeterminations of eligibility, including a needs assessment, plan of care development, and authorization of Community Care Program services by certified providers.
 - 3) Availability to receive client inquires and requests, by telephone or in person, and respond to such inquires and requests.
 - 4) Nursing facility prescreenings, see Section 240.1010 of this Section.
 - 5) Department of Human Services OBRA-1 (Level I ID Screen). Provide referrals to other needed services.
 - 6) Implementation of services and client transfers.
 - 7) Authorization of all actions related to the disposition of Community Care Program services as required by applicable 240 rules.

D.5.4.2. **Section 240.655 Frequency of Redeterminations** Redetermination of eligibility for the Community Care Program shall be conducted by the CCU at least annually; or whenever requested by the client/authorized representative; or whenever the client may have experienced a changed in his/her needs that indicates the need for a redetermination to assure continued eligibility. (Refer also to Section 240.630)

D.5.4.3. **Section 240.1310 Standard Contractual Requirements for Care Coordination Units and Providers** requires CCUs and providers to have sufficient personnel to ensure compliance with all Community Care Program administrative rule requirements and Aging Medicaid Waiver requirements.

A. The Department also requires sufficient personnel to ensure compliance with Medicaid Waiver Requirements.

B. The terms and conditions shall, at a minimum, include requirements of Section 240.1310 as incorporated here by reference.

D.5.4.4. **Section 240.1420 Care Coordination Unit Responsibilities** Care Coordination Units (CCUs) in the performance of their Community Care Program (CCP) contract, shall have the following responsibilities:

A. Full responsibility for the performance of CCP determinations/redeterminations of eligibility, including residents of nursing homes seeking to return to the community, and development of a Client Agreement- Plan of Care for each CCP client. (The Client Agreement- Plan of Care can be revised only by the CCU.) CCUs should maintain liaison with the Illinois Department of Rehabilitation Services (IDORS), the Illinois Department of Public Aid (IDPA), physicians, hospital discharge personnel, and CCUs for the purpose of receiving input which may be beneficial to the CCU in exercising these responsibilities.

D.5.4.5. **Participant Outcome Status Measure (POSM) Survey:** Completion of the survey is required at initial assessment and the redetermination per Medicaid Waiver requirements/performance metric. See Attachment A.

Cultural Competency: CCU services and supports to be tailored to the unique social, cultural, and linguistic needs of the participant. CCUs are required to handle participant language preferences in the service area. Access to translators or bilingual staff are necessary. Assessments completed with the use of translators are reimbursed at a specific rate.

- D.5.5. CCU must appoint a minimum of one (1) staff member to serve as a liaison for Illinois Department on Aging and service providers to resolve all billing issues. Any change in the appointed staff member or staff member's contact information must be provided to the Department as soon as feasible.
- D.5.6. CCU must provide the Department with a general group email address for all incoming correspondence.
- D.5.7. CCU must be in compliance with Department, policies and procedures after the implementation of Community Reinvestment Program (CRP) and any demonstration projects associated with CRP.
- D.5.8. A financial audit must be submitted with the Offer.

Offeror/CCU must certify it is a Fiscally sound agency, as defined in Part 240.160, or be able to demonstrate its ability to obtain financial resources as required during the performance of the Agreement. A CCU must be able to continue in business, meeting all contract requirements, between the time services are initially provided and the time reimbursement is received from the Office of the Illinois Comptroller. The Department generally requires assets sufficient to cover ninety (90) days of operating expenses (89 Ill Admin Code 240.1505(a)(11)) as a reasonable business precaution to ensure continuity in the delivery of services in the case of payment delays. The Offeror shall submit documentation with the proposal demonstrating the entity is financially solvent. This documentation should include audited financial statements, completed by an appropriately licensed Certified Public Accountant (individual or firm), for the business' last completed fiscal year. If the Offeror has its current audit on file with the Department, either by means of direct submission to the Department, or through the Centralized Repository Vault, that shall also be considered acceptable to meet this requirement. The appropriate box below must be marked:

Directly submitted previously to the Department

Uploaded to the Centralized Repository Vault per GATA

Attached to Offer

Additionally, Offeror may attach documentation to further substantiate ninety (90) days of requisite assets (e.g., audited financial statements with accompanying notes, bank statements, investment statements, and letters of credit from financial institutions). These documents may include, but are not limited to, evidence of access to funds through a parent company or organization, or updated verification of asset level since the financial audit was completed. The Department may terminate the contract, consistent with the termination for cause provision of the contract, if the CCU lacks the financial resources to perform the contract.

