

## Appendix A: Glossary

**American Recovery and Reinvestment Act of 2009 (ARRA)** – A \$787.2 billion stimulus measure, signed by President Obama on February 17, 2009, that provides aid to states and cities, funding for transportation and infrastructure projects, expansion of the Medicaid program to cover more unemployed workers, health IT funding, and personal and business tax breaks, among other provisions designed to stimulate the economy.

**Centers for Medicare and Medicaid Services (CMS)** – A federal agency within the United States Department of Health and Human Services that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children’s Health Insurance Program (SCHIP), and health insurance portability standards.

**Certification Commission for Healthcare IT (CCHIT)** – A recognized certification body (RCB) for electronic health records and their networks. It is an independent, voluntary, private-sector initiative, established by the American Health Information Management Association (AHIMA), the Healthcare Information and Management Systems Society (HIMSS), and The National Alliance for Health Information Technology.

**Confidentiality** – The obligation of a person or agency that receives information about an individual, as part of providing a service to that individual, to protect that information from unauthorized persons or unauthorized uses. Confidentiality also includes respecting the privacy interest of the individuals who are associated with that information.

**Consent** – The permission granted by an authorized person that allows the provider, agency or organization to release information about a person. The authorized person may be the subject of the information or they may be a designated representative such as a parent or guardian. Law, policy and procedures, and business agreements guide the use of consent.

**Covered Entity** – As defined by HIPAA Privacy/Security/Enforcement regulations: a covered entity is a health plan; healthcare clearinghouse; a healthcare provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA.

**Data Use Agreement** – An agreement between a health provider, agency or organization and a designated receiver of information to allow for the use of limited health information for the purpose of research, public health or health care operations. The agreement assures that the information will be used only for specific purposes.

**Data Use and Reciprocal Support Agreement (DURSA)** – a comprehensive, multi-party trust legal agreement and is based upon a set of policy assumptions that bridge varying state and federal laws and regulations, as well as various policies. This legal contract, signed by all entities currently exchanging information via the NHIN Exchange, provides a framework of trust assurance to support health information exchange across the NHIN.

**Electronic Health Record (EHR)** – A real-time electronic record of health-related information on an individual that conforms to nationally recognized interoperability standards and that can be created, managed, and consulted by authorized clinicians and staff across more than one health

care organization – a patient health record with access to evidence-based decision support tools that can be used to aid clinicians in decision making. The EHR can automate and streamline a clinician's workflow, ensuring that all clinical information is communicated. It can also prevent delays in response that result in gaps in care. The EHR can also support the collection of data for uses other than clinical care, such as billing, quality management, outcome reporting, and public health disease surveillance and reporting.

**Electronic Medical Records (EMR)** – Electronic records of health-related information on an individual that can be created, gathered, managed, and consulted by authorized clinicians and staff within one health care organization.

**Electronic Prescribing (e-Prescribing)** – A type of technology with which physicians use handheld or personal computer devices to review drug and formulary coverage, and to transmit prescriptions to a printer or a local pharmacy. E-prescribing software can be integrated into existing clinical information systems to enable physician access to patient-specific information to screen for drug interactions and allergies.

**Federal Communications Commission (FCC)** – The United States government agency charged with regulating interstate and international communications by radio, television, wire, satellite and cable.

**Federally-Qualified Health Center (FQHC)** – A safety net provider such as community health center, public housing center, or outpatient health program, and programs serving migrants and the homeless. FQHCs provide their services to all persons regardless of ability to pay, and charge for services on a community board approved sliding-fee scale that is based on patients' family income and size. FQHCs are funded by the federal government under Section 330 of the Public Health Service Act.

**Healthcare and Family Services (HFS)** –The Illinois Department of Healthcare and Family Services (HFS) is responsible for providing healthcare coverage for adults and children who qualify for Medicaid and for providing Child Support Services to help ensure that Illinois children receive financial support from both parents.

**Health and Human Services (HHS), U.S. Department of** – The federal government agency responsible for protecting the health of all Americans and providing essential human services. HHS, through CMS, administers the Medicare (health insurance for elderly and disabled Americans) and Medicaid (health insurance for low-income people) programs, among others.

**Healthcare Provider** – A person or organization that furnishes, bills, or is paid for healthcare in the normal course of business.

**Health Insurance Portability and Accountability Act (HIPAA)** – Enacted by Congress in 1996 Title I of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Title II of HIPAA, known as the Administrative Simplification provisions, requires the establishment of national standards for electronic health care transactions and national identifiers for providers, health insurance plans, and employers. The Administrative Simplification provisions also address the security and privacy of health data. The standards are

meant to improve the efficiency and effectiveness of the nation's health care system by encouraging the widespread use of electronic data interchange in the U.S. health care system.

**Health Information for Economic and Clinical Health (HITECH) Act** – Refers collectively to the health information technology provisions included in Title XIII of Division A and Title IV of Division B of the ARRA.

**Health Information Exchange (HIE)** – The electronic movement of health-related information among organizations according to nationally recognized standards.

**Health Information Organization (HIO)** – An organization that oversees and governs the exchange of health-related information among organizations according to nationally recognized standards. Research Triangle Institute International (RTI) is under contract from the U.S. Department of Health and Human Services (HHS) to work with the Office of the National Coordinator (ONC) for Health Information Technology to implement this national collaborative effort.

**Health Information Security and Privacy Collaboration (HISPC)** – A national collaborative effort to address privacy and security policy questions affecting interoperable health information exchange (HIE).

**Health Information Technology (HIT)** – The application of information processing involving both computer hardware and software that deals with the storage, retrieval, sharing, and use of health care information, data, and knowledge for communication and decision making.

**Health Information Technology Regional Extension Center (HITREC)** – The Health Information Technology Extension Program provides grants for the establishment of Health Information Technology Regional Centers that will offer technical assistance, guidance and information on best practices to support and accelerate health care providers' efforts to become meaningful users of Electronic Health Records (EHRs). The consistent, nationwide adoption and use of secure EHRs will ultimately enhance the quality and value of health care.

**HL7 (Health Level Seven)** – American National Standards Institute (ANSI) accredited standards for the exchange, management and integration of electronic healthcare information. HL7 is the most widely used messaging standard and includes fields for: diagnostic results, notes, referrals, scheduling information, nursing notes, problems, and clinical trials data.

**IHE** – Integrating the healthcare enterprise.

**ILHIE** – State level HIE operated under the administrative direction of the IL HIE Authority.

**Interface** – A means of interaction between two devices or systems that handle data.

**Interoperability** – Interoperability is the ability of health information systems to work together within and across organizational boundaries, in order to advance the effective delivery of health care for individuals and communities, i.e., a property referring to the ability of diverse systems and organizations to inter-operate. The term is often used in a technical systems engineering

sense, or alternatively in a broad sense, taking into account social, political, and organizational factors that impact system to system performance.

**Medicaid Management Information System (MMIS)** –The Medicaid program, enacted in 1965 under Title XIX of the Social Security Act (the Act) is a grant in aid Medical Assistance Program financed through joint Federal and state funding and administered by each state according to an approved state plan. Under this plan, a state reimburses providers of medical assistance to individuals found eligible under Title XIX and various other titles of the Act. For Medicaid purposes, the mechanized claims processing and information retrieval system which states are required to have, unless this requirement is waived by the Secretary, is the Medicaid Management Information System (MMIS). The MMIS is an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives.

**Master Patient Index (MPI)** – a database that maintains a unique index (or identifier) for every patient registered at a health care organization. The MPI ensures that a patient is logically represented only once and with the same set of registration demographic / registration data. An MPI is considered an important resource in a healthcare facility because it is the link tracking patient, person, or member activity within an organization (or enterprise) and across patient care settings.

**Medical Trading Areas** – A geographic subdivision of the State based on locations where a majority of people who live in a given area receive health care. The designation of these areas ensures that state planning efforts for health information exchange are based not on theory, but on the needs of real patients and the health care providers they actually go to for services.

**Meaningful Use** – The American Recovery and Reinvestment Act of 2009 (Recovery Act) authorizes the Centers for Medicare & Medicaid Services (CMS) to provide reimbursement incentives for eligible professionals and hospitals who are successful in becoming “meaningful users” of certified electronic health record (EHR) technology. The Medicare EHR incentive program will provide incentive payments to eligible professionals (EPs), eligible hospitals, and critical access hospitals (CAHs) that are meaningful users of certified EHR technology. The Medicaid EHR incentive program will provide incentive payments to eligible professionals and hospitals for efforts to adopt, implement, or upgrade certified EHR technology or for meaningful use in the first year of their participation in the program and for demonstrating meaningful use during each of five subsequent years.

**Nationwide Health Information Network (NHIN)** – The NHIN is a secure backbone concept that links existing regional HIEs through a standard set of "core services" that allows one HIE to share data with another HIE. This effectively creates a "network of networks" that spans the Nation and provides stakeholders (payers, consumers, providers, policymakers, and administrators) with the ability to access data from across institutions, States, and repositories.

**Office of the National Coordinator (ONC)** – Serves as principal advisor to the Secretary of HHS on the development, application, and use of health information technology; coordinates HHS’s health information technology policies and programs internally and with other relevant executive branch agencies; develops, maintains, and directs the implementation of HHS’ strategic plan to guide the nationwide implementation of interoperable health information

technology in both the public and private health care sectors, to the extent permitted by law; and provides comments and advice at the request of OMB regarding specific Federal health information technology programs. ONC was established within the Office of the Secretary of HHS in 2004 by Executive Order 13335.

**Opt in / Opt out** – The provision or removal of consent or authorization that a patient provides regarding the use of their health information

**PIX** – Patient Identifier cross-referencing

**Public Health Information Network (PHIN)** – A national initiative of the Centers for Disease Control and Prevention (CDC) to enable real-time data exchange between organizations for the promotion of interoperability, collaboration, rapid dissemination of critical information, and computer statistical analysis in the many organizations that participate in public health.

**Portal** – A point of access to information on the World Wide Web. Portals present information from diverse sources in a unified way. Popular portals include MSN, Yahoo and AOL. Aside from the search engine standard, Web portals offer other services such as news, stock prices, infotainment and various other features. Portals provide a way for enterprises to provide a consistent look and feel with access control and procedures for multiple applications, which otherwise would have been different entities altogether.

**Quality of Care** – The degree to which health services for individuals and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge. Quality can be defined as a measure of the degree to which delivered health services meet established professional standards and judgments of value to consumers.

**Record Locator Service (RLS)** – Part of an infrastructure that might be used in an interoperable health information environment. The RLS enables patient authorized information to be found, but does not allow access to the actual information the records may contain. This allows records to be located and transferred (if authorized), while preserving the security, privacy, and the autonomy of the participating entities.

**Regional Extension Center (REC)** – The proposed HIT Regional Extension Center for the State. Illinois has been invited by the Office of the National Coordinator for Health Information Technology to submit a full application in response to the FOA "Health Information Technology Extension Program: Regional Centers Cooperative Agreement Program."

**Statewide HIE** – State level HIE, local HIEs, enterprise HIEs, providers, payers, patients, and consumers.

**Telehealth** – The use of telecommunications technologies and electronic information to support long-distance clinical health care, patient and professional health-related education, or public health and health administration.

**U.S. Department of Health and Human Services (HHS)** – The federal government agency responsible for protecting the health of all Americans and providing essential human services.

HHS, through CMS, administers the Medicare (health insurance for elderly and disabled Americans) and Medicaid (health insurance for low-income people) programs, among others.

**Use Case** – A technique to identify, clarify, and organize requirements of a new system or software change. Each use case provides one or more scenarios that convey how the system should interact with the end user or another system to achieve a specific business goal. The use case should contain all system activities that have significance to the users. A use case can be thought of as a collection of possible scenarios related to a particular goal.

**XML (eXtensible Markup Language)** – A general purpose markup language adaptable to many different kinds of data. XML is a set of rules for encoding documents electronically, used extensively in modern solutions to transfer health data between different and incompatible computer systems. XML's design goals emphasize simplicity, generality, and usability over the Internet. Although XML's design focuses on documents, it is widely used for the representation of arbitrary data structures, for example in web services.

## Appendix B: Figures

Figure 1: Local HIEs in Illinois

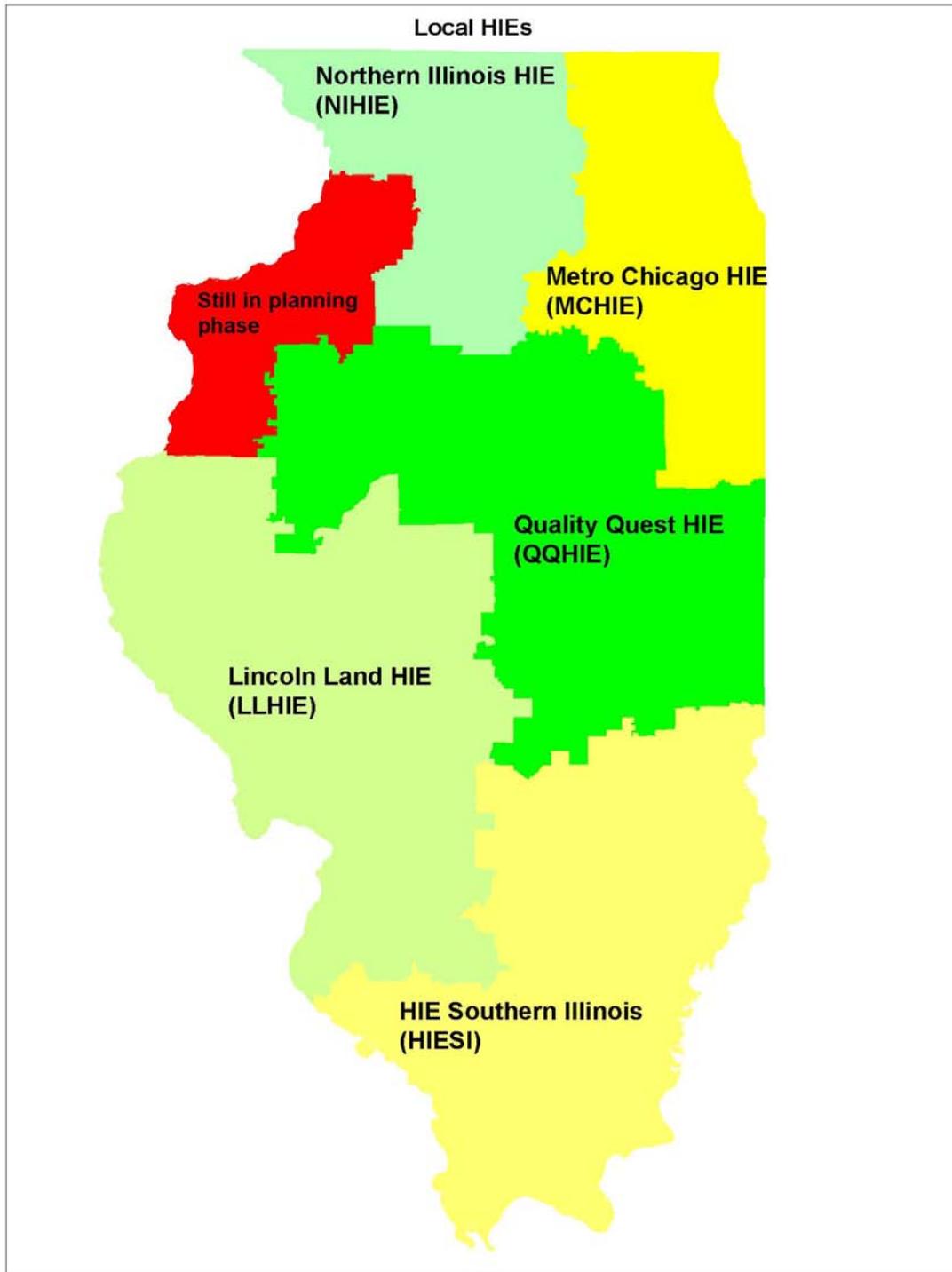
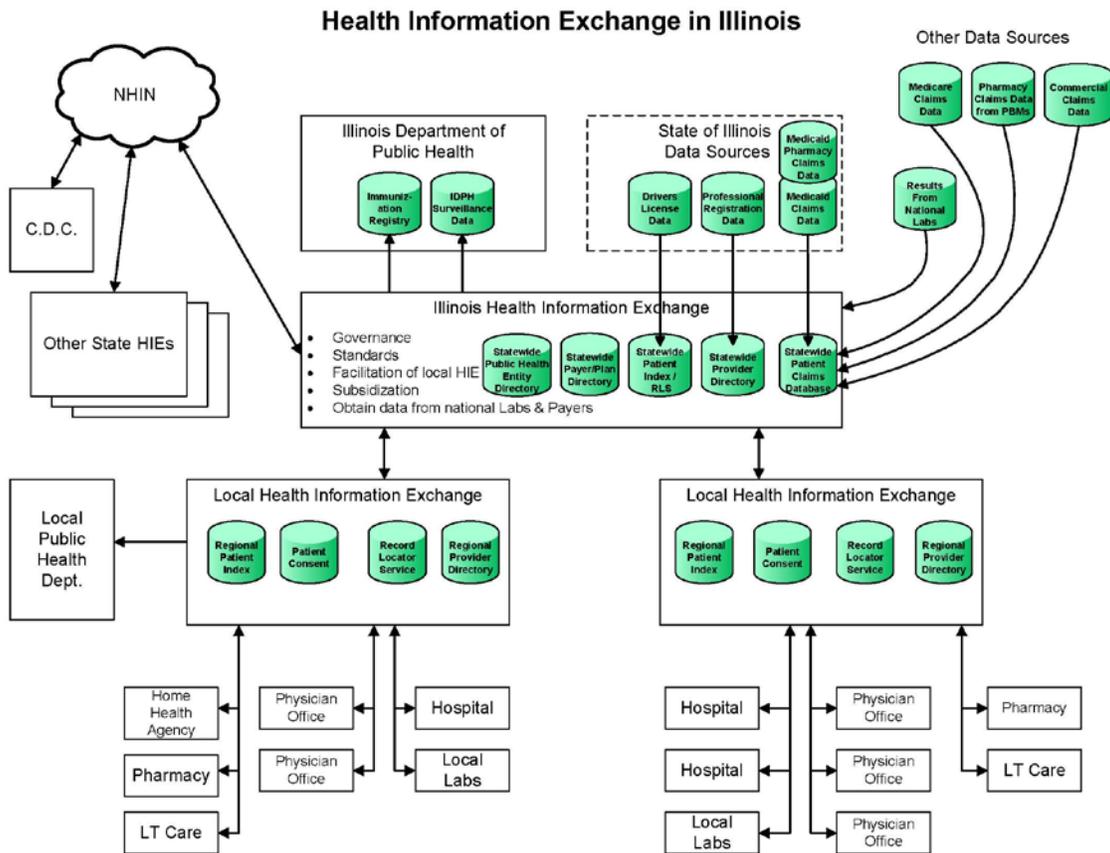