- D.5.9. The location where services are to be performed must have all of the following:
- D.5.9.1. A designated locked storage space for participant records;

D.5.9.2. Accessibility of records for all participants served in the PSA when required by the Department review staff or designees;

D.5.9.3. A primary business telephone listed under the name of the business locally that allows for reliable, dependable, and accessible communication; Internet, facsimile, and e-mail access; and

D.5.9.4. Sufficient office space, office equipment, including a document scanner, and office support to fulfill the requirements of the contract including, but not limited to, sufficient IT resources to maintain compliance with confidentiality laws under applicable Department and Federal statutes and rules regarding confidential records or other information obtained by the Offeror concerning persons under the resulting Agreement

A. The records and information shall be protected by the Offeror from unauthorized disclosure.

B. Applicable Federal statutes and rules include, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA").

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE DEPARTMENT'S REQUIREMENTS: The assurances made by the Offeror are each a material representation of fact upon which reliance is placed should the State, acting through the Illinois Department on Aging enter in to an Agreement with the Offeror. Response must outline by sections D.1 through D.5 and provide confirmation the Offeror is able to comply with the requirements of the section and document a plan to meet these requirements.

Please either respond in the space below or in the following prescribed format: Answers in the narrative should be brief and response should not exceed five (5) pages of text, Calibri 11 font. These five (5) pages are only as response to sections D.1 through D.5. Resumes, financial audit, lists demonstrating experience, training supporting documents, cover pages, and other supporting documents shall not count toward the five (5) page limitation. All attachments shall be labelled with the corresponding section.

D.7. WHERE SERVICES ARE TO BE PERFORMED

D.7.1. Location where services will be performed: PSA 12, for former subarea 8 in the geographic area of zip code 60619.

D.7.2. Address where CCU shall be located:

SECTION 2.

E. BILLING

E.1. FORMAT OF BILLING:

E.1.1. The CCU is paid at a fixed unit rate set for a service under its Agreement. Payment is based on the number of units of service provided, and accepted for invoicing, per individual for a monthly service period.

E.1.2. CCU shall bill the State electronically through eCCIPS, or any successor system, for all units of services provided to program participants. All billing shall be submitted by the 15th of the month following when services are rendered. All billings shall be in accordance with State policies and guidelines. The State shall provide billing codes and updates to billing procedures as necessary. Payment is subject to the availability of appropriations during the State fiscal year.

E.1.3. CCU agrees to accept the State's payment based on State's fixed unit rate of reimbursement per unit, pursuant to rule 240.1960. Upon written notification from the State of a change in the fixed unit rate of reimbursement per unit, CCU agrees to provide service at that rate pursuant to all Community Care Program rules and requirements. Upon receipt of the written notification should CCU no longer wish to provide service at the newly established fixed rate of reimbursement, CCU may exercise its termination rights within the time frames prescribed in the written notification. State's reimbursement shall constitute complete satisfaction of State's obligation.

E.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is estimated.

SECTION 3.

F. CONTRACT

The Illinois Department on Aging (“State”) and Offeror (“CCU”) will be collectively referred to herein as “Parties” or individually as a “Party” for purposes of the contract (Agreement).

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

CCU will comply with all pre-renewal policies issued by the State including, but not limited to, registration and pre-award requirements under the Grants Accountability and Transparency Act (GATA) system. These requirements must be timely met prior to renewal of the Agreement.

If the State determines that any certification in this section is not applicable to the Agreement, it may be stricken without affecting the remaining subsections:

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This Agreement has an initial term of one year with the option to extend the contract for a maximum of five additional periods. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of this Agreement, including the initial term, any renewal terms and any extensions, exceed six (6) years.

1.1.2. CCU shall not commence billable work in furtherance of this Agreement prior to final execution of this Agreement.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Option to extend the contract for a maximum of five additional one-year periods, for a total of six (6) years unless terminated prior or other action taken.

1.2.1. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this contract unless otherwise provided in the billing section.

1.2.2. The State may renew this contract for any or all of the option periods specified.

1.3. TERMINATION AND SUSPENSION

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

If CCU fails to perform any material requirement of this contract to the State’s satisfaction, is in violation of a material provision of this contract, or the State determines that the CCU lacks the

financial resources to perform the contract, then the State shall provide written notice to the CCU 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 this contract without additional written notice or (b) enforce the terms and conditions of this contract.

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

- 1.3.2. **TERMINATION FOR CONVENIENCE:** The State or CCU may, for convenience and with thirty (30) days' prior written notice to the other Party, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the CCU. The CCU agrees to exercise its termination rights under this paragraph in a timely manner if the CCU will not be willing to continue performance upon written notification of any contract amendment, extension, or renewal; change in the administrative rules, policies or procedures for the program; new pricing method and/or rate of compensation; or other material modification of circumstances affecting obligations and performance under this Agreement. Following any such termination for convenience, the CCU shall be entitled to compensation upon submission of bills and proof of claim for services provided under this Agreement up to and including the day of termination.
- 1.3.3. **CLOSE-OUT OF TERMINATED AGREEMENTS:** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement.
- 1.3.4. **SUSPENSION:** State may suspend this Agreement, in whole or in part, pursuant to a funding failure under 1.4 below or if the CCU fails to comply with terms and conditions of this Agreement. If suspension is due to CCU's failure to comply, the State may withhold further payment and prohibit CCU from incurring additional obligations pending corrective action by CCU or a decision to terminate this Agreement by State. State may determine to allow necessary and proper costs that CCU could not reasonably avoid during the period of suspension.
- 1.3.5. **NON-RENEWAL AND POST-TERMINATION:** Upon notice by the State to the CCU of the termination of this Agreement or notice that the State will not renew, extend or exercise any options to extend the term of this Agreement, or that the State will not be contracting with the CCU beyond the term of this Agreement, the CCU shall, upon demand:
 - 1.3.5.1. Cooperate with the State and Care Coordination Units and Providers in assuring the transition of the program participants;
 - 1.3.5.2. Provide copies of all records related to services funded by the State under this Agreement as directed; and
 - 1.3.5.3. Grant reasonable access to the State and the Care Coordination Units and Providers to any and all program sites serving program participants hereunder to facilitate interviews of each person to assure a choice process by which program participants may indicate a new CCU preference. CCU will ensure an orderly transition of clients, their respective case files and pertinent information as required by the State prior to the effective date of termination. The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for purpose of the necessary transition of recipients of services hereunder.
- 1.3.6. **OBJECTION:** If State suspends or terminates this Agreement, in whole or in part, for cause, CCU may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures.

1.3.7. EFFECTS OF SUSPENSION AND TERMINATION:

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

- 1.3.7.2. State may credit CCU for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- 1.3.7.3. CCU shall not incur any costs or obligations after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
- 1.3.7.4. Costs to CCU resulting from obligations incurred by CCU during a suspension or termination of the Agreement are not allowable unless:
 - 1.3.7.4.1. State expressly authorizes them in the notice of suspension or termination; and
 - 1.3.7.4.2. The costs result from obligations properly incurred before the effective date of suspension are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated.

1.4. 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 Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency 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.

F.2. PAYMENT TERMS AND CONDITIONS:

2.1. PREVAILING WAGE: As a condition of receiving payment CCU must (i) be in compliance with this 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 Illinois State of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. CCU is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.

2.2. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds.

F.3. BILLING: By billing, CCU certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Billings for services performed through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise CCU may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

F.4. ASSIGNMENT: This Agreement may not be assigned or transferred in whole or in part by CCU unless expressly permitted by the State. CCU acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by CCU, to include an assignment of CCU's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by CCU without the prior approval of the State in writing shall render this Agreement null, void and of no further effect. The CCU acknowledges that this Agreement is made by and between the State and the CCU, as the CCU is currently organized and constituted in its Offer. No promise or undertaking

made hereunder is an assurance that the State agrees to continue to this Agreement, or any license related thereto, should the CCU reorganize or otherwise substantially change the character of its corporate or other business structure. The CCU agrees that it will give the State prior notice of any such action and will provide any and all reasonable documentation necessary for the State to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this paragraph shall constitute a material breach of this Agreement and may have a material impact on designation.