Figure 2: Health Information Exchange in Illinois



**Figure 3: ILHIE Authority Board of Directors**

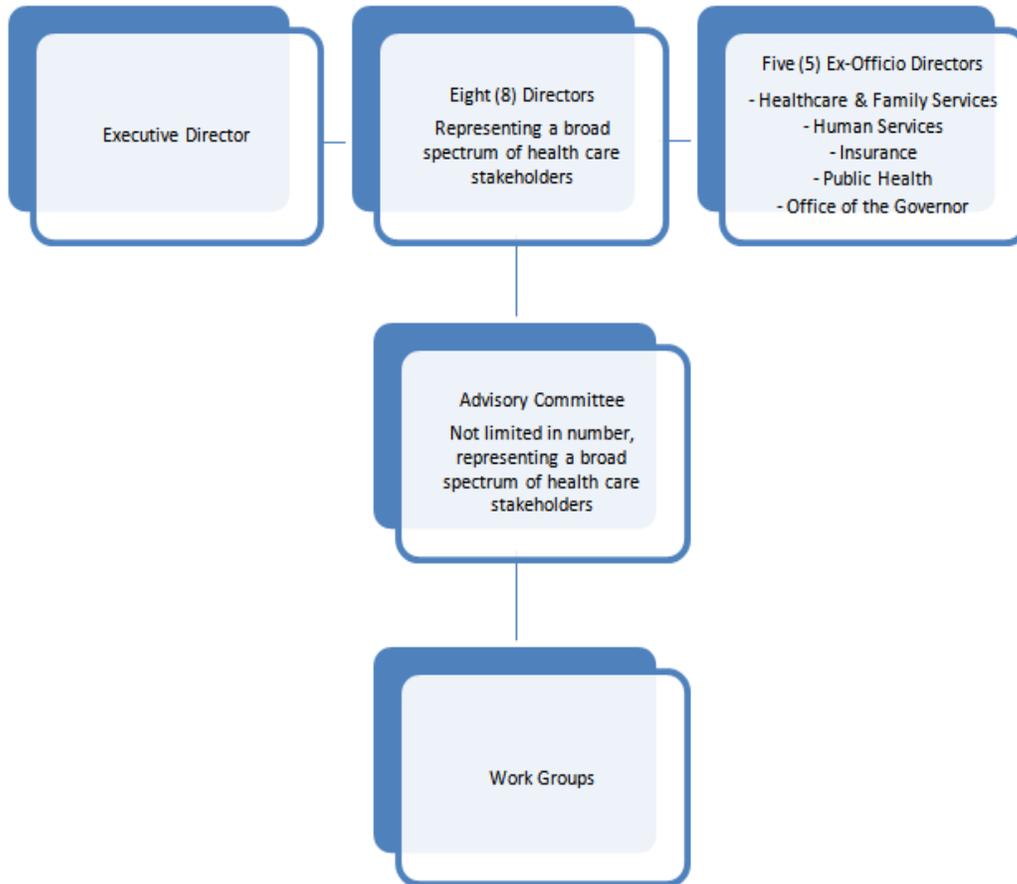
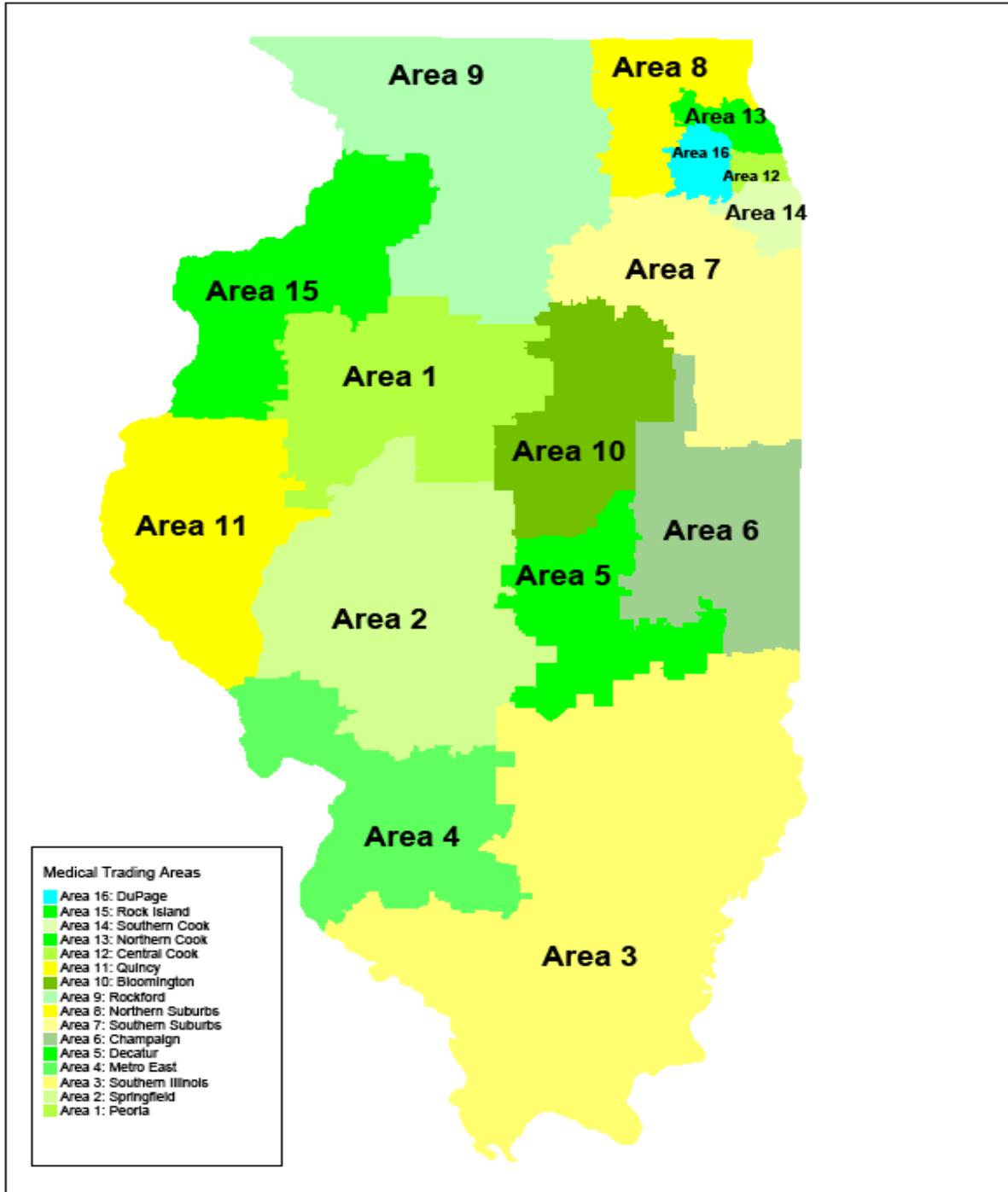


Figure 4: HIE Medical Trading Areas in Illinois



## **Appendix C: Illinois Health Information Exchange 2009 HIE/EHR Adoption Survey Results Summary**

### **Introduction**

The major challenges facing the U.S. healthcare system are escalating costs, lack of access to approximately 40 million citizens, and inconsistent quality. It is argued that the implementation of interoperable electronic health records (EHRs) systems will result in significant cost savings and quality improvement by reducing medical errors, improving patient care coordination, and realizing new efficiencies. In recent years, both the Bush and Obama administrations developed policies aimed at encouraging the migration from a paper-based health records system to an interoperable EHR system. However, no other administration has made as significant an investment in an effort to control healthcare costs and improve access and quality through the use of health information technology (HIT) as demonstrated by the Health Information Technology for Economic and Clinical Health Act (HITECH) portions of the American Recovery and Reinvestment Act of 2009; dedicating more than \$30 billion nationwide to develop the HIT infrastructure and accelerate the adoption of EHRs.

The Illinois Health Information Exchange (HIE) Advisory Committee (Advisory Committee) was established by Governor Rod Blagojevich in 2005, and subsequently renewed by Governor Patrick Quinn in 2009 to coordinate all HIT efforts through Illinois and facilitate the goals of improved health outcomes, improved care coordination among providers, reduced medical errors, reduced health disparities, and controlled costs.

The Survey Work Group, a subcommittee of the Advisory Committee, was established in June of 2009 to study the level of adoption of EHRs by healthcare organizations in Illinois and identify the barriers preventing these organizations from fully adopting EHR systems.

The results of the IL HIE EHR Survey will allow the State to assist healthcare providers to qualify for federal stimulus incentives in 2011 for the meaningful use of EHRs. A statewide HIE, which includes the use of EHRs, will benefit healthcare delivery in Illinois in a number of ways including: improving quality and outcomes, improving patient safety, reducing medical errors and duplicative services, and enhancing coordination of patient care among providers.

The survey was designed by the members of the Survey Work Group and delivered to numerous healthcare organizations statewide using *Survey Monkey*, an online survey company. A total of 553 healthcare organizations completed the survey.

For the purposes of this survey, 'EHR' refers to software or package of products used to store and manage patient data.

### **Major Findings**

- i. 16% of the healthcare organizations surveyed used 'all EHR' systems.

- ii. Approximately 60% of the healthcare organizations surveyed used 'part paper part electronic' systems.
- iii. 21% of the organizations surveyed used 'all paper health records'.
- iv. The following functionalities were used in over 80% of the organizations using all EHR systems: billing, patient scheduling, updating patient demographic information, maintaining patient problem list, accessing medical histories, updating medical lists, ordering prescriptions, and accessing and updating clinical notes.
- v. Public health reporting and surveillance systems were used in less than 15% of organizations with all EHR systems.
- vi. Approximately 40% of respondents who used all EHR systems exchanged data with hospitals outside their corporate systems in the past year, compared to 29% of respondents who used part paper part electronic systems.
- vii. Only 4.4% of respondents who used all EHR systems exchanged data with entities outside of Illinois.
- viii. Over 50% of organizations with all EHR systems reported sending scripts electronically via the accepted e-prescribing National Council for Prescription Drug Programs (NCPDP) standard format.
- ix. Concerns about the capital needed to acquire and implement the systems constituted barriers in only 11% of organizations with all EHR systems, compared to 62% of organizations with part paper part electronic systems, and 75% of organizations with all paper systems.
- x. Uncertainty about return on investment was a barrier to adoption by 26% of organizations with all EHR systems, 31% of organizations with part paper part electronic systems, and 50% of organizations using all paper records systems.
- xi. Contrary to popular opinions, resistance by physicians constituted minor or no barrier to adoption by all the organizations surveyed.
- xii. 70% of organizations with all paper health records agreed or strongly agreed that their leadership is ready to migrate to an all EHR systems.
- xiii. 71% of organizations with all paper records indicated their willingness to participate in a state government low interest loan programs (if offered) designed to facilitate adoption of all EHR systems while 24.5% would not participate.

### **Provider Detail**

About 25% of the respondents were group physician practices, 19% were hospitals, 11% were public health departments, and 9% were long term care facilities. Solo physicians constituted

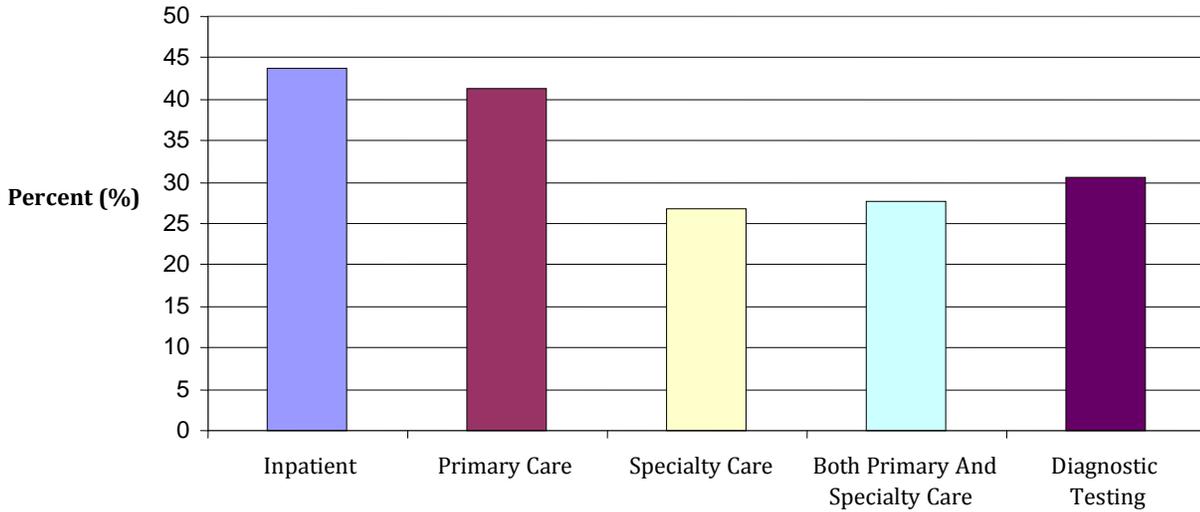
8.5% of the respondents, while 7% were mental health providers. Table 1 represents the types of organizations surveyed. Group physician practices are overrepresented in our sample.

**Table 1 Types of Organizations Surveyed**

<b>Type of Organization ( N=553)</b>	<b>Percentages</b>
Ambulatory Care Center	1.10
Community Health Center	6.70
Group Physician Practice	24.23
Home Health Provider	0.90
Hospital	19.0
Laboratory	0.40
Long Term Care Facility	9.40
Mental Health Provider	7.05
Pharmacy	1.8
Public Health Department	11.6
Solo Physician	8.5
Substance Abuse Treatment Center	0.72
Other	8.3

Inpatient care and primary care were provided by over 40% of the organizations sampled. Specialty care was provided in 27% of the organizations, and diagnostic testing was provided by 30% of the organizations. Approximately 28% of the respondents provided both primary and specialty care. Figure 1 presents the type of care provided by respondent's organizations.

**Figure 1: Type of Care Provided**



Organizations with less than three professionals represented 21% of the respondents, similar to organizations with over 100 professionals. Figure 2 presents the distribution of healthcare professionals involved in patient care.

**Figure 2: Distribution of Healthcare Professionals**

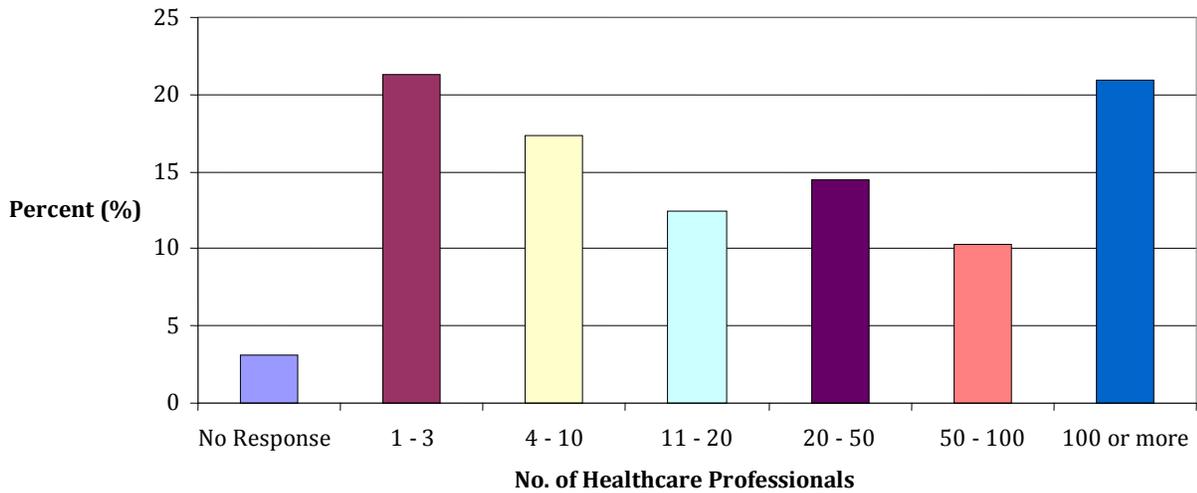


Table 2 shows the number of patient care visits in a typical week. Facilities with more than 400 visits per week represented 41% of the organizations sampled. Organizations with between 51-100 visits, 101-200 visits, and 201-300 visits in a typical week represented 11.9%, 12.8%, and

1.2 % respectively, of the sample. In other words, these organizations collectively represented over 33% of the typical weekly patient visits.

**Table 2: Patient Care Visits in a Typical Week**

<b>No of Patient Care Visits</b>	<b>N=553</b>
No Responses	5.10%
0	2.17%
1 to 50	7.20%
51 - 100	11.94%
101 - 200	12.84%
201 - 300	11.20%
301 to 400	8.70%
401 visits or more	40.81%

Our results indicate that 78% of the respondents were aware of the federal incentives aimed at encouraging the adoption of EHRs while 17% were unaware. 36% of the organizations are participating in the Illinois HIE Planning Grant process, 34% are not participating, while 27% are unaware of the HIE planning process.

Research shows that firms invest in technologies based on the perceived benefits. It has been argued that the adoption of interoperable EHR systems will improve the quality of health outcomes, improve patient safety, reduce medical errors, enhance patient coordination, reduce or eliminate paper, enhance public health surveillance, promote efficiency, and control the escalating costs of healthcare.

When asked about their priorities for sharing information over 80% stated that improved healthcare quality and outcomes, improved patient safety, reductions in medical error and duplicative services, and enhanced patient care coordination were very important outcomes of EHRs adoption. 74% stated that the promotion of greater efficiency was very important to their organizations, while approximately 60% ranked cost control and enhancement of public health and surveillance as being very important. These were the benefits that firms investing in EHR systems would expect to achieve. Table 3 represents the priorities that firms place on the outcomes associated with EHR systems.

**Table 3: Priorities for Sharing Information**

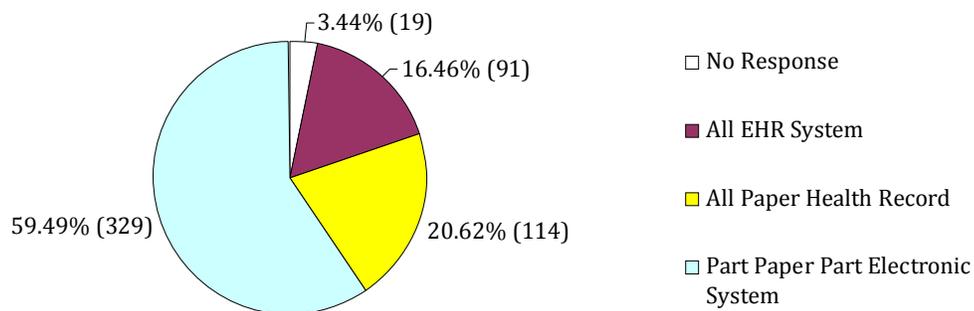
<b>Priorities for Sharing Information</b>	<b>Not At All Important</b>	<b>Not Very Important</b>	<b>Somewhat Important</b>	<b>Very Important</b>	<b>No Responses</b>
Improve healthcare quality and outcomes	0.362	1.627	10.488	85.172	2.351
Improve patient safety	0.181	1.627	13.562	82.278	2.351
Reduce health disparities	0.723	5.967	26.944	63.834	2.532
Reduce medical errors and duplicative services	0.542	1.266	10.669	84.268	3.255

Enhance patient care coordination	0.181	0.542	15.732	81.013	2.532
Reduce or eliminate paper	1.085	7.776	40.868	47.74	2.532
Control costs	1.447	3.255	30.018	62.387	2.893
Enhance public health and disease surveillance	0.362	4.702	30.018	62.387	2.532
Promote greater efficiency	0.723	1.989	20.072	74.141	3.074

### Utilization of EHRs

In order to determine the extent of utilization of EHR in Illinois, the respondents were asked to describe the health record system (software or package of products used to store and manage patient data) which best represents what they currently use in their facilities.

**Figure 3: Utilization of Health Record Systems**



16% stated that they currently use all EHR systems, 59% currently use part paper part electronic EHR systems, while 21% use all paper health record systems. For the purpose of the survey EHR systems were defined as software or package of products used to store and manage patient clinical data.

### EHR Functions Implemented

The survey listed the major functions provided by EHRs and respondents were asked to state which of the functions they have implemented and are currently using in their organizations. Nineteen functionalities including billing, patient scheduling, updating patient demographic information, maintaining patient problem list, accessing medical history, accessing and updating medication list, and accessing warnings/alerts for drug interactions were listed. The complete list is provided in Table 4 for respondents using all electronic health records and those using part paper-part electronic health record systems.

**Table 4: Electronic Health Functions Implemented and Used by Organizations**

<b>Health Record Functions</b>	<b>All EHR (91)</b>	<b>Part Paper Part Electronic (329)</b>
Billing	80.22%	79.03%
Patient Scheduling	84.62%	66.26%
Accessing-Updating Patient Demographic Information	89.01%	79.33%
Maintaining Patient Problem Lists	84.62%	44.68%
Accessing Medical Histories	91.21%	50.15%
Accessing-Updating Medication Lists	90.11%	53.50%
Ordering Prescriptions	82.42%	35.87%
Accessing Warnings-alerts For Drug Interactions	72.53%	39.82%
Ordering Laboratory Tests	70.33%	44.38%
Ordering Radiology Tests	52.75%	38.91%
Viewing Laboratory Results	79.12%	48.02%
Viewing Imaging Results	59.34%	41.64%
Accessing-Updating Clinical Notes	84.62%	58.66%
Implementing Guideline-based Interventions And or Screening Tests	58.24%	18.54%
Public Health Reporting	14.29%	22.80%
Public Health Surveillance	13.19%	18.24%
Quality Reporting	41.76%	27.96%
Accessing-Updating Continuity Of Care Record	43.96%	18.54%
Facilitating Chronic Disease Management	53.85%	11.55%
Additional Uses Not Listed Above	25.27%	21.58%

Among those who use all EHR systems, the following functionalities were used in over 80% of the organizations: billing, patient scheduling, updating patient demographic information, maintaining patient problem list, accessing medical histories, updating medication lists, ordering prescriptions, and accessing and updating clinical notes. Public health surveillance and reporting systems were used in less than 15% of the organizations with all EHR systems, while over 50% of these organizations had systems that facilitate chronic disease management. In contrast, with the exception of billing, patient scheduling, updating patient demographic information, updating medical history, medication list, and clinical notes, the remaining functionalities were implemented in less than 50% of the organizations that use part paper part electronic EHR systems.

### **Data Exchange Outside of Corporate Systems**

In order to further investigate the extent of interoperability existing between healthcare organizations in Illinois the survey respondents were asked to indicate the entities with which

they have exchanged data outside of their corporate system during the past year. The results indicate that data exchange across organizations is limited.

Roughly 40% of respondents who use all EHR systems exchanged data with hospitals outside their corporate systems in the past year, compared to 29% of respondents who use part paper part electronic systems. About 50% of respondents who use all EHR systems exchanged data with pharmacies and laboratories in the past year. The corresponding figures for organizations with part paper part electronic systems were 26% and 37%, respectively. Very few organizations with all EHR systems exchanged data with entities outside of Illinois (4.4%). 10% of organizations with part paper part electronic systems exchanged data with firms outside the state in the past year. Approximately 45% of both all EHR and part paper part electronic systems exchanged data with clearing houses outside their corporate entities in the past year. Table 5 shows the distributions of data exchanges outside corporate systems for organizations using all EHR and part paper part electronic systems.

**Table 5: Data Exchange Outside of the Corporate System**

<b>Entities Outside Of Corporate System</b>	<b>All EHR (91)</b>	<b>Part Paper Part Electronic (329)</b>
Hospitals	41.76%	29.48%
Pharmacies	53.85%	25.84%
Laboratories	53.85%	37.08%
Imaging Facilities	24.18%	22.19%
Public Health Or Vital Statistical Agencies	12.09%	31.00%
Independent Provider Association-Physician Hospital Organization Or Similar Organization	7.69%	11.55%
Patient Registries	9.89%	12.77%
External Quality Or Safety Collaborative Or Initiative	12.09%	17.33%
Patients	14.29%	9.73%
Claims Clearinghouses	45.05%	46.81%
Any Entity Outside Of Illinois	4.40%	10.03%
Other Practices	28.57%	-

The results indicate that interoperability outside their own corporate systems was not pervasive. In addition to investigating the extent of data exchange with outside entities the respondents were asked whether their organizations were part of a corporate entity or a non-profit with multiple sites, and to indicate the percentages of sites utilizing electronic systems to exchange data. 46% of organizations using all EHR systems reported that they were not even part of a corporate system, compared to 40% of organizations using part paper part electronic systems. Only 26% of organizations using all EHR systems reported that 100% of their sites exchanged data in the past year with electronic systems, compared to 17% of organizations using part paper part electronic systems. True interoperability will be achieved only if the

majority of health organizations are able to electronically exchange data with entities outside of their organizations.

It is quite likely that by increasing the percentage participation of sites in the data exchange process economies of scale will be achieved, thereby increasing care coordination, reducing waste, increasing efficiency of inter-site communication, and decreasing costs in the long run. These are some of the perceived benefits of implementing EHR and HIE. Table 6 shows the percentages of sites participating in data exchange outside the corporate entities of their organizations by utilizing electronic records.

**Table 6: Data Exchange Outside of the Corporate System**

<b>% of Sites Utilizing The Electronic System</b>	<b>All EHR (91)</b>	<b>Part Paper Part Electronic (329)</b>
Less than 25% participation	2.20%	3.65%
25 - 49% participation	3.30%	3.95%
50 - 74% participation	3.30%	5.78%
75 - 99% participation	5.49%	8.81%
100% participation	26.37%	17.63%
Not part of a corporate system	46.15%	40.12%

**Utilization of e-Prescription Functionalities**

In recent years more clinicians have substituted electronic prescribing for their paper prescription pads. However, we have very little knowledge about the structure of the e-prescription systems being used by clinicians. Anecdotal evidence shows that the bulk of the e-prescriptions are ordered by physicians using standalone e-prescribing software, thereby limiting the ability of the healthcare system to realize the full benefits of implementing interoperable EHR systems. In order to understand the extent of utilization of e-prescription systems in Illinois, respondents were asked to indicate all the functionalities that describe the use of e-prescription in their organizations. Table 7 shows the results of the survey. Over 50% of the organizations that use all EHR systems reported sending scripts electronically via the accepted e-prescribing NCPDP standard platform. Only 18% of the organizations that use part paper part electronic systems sent scripts electronically via the accepted e-prescribing format. 48% of organizations using all EHR systems reported checking for drug-drug and drug-allergy interactions and drug formularies via the e-prescribing system. Approximately 5% of all EHR systems and part paper part electronic system organizations reported that their systems do not communicate with pharmacies while 22% of all EHR system organizations and 53% of part paper part electronic system organizations do not use e-prescription systems.

**Table 7: Use of e-Prescription Functionalities by Organizations**

<b>Use Of e-Prescription</b>	<b>All EHR (91)</b>	<b>Part Paper Part Electronic (329)</b>
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Send Scripts Electronically Via The accepted E- Prescribing NCPDP standard-when Possible	52.75%	17.93%
Send Scripts Via Computer-generated Fax	45.05%	16.72%
Checks for drug-drug and drug-allergy interactions and drug-formularies	48.35%	16.11%
Prints scripts	50.55%	18.24%
Receive Fill Notification Electronically From Pharmacy when Prescriptions Are Picked Up	15.38%	3.95%
System does NOT communicate with pharmacies	5.49%	4.56%
Not using e-Prescribing	21.98%	52.58%

These results indicate that the State has to encourage clinicians to implement e-prescription functionalities beyond the current levels. Interoperable EHR systems incorporating e-prescription functionalities will provide additional benefits to the public health system. Public health officials could electronically monitor possible disease outbreaks using drug data from pharmacies.

### **Barriers to Adoption**

In order to encourage the adoption of EHRs it is necessary to identify the major barriers to adoption and develop policies to remove or reduce such constraints. Recent research on the use of EHRs by U.S. hospitals (Ashish K. Jha, Catherine M. DesRoches, et.al, 2009) showed a very low level of adoption of all EHR systems by U.S. hospitals. Only 1.5% of hospitals have comprehensive EHR systems and additional 7.6% have basic systems. The major barrier to adoption was capital requirements and high maintenance costs.

The survey identified ten factors which pose constraints on the adoption of EHR systems by healthcare organizations. Tables 8, 9 and 10 present the barriers to adoption of electronic systems by organizations that have implemented all EHR systems, part paper part electronic systems, and all paper records systems. Concerns about capital needed to acquire and implement the systems constituted barriers in only 11% of organizations with all EHR systems, compared to 62% of organizations with part paper part electronic systems and 75% of organizations with all paper record systems. Uncertainty about return on investment was a barrier to adoption by 26% of organizations with all EHR systems, 31% of organizations with part paper part electronic systems, and 50% of organizations using all paper records systems. Contrary to popular opinions, resistance by physicians constituted minor or no barrier to adoption by all the organizations surveyed.

Finding a system that meets provider needs seems to be a major barrier among a third of the organizations with all EHR systems, 40% of the organizations with part paper part electronic systems and all paper record systems. Only 11% of organizations with all EHR systems cited privacy and security concerns as major barriers to adoption, compared to 26% of organizations with part paper part electronic systems and 21% of those still using all paper records systems. Jha et. al. (2009) also found that hospitals with all EHR systems were less likely to cite cost as a barrier than hospitals that use all paper systems.

**Table 8: Barriers to Adoption of EHR Systems: Organizations with All EHR Systems**

<b>Barriers to Adoption (N=91)</b>	<b>Major Barrier</b>	<b>Minor Barrier</b>	<b>Not a Barrier</b>
Concerns about capital needed to acquire and implement system	10.99%	45.05%	36.26%
Uncertainty about return on investment of system	26.37%	36.26%	29.67%
Resistance to adoption from practice physicians or staff	21.98%	37.36%	32.97%
Finding a system that meets providers' needs	32.97%	35.16%	24.18%
Capacity to contract for, install and implement a system	18.68%	45.05%	28.57%
Concerns about ongoing operational costs associated with licensing fees and other technical/maintenance support	30.77%	40.66%	20.88%
Concerns about lack of productivity during transition	29.67%	41.76%	20.88%
Concerns about privacy and security	10.99%	41.76%	39.56%
Concerns about legal liability if patients have more access to information in their health records	7.69%	35.16%	49.45%
Concerns about changes in role of and regulations from federal and state government	10.99%	45.05%	36.26%

**Table 9: Barriers to Adoption of EHR Systems: Organizations with Part Paper Part Electronic Record Systems**

<b>Barriers to Adoption (N=329)</b>	<b>Major Barrier</b>	<b>Minor Barrier</b>	<b>Not a Barrier</b>
Concerns about capital needed to acquire and implement system	62.31%	19.45%	7.29%
Uncertainty about return on investment of system	31.31%	38.30%	18.24%
Resistance to adoption from practice physicians or staff	26.44%	41.64%	19.45%
Finding a system that meets providers' needs	40.12%	33.43%	14.59%
Capacity to contract for, install and implement a system	27.05%	37.39%	22.80%
Concerns about ongoing operational costs associated with licensing fees and other technical/maintenance support	44.98%	32.52%	10.33%
Concerns about lack of productivity during transition	27.66%	44.07%	16.41%
Concerns about privacy and security	25.53%	38.91%	23.40%
Concerns about legal liability if patients have more access to information in their health records	16.72%	33.74%	37.99%
Concerns about changes in role of and regulations from federal and state government	24.92%	38.60%	24.92%

**Table 10: Barriers to Adoption of EHR Systems: Organizations with All Paper Records**

<b>Barriers to Adoption</b>	<b>Major</b>	<b>Minor</b>	<b>Not a</b>	<b>No</b>
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	Barrier	Barrier	Barrier	Response
Concerns about capital needed to acquire and implement system	75.65%	17.39%	4.35%	2.61%
Uncertainty about return on investment of system	50.43%	30.43%	14.78%	4.35%
Resistance to adoption from practice physicians	16.52%	48.70%	31.30%	3.48%
Finding a system that meets providers' needs	40.00%	35.65%	20.87%	3.48%
Capacity to contract for, install and implement a system	41.74%	35.65%	20.87%	1.74%
Concerns about ongoing operational costs associated with licensing fees and other technical/maintenance support	53.04%	37.39%	6.09%	3.48%
Concerns about lack of productivity during transition	42.61%	43.48%	11.30%	2.61%
Concerns about privacy and security	21.74%	46.96%	27.83%	3.48%
Concerns about legal liability if patients have more access to information in their health records	14.78%	40.87%	40.87%	3.48%
Concerns about changes in role of and regulations from federal and state government	26.09%	42.61%	24.35%	6.96%

### Status of Electronic Records Adoption by Organizations with Part Paper Part Electronic Systems

Results from the survey have shown that roughly 60% of the healthcare organizations in Illinois use part paper part electronic systems in their transactions. In order to encourage these organizations to migrate to all EHR systems it is necessary to first understand their current levels of EHR adoption. When asked to describe their status of EHR adoption 21% of the organizations with part paper part electronic systems stated that paper charts are their only means of storing and accessing clinical information. Computers or handheld devices may be at the point-of-care but use is partial or optional in 28% of organizations with part paper part electronic systems. Table 11 presents the level of adoption of EHRs by part paper part electronic organizations. The results show that the part paper part electronic organizations are at relatively low levels of adoption of EHR systems and will need financial and technical support to migrate to an all EHR systems. Asked whether they would consider applying if the State of Illinois administered a low interest loan program to facilitate adoption 61.4% of organizations with part paper part electronic systems responded in the affirmative, while 31% would not participate; 7% did not respond.

**Table 11 Level of EHR Adoption by Organization with Part Paper Part Electronic Systems**

Level Of EHR Adoption	N=329
Computers/handheld device may be at point-of-care but use is partial or optional	28.88%
Computers have replaced the paper chart, are used at the point-of-care, and are mandatory for all clinical documentation	26.44%
Organization has an entirely paperless electronic health record environment	0.91%
Paper charts are the only means of storing and accessing clinical information (even if	21.28%

there is a computerized billing system) and Web browsers are not routinely used for any clinical purposes	
Web browser capabilities for clinical purposes and access to patient records via local area network	15.81%
No Response	6.89%

### Readiness to Deploy EHR Systems by Organizations with All Paper Systems

Healthcare organizations utilizing all paper records represent 20% of our sample. 70% of these organizations indicated that capital requirements constitute major constraints to adoption. When asked about their organizations readiness to deploy EHRs, the majority disagreed or strongly disagreed with the readiness criteria cited. Table 12 presents the responses to the readiness question. The encouraging news is that nearly 70% agreed or strongly agreed that their leadership is ready to move to EHR systems. On the remaining criteria, like completion of strategic IT plans, preparation of mid-to-long term budgets, identification of legal and regulatory issues, identification of all products and services needed, and identification of staffing and training resources, most of the respondents disagreed or strongly disagreed.

**Table 12: Readiness to Deploy an EHR system by Organization with All Paper Records**

Readiness to deploy an EHR system	Strongly			Strongly Disagree
	Agree	Agree	Disagree	
Our Leadership Is Ready To Move To Electronic Health Records	34.21%	35.09%	24.56%	6.14%
We Have Completed Our Strategic IT plan	12.28%	23.68%	52.63%	11.40%
We Have Prepared Near- Mid- and Long- term Budgets	9.65%	24.56%	52.63%	13.16%
We Have Identified Legal And Regulatory Issues	12.28%	29.82%	45.61%	10.53%
We Have Identified All Products-services Needed	15.79%	23.68%	49.12%	10.53%
We Have Identified Staffing And Training Resources	13.16%	25.44%	50.00%	11.40%

When asked whether they were anticipating the purchase or need to purchase electronic health records 23.5% had no plans to purchase an EHR system, 28.7% had plans to purchase within 12 months, 40% would purchase within one to two years, while 14% would purchase after 2 years. Asked about their willingness to participate in federal low interest loan programs designed to encourage adoption 71% responded in the affirmative while 24.5% would not participate.

41% of the organizations that have adopted all EHR systems are located in Cook County, 6.4% in DuPage County, 5% in Adams County, 4% in Lake and Madison Counties, 3% in Henry, Fulton, Jackson, Peoria, Sangamon, and Winnebago Counties. The percentage adoption of all EHR systems in each of the remaining counties in our survey barely exceeded 1%. While these figures may give an indication of the spread of all EHR systems in the state we did not have a random sample, therefore, cannot make generalizations for the entire state.

**References**

Use of Electronic Health Records in U.S. Hospitals, Ashish K. Jha, Catherine M., DesRoches, Eric G. Campbell, Karen Donelan, et, al:, The New England Journal of Medicine, April 16<sup>th</sup>, 2009

Risks, Barriers, and Benefits of Electronic Health Records Systems: A Comparative Study Based on Size of Hospitals, Minal Thakkar and Diane C, Davis, Unpublished Manuscript

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# Appendix D: Illinois 2010 Statewide EHR Provider Survey

**Illinois EHR Statewide Provider Survey**

**1. Demographic Information**

**\* 1. Please provide your contact information.**

Name:

Title:

Organization:

Address:

City/Town:

State:

ZIP:

Email Address:

Phone Number:

**2. Please provide your National Provider Identification Number, if you have one.**

**3. If your organization is affiliated with a larger organization or integrated delivery system, please provide their contact information.**

Organization:

Address:

City/Town:

State:

ZIP:

Email Address:

**\* 4. Tell us roughly what percentage of your patients fall into the following payer types? Your total should add up to roughly 100%.**

	0-10%	11-25%	26-50%	51-75%	76-100%
Medicaid	<input type="radio"/>				
Medicare	<input type="radio"/>				
Commercial	<input type="radio"/>				
Self-pay	<input type="radio"/>				
Uninsured	<input type="radio"/>				

**\* 5. How did you determine the percentage?**

Visits

Patients

Scheduled Appointments

Dollars

## Illinois EHR Statewide Provider Survey

### \* 6. What type of Internet connection do you have at your organization?

- Dial-up connection
- Wired Broadband (i.e., DSL or cable modem) or faster connection (e.g. T1 or T3 line)
- Cellular connection
- Satellite connection
- No internet connection

### \* 7. Which of the following best describes your type of organization?

- Primary care practice
- Specialty practice
- Acute care hospital
- Critical Access Hospital
- FQHC
- Rural Health Clinic
- Dentist
- Optometrist
- Nurse practitioner
- Podiatrist
- Certified Nurse Midwife
- Chiropractor
- Physician Assistant
- Behavioral Healthcare Provider
- Long Term Care Facility

## Illinois EHR Statewide Provider Survey

### 2. Electronic Health Records (EHRs)

**1. Is your organization planning to apply for the Medicare or Medicaid EHR Incentive Program for using electronic health records (EHRs) in the adoption of Meaningful Use?**

More information on the EHR Incentive Program can be found at <http://www.cms.gov/EHRIncentivePrograms>.

Yes

No

If no, why not? (please specify)

**2. How would you categorize your knowledge of the Regional Extension Center activities in Illinois?**

Very knowledgeable

Somewhat knowledgeable

Not at all knowledgeable

**\* 3. Does your organization use an EHR?**

Yes

No

## Illinois EHR Statewide Provider Survey

### 3. Paper Medical Records

**1. Please indicate the reasons your organization does not currently use an EHR system?**

**Select all that apply.**

- Concerns about capital needed to acquire and implement system
- Uncertainty about return on investment
- Concerns about ongoing operational costs associated with licensing fees and other technical maintenance/support
- Finding an EHR product that satisfies need
- Staff does not have the expertise to use an EHR
- EHRs lack interoperability with other information system resulting in high interface costs
- Concerns about lack of productivity during transition
- Security/privacy concerns
- Insufficient internal technical resources

**2. Which statement best describes your organization's prescribing practices?**

- We order medications by entering prescription information into our stand-alone e-prescribing system.
- We do not use a system to support ordering medications or prescribing.

# Illinois EHR Statewide Provider Survey

## 4. Paper Records and e-Prescribing

### 1. What is the name of the electronic system your organization uses to order medications?

Application name:

Version:

Year Installed:

### 2. Indicate whether your organization uses the following e-prescribing functionalities.

	Yes	No	Not Sure
Generate and transmit permissible prescriptions electronically	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintains an active medication list for patients	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintains an active medication allergy list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alerts providers at the point of prescribing for potential drug-drug interactions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alerts providers at the point of prescribing for potential drug-allergy interactions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### 3. How frequently do you use your e-prescribing system?

- 0-10%
- 11-25%
- 26-40%
- 41-60%
- 61-75%
- 76-100%

# Illinois EHR Statewide Provider Survey

## 5. EHR Utilization

**1. Does your organization still use paper in addition to using an EHR?**

- Yes
- No

**2. Which statement best describes your organization's EHR system?**

- We have purchased/begun installation of an EHR, but are not yet using the system.
- We have an EHR installed, and we use it for some of the available functions.
- We have an EHR implemented, and we use it for most (more than 90%) functions of our organization.

**3. Please indicate the EHR(s) and version(s) being used by your organization. If more than one EHR is used, please indicate all EHR(s) in use.**

EHR 1 Name:

EHR 1 Version:

EHR 2 Name:

EHR 2 Version:

EHR 3 Name:

EHR 3 Version:

**4. Did your EHR vendor adequately meet your staff's training needs?**

- Yes
- No

**5. How often does your organization use the following EHR functionality?**

	Used regularly	Used occasionally	Not available	Function turned off / Not in use
Insurance eligibility checking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Electronic claims submission	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tracking patient consent and authorization	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**6. Does your EHR integrate with a practice management system?**

- Yes
- No
- Don't know

## Illinois EHR Statewide Provider Survey

### 7. Is your EHR customized for your practice specialty?

- Yes  
 No

### 8. What challenges does your organization face in effective utilization of the EHR?

#### Select all that apply.

- Costs associated with maintenance and upgrades  
 Additional staff training is needed  
 EHR does not support all of our functionality needs  
 EHR lacks interoperability with other systems resulting in high interface costs  
 Decreased office productivity  
 Insufficient internal technical resources

### 9. Which statement best describes your organization's prescribing practices?

- We order medications by entering prescription information into our stand-alone e-prescribing system.  
 We order medications by entering prescription information into our EHR but do not transmit the prescription electronically (i.e. your EHR has an e-prescribing module or application).  
 We order medications by entering prescription information into our EHR and the prescription is transmitted electronically (i.e. your EHR has an e-prescribing module or application)  
 We do not use a system to support ordering medications or prescribing.

# Illinois EHR Statewide Provider Survey

## 6. EHR Utilization and e-Prescribing

### 1. What is the name of the electronic system your organization uses to order medications?

Application name:

Version:

Year Installed:

### 2. Indicate whether your organization uses the following e-prescribing functionalities.

	Yes	No	Not Sure
Generate and transmit permissible prescriptions electronically	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintains an active medication list for patients	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintains an active medication allergy list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alerts providers at the point of prescribing for potential drug-drug interactions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alerts providers at the point of prescribing for potential drug-allergy interactions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### 3. How frequently do you use your e-prescribing system?

- 0-10%
- 11-25%
- 26-40%
- 41-60%
- 61-75%
- 76-100%

## Illinois EHR Statewide Provider Survey

### 7. EHR Utilization and Connectivity

#### 1. Are you currently sharing information electronically using your EHR?

Please select all that apply.

- No, do not currently exchange. More likely to fax, call, email, or print.
- Clinicians
- Clinics
- Hospital(s)
- Pharmacy(s)
- Laboratory(s)
- State immunization registries
- Public health (for required reportable diseases)
- Disease or diagnosis registries
- Patients
- Other

## Illinois EHR Statewide Provider Survey

### 8. HIE Interest, Knowledge and Involvement

**1. How would you categorize your knowledge of HIE activities in Illinois?**

- Very knowledgeable  
 Somewhat knowledgeable  
 Not at all knowledgeable

**2. How would you categorize your interest in future involvement in HIE related planning activities?**

- Very interested  
 Somewhat interested  
 I have no interest

**3. Would your organization be willing to pay for participation in a statewide HIE?**

- Yes  
 No

**4. What form of payment would your organization consider to participate in a statewide HIE?**

- Subscription-based (e.g. monthly fee)  
 Transaction-based  
 Volume  
 Combination of monthly fee and volume

Other (please specify)

## Illinois EHR Statewide Provider Survey

### 5. What type of assistance does your organization need in regard to adopting and implementing EHRs and/or HIE?

- Education and training
- Needs assessment and RFP development
- Product evaluation, selection consultation, and procurement
- Workflow analysis and redesign
- Data conversion, including preload and interface development
- Patient engagement and education
- Meaningful Use reporting strategy
- Clinical decision support content and design
- e-prescribing implementation

## Illinois EHR Statewide Provider Survey

### 9. EHR Utilization and Exchange

**1. Does your organization subscribe to any of following HIE services?**

**Check all that apply.**

- We have a direct agreement with at least one other clinic/hospital/health system
- We use a vendor or intermediary exchange service (e.g. Surescripts)
- We use a non-profit Health Information Organization
- In "planning phase" with local Health Information Exchange
- Plans to exchange health information through a State or other government provided system

Other (please specify)

**2. If your organization uses a vendor or intermediary exchange for HIE, please include the name of the vendor or intermediary exchange.**

## Illinois EHR Statewide Provider Survey

### 10. EHR Utilization & HIE interest, Knowledge and Involvement

**1. How would you categorize your knowledge of HIE activities in Illinois?**

- Very knowledgeable  
 Somewhat knowledgeable  
 Not at all knowledgeable

**2. How would you categorize your interest in future involvement in HIE related planning activities?**

- Very interested  
 Somewhat interested  
 I have no interest

**3. Would your organization be willing to pay for participation in a statewide HIE?**

- Yes  
 No

**4. What form of payment would your organization consider to participate in a statewide HIE?**

- Subscription-based (e.g. monthly fee)  
 Transaction-based  
 Volume  
 Combination of monthly fee and volume

Other (please specify)

## Illinois EHR Statewide Provider Survey

### 5. What type of assistance does your organization need in regard to adopting and implementing EHRs and/or HIE?

- Education and training
- Needs assessment and RFP development
- Product evaluation, selection consultation, and procurement
- Workflow analysis and redesign
- Data conversion, including preload and interface development
- Patient engagement and education
- Meaningful Use reporting strategy
- Clinical decision support content and design
- e-prescribing implementation

## Illinois EHR Statewide Provider Survey

### 11. Hospital Electronic Health Records (EHRs)

**1. Is your organization planning to apply for the Medicare or Medicaid EHR Incentive Program for using electronic health records (EHRs) in the adoption of Meaningful Use?**

More information on the EHR Incentive Program can be found at <http://www.cms.gov/EHRIncentivePrograms>.