- F.5. SUBCONTRACTING:** CCU may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior approval of the State.
- F.6. AUDIT/RETENTION OF RECORDS:** CCU and its subcontractors shall maintain books and records relating to the performance of this Agreement and any subcontract necessary to support amounts charged to the State pursuant this Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the CCU for a period of three (3) years from the later of the date of final payment under this Agreement or completion of the Agreement, and by the subcontractor(s) 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 Agreement costs, the CCU 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, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. CCU 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 Agreement or any subcontract for which adequate books and records are not available to support the purported disbursement.
- F.7. TIME IS OF THE ESSENCE:** Time is of the essence with respect to CCU's performance of this Agreement. CCU shall continue to perform its obligations while any dispute concerning this Agreement is being resolved unless otherwise directed by the State.
- F.8. 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.
- F.9. 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 this Agreement without penalty if performance does not resume within thirty (30) days after the declaration.
- F.10. CONFIDENTIAL INFORMATION:** Each Party to this Agreement, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement.

9.1 CCU shall presume all information received from the State or to which it gains access pursuant to this Agreement is confidential. CCU 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 this Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, promptly at the end of this Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that

is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

9.2 CCU may have or gain access to confidential data or information about program participants that is owned or maintained by the State in the course of carrying out its responsibilities under this Agreement. Protective measures must be in place to control the access to, and maintain the integrity of, sensitive data during all phases of its life cycle. No confidential information collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and/or as directed by the State in accordance with 89 Ill. Adm. Code 240.340, as amended, either during the period of the Agreement or thereafter. The CCU must transfer and return any and all data collected, maintained, created or used in program participants records in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the State, or notify the State in writing of its destruction. The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement.

F.10 PRIVACY AND SECURITY: CCU certifies that it is in compliance with the applicable privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and associated regulations, to the extent CCU, in the course of performing the Agreement, serves as a business associate of the State. "Business associate" is used as defined in the HIPAA Privacy Rule in that it may not disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of protected health information (PHI). The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement.

F.11 USE AND OWNERSHIP: All work performed or supplies created by CCU under this Agreement, 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. CCU hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that CCU may have to such work including any so-called "moral rights" in connection with the work. CCU acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this Agreement.

F.12 INDEMNIFICATION AND LIABILITY: The CCU 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 CCU 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 CCU's negligent performance; (c) any act, activity or omission of CCU or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this Agreement infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

F.13 INSURANCE: CCU shall, at all times during the term of this Agreement and any renewals or extensions, carry general liability insurance in the single limit minimum amount of \$100,000 per occurrence. The policies or current letters documenting all insurance coverage shall be available in the CCU files.

F.14 INDEPENDENT CONTRACTOR: CCU 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.

F.15 SOLICITATION AND EMPLOYMENT: CCU shall not employ any person employed by the State during the term of this Agreement to perform any work under this Agreement. CCU shall give notice immediately to the Agency's director if CCU solicits or intends to solicit State employees to perform any work under this Agreement.

F.16 COMPLIANCE WITH THE LAW: The CCU, 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 Agreement. CCU shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. CCU shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

F.17 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 CCU's and subcontractor's officers, employees or agents. CCU or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.

F.18 APPLICABLE LAW:

18.1 PREVAILING LAW: This Agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

18.2 EQUAL OPPORTUNITY: The State of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

18.3 CIVIL RIGHTS: CCU must remain compliant with all applicable provisions of Federal and State laws pertaining to nondiscrimination, sexual harassment and equal opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto: Civil Rights requirements including, but not limited to the United States Civil Rights Act of 1964, Title VI, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

18.4 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this Agreement 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 Agreement. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

18.5 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).

18.6 FEDERAL AND STATE LAW: The Offeror must also comply with all applicable Federal and State rules for CCCs and CCUs and applicable sections of the State of Illinois Medicaid Waiver and requirements under Title XIX of the Social Security Act (42 U.S.C. 1396).

F.19 ANTI-TRUST ASSIGNMENT: If CCU does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Agreement, then upon request of the Illinois Attorney General, CCU shall assign to the State all of CCU's rights, title and interest in and to the claim or cause of action.

F.20 CONTRACTUAL AUTHORITY: The Agency (State) that signs this Agreement on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Agreement.

F.21 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 Agreement 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.

F.22 MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the CCU's terms, conditions and attachments, the

State's terms, conditions, and attachments shall prevail.