Yes

No

If no, why not? (please specify)

**2. How would you categorize your knowledge of the Regional Extension Center activities in Illinois?**

Very knowledgeable

Somewhat knowledgeable

Not at all knowledgeable

**\* 3. Does your organization use an EHR?**

Yes

No

## Illinois EHR Statewide Provider Survey

### 12. Hospital Paper Medical Records

**1. Please indicate the reasons your organization does not currently use an EHR system?**

**Select all that apply.**

- Concerns about capital needed to acquire and implement system
- Uncertainty about return on investment
- Concerns about ongoing operational costs associated with licensing fees and other technical maintenance/support
- Finding an EHR product that satisfies need
- Staff does not have the expertise to use an EHR
- EHRs lack interoperability with other information system resulting in high interface costs
- Concerns about lack of productivity during transition
- Security/privacy concerns
- Insufficient internal technical resources

## Illinois EHR Statewide Provider Survey

### 13. Hospital EHR Utilization

**1. Does your organization still use paper in addition to using an EHR?**

- Yes  
 No

**2. Which statement best describes your organization's EHR system?**

- We have purchased/begun installation of an EHR, but are not yet using the system.  
 We have an EHR installed, and we use it for some of the available functions.  
 We have an EHR implemented, and we use it for most (more than 90%) functions of our organization.

**3. Please indicate the EHR(s) and version(s) being used by your organization. If more than one EHR is used, please indicate all EHR(s) in use.**

EHR 1 Name:	<input type="text"/>
EHR 1 Version:	<input type="text"/>
EHR 2 Name:	<input type="text"/>
EHR 2 Version:	<input type="text"/>
EHR 3 Name:	<input type="text"/>
EHR 3 Version:	<input type="text"/>

**4. Did your EHR vendor adequately meet your staff's training needs?**

- Yes  
 No

**5. How often does your organization use the following EHR functionality?**

	Used regularly	Used occasionally	Not available	Function turned off / Not in use
Insurance eligibility checking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Electronic claims submission	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tracking patient consent and authorization	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**6. Does your hospital's EHR integrate with the EHRs of your organization's affiliated physician practices?**

- Some  
 Most  
 None

## Illinois EHR Statewide Provider Survey

### 7. What challenges does your organization face in effective utilization of the EHR?

Select all that apply.

- Costs associated with maintenance and upgrades
- Additional staff training is needed
- EHR does not support all of our functionality needs
- EHR lacks interoperability with other systems resulting in high interface costs
- Decreased office productivity
- Insufficient internal technical resources

## Illinois EHR Statewide Provider Survey

### 14. Hospital EHR Utilization & Connectivity

#### 1. Are you currently sharing information electronically using your EHR?

If yes, please select all that apply.

- No, do not currently exchange. More likely to fax, call, email, or print.
- Clinicians
- Clinics
- Hospital(s)
- Pharmacy(s)
- Laboratory(s)
- State immunization registries
- Public health (for required reportable diseases)
- Disease or diagnosis registries
- Patients

Other (please specify)

## Illinois EHR Statewide Provider Survey

### 15. Hospital EHR Utilization & HIE interest, Knowledge and Involvement

**1. How would you categorize your knowledge of HIE activities in Illinois?**

- Very knowledgeable  
 Somewhat knowledgeable  
 Not at all knowledgeable

**2. How would you categorize your interest in future involvement in HIE related planning activities?**

- Very interested  
 Somewhat interested  
 I have no interest

**3. Would your organization be willing to pay for participation in a statewide HIE?**

- Yes  
 No

**4. What form of payment would your organization consider to participate in a statewide HIE?**

- Subscription-based (e.g. monthly fee)  
 Transaction-based  
 Volume  
 Combination of monthly fee and volume

Other (please specify)

## Illinois EHR Statewide Provider Survey

### 5. What type of assistance does your organization need in regard to adopting and implementing EHRs and/or HIE?

- Education and training
- Needs assessment and RFP development
- Product evaluation, selection consultation, and procurement
- Workflow analysis and redesign
- Data conversion, including preload and interface development
- Patient engagement and education
- Meaningful Use reporting strategy
- Clinical decision support content and design
- e-prescribing implementation

## Illinois EHR Statewide Provider Survey

### 16. Hospital Electronic Laboratory Reporting

**1. Are the laboratories in your facility capable of sending results electronically to providers?**

Yes

No

**2. If yes, are they capable of sending these results using LOINC coding?**

Yes

No

# Illinois EHR Statewide Provider Survey

## 17. EHR Functionality

1. Please indicate if your organization is using the following features of your EHR.

	Yes	No	Functionality Not Available
Provide patients with timely electronic access to their health information	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
E-prescribing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provide clinical summaries for patients for each office visit	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Send reminders to patients per patient preference for preventive/follow up care	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Computerized Provider Order Entry (CPOE) for medication orders	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug-drug checks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug-allergy checks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug- formulary checks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintain an up-to-date problem list of current and active diagnoses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintain active medication list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintain active medication allergy list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record demographics	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record and chart changes in vital signs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record smoking status for patients 13 years or older	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Incorporate clinical lab test results as structured data	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Generate lists of patients by specific condition	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Implement one clinical decision support rule	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Medication Reconciliation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summary of care record for each transition of care and referrals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to exchange key clinical information among providers of care and patient-authorized entities electronically	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Protect electronic health information	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Report ambulatory clinical quality measures to	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## Illinois EHR Statewide Provider Survey

CMS/States

Provide patients with an electronic copy of their health information, upon request	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Use certified EHR technology to identify patient-specific education resources and provide to patient, if appropriate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to submit electronic data to immunization registries/systems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to provide electronic syndromic surveillance data to public health agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

# Illinois EHR Statewide Provider Survey

## 18. Hospital EHR Functionality

1. Please indicate whether your organization is using the following EHR functionalities.

	Yes	No	Functionality Not Available
Provide patients with an electronic copy of their discharge instructions at time of discharge, upon request	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record advanced directives for patients 65 years or older	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to provide electronic submission of reportable lab results to public health agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Computerized Provider Order Entry (CPOE) for medication orders	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug-drug checks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug-allergy checks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug- formulary checks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintain an up-to-date problem list of current and active diagnoses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintain active medication list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintain active medication allergy list	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record demographics	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record and chart changes in vital signs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Record smoking status for patients 13 years or older	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Incorporate clinical lab test results as structured data	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Generate lists of patients by specific condition	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Implement one clinical decision support rule	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Medication Reconciliation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summary of care record for each transitions= of care and referrals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to exchange key clinical information among providers of care and patient-authorized entities electronically	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Protect electronic health information	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## Illinois EHR Statewide Provider Survey

Report ambulatory [hospital] clinical quality measures to CMS/States	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provide patients with an electronic copy of their health information, upon request	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Use certified EHR technology to identify patient-specific education resources and provide to patient, if appropriate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to submit electronic data to immunization registries/systems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Capability to provide electronic syndromic surveillance data to public health agencies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## Appendix E: ILHIE ONC PIN Guidance Laboratory Survey

### Opening

Hello, my name is [insert caller name here]; I'm calling on behalf of the Illinois Department of Healthcare and Family Services, and would like to speak with your Laboratory Manager to ask a few short questions about electronic lab results delivery.

Your answers will be used to help establish a baseline indicating the percentage of:

- o Labs in Illinois with the ability to electronically deliver test results to providers.

When complete, this information will be aggregated and include in the Illinois Health Information Exchange Strategic and Operation Plan for submission to the Federal Office of the National Coordinator at the beginning of October.

*Repeat if/as needed when the Laboratory Manager is on the phone.*

---

### Survey Questions

1. May I have your name and title please? (This information will not be shared outside of this project.)
  - a. May I please have your email address?
2. Do you provide lab services at your location?  
Yes/No
  - a. **If Yes**, proceed to #3.
  - b. **If No**,
    - i. Where do you send your labs to be processed?
3. Do you deliver results electronically to providers' Electronic Health Record Systems?  
Yes/No
  - a. **If Yes**,
    - i. Do you provide a web portal for online lab results look up?  
Yes/No
    - ii. Do you send these results as structured data?
      1. **If Yes**, do you use LOINC codes?
      2. **If No**, which standards terminology do you use?
  - b. **If No**,
    - i. Do you have plans to do so in the next 12 months?  
Yes/No
    - ii. **If No**, do any of the following reasons describe why your organization does not plan to implement electronic reporting?
      1. Lack of harmonization among data interoperability standards including vocabulary, laboratory and other messaging standards?
      2. Concerns about capital needed to implement an electronic system?
      3. Concerns about ongoing operational costs associated with technical maintenance/support?

---

*Closing*

Thank you for providing this information and I appreciate your time in responding to my questions. If you have any questions, please send them to [hfs.hie@illinois.gov](mailto:hfs.hie@illinois.gov). For further information about HIE activities in Illinois, please visit the [www.hie.illinois.gov](http://www.hie.illinois.gov) website.

## Appendix F: Illinois Health Information Technology and Exchange Act

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1 AN ACT concerning health.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the  
5 Illinois Health Information Exchange and Technology Act.

6 Section 5. Purpose. Health information technology improves  
7 the quality of patient care, increases the efficiency of health  
8 care practices, improves safety, and reduces healthcare  
9 errors. The State of Illinois has an interest in encouraging  
10 the adoption of a health information system to improve the  
11 safety, quality, and value of health care, to protect and keep  
12 health information secure, and to use the health information  
13 exchange system to advance and meet population health goals. To  
14 ensure that the benefits of health information technology are  
15 available to the consumers of Illinois and to encourage greater  
16 patient participation in health care decisions, the State must  
17 provide a framework for the exchange of health information and  
18 encourage the widespread adoption of electronic health systems  
19 and the use of electronic health records among health care  
20 providers and patients. The creation of a State-level health  
21 information exchange system will allow, among other benefits,  
22 the widespread utilization of electronic health records by  
23 health care providers and patients in order to ensure that

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1 Illinois' health care providers can achieve the meaningful use  
2 of electronic records, as defined by federal law, and  
3 participate fully in the health information technology  
4 incentives available from the federal government under the  
5 Medicare and Medicaid programs.

6 Section 10. Creation of the Health Information Exchange  
7 Authority. There is hereby created the Illinois Health  
8 Information Exchange Authority ("Authority"), which is hereby

9 constituted as an instrumentality and an administrative agency  
10 of the State of Illinois.

11 As part of its program to promote, develop, and sustain  
12 health information exchange at the State level, the Authority  
13 shall do the following:

14 (1) Establish the Illinois Health Information Exchange  
15 ("ILHIE"), to promote and facilitate the sharing of health  
16 information among health care providers within Illinois  
17 and in other states. ILHIE shall be an entity operated by  
18 the Authority to serve as a State-level electronic medical  
19 records exchange providing for the transfer of health  
20 information, medical records, and other health data in a  
21 secure environment for the benefit of patient care, patient  
22 safety, reduction of duplicate medical tests, reduction of  
23 administrative costs, and any other benefits deemed  
24 appropriate by the Authority.

25 (2) Foster the widespread adoption of electronic

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1 health records and participation in the ILHIE.

2 Section 15. Governance of the Illinois Health Information  
3 Exchange Authority.

4 (a) The Authority shall consist of and be governed by one  
5 Executive Director and 8 directors who are hereby authorized to  
6 carry out the provisions of this Act and to exercise the powers  
7 conferred under this Act.

8 (b) The Executive Director and 8 directors shall be  
9 appointed to 3-year staggered terms by the Governor with the  
10 advice and consent of the Senate. Of the members first  
11 appointed after the effective date of this Act, 3 shall be  
12 appointed for a term of one year, 3 shall be appointed for a  
13 term of 2 years, and 3 shall be appointed for a term of 3 years.  
14 The Executive Director and directors may serve successive terms  
15 and, in the event the term of the Executive Director or a  
16 director expires, he or she shall serve in the expired term  
17 until a new Executive Director or director is appointed and  
18 qualified. Vacancies shall be filled for the unexpired term in  
19 the same manner as original appointments. The Governor may  
20 remove a director or the Executive Director for incompetency,  
21 dereliction of duty, malfeasance, misfeasance, or nonfeasance

22 in office or any other good cause. The Executive Director shall  
23 be compensated at an annual salary of 75% of the salary of the  
24 Governor.

25 (c) The Executive Director and directors shall be chosen

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1 with due regard to broad geographic representation and shall be  
2 representative of a broad spectrum of health care providers and  
3 stakeholders, including representatives from any of the  
4 following fields or groups: health care consumers, consumer  
5 advocates, physicians, nurses, hospitals, federally qualified  
6 health centers as defined in Section 1905(1)(2)(B) of the  
7 Social Security Act and any subsequent amendments thereto,  
8 health plans or third-party payors, employers, long-term care  
9 providers, pharmacists, State and local public health  
10 entities, outpatient diagnostic service providers, behavioral  
11 health providers, home health agency organizations, health  
12 professional schools in Illinois, health information  
13 technology, or health information research.

14 (d) The directors of the Illinois Department of Healthcare  
15 and Family Services, the Illinois Department of Public Health,  
16 and the Illinois Department of Insurance and the Secretary of  
17 the Illinois Department of Human Services, or their designees,  
18 and a designee of the Office of the Governor, shall serve as  
19 ex-officio members of the Authority.

20 (e) The Authority is authorized to conduct its business by  
21 a majority of the appointed members. The Authority may adopt  
22 bylaws in order to conduct meetings. The bylaws may permit the  
23 Authority to meet by telecommunication or electronic  
24 communication.

25 (f) The Authority shall appoint an Illinois Health  
26 Information Exchange Authority Advisory Committee ("Advisory

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1 Committee") with representation from any of the fields or  
2 groups listed in subsection (c) of this Section. The purpose of  
3 the Advisory Committee shall be to advise and provide  
4 recommendations to the Authority regarding the ILHIE. The  
5 Advisory Committee members shall serve 2-year terms. The  
6 Authority may establish other advisory committees and

7 subcommittees to conduct the business of the Authority.

8 (g) Directors of the Authority, members of the Advisory  
9 Committee, and any other advisory committee and subcommittee  
10 members may be reimbursed for ordinary and contingent travel  
11 and meeting expenses for their service at the rate approved for  
12 State employee travel.

13 Section 20. Powers and duties of the Illinois Health  
14 Information Exchange Authority. The Authority has the  
15 following powers, together with all powers incidental or  
16 necessary to accomplish the purposes of this Act:

17 (1) The Authority shall create and administer the ILHIE  
18 using information systems and processes that are secure,  
19 are cost effective, and meet all other relevant privacy and  
20 security requirements under State and federal law.

21 (2) The Authority shall establish and adopt standards  
22 and requirements for the use of health information and the  
23 requirements for participation in the ILHIE by persons or  
24 entities including, but not limited to, health care  
25 providers, payors, and local health information exchanges.

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1 (3) The Authority shall establish minimum standards  
2 for accessing the ILHIE to ensure that the appropriate  
3 security and privacy protections apply to health  
4 information, consistent with applicable federal and State  
5 standards and laws. The Authority shall have the power to  
6 suspend, limit, or terminate the right to participate in  
7 the ILHIE for non-compliance or failure to act, with  
8 respect to applicable standards and laws, in the best  
9 interests of patients, users of the ILHIE, or the public.  
10 The Authority may seek all remedies allowed by law to  
11 address any violation of the terms of participation in the  
12 ILHIE.

13 (4) The Authority shall identify barriers to the  
14 adoption of electronic health records systems, including  
15 researching the rates and patterns of dissemination and use  
16 of electronic health record systems throughout the State.  
17 The Authority shall make the results of the research  
18 available on its website.

19 (5) The Authority shall prepare educational materials

20 and educate the general public on the benefits of  
21 electronic health records, the ILHIE, and the safeguards  
22 available to prevent unauthorized disclosure of health  
23 information.

24 (6) The Authority may appoint or designate an  
25 institutional review board in accordance with federal and  
26 State law to review and approve requests for research in

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1 order to ensure compliance with standards and patient  
2 privacy and security protections as specified in paragraph  
3 (3) of this Section.

4 (7) The Authority may enter into all contracts and  
5 agreements necessary or incidental to the performance of  
6 its powers under this Act. The Authority's expenditures of  
7 private funds are exempt from the Illinois Procurement  
8 Code, pursuant to Section 1-10 of that Act. Notwithstanding  
9 this exception, the Authority shall comply with the  
10 Business Enterprise for Minorities, Females, and Persons  
11 with Disabilities Act.

12 (8) The Authority may solicit and accept grants, loans,  
13 contributions, or appropriations from any public or  
14 private source and may expend those moneys, through  
15 contracts, grants, loans, or agreements, on activities it  
16 considers suitable to the performance of its duties under  
17 this Act.

18 (9) The Authority may determine, charge, and collect  
19 any fees, charges, costs, and expenses from any healthcare  
20 provider or entity in connection with its duties under this  
21 Act. Moneys collected under this paragraph (9) shall be  
22 deposited into the Health Information Exchange Fund.

23 (10) The Authority may, under the direction of the  
24 Executive Director, employ and discharge staff, including  
25 administrative, technical, expert, professional, and legal  
26 staff, as is necessary or convenient to carry out the

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1 purposes of this Act. The Authority may establish and

2 administer standards of classification regarding  
3 compensation, benefits, duties, performance, and tenure  
4 for that staff and may enter into contracts of employment  
5 with members of that staff for such periods and on such  
6 terms as the Authority deems desirable. All employees of  
7 the Authority are exempt from the Personnel Code as  
8 provided by Section 4 of the Personnel Code.

9 (11) The Authority shall consult and coordinate with  
10 the Department of Public Health to further the Authority's  
11 collection of health information from health care  
12 providers for public health purposes. The collection of  
13 public health information shall include identifiable  
14 information for use by the Authority or other State  
15 agencies to comply with State and federal laws. Any  
16 identifiable information so collected shall be privileged  
17 and confidential in accordance with Sections 8-2101,  
18 8-2102, 8-2103, 8-2104, and 8-2105 of the Code of Civil  
19 Procedure.

20 (12) All identified or deidentified health information  
21 in the form of health data or medical records contained in,  
22 stored in, submitted to, transferred by, or released from  
23 the Illinois Health Information Exchange, and identified  
24 or deidentified health information in the form of health  
25 data and medical records of the Illinois Health Information  
26 Exchange in the possession of the Illinois Health

1 Information Exchange Authority due to its administration  
2 of the Illinois Health Information Exchange, shall be  
3 exempt from inspection and copying under the Freedom of  
4 Information Act. The terms "identified" and "deidentified"  
5 shall be given the same meaning as in the Health Insurance  
6 Accountability and Portability Act of 1996, Public Law  
7 104-191, or any subsequent amendments thereto, and any  
8 regulations promulgated thereunder.

9 (13) To address gaps in the adoption of, workforce  
10 preparation for, and exchange of electronic health records  
11 that result in regional and socioeconomic disparities in  
12 the delivery of care, the Authority may evaluate such gaps  
13 and provide resources as available, giving priority to

14 healthcare providers serving a significant percentage of  
15 Medicaid or uninsured patients and in medically  
16 underserved or rural areas.

17 Section 25. Health Information Exchange Fund.

18 (a) The Health Information Exchange Fund (the "Fund") is  
19 created as a separate fund outside the State treasury. Moneys  
20 in the Fund are not subject to appropriation by the General  
21 Assembly. The State Treasurer shall be ex-officio custodian of  
22 the Fund. Revenues arising from the operation and  
23 administration of the Authority and the ILHIE shall be  
24 deposited into the Fund. Fees, charges, State and federal  
25 moneys, grants, donations, gifts, interest, or other moneys

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1 shall be deposited into the Fund. "Private funds" means gifts,  
2 donations, and private grants.

3 (b) The Authority is authorized to spend moneys in the Fund  
4 on activities suitable to the performance of its duties as  
5 provided in Section 20 of this Act and authorized by this Act.  
6 Disbursements may be made from the Fund for purposes related to  
7 the operations and functions of the Authority and the ILHIE.

8 (c) The Illinois General Assembly may appropriate moneys to  
9 the Authority and the ILHIE, and those moneys shall be  
10 deposited into the Fund.

11 (d) The Fund is not subject to administrative charges or  
12 charge-backs, including but not limited to those authorized  
13 under Section 8h of the State Finance Act.

14 (e) The Authority's accounts and books shall be set up and  
15 maintained in accordance with the Office of the Comptroller's  
16 requirements, and the Authority's Executive Director shall be  
17 responsible for the approval of recording of receipts, approval  
18 of payments, and proper filing of required reports. The moneys  
19 held and made available by the Authority shall be subject to  
20 financial and compliance audits by the Auditor General in  
21 compliance with the Illinois State Auditing Act.

22 Section 30. Participation in health information systems  
23 maintained by State agencies.

24 (a) By no later than January 1, 2015, each State agency  
25 that implements, acquires, or upgrades health information

1 technology systems shall use health information technology  
2 systems and products that meet minimum standards adopted by the  
3 Authority for accessing the ILHIE. State agencies that have  
4 health information which supports and develops the ILHIE shall  
5 provide access to patient-specific data to complete the patient  
6 record at the ILHIE. Notwithstanding any other provision of  
7 State law, the State agencies shall provide patient-specific  
8 data to the ILHIE.

9 (b) Participation in the ILHIE shall have no impact on the  
10 content of or use or disclosure of health information of  
11 patient participants that is held in locations other than the  
12 ILHIE. Nothing in this Act shall limit or change an entity's  
13 obligation to exchange health information in accordance with  
14 applicable federal and State laws and standards.

15 Section 35. Illinois Administrative Procedure Act. The  
16 provisions of the Illinois Administrative Procedure Act are  
17 hereby expressly adopted and shall apply to all administrative  
18 rules and procedures of the Authority, except that Section 5-35  
19 of the Illinois Administrative Procedure Act relating to  
20 procedures for rulemaking does not apply to the adoption of any  
21 rule required by federal law when the Authority is precluded by  
22 that law from exercising any discretion regarding that rule.

23 Section 40. Reliance on data. Any health care provider who  
24 relies in good faith upon any information provided through the

1 ILHIE in his, her, or its treatment of a patient shall be  
2 immune from criminal or civil liability arising from any  
3 damages caused by such good faith reliance. This immunity does  
4 not apply to acts or omissions constituting gross negligence or  
5 reckless, wanton, or intentional misconduct. Notwithstanding  
6 this provision, the Authority does not waive any immunities  
7 provided under State or federal law.

8 Section 900. The Regulatory Sunset Act is amended by adding  
9 Section 4.31 as follows:

10 (5 ILCS 80/4.31 new)  
11 Sec. 4.31. Act repealed on January 1, 2021. The following  
12 Act is repealed on January 1, 2021:  
13 The Illinois Health Information Exchange and Technology  
14 Act.

15 Section 905. The Freedom of Information Act is amended by  
16 changing Section 7.5 as follows:

17 (5 ILCS 140/7.5)  
18 Sec. 7.5. Statutory Exemptions. To the extent provided for  
19 by the statutes referenced below, the following shall be exempt  
20 from inspection and copying:

21 (a) All information determined to be confidential under  
22 Section 4002 of the Technology Advancement and Development Act.

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1 (b) Library circulation and order records identifying  
2 library users with specific materials under the Library Records  
3 Confidentiality Act.

4 (c) Applications, related documents, and medical records  
5 received by the Experimental Organ Transplantation Procedures  
6 Board and any and all documents or other records prepared by  
7 the Experimental Organ Transplantation Procedures Board or its  
8 staff relating to applications it has received.

9 (d) Information and records held by the Department of  
10 Public Health and its authorized representatives relating to  
11 known or suspected cases of sexually transmissible disease or  
12 any information the disclosure of which is restricted under the  
13 Illinois Sexually Transmissible Disease Control Act.

14 (e) Information the disclosure of which is exempted under  
15 Section 30 of the Radon Industry Licensing Act.

16 (f) Firm performance evaluations under Section 55 of the  
17 Architectural, Engineering, and Land Surveying Qualifications  
18 Based Selection Act.

19 (g) Information the disclosure of which is restricted and  
20 exempted under Section 50 of the Illinois Prepaid Tuition Act.

21 (h) Information the disclosure of which is exempted under  
22 the State Officials and Employees Ethics Act, and records of  
23 any lawfully created State or local inspector general's office  
24 that would be exempt if created or obtained by an Executive

25 Inspector General's office under that Act.

26 (i) Information contained in a local emergency energy plan

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1 submitted to a municipality in accordance with a local  
2 emergency energy plan ordinance that is adopted under Section  
3 11-21.5-5 of the Illinois Municipal Code.

4 (j) Information and data concerning the distribution of  
5 surcharge moneys collected and remitted by wireless carriers  
6 under the Wireless Emergency Telephone Safety Act.

7 (k) Law enforcement officer identification information or  
8 driver identification information compiled by a law  
9 enforcement agency or the Department of Transportation under  
10 Section 11-212 of the Illinois Vehicle Code.

11 (l) Records and information provided to a residential  
12 health care facility resident sexual assault and death review  
13 team or the Executive Council under the Abuse Prevention Review  
14 Team Act.

15 (m) Information provided to the predatory lending database  
16 created pursuant to Article 3 of the Residential Real Property  
17 Disclosure Act, except to the extent authorized under that  
18 Article.

19 (n) Defense budgets and petitions for certification of  
20 compensation and expenses for court appointed trial counsel as  
21 provided under Sections 10 and 15 of the Capital Crimes  
22 Litigation Act. This subsection (n) shall apply until the  
23 conclusion of the trial of the case, even if the prosecution  
24 chooses not to pursue the death penalty prior to trial or  
25 sentencing.

26 (o) Information that is prohibited from being disclosed

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1 under Section 4 of the Illinois Health and Hazardous Substances  
2 Registry Act.

3 (p) Security portions of system safety program plans,  
4 investigation reports, surveys, schedules, lists, data, or  
5 information compiled, collected, or prepared by or for the  
6 Regional Transportation Authority under Section 2.11 of the  
7 Regional Transportation Authority Act or the St. Clair County  
8 Transit District under the Bi-State Transit Safety Act.

9 (q) Information prohibited from being disclosed by the  
10 Personnel Records Review Act.  
11 (r) Information prohibited from being disclosed by the  
12 Illinois School Student Records Act.  
13 (s) Information the disclosure of which is restricted under  
14 Section 5-108 of the Public Utilities Act.  
15 (t) All identified or deidentified health information in  
16 the form of health data or medical records contained in, stored  
17 in, submitted to, transferred by, or released from the Illinois  
18 Health Information Exchange, and identified or deidentified  
19 health information in the form of health data and medical  
20 records of the Illinois Health Information Exchange in the  
21 possession of the Illinois Health Information Exchange  
22 Authority due to its administration of the Illinois Health  
23 Information Exchange. The terms "identified" and  
24 "deidentified" shall be given the same meaning as in the Health  
25 Insurance Accountability and Portability Act of 1996, Public  
26 Law 104-191, or any subsequent amendments thereto, and any

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1 regulations promulgated thereunder.  
2 (Source: P.A. 96-542, eff. 1-1-10.)

3 Section 910. The Illinois Procurement Code is amended by  
4 changing Section 1-10 as follows:

5 (30 ILCS 500/1-10)  
6 Sec. 1-10. Application.

7 (a) This Code applies only to procurements for which  
8 contractors were first solicited on or after July 1, 1998. This  
9 Code shall not be construed to affect or impair any contract,  
10 or any provision of a contract, entered into based on a  
11 solicitation prior to the implementation date of this Code as  
12 described in Article 99, including but not limited to any  
13 covenant entered into with respect to any revenue bonds or  
14 similar instruments. All procurements for which contracts are  
15 solicited between the effective date of Articles 50 and 99 and  
16 July 1, 1998 shall be substantially in accordance with this  
17 Code and its intent.

18 (b) This Code shall apply regardless of the source of the  
19 funds with which the contracts are paid, including federal  
20 assistance moneys. This Code shall not apply to:

21 (1) Contracts between the State and its political  
22 subdivisions or other governments, or between State  
23 governmental bodies except as specifically provided in  
24 this Code.

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1 (2) Grants, except for the filing requirements of  
2 Section 20-80.

3 (3) Purchase of care.

4 (4) Hiring of an individual as employee and not as an  
5 independent contractor, whether pursuant to an employment  
6 code or policy or by contract directly with that  
7 individual.

8 (5) Collective bargaining contracts.

9 (6) Purchase of real estate, except that notice of this  
10 type of contract with a value of more than \$25,000 must be  
11 published in the Procurement Bulletin within 7 days after  
12 the deed is recorded in the county of jurisdiction. The  
13 notice shall identify the real estate purchased, the names  
14 of all parties to the contract, the value of the contract,  
15 and the effective date of the contract.

16 (7) Contracts necessary to prepare for anticipated  
17 litigation, enforcement actions, or investigations,  
18 provided that the chief legal counsel to the Governor shall  
19 give his or her prior approval when the procuring agency is  
20 one subject to the jurisdiction of the Governor, and  
21 provided that the chief legal counsel of any other  
22 procuring entity subject to this Code shall give his or her  
23 prior approval when the procuring entity is not one subject  
24 to the jurisdiction of the Governor.

25 (8) Contracts for services to Northern Illinois  
26 University by a person, acting as an independent

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1 contractor, who is qualified by education, experience, and  
2 technical ability and is selected by negotiation for the  
3 purpose of providing non-credit educational service  
4 activities or products by means of specialized programs

5 offered by the university.

6 (9) Procurement expenditures by the Illinois  
7 Conservation Foundation when only private funds are used.

8 (10) Procurement expenditures by the Illinois Health  
9 Information Exchange Authority involving private funds  
10 from the Health Information Exchange Fund. "Private funds"  
11 means gifts, donations, and private grants.

12 (c) This Code does not apply to the electric power  
13 procurement process provided for under Section 1-75 of the  
14 Illinois Power Agency Act and Section 16-111.5 of the Public  
15 Utilities Act.

16 (d) Except for Section 20-160 and Article 50 of this Code,  
17 and as expressly required by Section 9.1 of the Illinois  
18 Lottery Law, the provisions of this Code do not apply to the  
19 procurement process provided for under Section 9.1 of the  
20 Illinois Lottery Law.

21 (Source: P.A. 95-481, eff. 8-28-07; 95-615, eff. 9-11-07;  
22 95-876, eff. 8-21-08; 96-840, eff. 12-23-09.)

23 Section 995. Severability. If any provision of this Act or  
24 application thereof to any person or circumstance is held  
25 invalid, such invalidity does not affect other provisions or

1 applications of this Act which can be given effect without the  
2 invalid application or provision, and to this end the  
3 provisions of this Act are declared to be severable.

4 Section 999. Effective date. This Act takes effect upon  
5 becoming law.

## **Appendix G: Executive Order 1-2010**

### **Executive Order Creating the Office of Health Information Technology**

**Whereas**, the health care delivery system in Illinois faces significant challenges to maintaining the financial and human resources necessary to provide high quality and cost effective care; and

**Whereas**, the use of electronic medical records and the exchange of health information will significantly improve care coordination, reduce medical errors and health disparities, improve patient safety and outcomes, and control the cost of healthcare; and

**Whereas**, implementation of health information technology will create the need for highly skilled jobs; and

**Whereas**, Illinois is home to highly regarded medical centers, hundreds of hospitals and other providers, innovative health information technology companies, and colleges and universities with well respected information technology programs; and

**Whereas**, a wide range of health care stakeholders has been working since 2007 to plan for a statewide health information exchange that will facilitate the exchange of health information between and among all providers and ensure the privacy and security of all data exchanged; and

**Whereas**, the American Recovery and Reinvestment Act of 2009 (ARRA) committed more than \$2 billion to the Office of the National Coordinator for Health Information Technology (ONC) to ensure that all Americans have an electronic health record by 2014; and

**Whereas**, the ONC will direct a portion of this funding to states for the purpose of building health information technology infrastructure; and

**Whereas**, \$34 billion in ARRA funding is dedicated nationwide for financial incentives to Medicaid and Medicare providers for the adoption and meaningful use of electronic health records, and as such, the State has a compelling interest in assisting Illinois providers to qualify for those ARRA incentives; and

**Whereas**, achievement of meaningful use of and the eligibility of Illinois hospitals and practitioners for the federal Medicaid and Medicare incentive payments depends upon the availability of health information exchange throughout the State; and

**Whereas**, the State of Illinois has submitted a proposal to the ONC pursuant to its cooperative agreement program for states to promote health information technology, and has requested federal funds to plan and implement a statewide health information exchange; and

**Whereas**, the ONC has announced that Illinois will receive \$18.8 million in ARRA funds to establish the Office of Health Information Technology for the purpose of establishing standards, facilitating the exchange and meaningful use of appropriate health information, and protecting the privacy and security of such information; and

**Therefore**, I, Pat Quinn, Governor of the State of Illinois, pursuant to the supreme executive authority of the Governor as set forth in Article V, Section 8 of the Illinois Constitution, do hereby order as follows:

- I. Creation The Office of Health Information Technology is created within the Office of the Governor. This Office shall be responsible for overseeing the State's development and implementation of health information technology initiatives, including the creation of a statewide health information exchange.
- II. Purpose
  - a. The purpose of the Office of Health Information Technology will be to promote the development of health information technology, increase the adoption and meaningful use of electronic health records, assure the privacy and security of electronic health information, and direct the State's planning for a statewide exchange.
  - b. The Office of Health Information Technology will be responsible for the obligations of the State Health Information Exchange Cooperative Agreement Program with the federal government.
  - c. The Office of Health Information Technology will engage a broad range of health care stakeholders in developing its Strategic and Operational plan to create a statewide health information exchange.
  - d. The Office of Health Information Technology will assist the Governor's Office of Legislative Affairs in developing legislation and working with the General Assembly to create a statewide health information exchange.
- I. Fiscal Responsibility  
The Office of Health Information Technology shall utilize existing State resources and employees.
- II. Transparency In addition to whatever policies or procedures it may adopt, the Office will be subject to the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) and the Illinois Open Meetings Act (5 ILCS 120/1 et seq.). This section shall not be construed so as to preclude other statutes from applying to the Office and its activities.
- III. Savings Clause Nothing in this Executive Order shall be construed to contravene any state or federal law.
- IV. Severability If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

Pat Quinn, Governor

Issued by Governor: February 16, 2010

Filed with Secretary of State: February 16, 2010

## Appendix H: Illinois Health Information Exchange Advisory Committee and Work Groups

### Illinois Health Information Exchange Advisory Group

Name	Organization
Abrams, Hayes	Blue Cross Blue Shield of Illinois
Allen, Scott	American Academy of Pediatrics, Illinois Chapter
Anfield, Jim	Blue Cross Blue Shield of Illinois
Bassler, Elissa	Illinois Public Health Institute
Bhatt, Hardik	Chief Information Officer, City of Chicago
Binns, Helen	Northwestern
Bonello, Julie	Access Community Health Network
Brull, Ellen, MD	American Academy of Pediatrics, Illinois Chapter
Carter, Kelly	Illinois Primary Health Care Association
Carvalho, David	Illinois Department of Public Health
Eckart, Peter	Illinois Public Health Institute
Gadon, Margaret, MD	IFMC-Illinois
Gallagher, Patrick	Illinois State Medical Society
Haughton-Pitts, Ruby	AARP
Hayden, Jill	Illinois Primary Health Care Association
Holloway, Roger	Northern Illinois University
Ingram, Peter	Mt. Sinai
Keenan, Vince	Illinois Academy of Family Physicians
Lindsey, Marvin	Community Behavioral Healthcare Association of Illinois
McAlpine, Laura	McAlpine Consulting
McCutcheon, Jay	Southern Illinois University School of Medicine
McDermott-Creasey, Jennifer	AARP
McGinnis, Mary	Illinois Department of Healthcare and Family Services
Mensah, Edward, PhD	University of Illinois at Chicago
Merryweather, Pat	Illinois Hospital Association
Mound, Randy	Supervalu
Post, Sharon	SEIU Healthcare Illinois

Rachman, Fred MD	Alliance of Chicago
Schou, Pat	Illinois Critical Access Hospital Network
Semerdjian, Nancy	Evanston Northwestern Healthcare
Sensmeier, Joyce	Health Information Management Systems Society
Summy, Matt	Illinois Science and Technology Coalition
Whitaker, Cheryl, MD	Chicago Community Trust
Woods, Donna	Northwestern
Wass, Greg	Chief Information Officer, State of Illinois
Widen, Arnie, MD	Office of the Attorney General
Zaremba, Laura	Illinois Office of Health Information Technology

### Privacy & Security Work Group

Name	Organization
Anfield, Jim	Blue Cross Blue Shield
Conroy, Kathleen	Symantec Corporation
Eckart, Peter	Illinois Public Health Institute
Gallagher, Patrick	Illinois State Medical Society
Hardenbergh, Sabrina, PhD	Community Health & Emergency Services, Inc.
Keenan, Vince	Illinois Academy of Family Physicians
Krkic, Gordana	Illinois Academy of Family Physicians
Lamar, Marilyn	Liss & Lamar, P.C.
Lehrman, Fred	Infinite Systems Support
McCutcheon, Jay	Southern Illinois School of Medicine
Mensah, Edward, PhD	University of Illinois at Chicago School of Public Health
Merryweather, Pat	Illinois Hospital Association
Sanders, William	University of Illinois at Urbana-Champaign

Schou, Pat	Illinois Critical Access Hospital Network (ICAHN)
Thompson, Ira	Infinite Systems Support
Warren, Ron	Infinite Systems Support
State Agency Staff	Agency
Chudzinski, Mark	OHIT
Heaney, Krysta	OHIT
Johnson, Jeff	Illinois Department of Public Health
McGinnis, Mary	OHIT
Mehta, Kiran	HFS
Thomas, Marilyn	Illinois Department of Public Health
Widen, Arnold, MD	Office of the Attorney General
Zaremba, Laura	OHIT

#### **Governance Work Group**

Name	Organization
Abrams, Hayes	Blue Cross Blue Shield
Bassler, Elissa	Illinois Public Health Institute
Brull, Ellen, MD	Illinois Academy of Family Physicians
Creasey, Jennifer	American Association of Retired Persons
Holland, Dave	Vice President/Chief Information Officer for Southern Illinois Healthcare
Merryweather, Pat	Illinois Hospital Association
Odman, Bill	SSM Multi-Facilities, SSM Integrated Health Technologies
Whitaker, Cheryl, MD	Chicago Community Trust
State Agency Staff	Agency
Carvalho, Dave	Illinois Department of Public Health
Fagus, David	OHIT
Heaney, Krysta	OHIT
Mary McGinnis	OHIT
Wass, Greg	Governor's Office
Zaremba, Laura	OHIT

#### **Public Health Work Group**

Name	Organization
Corona, Toni	Illinois Association of Public Health Administrators

Eckart, Peter	Illinois Public Health Institute
Govia, Carlo	AKELA
Haaksma, Doreen	Electronic Knowledge Interchange
Holly, David	Electronic Knowledge Interchange
Hota, Bala, MD	Stroger Hospital
Jones, Josh	Chicago Department of Public Health
Lenihan, Patrick, PhD	University of Illinois at Chicago School of Public Health
Link-Mullison, Miriam	Jackson County Health Department
Mensah, Edward, PhD	University of Illinois at Chicago School of Public Health
Seweryn, Steve	Cook County Department of Public Health
Snider, Jill	Chicago Department of Public Health - Health Information Technology
Sullivan, Henry	Center for Neighborhood Technology
Swim, Jeffrey	DuPage Co. Health Department
Trick, Bill	Stroger Hospital
Vaid, Awais	Champaign Urbana Public Health District
<b>State Agency Staff</b>	<b>Agency</b>
Carvalho, David	IDPH
Chudzinski, Mark	OHIT
Conover, Craig	IDPH
Driscoll, Mary	IDPH
Durkee, JoAnne	DHS
Flotow, Mark	IDPH
Handler, Ivan	HFS
Heaney, Krysta	OHIT
Jones, Mike	HFS
Kauerauf, Judy	IDPH
Ledesma, Jessica	IDPH
McGinnis, Mary	OHIT
McMahon, Karen	IDPH
Nicholson, Brian	IDPH
Reyes, Leticia	IDPH
Zaremba, Laura	OHIT

### **Behavioral Health Work Group**

<b>Name</b>	<b>Organization</b>
Kerwin, David	Hospital Sisters Health System
Lindsey, Marvin	Community Behavioral Health Association of Illinois
Mahoney, Jodine S.	North Central Behavioral Health Systems

Ouska , Michael	Lutheran Social Services of Illinois
Readey, Jay	Healthcare Consortium of Illinois
Remakel, Thomas	Metropolitan Family Systems
Sullivan, Henry	Center for Neighborhood Technology
State Agency Staff	Agency
Chudzinski, Mark	OHIT
Heaney, Krysta	OHIT
Hobbs, Jim	DHS
Hoskin, Reta	DHS (DD)
Mahalik, Anne	DHS (DMH)
Nance, Rick	DHS (SA)
Zaremba, Laura	OHIT

### Sustainability Work Group

Name	Organization
Anfield, James	Blue Cross Blue Shield of IL
Duling, Joy	Quality Quest
Flowers, Jim	Affiliated Computer Systems
Henry, Heather	MTA 15
Jacobsen, Terri	MCC-HIE (MCHC)
Readey, Jay	Healthcare Consortium of Illinois
Thorn, Woody	MTA 3
Valdes, Wesley	UIC College of Medicine
VanDeventer, Crystal	MTA 2 & 11
Yunker, Dan	MCC-HIE (MCHC)
State Agency Staff	Agency
Fagus, David	OHIT
McGinnis, Mary	OHIT

### Telemedicine Work Group

Name	Organization
Peters, Sandra, MHA	Health Care Policy Consultant
Schou, Pat	Illinois Critical Access Hospital Network (ICAHN)
Seale, Deborah	
Valdes, Wes	University of Illinois at Chicago, College of Applied Health Sciences
State Agency Staff	Agency/Title
Chudzinski, Mark	OHIT
Estrella, Diego	OHIT
Heaney, Krysta	OHIT
Zaremba, Laura	OHIT

**Consumer Education and Public Awareness Work Group**

Name	Organization
Anfield, Jim	Blue Cross Blue Shield of IL
Creasey, Jennifer	AARP
Eckart, Peter	Illinois Public Health Institute
Franks, Mari	Metropolitan Chicago Healthcare Council
Gadon, Margaret	IFMC-IL
Guilford, Matthew	Chicago Department of Public Health
Post, Sharon	SEIU Healthcare Illinois
<b>State Agency Staff</b>	<b>Agency</b>
Cunningham, Patricia	OHIT
Heaney, Krysta	OHIT
Lulich, Amy	Office of the Governor
Verblen, Cory	OHIT

**Technology/Interoperability Workgroup**

Name	Organization
Anfield, Jim	Blue Cross Blue Shield of IL
Bonello, Julie	Access Community Health Network
DeMasie, Dennis	Rush-Copley Medical Center
Haaksma, Doreen	Independent Consultant
Hota, Bala	Stroger Hospital
Ingram, Peter	Sinai Health System
Jacobsen, Terri	MCHC
Keith, Lloyd	University of Illinois
Krok, Stan	Children’s Memorial Hospital
Lynch, John	Provena
Odman, Bill	Connect SI
Readey, Jay	HealthCare Consortium of Illinois
Thompson, Ira	Infinite Systems Support
Warren, Ron	Infinite Systems Support
Waterstraat, Frank	
<b>State Agency Staff</b>	<b>Agency</b>
Chudzinski, Mark	OHIT
Cunningham, Patricia	OHIT
Estrella, Diego	OHIT
Fagus, David	OHIT
Handler, Ivan	HFS
Wass, Greg	Governor’s Office
Zaremba, Laura	OHIT

Vendors Represented	Organization
Denham, Darryl E.	Xerox
Flowers, Jim	Affiliated Computer Services, Inc (ACS)
Hammer, Don	Avanade

## Appendix I: Request for Information, Illinois Health Information Exchange

Request for Information for  
Illinois Health Information Exchange  
2011-00-003

### Information Due Date and Time November 10, 2010 2:00 PM Central Time

Questions regarding general procedures for the Request for Information should be directed to:	Send two (2) electronic (CD) and five (5) bound paper copies of your Request for Information response by the due date and time to :
Illinois Office Of Health Information Technology 100 W. Randolph St. JRTC – Suite 2-201 Chicago, Illinois 60601 Diego Estrella, Procurement Manager <a href="mailto:Diego.Estrella@illinois.gov">Diego.Estrella@illinois.gov</a> Phone: 312-814-1536	Illinois Office Of Health Information Technology 100 W. Randolph St. JRTC – Suite 2-201 Chicago, Illinois 60601 Attn: Diego Estrella 2011-00-003 Health Information Exchange RFI

Completed by:

---

Organization Name

---

Representative Name

---

Address

---

City, State, Zip Code

---

Phone and Email

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## Overview

We would like to thank your organization in advance for reviewing this request for information (RFI) and assisting the State of Illinois (State) in this effort. This RFI does not constitute any commitment by the State to follow any particular procurement courses of action. The RFI is for informational purposes only and will not result in an award of a contract. Cost/pricing information for this RFI will be used as a measure for budgetary purposes only. The information provided in response to this RFI is considered the property of the State and will be kept confidential by the State to the extent permitted by law. Please note that the State cannot reimburse companies for any expenses associated with responding to this RFI. However, the State does appreciate your organization's efforts and values your input. The State reserves the right to schedule in-person sessions to permit technology presentations by respondents.

The Office of Health Information Technology is issuing this RFI to obtain information from responders to better understand the available products and services that can fulfill the requirements of a state level Health Information Exchange.

Table 1 below contains acronyms that are used throughout this document:

Table 1 Acronyms

Acronyms	Definition
ARRA	American Recovery and Reinvestment Act
HIE	Health Information Exchange
ILHIE	The state level health information exchange operated under the administrative direction of the Illinois Health Information Exchange Authority
NHIN	Nationwide Health Information Network
OHIT	Office of Health Information Technology
ONC	Office of the National Coordinator for Health Information Technology

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2

## Background

- 1) The American Recovery and Reinvestment Act (ARRA) provides financial incentives, education, and training opportunities to states to accelerate the adoption of electronic health records and build Health Information Exchange (HIE) infrastructure. Earlier this year Governor Quinn announced that Illinois will receive \$18.8 million in federal funds to support the development of a statewide HIE.
- 2) On February 12, 2010, Governor Quinn signed an Executive Order (2010-1) creating the Office of Health Information Technology (OHIT). OHIT is directing the state's health information technology initiatives, including the creation of the statewide HIE to improve health outcomes, enhance care coordination and control costs.
- 3) On July 27, 2010, Governor Quinn signed a bill (HB 6441) into law that will create a secure framework for the sharing of electronic health information in Illinois. The new law creates the Health Information Exchange and Technology Act (Public Act 96-1331) and establishes a state Authority as a public-private partnership to govern and operate the Illinois Health Information Exchange (ILHIE)
- 4) On July 31, 2010 the OHIT submitted the Illinois Strategic and Operational Plan for review by the Office of the National Coordinator for Health Information Technology (ONC), US Department of Health and Human Services, pursuant to the HIE State Cooperative Agreement Program.
- 5) The ARRA also authorized Medicare and Medicaid payment incentives to hospitals and eligible providers for the adoption and meaningful use of electronic health records. The ability to exchange health information is an essential component of the meaningful use criteria. Please refer to the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 for additional information.

More information is available on the ILHIE website: [www.hie.illinois.gov](http://www.hie.illinois.gov).

The state of Illinois represents 12.9 million culturally and economically diverse patient lives - encompassing suburban, urban and rural areas. Healthcare providers in Illinois are comprised of private practice physicians, academic medical centers, enterprise healthcare organizations, safety net organizations and Federally Qualified Health Centers (FQHCs).

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Pursuant to Illinois' HIE Planning Grant Program, the State was divided into 16 Medical Trading Areas (MTAs) based on utilization patterns and medical transactions in a geographic region. The stakeholders in some of these MTAs have agreed to organize local HIEs, with governance structures and data-sharing agreements. It is expected that approximately three to five local HIEs will ultimately be organized throughout the state. In addition, hospitals and physician providers organized as integrated delivery networks, are developing internal HIE-like exchange capabilities between the delivery network components – known as enterprise HIEs.

Given the aggressive timelines for achieving Meaningful Use and implementing statewide HIE in Illinois, OHIT believes that it is essential to build Illinois' HIE strategy around engagement of stakeholders and leverage existing capacity. Therefore, the ILHIE will initially build on the stakeholder engagement generated by the Illinois HIE Planning Grant Program in order to speed adoption and implementation of HIE in Illinois. Involving providers and other stakeholders directly in HIE implementation will have a multiplier effect allowing state and federal resources to act as a catalyst for change by mobilizing and engaging stakeholder staff resources, technical expertise and financial resources.

Capitalizing on existing initiatives already underway in advance of the Authority and ILHIE becoming operational, allows greater flexibility to experiment with different HIE models. Some local efforts are moving rapidly to select vendors and implement HIE technology. The year-long HIE Planning Grant process was designed to accelerate interest and acceptance of HIE in Illinois. As a result of the process, multiple, multi-county initiatives emerged that may ultimately lead to the creation of local exchanges. The ILHIE is working closely with each of these efforts, with the goal to maximize flexibility, efficiency and statewide participation. The overall goal of the statewide HIE is to provide a pathway for every provider in the state to participate in HIE. The following summarizes the progress of local HIE initiatives:

- More than fifty hospitals and other health information trading entities have signed letters of intent to participate in an urban metropolitan local exchange.
- Governance boards from two regions have initiated plans to establish HIEs in their respective communities by creating web sites, filing incorporation documents, and working on memoranda of agreement between local providers
- Two more efforts that would merge multiple medical trading areas are exploring the governance and sustainability to build a local HIE.
- At least one HIE planning grant recipient is exploring a cooperative agreement with the neighboring state for HIE.
- Two additional entities, one payer-based and one vendor-based, are exploring partnerships for HIE in Illinois.

OHIT's role is to promote the creation and interoperability of HIE options throughout Illinois, which may operate at various levels (local and state) and which over time, may compete and will evolve.

## ILHIE Project Scope

Illinois' approach to implementing a statewide HIE must be financially sound and incremental. The statewide HIE is being designed for sufficient flexibility and the capability to grow and adapt within the next 4-10 years. The key principle driving the implementation of Illinois' technical architecture is to improve the health of the people of Illinois through the collaborative use of health information. The infrastructure design facilitates and supports the exchange of electronic health information among clinical and public health settings. Illinois has developed a set of principles that guide the design and implementation of the statewide HIE:

### Illinois Technical Architecture Guiding Principles

1. The ILHIE will provide a leadership role for health information exchange in Illinois by facilitating HIE through convening, organizing, setting standards and requiring certification and compliance in order to connect.
2. The ILHIE will initially focus on serving as a secure communications and message routing hub ensuring connectivity among multiple local and enterprise HIEs; other state HIEs; NHIN; providers and other stakeholders that choose to use NHIN Direct rather than an HIE to exchange messaging data; public health agencies (i.e., IDPH, local health departments); Centers for Disease Control; state and national data sources (i.e., payers for claim data, pharmacy benefit managers; Medicaid; national laboratory vendors)
3. The ILHIE will develop, assemble and maintain several statewide directories that will serve a resources intrastate and interstate to enrich services to participating providers for document look-up and retrieval (i.e., paid claim directory, filled prescription directory). The statewide HIE will integrate only technology that is compliant with national standards. The ILHIE will focus on providing HIE core services that local and enterprise HIEs and providers will utilize in implementing HIE services.

The first phase of implementation will focus on providing centralized HIE core services that will meet all appropriate state and federal privacy and security standards. Local and enterprise HIEs and providers will utilize these core services in implementing their health information exchange services.

Each service listed below will be web-services accessible to authorized HIEs, payer and provider systems:

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- Master Patient Index
- Record Locator Service
- Provider Directory
- Payer Directory
- Public Health Entity Directory
- Consent Management
- Authentication Services
- Audit Services

Master Patient Index

The ILHIE will ensure the integrity of its patient database by utilizing a Unique Identifier (UID) for each patient. This UID will be the basis for providers to match their patients with available records. The ILHIE - Master Patient Index (MPI) will be initially populated from various sources including State Driver's License Files, Medicaid Claims data, and Commercial Claims data. The data uploaded into the MPI will be metadata and not clinical data. Subsequent patient data will be added through local HIE provider transactions.

Record Locator Service

The MPI and the RLS are coordinated software applications. Based on registration records submitted to the ILHIE - MPI, the ILHIE will be able to respond to on-line inquiries from HIEs and providers with a listing of providers that have previously registered the patient and therefore may be presumed to have health records available that are associated with that patient.

Web-Enabled Directories

The ILHIE will utilize directories to manage the exchange's user and workgroup registration, access rights, and security.

- *Provider Directory*: provide a web-service that will be a directory of all physician practices, hospitals, long-term care providers, labs, etc. including electronic routing information to allow messages to be routed to listed providers. One of the sources of data will be the Illinois Department of Professional Regulation's database of licensed professionals. Another will be provider files from payers – including Medicaid-- and it is strongly hoped that a Medicare directory will be made available to the States for this purpose.
- *Payer Directory*: provide a web-service that will be a directory of all payers operating in Illinois including electronic routing of information to allow messages to be routed to listed payers.
- *Public Health Entity Directory*: provide a web-service that will be a directory of all public health entities operating in Illinois including electronic routing of information to allow messages to be routed to listed entities.

Consent Management

The requirements of applicable State statute and HIPAA regulations will ultimately define the approach to consent management. The patient's decision to "opt-in" (patient agreement to include data in HIE); or "opt-out" (patient demands to exclude data from HIE) will drive what

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information may be transmitted through the HIE, with direct implications for the design and operation of the infrastructure. The various aspects of consent management options will be considered in conjunction with the privacy and security policies adopted by the Authority.

Authentication Services

One of the services that the ILHIE will provide will be authentication of individual users, provider systems, public health systems and local exchange systems that are authorized to access the web services provided by the ILHIE. Local exchanges will be expected to manage authentication services for physician, hospital and other stakeholder systems connecting to the local exchange. Authentication standards will be required to match the standards established by ONC in order to allow participation in interstate data exchange via the NHIN. Once these standards are fully defined, the ILHIE will enforce these standards in Illinois using its ability to regulate connection to the ILHIE and other regulatory capabilities in the legislation creating the IL HIE Authority.

The second phase of implementation will focus on the secure communications and message routing hub for designated Use Cases:

- Results Reporting
- CCD Exchange
- Public Health Reporting (Immunization Registry, Disease Registry, Reportable Lab Data)
- Intrastate Exchange
- Interstate Exchange

HIE in Illinois is expected to evolve over time. The State's Operational Plan, therefore, takes an incremental, phased-in approach to implementation. Different components will become operational at different times. This will require that all components (e.g. provider systems, payer systems, local exchanges, ILHIE) be designed with the ability to function independently if other components are not ready upon implementation. The components must also be designed with the capability to plug into the other components of the exchange as they become operational.

4

## Functional Architecture

The statewide HIE technical architecture is designed with a layering approach to achieve exchange and interoperability through local level data exchange and statewide facilitation. The statewide HIE will leverage Illinois' existing HIE investments and create a technology model that enhances what the local HIEs have either implemented or are implementing. The statewide HIE infrastructure is a **hybrid** model, utilizing the local HIEs exchanging clinical data in a coordinated manner among autonomous components - while the ILHIE will serve as a centralized, secure communications/message routing hub.

The local HIEs will operate with the expectation that all providers, that request HIE service, will be allowed to connect locally – facilitated through the ILHIE. Local HIEs will be required to provide HIE services to any hospital or physician provider in Illinois, regardless of location, in order to help ensure that hospitals and providers will have at least one HIE option available. Hospitals and physicians will be encouraged to connect through the closest local HIE but will have the ability to select the option that makes the most sense for them. Data exchange standards, rules and policies will be developed and implemented by the ILHIE, based on national standards developed by ONC and the NHIN, and the local HIEs will be required to adopt them in order to participate in the statewide HIE. A formal certification process will be implemented for the local HIEs before connection to the ILHIE is allowed. Enterprise HIEs and individual providers wishing to connect directly to the ILHIE will also be required to adhere to the same standards.

The statewide HIE architecture must be scalable, flexible, follow standards common to HIE infrastructures implemented nationwide and recognized in federal regulations and/or industry-consensus implementation guides and utilize relevant HIE technology.

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## Functional Requirements

*Information provided in response to this RFI is considered the property of the State and will be kept confidential by the State to the extent permitted by law.*

### Technical Architecture

1. Describe your Software as a Service (SaaS) architecture (*We are interested in hearing about all opportunities including utilizing SaaS and cloud computing methodologies*)
2. Describe your experience and ability to support the statewide core services noted in Section 3 of this RFI.
3. Provide a description of your operations available to serve Illinois:
  - a. Description of resources and ability to support phased implementation and on-going support.
  - b. Where are your support personnel located?
  - c. Are you willing to provide an all domestic support structure for Tier 1, 2 and 3 support?
  - d. Are you willing to provide a domestic hosted service?
4. Provide description of hot site back-up and supporting processes to achieve 99.99% up time with an indication of the uptimes that you normally provide. Delineate planned versus unplanned downtime.
5. Provide a summary description of your audit tracking including any standards use to format audit trails, auditing requirements and reporting (e.g. number of records, system performance, age of records, duplicate records, record purging).
6. Provide a summary description of your security and access controls.

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7. Provide a summary description of your data / record retention.
8. Describe the standards used to format your audit.

**Professional Services/Implementation**

1. Provide staffing model examples based on your experience and with the understanding of the goals of the ILHIE as noted in Section 3 of the RFI. This includes position descriptions and optional organizational models to assist the ILHIE in determining staffing functions to be performed by either State resources and/or by the responder.
2. Provide sample implementation plans, description of methodologies and templates that demonstrate your experience with state level HIEs.
3. Describe your ability to accelerate implementation cycles.
4. Describe your services and methods to integrate with local/regional MPI's.
5. Describe the services and resources that you propose in order to accomplish the successful implementation of the ILHIE based on the functionality rollout strategy provided in Section 3 of the RFI. Response should include but not be limited to:
  - a. Pre-Implementation Assessment.
  - b. Project Management – Including a detailed work plan outlining activities required to implement the ILHIE, and a description of project management methodologies, internal quality control processes, project communication methods, implementation and integration project plans and tools, and other project tools used to monitor and document the project's status and deliverables.
  - c. Training/Implementation – Including detailed information on supporting the rollout to identified users including activities for system build, data migration, interfaces, testing, and user training to support the successful implementation and operation of the ILHIE applications.

**Application Functionality**

1. Describe your ability to provide Patient Identity Management including the assignment of a unique identifier for each patient and database population as noted in Section 3 of the RFI.

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2. Describe your ability to provide a Provider Directory Service including database population as specified in Section 3 of the RFI and further, providing credentialing and licensure information for physicians.
3. Describe your ability to provide Consent Tracking and Management including capabilities related to managing consents for special categories of clinical data such as mental health, drug/alcohol abuse, HIV/Aids, etc.
4. Describe your ability to manage both *opt-in* and *opt-out* consent tracking and the ability to track consent revocation or status change.
5. Describe your ability to provide Record Locator Service.
6. Describe your ability to provide Secure Provider to Provider Messaging.
7. Describe your ability to support Public Health Meaning Use requirements.
8. Describe your ability to provide long-term functionality such as PHRs, clinical data exchange, and exchange of data amongst and between state agencies such as Medicaid.

**Maintenance Strategies**

Are all clients on the same version of your software?

If so, what is the client impact with upgrades?

If not, what triggers the upgrade and how do you maintain clients not on the current version?

If maintenance upgrades involve custom programming, how many of your customers have unique implementations as a result?

Do you ever incorporate custom solutions into a general product offering? If so, how many times have you done this?

What costs are associated with upgrades?

How often is your product upgraded?

**E. Responder HIE Vision and Strategy**

1. Describe your overall corporate strategy, vision and plans for HIE.
2. Describe your intent and capability to link to NHIN.

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3. Describe your strategy to be compatible with any specific requirements of working with NHIN Direct/Connect.
4. Describe any strategy to assist with education and outreach for consumers and providers include actual experiences and lessons learned.
5. Describe your strategy and capabilities to facilitate HIE between Illinois and other states.

**F. Pricing/Business Terms**

*Cost/pricing information for this RFI will be used as a measure for budgetary purposes only*

1. Provide solution description under Software as a Service (SaaS) model. We anticipate that an HIE technology vendor would be responsible for providing:
  - a. business continuity services
  - b. data center operations
  - c. performance management
  - d. security and auditing
  - e. software operations
  - f. system enhancements and upgrades
  - g. technical services including implementation, integration and on-going maintenance and support
2. Describe any upfront costs to the State.
3. Provide estimate ranges (within an order of magnitude) – preferably broken down by functional area – on product and implementation costs, including information on any comparable implementations.
4. Describe your financing and funding options to support the following objectives:
  - a. Assist the State in minimizing up front capital outlays to begin operations.
  - b. Describe specific approaches your organization is prepared to offer, including any creative approaches. Indicate where you have utilized these approaches, if applicable, working with other similar state level HIEs.

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5. Describe pricing models that your state HIE customers have used with success. This should include as a minimum, pricing models for local HIEs, hospitals, physicians, and payers for basic exchange functions.
6. Provide ROI information regarding key ILHIE use cases as noted in the appendix. Ideally, ROI information should be based on actual, measured results from HIE user entities if available.
7. Describe costs for Software as a Service (SaaS) functionality/ model on a one time and annual basis (for on-going costs). This includes all items noted in Pricing/Business Terms Item #1 (above) and:
  - a. hosting
  - b. data center operations
  - c. business continuity
  - d. internet service, telecommunication provisioning and security
  - e. System Maintenance and Operations Support Services (support services and staffing for ongoing operations would be expected as annual fees. Those costs would include:
    - o support for system operations
    - o system enhancement
    - o preventative maintenance
    - o operations support for such activities as help desk/customer service, enrollment, data/records management, and ongoing education/training.

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## **Response Format**

- 1) The State requests that Responders submit two (2) electronic (Microsoft Word Version 2003 or newer) and five (5) bound paper responses to this RFI, utilizing the following format:
  - A) Cover page:
    1. Organization name
    2. Organization address
    3. Contact information for the responder representative
  - B) Responder Profile.
    1. Provide a high-level description of your firm's current HIE application(s) including:
      - a. The types of programs and applications supported.
      - b. The architectural and nonfunctional frameworks.
    2. Provide your overall company revenue and net income over the past five years
      - a. Include the annual revenue from your HIE line of business over the past three years.
    3. Number of FTEs in the company dedicated to HIE product line/services. Please highlight those FTEs that are physically located in Illinois.
    4. Categorize the number of FTEs and employees by type: (i.e., implementation, application software development, data center operations, help-desk, on-going support/maintenance, other).
    5. If there are key vendor partners, please list and provide a description of their applications, services, role etc.
    6. The State of Illinois Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are

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minority, female or who have disabilities. Please describe your preparedness to engage BEP vendors within an HIE offering.

C) Customer/Client Profile

1. Provide the number of HIE customers, broken down by multi-stakeholder and single entity types and state level.
  - a. Provide a list of state level/statewide HIE customers, including the stage of implementation (i.e. planning, contract, completed).
- 2) Complete response to Section 5 of the RFI.
- 3) In addition, responders are permitted but not required to do the following:
  - A) Submit a response in partnership with one or more companies.
  - B) Extend their thinking and submission material beyond what was developed in other states or units of local government and describe a new, creative, or cutting edge solution that fits the unique context of Illinois State government.
  - C) Propose a specific plan for an onsite demonstration or session that the State may consider using in whole or in part.
  - D) Offer solutions for specific elements of an overall solution (e.g. rules engine technology or call center services); with the provision that it is explained how it will easily interface with the overall system.
  - E) Advise the State on a methodology or rationale for determining the order of implementation for the scope of their solution.
  - F) Offer their comprehensive vision for the future of HIE technology and how the State of Illinois should prepare for the next 3, 5, and 10 year period of evolution for that technology.
- 5) Demonstration of Products and Services

Based on the response to this RFI, OHIT may invite respondents to make oral presentations and conduct demonstrations of their products and services. Respondents who are selected to make presentations to OHIT will be notified.

A comprehensive demonstration of system or product functionality would be conducted at the Chicago OHIT site via either a live production or a test/development environment with representative data to ensure OHIT staff has the opportunity to observe complete system or software product capabilities.

**Appendices**

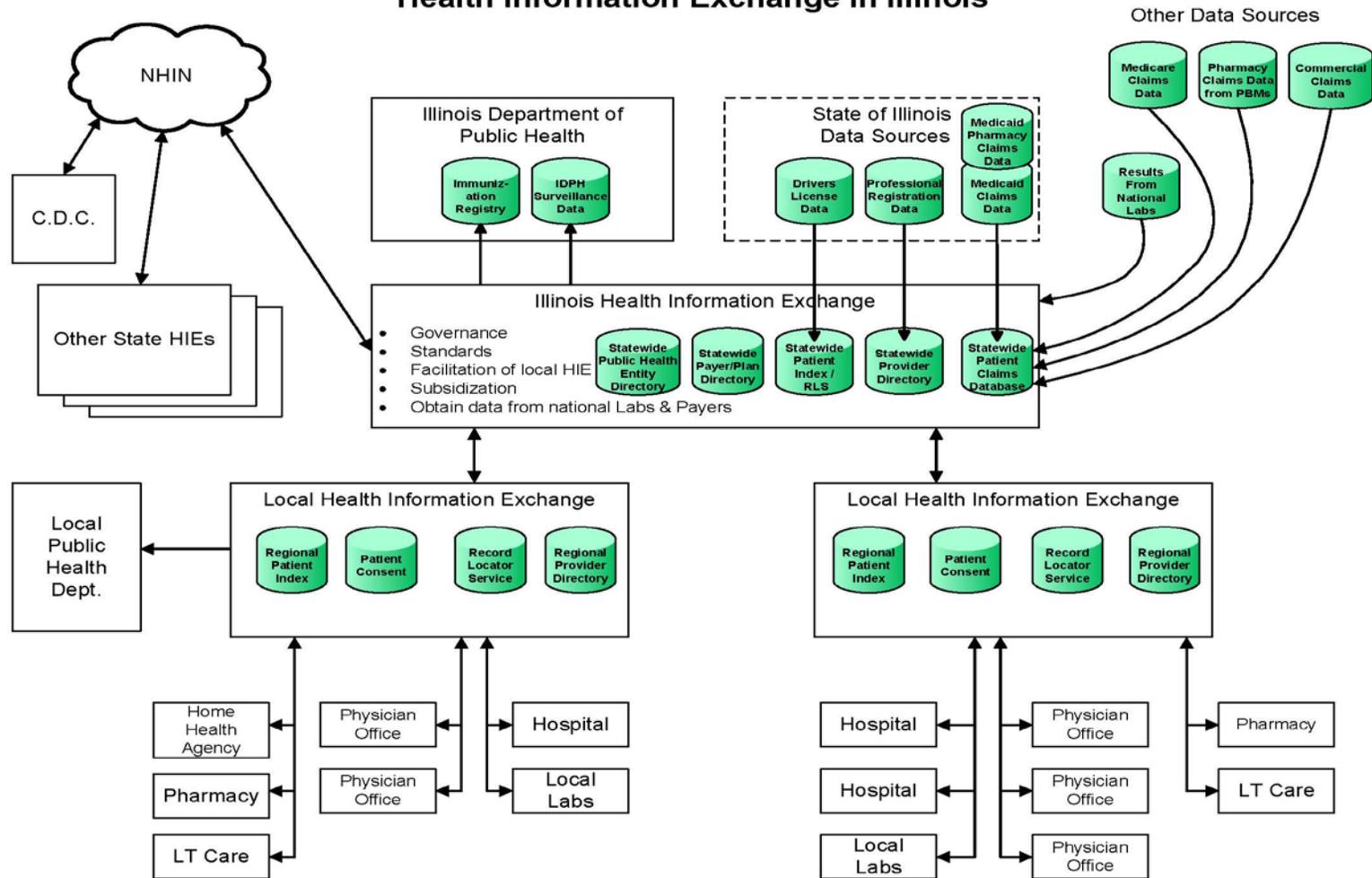
**A:** HIE in Illinois Diagram

**B:** Operational Plan Task Timeline – Technical Infrastructure

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Appendix A: Health Information Exchange in Illinois

Health Information Exchange in Illinois



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**Appendix B: Operational Plan Task Timeline – Technical Infrastructure**

<b>TECHNICAL INFRASTRUCTURE TASKS AND TIMELINE</b>				
<b>TASK #</b>	<b>TASK</b>	<b>RESOURCES</b>	<b>TIME FRAME FOR COMPLETION</b>	<b>% COMPLETE</b>
<b>ILHIE TECHNOLOGY ARCHITECTURE STAKEHOLDER ENGAGEMENT</b>				
<b>1</b>	Establish Technology and Interoperability Work Group and develop work group purpose, goals, and objectives	OHIT	June, 2010 Status: COMPLETED	<b>100</b>
<b>2</b>	Complete Technical Infrastructure domain specific section of Strategic and Operational Plan utilizing stakeholder input	OHIT; IL HIE Advisory Committee; Technology and Interoperability Work Group	July, 2010 Status: COMPLETED	<b>100</b>
<b>3</b>	Prioritize work group tasks for implementation phase	OHIT; Technology and Interoperability Work Group	July, 2010 Status: COMPLETED	<b>100</b>
<b>ARCHITECTURE DESIGN</b>				
<b>1</b>	Develop and prioritize Use Cases for statewide HIE in accordance with Meaningful Use and NHIN requirements	OHIT; Technology and Interoperability Work Group	July - September, 2010 Status: COMPLETED	<b>100</b>
<b>2</b>	Review statewide HIE system architecture for validation of architecture concept	OHIT; Technology and Interoperability Work Group	August – September, 2010 Status: COMPLETED	<b>100</b>
<b>3</b>	Develop Request for Information (RFI) to formally obtain information from	OHIT; Technology and Interoperability Subject Matter Experts	October – December, 2010 Status: IN PROGRESS	<b>10</b>

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	vendors related to the provision of products and services that can fulfill the requirements of a State level HIE	<b>INTERDEPENDENCY: LEGAL &amp; POLICY BUSINESS &amp; TECH OPS</b>		
<b>ARCHITECTURE IMPLEMENTATION</b>				
<b>1</b>	Develop Business and Technical Requirements for the ILHIE Implementation Vendor RFP	OHIT; Technology and Interoperability Subject Matter Experts; IL HIE Authority; Interns <b>INTERDEPENDENCY: LEGAL &amp; POLICY</b>	December 2010 – January 2011 Status: NOT STARTED	-- --
<b>2</b>	Initiate and complete the ILHIE Implementation Vendor RFP procurement process in accordance to the Illinois Procurement Code and Procurement Policies and Procedures	OHIT; Technology and Interoperability Subject Matter Experts; IL HIE Authority; Interns <b>INTERDEPENDENCY: BUSINESS &amp; TECH OPS LEGAL &amp; POLICY</b>	February – July, 2011 Status: NOT STARTED	-- --
<b>3</b>	Develop detailed technical architecture implementation plan in conjunction with the contracted Vendor	OHIT; Technology and Interoperability Subject Matter Experts; Vendor	August - September, 2011 Status: NOT STARTED	-- --
<b>4</b>	Conduct ILHIE system build and test	OHIT; Vendor	October - December, 2011 Status: NOT STARTED	-- --
<b>5</b>	Conduct integration planning and testing with local and enterprise HIEs	OHIT; Vendor; Local HIEs	January – March, 2012 Status: NOT STARTED	-- --
<b>6</b>	“Go/No- Go” – Approval to go-live with functionality based on results of testing	OHIT; Technology and Interoperability Work Group; IL HIE Authority	April, 2012 Status: NOT STARTED	-- --

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<b>7</b>	Begin Core Phase implementation (Master Patient Index; Record Locator Service; Provider Directory; Payer Directory; Public Health Entity Directory; Authentication Services)	OHIT; Vendor	April, 2012 Status: NOT STARTED	-- --
<b>8</b>	Conduct risk assessment and employ mitigation strategies	OHIT; Technology and Interoperability Work Group; Vendor; IL HIE Authority <b>INTERDEPENDENCY: BUSINESS &amp; TECH OPS</b>	April – May, 2012 Status: NOT STARTED	-- --
<b>9</b>	Revise planning and implementation based on findings of assessment	OHIT; IL HIE Authority	June, 2012 Status: NOT STARTED	-- --
<b>10</b>	Begin Peripheral Phase implementation (Use Cases)	OHIT; Vendor	June, 2012 Status: NOT STARTED	-- --
<b>11</b>	Conduct risk assessment and employ mitigation strategies	OHIT; Technology and Interoperability Work Group; Vendor; IL HIE Authority <b>INTERDEPENDENCY: BUSINESS &amp; TECH OPS</b>	July – August, 2012 Status: NOT STARTED	-- --
<b>12</b>	Revise planning and implementation based on findings of assessment	OHIT; IL HIE Authority	September, 2012 Status: NOT STARTED	-- --
<b>ONGOING EVALUATION</b>				
<b>1</b>	Continue to monitor ONC and NHIN developments to ensure technical infrastructure compliance with national standards and protocols	OHIT; Technology and Interoperability Work Group; IL HIE Authority	August, 2010 – January, 2014 Status: IN PROGRESS	-- --

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2	Continue to monitor meaningful use developments to ensure technical infrastructure compliance with national standards and protocols	OHIT; Technology and Interoperability Work Group; IL HIE Authority	August, 2010 – January, 2014 Status: IN PROGRESS	-- --
3	Evaluate the performance of the statewide HIE to identify lessons learned and incorporate best practices	OHIT; Technology and Interoperability Work Group; IL HIE Authority	August, 2010 – January, 2014 Status: IN PROGRESS	-- --
4	Conduct risk assessment and employ mitigation strategies	OHIT; Technology and Interoperability Work Group; IL HIE Authority	August, 2010 – January, 2014 Status: IN PROGRESS	-- --
5	Develop services that enhance HIE as dictated by meaningful use requirements and as a result of the findings of state and national HIE performance assessments	OHIT; Technology and Interoperability Work Group; IL HIE Authority <b>INTERDEPENDENCY: LEGAL &amp; POLICY BUSINESS &amp; TECH OPS</b>	August, 2010 – January, 2014 Status: IN PROGRESS	-- --
6	Develop interstate interoperability connectivity	OHIT; Technology and Interoperability Work Group; IL HIE Authority <b>INTERDEPENDENCY: LEGAL &amp; POLICY BUSINESS &amp; TECH OPS</b>	January, 2012 – January, 2014 Status: NOT STARTED	-- --

# Appendix J: Request for Proposals, Health Information Exchange Business Plan Resource

## STATE OF ILLINOIS SOLICITATION DOCUMENT

Health Information Exchange Business Plan Resource RFP  
2011-00-002

The Illinois Office of Health Information Technology (AGENCY, OFFICE, OHIT) is requesting Offers (proposals) from responsible Vendors to meet the State's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

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

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

### Brief Description:

The federal Office of the National Coordinator for Health Information Technology (ONC) awarded an \$18.8M grant to Illinois through the State Cooperative Agreement Program (Cooperative Agreement Program) to support states in establishing Health Information Exchange (HIE) capacity among health care providers and hospitals. Per the grant requirements, OHIT has submitted the Illinois HIE (ILHIE) Strategic and Operational Plan, along with a preliminary 4-year budget, to the ONC. In parallel to those documents being reviewed by the ONC, OHIT must also develop a sustainability plan that maps a path for financial sustainability of the ILHIE. The sustainability plan will identify feasible public and private financing mechanisms capable of supporting governance and operations beyond the grant funding, and compile these strategies into a formal business plan document. OHIT is seeking consultative assistance and subject matter expertise to conduct the research and analysis needed to construct a sustainable statewide HIE business model for the Illinois HIE.

This RFP contains a minimum Business Enterprise Program (BEP) utilization goal of 10%.

The solicitation package consists of two parts:

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

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

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

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

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

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

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

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

**Public Act 95-971 contains registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See [www.purchase.state.il.us](http://www.purchase.state.il.us) for additional information.**

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

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

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

ATTN: Diego Estrella  
Illinois Office of Health Information Technology  
100 W. Randolph St.  
JRTC Suite 2-201  
Chicago, IL 60601  
diego.estrella@illinois.gov

Phone: 312-814-1536  
Fax: 312-814-1468

TDD: 800-526-5812

**Please note that any written or oral communications received by the Project Contact that imparts or requests material information or makes a material argument regarding potential action concerning this procurement shall be reported to the Procurement Policy Board as required by Public Act 96-0795. When an oral communication is made by a person required to register under the Lobbyist Registration Act (25 ILCS 170) and received by a State employee, all individuals who initiate or participate in the communication shall submit a written report to that State employee memorializing the communication and for reporting to the Procurement Policy Board.**

**1.2 VENDOR CONFERENCE / SITE VISIT:**  Yes  No

We will only accept questions in writing (via email to the Project Contact listed above in RFP Section 1.1). We will provide written responses to questions, and only those written responses shall be binding. Questions must be received by close of business (5:00 PM Central Standard Time - CST) on October 28, 2010. Responses will be posted on the Illinois Procurement Bulletin.

**1.3 OFFER DUE DATE, TIME AND SUBMISSION LOCATION:** Due Date: 11/08/2010 Time: 2:00 p.m.

**DELIVER OFFERS TO:  
CONTAINER:**

Illinois Office of Health Information Technology  
c/o Department of Healthcare and Family Services  
Attn: Office of State Purchasing Officer  
2200 Churchill Road, A-1  
Springfield, IL 62702

**LABEL OUTSIDE OF ENVELOPE /**

HIE Business Plan Resource RFP  
Due Date: 11/08/2010 @ 2:00 p.m.  
[Vendor Name & Address]

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

**1.4 NUMBER OF COPIES:** You must submit a signed original and 5 copies of the Offer in a sealed container. In addition, you must submit 2 copies on CD in MS WORD format. If this is an RFP of either type you must submit separate CDs for technical and price with the price CD sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede OHIT's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). If Minority, Female, and Person with Disability Subcontracting is marked "YES", you must also submit one (1) original and one (1) copy of your Utilization Plan in a separate sealed envelope within your Offer container.

**In accordance with Public Act 95-971, if you are required to submit the State Board of Elections Registration Certificate and fail to do so, your bid / proposal will be disqualified.**

**1.5 OFFER FIRM TIME:** Your Offer must remain firm for 90 days from opening.

**1.6 SECURITY:** Bid Bond \$ N/A Performance Bond \$ N/A.

**1.7 PROTEST REVIEW OFFICE:**

EXECUTIVE ETHICS COMMISSION  
c/o Department of Healthcare and Family Services  
Attn: Office of State Purchasing Officer  
2200 Churchill Road, A-1, Springfield, Il 62702

Ph: 217-557-4253  
Fax: 217-557-6745  
TDD: 800-526-5812

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

**1.8 SMALL BUSINESS SET-ASIDE:**  Yes  No. If "Yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit [http://www.sell2.illinois.gov/bep/Set\\_Aside.htm](http://www.sell2.illinois.gov/bep/Set_Aside.htm).

**1.9 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING:**  Yes  No. If "Yes" is marked, this solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. In addition to the number of copies requested above, **you must submit an original and 1 copy of the Utilization**

**Plan and Letter of Intent, sealed separately within the offer container.** Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at [Susan.Hartman@illinois.gov](mailto:Susan.Hartman@illinois.gov) or (312) 814-2200. prior to submission of bids or proposals. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)). Firms included on Utilization Plans as meeting BEP requirements as prime or sub-contractors must be certified by CMS as BEP vendors prior to contract award. Go to [http://www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements for BEP certification.

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

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

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

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

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

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

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

## SECTION 2 - HOW WE WILL EVALUATE OFFERS

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

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

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

2.2.2 RESPONSIBILITY: We will determine whether you are a “Responsible” Vendor; a Vendor with whom we can or should do business.

- i. A “Responsible” vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract. Evidence of good standing can include Certificate of Good Standing, copy of assumed name certificate from home county, etc.
- ii. Public Law 96-0795 provides that a “prohibited bidder” includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.
- iii. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

You must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may terminate the Contract, consistent with the termination for cause provision of this Contract, if the Vendor lacks the financial resources to perform under the Contract. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

2.2.3 RESPONSIVENESS: We will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

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

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

We will determine how well Offers meet the Responsiveness requirements. We will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who receive fewer than the minimum required points will not be considered for Price evaluation and award.

If we do not consider the Price to be fair and reasonable and we cannot negotiate to an acceptable Price, we reserve the right to cancel the award and take appropriate action to meet our needs. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below.

2.3.1 The chart below shows the elements of Responsiveness that we will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 300.

<u>Responsiveness Elements</u>	<u>Maximum Responsiveness Points</u>
<b>Understanding the Task.</b> This refers to the Vendor's understanding of the needs of the Office, the objective in developing a business and financial sustainability plan, and the nature and scope of the work involved.	20
<b>Work Plan.</b> The preliminary work plan will document the Vendor's understanding of the Supplies and Services in this RFP. This evaluation will be based upon data presented in the preliminary work, and, alignment with the milestones and deliverables.	150
<b>Consulting Firm's Qualifications.</b> This includes the demonstrated ability of the Vendor to perform the required work in a qualified and timely manner and considers previous experience related to developing business plans for Health Information Exchange networks and/or Electronic Health Record projects, and/or similar work experience with references.	30
<b>Personnel Qualifications.</b> This refers to the competence of the professional personnel who are assigned to the job by the Vendor. Qualifications of professional personnel will be measured by education and experience, with particular emphasis on experience in the healthcare market, and, with business and financial sustainability plans.	60
<b>Soundness of Approach.</b> Emphasis here is on the techniques for collecting and analyzing data, statistical comparisons to be used, sequence and relationships of major steps, methods of managing the investigation and cost/benefit considerations of recommendations.	40
<b>Vendor Interviews.</b> If OHIT decides to conduct interviews, only those vendors whose proposals are considered most responsive (based on the evaluation criteria shown above) will be invited to interview. Interview evaluation criteria will be announced in OHIT interview invitations. The points awarded in the five above listed elements may be adjusted as a result of the vendor interviews.	

The **minimum** Total Responsive Elements **points** for Price consideration is 200.

2.3.2 The total number of points for Price is 200. We will determine Price points using the following formula:

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

2.3.3 The maximum number of points is 500 (Responsiveness 300 + Price 200).

## **SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK**

### **3.1 AGENCY'S NEED FOR SERVICES**

The Illinois Office of Health Information Technology (OHIT) was created under Executive Order 2010-1 by the Governor to address the development of a statewide Health Information Exchange (HIE), which will allow Illinois' healthcare providers to electronically share health information in a secure environment. In February 2010, Governor Quinn announced that Illinois would receive \$18.8 million in federal grants to develop a statewide HIE.

Per the grant requirements, OHIT submitted the Illinois HIE (ILHIE) Strategic and Operational Plan, along with a preliminary 4-year budget, to the federal Office of the National Coordinator for Health Information Technology (ONC). In parallel to those documents being reviewed by the ONC, OHIT must also develop a sustainability plan that maps a path for financial sustainability of the ILHIE over the next five years. The sustainability plan will identify feasible public and private financing mechanisms capable of supporting governance and operations beyond the grant funding, and compile these strategies into a formal business plan document. OHIT is seeking assistance and subject matter expertise to conduct the research and analysis needed to construct a sustainable statewide HIE business model for the Illinois HIE.

It is also a goal of this procurement that the selected vendor should achieve a minimum of 10% of the total contract with participation by businesses owned or controlled by minorities, females or by businesses owned or controlled by persons with disabilities.

### **3.2 SERVICES REQUIRED**

Vendor shall provide a preliminary work plan with their proposal covering all aspects of the project. The work plan must provide for active participation and coordination with OHIT Staff. The work plan shall include the necessary steps to meet the goals and objectives specified in RFP Section 3.2.1 through 3.2.4. The preliminary work plan must explain the Vendor's general approach to constructing a sustainable statewide HIE business model, describe the proposed modeling tools and provide sample work product for these tools, and, explain how OHIT would evaluate the cost of each planned core service of the statewide HIE. Vendor shall include, in their work plan response, an estimate of the hours required for each functional area and work step for each Vendor position (e.g. manager, consultant, analyst, etc.).

3.2.1 Vendor will develop and provide a comprehensive five-year Illinois HIE business and financial sustainability plan document that must include all the items listed below.

3.2.1.1 Research and analysis of cost and financial information for existing Health Information Exchange (HIE) initiatives and similar technology and/or health care systems.

3.2.1.1.1 Include methods to leverage existing resources and products developed in-state and by other states and/or the federal government.

3.2.1.2 Financing principles and strategies to sustain the statewide HIE, which align with Illinois Strategic and Operational Plan goals and objectives.

3.2.1.2.1 Describe and analyze existing and potential revenue sources (e.g., subscription fees, data transaction fees, state funding, grant funding), and clearly address the feasibility of each revenue stream and suggest options for mixtures or combinations of revenue options.

3.2.1.2.2 Compare and contrast public versus private funding streams and recommended mix to achieve sustainability.

3.2.1.2.3 Identify funding use restrictions and/or match requirements by funding source as described in the Illinois Strategic and Operational Plan.

3.2.1.2.4 Depict consequences and/or impacts when funding decisions are enacted based on local healthcare marketplace factors in Illinois, anticipating how responses of all key stakeholder groups (payer, provider, purchaser, government) might impact recommended financing options.

3.2.1.2.5 Provide funding options sufficient to show a pathway to financial sustainability, consider ways in which those options may need to change based upon changes in the level of functionality of the HIE (i.e., as services become available to additional providers, and as additional HIE services are offered) and assumptions of the health care landscape.

3.2.1.3 Baseline metrics that will form the assumptions used in the business and financial sustainability plan. The document shall summarize baseline metrics, including the data source(s) and calculation assumptions and methods.

3.2.1.3.1 Provide the number of health care providers in Illinois by provider type, including, but not limited to: hospital, ambulatory (clinic and office-based), home health, pharmacy, laboratory, radiology, long-term care, ambulatory surgery, nursing home, public health, and behavioral health.

3.2.1.3.2 Provide the number of health care providers in Illinois by provider type, at different levels of Electronic Health Record (EHR) adoption and implementation.

3.2.1.3.3 Provide the provider network and broadband capabilities for connecting to the statewide HIE.

3.2.1.3.4 Provide the aggregated claims information to serve as an indicator of health care utilization and potential cost savings.

3.2.1.4 Return on Investment (ROI) metrics including:

3.2.1.4.1 Identification of potential costs, benefits, savings, and/or cost avoidance (e.g., workflow efficiencies, reduced redundancy in laboratory tests, avoidance of emergency visits) for each stakeholder group (i.e., health care providers, consumers, payers, businesses, state and federal government, and taxpayers).

3.2.1.4.2 Changes in health care utilization (e.g., redundant lab tests and imaging, unnecessary readmissions, hospital lengths of stay, improved adherence to preventive care/disease management clinical guidelines).

3.2.1.5 Five-year revenue and expense projections for the Illinois HIE business operations (e.g., personnel, marketing, HIE infrastructure, evaluation) and services (e.g., Continuity of Care Document, labs, e-prescribing, immunizations).

3.2.1.5.1 Provide Pro-forma budgets and income statements based upon realistic and feasible information.

3.2.2 Vendor will coordinate and align the business and financial sustainability plan with related Illinois HIE Strategic and Operational Plan activities, including business operations, evaluation, governance and finance, and HIE infrastructure.

**3.2.2.1 Project potential revenue sources and estimated revenue for all of the planned core services of the statewide HIE.**

**3.2.2.2 Assess the willingness of potential revenue source entities to fund the cost of the planned HIE services and any additional services that would generate revenue.**

3.2.3 Provide a transparent and flexible financial modeling tool(s) that:

3.2.3.1 Considers potential provider use and volume of HIE services (e.g., Continuity of Care Documents, lab results, e-prescribing, immunizations).

3.2.3.2 Identifies and categorizes HIE costs and savings over time, including project capital, start-up, and on-going financing, from pilot stage, phased roll-out, and eventually full statewide implementation.

3.2.3.3 Enables the ability to analyze results by data supplier (e.g., hospital, clinic, pharmacy, public health), data consumer (e.g., public health, payers, providers), and function/HIE service type (e.g., immunization records, lab test results).

3.2.3.4 Provides front-end analysis that can change with assumptions (e.g., dashboard reports which easily summarize and analyze the data collected).

3.2.3.5 Allows for the tracking and analysis of on-going results as the HIE matures and service lines and participation levels change over time.

3.2.3.6 Reports aggregated data in a format easy to use, read, and copy to other reporting formats (e.g., Microsoft Excel).

3.2.4 Vendor may be retained by OHIT (optional services at State's discretion) to conduct up to two (2) retrospective reviews to revise the business and financial sustainability plan beginning at 16 months and/or 22 months post contract effective date, including:

3.2.4.1 Collection and compilation of metrics outlined in RFP Section 3.2.1.3 to determine advances in health IT adoption, utilization, efficiencies and cost savings.

3.2.4.2 Determine accuracy of initial Return on Investment metrics and revenue and expense projections.

3.2.4.3 Review business and financial progress of the statewide HIE.

3.2.4.4 Revise business and financial sustainability plan for a five-year projection from the date of the retrospective review and revision.

3.2.4.5 Develop and submit a final report with recommendations to maintain and advance sustainability of the statewide HIE.

**Do Not include Budget Pricing in your Response to RFP Section 3. Price Proposal must be submitted in a separate sealed envelope.**

3.2.5 Budget: One budget will be submitted with the Vendor's Price Proposal which will identify forecasted expenditures for the period of the contract. The Budget must clearly note total cost with separate totals for initial business and financial sustainability plan document, and, two optional iterations of the plan (beginning at 16 months and/or 22 months post contract effective date). Budget must separately identify any fixed costs, as well as hourly rates for each Vendor position (e.g. manager, consultant, analyst, etc.) and the estimated hours required by Vendor position for each functional area and work step.

### **3.3 MILESTONES AND DELIVERABLES**

3.3.1 Submit weekly update reports to OHIT including the following data:

- 3.3.1.1 Summary of work completed to date
- 3.3.1.2 Projection of work to be completed in the coming weeks
- 3.3.1.3 Hours worked on sustainability plan
- 3.3.1.4 Estimate of hours remaining to be worked on sustainability plan
- 3.3.1.5 Estimate percent completion of work on each plan task.

3.3.2 Develop a detailed work plan and submit to OHIT in writing within 10 business days post contract effective date.

3.3.3 Initiate data collection and validation of value model estimates and develop an initial value model for the ILHIE and submit to OHIT in writing within 20 business days post contract effective date.

3.3.4 Refine and finalize value model and key scenarios based on additional data and deliver initial value model to OHIT in writing within 25 business days post contract effective date.

3.3.5 Deliver preliminary draft business and financial sustainability plan, in hard copy, to OHIT within 25 business days post contract effective date.

3.3.6 Deliver final business and financial sustainability plan document, in hard copy, to OHIT by December 28, 2010.

3.3.7 If requested, conduct a retrospective review with revisions to the business and financial sustainability plan at 16 months post contract effective date.

3.3.8 If requested, conduct second retrospective review with revisions to the business and financial sustainability plan at 22 months post contract effective date.

### **3.4 REPORTING, STATUS AND MONITORING**

3.4.1 At the State's option the Parties will work together to monitor performance during the contract and any warranty term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important.

3.4.2 Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

### **3.5 VENDOR AND STAFF REQUIREMENTS**

3.5.1 The vendor shall determine staffing or personnel requirements to sufficiently uphold the terms of the contract and proposed services. Vendor shall employ a full time Project Manager who shall have a day-to-day authority to manage the project, in coordination with OHIT. The Project Manager must be available to OHIT during regular business hours of Agency operation. Vendor shall not hire a new Project Manager or replace the existing Project Manager without prior approval from OHIT. A resume should be submitted with the proposal.

3.5.1.1 Vendor requirements

3.5.1.1.1 Company's organizational structure

3.5.1.1.2 Number of years in business (preferably greater than 5 years)

3.5.1.1.3 Experience (preferably in HIE, healthcare, and/or, with business and financial sustainability plans)

3.5.1.2 Staff requirements

3.5.1.2.1 Education [preferably postgraduate degree(s) in Business Administration and/or Finance]

3.5.1.2.2 Experience (preferably 3 to 5 years in healthcare and/or with business and financial sustainability plans)

3.5.2 The vendor shall provide resumes for the key staff (and subcontractor) resources who will be directly engaged in providing services under this contract. These resources will be measured by education and experience, with particular emphasis on postgraduate degree(s) in Business Administration and/or Finance, AND, experience in the healthcare market and/or with business and financial sustainability plans.

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

If yes, you must identify in RFP Section 7.6 the names and addresses of all subcontractors you will be using in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. Subcontractors” are those specifically hired to provide to the Vendor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. We may request updated information at any time.

3.5.4 References: You must provide references from established private firms or government agencies, (four preferred; two of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with the responsibility forms. Similar type work experience will be evaluated for responsiveness. Services related to developing business plans for Health Information Exchange networks and/or Electronic Health Record projects are preferred.

**3.6 WHERE SERVICES ARE TO BE PERFORMED**

3.6.1 Work Location Disclosure: Vendor shall disclose in RFP Section 7.7 the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

**3.7 OTHER SPECIFICATIONS**

3.7.1 The Vendor shall develop and provide a comprehensive five-year Illinois HIE business and financial sustainability plan.

3.7.2 The Vendor shall coordinate and align the business and financial sustainability plan with related Illinois HIE Strategic and Operational Plan activities, including business operations, evaluation, governance and finance, and HIE infrastructure.

3.7.3 At the request of the State, the Vendor shall conduct a retrospective review and revision of the business and financial sustainability plan beginning at 16 and/or 22 months post contract effective date.

3.7.4 The Vendor shall maintain an open, collaborative relationship with the State.

3.7.5 The State shall provide Vendor with baseline provider assessments of acute care hospitals and provider practices for use in developing the business and financial sustainability plan.

3.7.6 The State shall establish and monitor performance standards.

3.7.7 The State shall monitor performance results against standards, conduct audits to confirm the validity of the performance results reported.

**3.8 TERM OF CONTRACT**

OHIT intends to contract with the successful Vendor for an effective term of 24 months from the contract execution date.

**3.9 RENEWAL**

The resulting Contract may not be renewed.

End of Instructions

## SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title / Reference # **Health Information Exchange Business Plan Resource RFP / #2011-00-002**

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

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty a business offense and shall be fined.

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

### **We have:**

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

Signed on the space(s) provided.

### **Acknowledgment of Amendments**

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

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

Designated number of copies

Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.

Completed Responsibility Forms packet

Business and Directory Information

Disclosures and Conflicts of Interest

Completed and Signed Taxpayer Identification Number form

Completed Minority, Female and Person with Disability Status and Subcontracting form (**Required**)

References (**Required**)

Political Contributions

**We have made the certification required by Public Act 95-971 and attached the State Board of Elections certificate of registration, if required.**

Response to **Statement of Work/Specifications/Qualifications** and **Price** sections completed and submitted in **separate sealed envelopes** in the Offer package.

### **Exceptions:** In preparing the Offer we have taken (check one)

No Exceptions

Exceptions to the State's language or requirements in the following sections of the Offer:

Contract

Responsibility forms

Details of the exceptions are shown (check one)

in the text of each section of the Offer

\_\_\_\_\_ on a separate labeled attachment

**Domestic Products (check one)**

\_\_\_\_\_ We are not making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).

\_\_\_\_\_ We are making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517). After reading the Act we certify we are eligible and that the following product or products bid or proposed in response to this solicitation meet the requirements of the Act. Check and complete as applicable:

\_\_\_\_\_ All products

\_\_\_\_\_ The following individual products (show line item if applicable)

\_\_\_\_\_  
\_\_\_\_\_

**Request for Confidential Treatment (check one)**

\_\_\_\_\_ We are not requesting confidential treatment for this Offer.

\_\_\_\_\_ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. **We have supplied an additional copy of the Offer with confidential information deleted.** In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

**Protests and Negotiations**

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

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

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
(Vendor name and DBA)

\_\_\_\_\_  
(Signature of party authorized to bind the named Vendor)

---

Printed Name

Title

---

Address

Phone

Fax

E-mail

---

## **SECTION 5 - RESPONSIBILITY FORMS**

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

You will need to:

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

Business and Directory Information

Disclosures and Conflicts of Interest

Minority, Female, Person with Disability Status and Subcontracting

Political Contributions

Complete and sign the:

Taxpayer Identification Form

Attach references, if required

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

## Business and Directory Information

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

Show # \_\_\_\_\_ or attach proof of application.

## DISCLOSURES AND CONFLICTS OF INTEREST

**Instructions:** Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

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

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

Name of Vendor: \_\_\_\_\_

D/B/A (if used): \_\_\_\_\_

Name of any Parent Organization: \_\_\_\_\_

### **Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor.** *(All Vendors must complete this section)*

*Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.*

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

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

**OR**

- b. If Vendor is a privately held corporation with more than 400 shareholders

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

**OR**

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

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

- 1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes  No

- 2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

Yes  No

- 3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

Yes  No

- 4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

Yes  No

- 5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: \_\_\_\_\_. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):  
0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 2.0% \_\_\_\_\_ >2.0 to 3.0 % \_\_\_\_\_ > 3.0  
to 4.0% \_\_\_\_\_ %  
>4.0 to 5.0% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %

- 6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship     Stock     Partnership     Other (explain) \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

- ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using

the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here \_\_\_\_\_.

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

**Section 2: Section 50-13 Conflicts of Interest** *(All Vendors must complete this section)*

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

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

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

Check One:  No Conflicts Of Interest  
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

**Section 3: Debarment/Legal Proceeding Disclosure** *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Professional licensure discipline	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Bankruptcies	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Criminal felony convictions	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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**Section 4: Disclosure of Business Operations with Iran** *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before

submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

or

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

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

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

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

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

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**Section 5: Current and Pending Contracts** *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes  No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

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**Section 6: Representative Lobbyist/Other Agent** *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes  No

If yes, please identify each agent / lobbyist, including name and address.

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Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

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Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

**This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.**

This Disclosure information is submitted on behalf of: \_\_\_\_\_

\_\_\_\_\_

(Vendor/Subcontractor Name)

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

### **Minority, Female, Persons with Disability Status and Subcontracting**

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

**Contract Goal to be achieved by the Vendor:** This contract includes a specific Business Enterprise Program (BEP) utilization goal of 10% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

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

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit [http://www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

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

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

**Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at [www.sell2.illinois.gov/bep/Small\\_and\\_Diverse\\_Businesses.htm](http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

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

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

1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.

3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.

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

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

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

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

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

(a) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect

to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

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

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

**Good Faith Effort Procedures:** If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

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

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

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

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

(d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some

additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

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

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

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

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

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

3) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.

If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

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

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

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

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

- (a) Unavailability after receipt of reasonable notice to proceed;
- (b) Failure of performance;
- (c) Financial incapacity;

- (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
- (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
- (g) The certified vendor's withdrawal of its bid or proposal; or
- (h) Decertification of the certified vendor.

4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

5) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

6) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.

7) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.

8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

9) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

10) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed separately within the offer container.**

\_\_\_\_\_ (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for \_\_\_\_\_. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

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

Vendor's person responsible for compliance:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ extension \_\_\_\_\_

Email: \_\_\_\_\_

We submit one (1) of the following statements:

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

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

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

**Section I  
Utilization of Certified Vendors**

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

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

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

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

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

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

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

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

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

or,

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

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

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing

further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

## Section II

### Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

#### Section II A

##### Good Faith Efforts Checklist

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

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

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

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

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

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

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

#### Section II B

##### Good Faith Efforts Contacts Log for Soliciting BEP Sub-consultant, Subcontractor or Supplier Participation

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

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached
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**Letter of Intent (LOI)  
Between Prime Vendor and Certified Vendor**

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

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

Project Name \_\_\_\_\_ Project/Solicitation Number: \_\_\_\_\_

Name of Prime Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Type of agreement:  Services  Supplies  Both Services/Supplies

Type of payment:  Lump Sum \_\_\_\_\_  Hourly Rate \_\_\_\_\_  Unit Price \_\_\_\_\_

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

Description of work to be performed by certified vendor:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

**Certified Vendor** (Company Name and

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the State after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, [www.elections.il.gov](http://www.elections.il.gov). Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971 check the following certification that applies to you:

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

or

Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

## TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If 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.) |

Corporation providing or billing  
applicable tax classification)  
medical and/or health care services

Corporation NOT providing or billing  
medical and/or health care services

Limited Liability Company (select

D = disregarded entity

C = corporation

P = partnership

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SECTION 6 - RESPONSIVENESS**

For this solicitation, you will need to respond to each of the points identified in Section 3 of the Solicitation. Please follow the directions as specified in Section 3.

**SECTION 7 - PRICE**

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

**7.1 METHOD AND RATE OF COMPENSATION:** Identify the method of charging (hourly, daily, project, item, or other method) and provide the rate or price for each type of supply or service. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts and any other available allowances. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.

- Hourly \_\_\_\_\_
- Monthly \_\_\_\_\_
- Annually \_\_\_\_\_
- Project \_\_\_\_\_ Please submit Budget as specified in RFP Section 3.2.5
- Item (show unit of measure and rate) \_\_\_\_\_

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

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

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

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

**7.6 SUBCONTRACTORS:** Will you be using any subcontractors?  Yes  No

If yes, you must identify below the names and addresses of all subcontractors you will be entering into a contractual agreement with a total value of \$25,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to 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. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_

Address \_\_\_\_\_ Description of work \_\_\_\_\_

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_

Address \_\_\_\_\_ Description of work \_\_\_\_\_

All subcontracts must include the **Subcontractor Standard Certifications** and the **Disclosures and Conflicts of Interest**, completed and signed by the subcontractor.

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

Location where services will be performed \_\_\_\_\_  
Value of services performed at this location \_\_\_\_\_

Location where services will be performed \_\_\_\_\_  
Value of services performed at this location \_\_\_\_\_

All subcontracts must include the **Subcontractor Standard Certifications** and the **Disclosures and Conflicts of Interest**, completed and signed by the subcontractor.

**SECTION 8 - CONTRACT**

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

**CONTRACT**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

- 1. TERM AND TERMINATION**
- 2. DESCRIPTION OF SUPPLIES AND SERVICES**
- 3. PRICING**
- 4. STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. STANDARD CERTIFICATIONS**
- 6. DISCLOSURES AND CONFLICTS OF INTEREST**
- 7. SUPPLEMENTAL PROVISIONS**

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

**VENDOR**  
(Vendor Name) \_\_\_\_\_  
\_\_\_\_\_

**STATE OF ILLINOIS**  
(Procuring Agency Name) \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
\_\_\_\_\_

Official Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Designee Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_

E-mail \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**CHIEF PROCUREMENT OFFICER**

Official Signature \_\_\_\_\_

Designee Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

**STATE USE ONLY  
PROVISIONS**

**NOT PART OF CONTRACTUAL**

<i>PBC#</i>	<i>Project Title</i>
<i>Contract #</i>	<i>Procurement Method (IFB, RFP, Small, etc):</i>
<i>IPB Ref. #</i>	<i>IPB Publication Date:</i> <span style="float: right;"><i>Award Code:</i></span>
<i>Subcontractor Utilization?</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>	<i>Subcontractor Disclosure?</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
<i>Funding Source</i>	<i>Obligation #</i>
<i>CPO 33 – General Counsel Approval:</i> <i>Signature</i>	<i>Printed Name</i> <span style="float: right;"><i>Date</i></span>

## **1. TERM AND TERMINATION**

**1.1 TERM OF THIS CONTRACT:** This contract has an initial term of *(show beginning and end date or length in months or other measure of time)*. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

**1.2 RENEWAL:** Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): *(If the solicitation did not provide for renewal options, the contract may not include any renewal options.)*

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

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

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

**2. DESCRIPTION OF SUPPLIES AND SERVICES**

**2.1 GOAL:** To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency.

**2.2 SUPPLIES AND/OR SERVICES REQUIRED:**

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

Not-to-exceed \$\_\_\_\_\_

**2.4 VENDOR / STAFF SPECIFICATIONS:**

**2.5 ASSIGNMENT AND SUBCONTRACTING:**

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

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

Will subcontractors be utilized?  Yes  No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_  
Address \_\_\_\_\_ Description of work \_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_  
Address \_\_\_\_\_ Description of work \_\_\_\_\_  
\_\_\_\_\_

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

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

**2.6 TRANSPORTATION AND DELIVERY:**

**2.7 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the

services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed \_\_\_\_\_  
Value of services performed at this location \_\_\_\_\_

Location where services will be performed \_\_\_\_\_  
Value of services performed at this location \_\_\_\_\_

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

**2.9 WARRANTIES FOR SUPPLIES AND SERVICES:**

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers’ warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State’s payment, acceptance, inspection or failure to inspect the supplies.

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

**2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

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

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

**3. PRICING**

**3.1 METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor for the initial term as follows:

- Hourly \_\_\_\_\_
- Monthly \_\_\_\_\_
- Annually \_\_\_\_\_
- Project \_\_\_\_\_
- Item (show unit of measure and rate) \_\_\_\_\_

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

- Firm \_\_\_\_\_
- Estimated \_\_\_\_\_

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

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

**3.5 DISCOUNT:** \_\_\_\_\_% discount for payment within \_\_\_\_