- F.23 PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, CCU shall meet to discuss performance or provide Agreement performance updates to help ensure proper performance of this Agreement and in accordance with State rules, policies, and the Waiver. The State may consider CCU's performance under this Agreement and compliance with law and rule to determine whether to continue this Agreement, whether to suspend CCU from doing future business with the State for a specified period of time, or whether CCU can be considered responsible on specific future Agreement opportunities.
- F.24 FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement. 5 ILCS 140.
- F.25 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- F.26 WARRANTIES FOR SUPPLIES AND SERVICES**
- 26.1** CCU warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the CCU 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. CCU agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 26.2** CCU shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. 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.
- 26.3** CCU warrants that all services will be performed to meet the requirements of this Agreement in an efficient and effective manner by trained and competent personnel. CCU shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this Agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the Agreement or State policies.
- F.27 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 27.1** CCU shall immediately notify the State of any event that may have a material impact on CCU's ability to perform this Agreement.
- 27.2** Required reports will be included in the Exhibits or Attachments to the Agreement.
- F.28 CONFLICT OF INTEREST:** Case Coordination Unit Minimum Standards related to Conflict of Interest do not permit a Care Coordination Program service provider to serve as a CCU in the same contract service area except in temporary situations as specified in State rule. No organization having any other conflict of interest in the performance of case management service activities shall serve as a CCU. Conflict of interest means any entity or individual uses an official position for private gain (other than salary), gives preferential treatment to any entity or individual in the conduct of official duties because of personal interest, impedes or adversely affects governmental efficiency or economy because of personal interest, fails to act impartially in the conduct of official duties because of personal interest, or engages in conduct that could adversely affect the confidence of the public

in the integrity of the State and its programs. The term also means that the circumstances are such that the State might reasonably conclude that an entity's or individual's judgment could be influenced by the nature of the circumstances. CCU must disclose, in writing, any potential or actual conflicts of interest to the State.

F.29 TRANSITION: Prior to the date services shall begin, the State will work with the awarded CCU to ensure systems are in place prior to the date services are required. Caseload transfer from one CCU to another includes the transfer of case record files to the receiving CCU per rule Part 240.1180. Transition work may also be required in the event of termination or non-renewal per Section F.1 above.

F.29 ADDITIONAL STANDARD TERMS AND CONDITIONS: PART ONE of the GATA Uniform Agreement utilized for Department fixed rate agreements may apply.

BUSINESS AND DIRECTORY INFORMATION

G. Complete the below information regarding your business:

1. Name of Offeror's organization or business (official name and DBA)

2. Business Headquarters (address, phone and fax)

3. If a Division or Subsidiary of another organization provide the name and address of the parent

4. Billing Address

5. Name of Chief Executive Officer, Director, or equivalent

6. Company Web Site Address

7. Type of Organization (sole proprietor, corporation, non-profit, etc.)

8. Length of time in business

9. Annual Sales for Offeror's most recently completed fiscal year

10. Show number of full-time employees, on average, during the most recent fiscal year

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- H.1.** If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Agreement Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Offeror's proposal. Please complete the appropriate sections below:

Name of Company (and DBA):

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Agreements Number:

Expiration Date:

- H.2.** If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
- H.3.** Upon expiration and until their Agreement or Identification Number is renewed, companies will not be eligible to be awarded Agreements by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of Agreement eligibility. 44 ILL. ADM. CODE 750.210(a).
- H.4.** Numbers issued by the State of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- H.5.** If Provider's organization holds an expired number, it must re-register with the State of Human Rights.
- H.6.** Provider may obtain an application form by:
- H.6.1. Telephone: Call the IDHR Public Agreements Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- H.6.2. Internet: You may download the form from the State of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicAgreements/Pages/default.aspx>).
- H.6.3.** Mail: Illinois State of Human Rights, Public Agreements Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STANDARD CERTIFICATIONS AND ASSURANCES

I. Certifications and Assurances. CCU, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to CCU.

(a) **Bribery.** CCU certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** CCU certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** CCU certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because CCU, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless CCU, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and CCU acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** CCU certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** CCU certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** CCU certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** CCU certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If CCU is not an individual, CCU certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If CCU is an individual and this Agreement is valued at more than \$5,000, CCU certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. CCU further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** CCU certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** CCU certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** CCU certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** CCU certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Agreement for the Construction of Fixed Works.** CCU certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, CCU shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** CCU certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. CCU shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** CCU certifies that neither it nor any officer, director, partner or other managerial agent of CCU has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. CCU further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

(q) **Illinois Use Tax.** CCU certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. CCU acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** CCU certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. CCU acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** CCU certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** CCU certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

J. TAX ID NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name:

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: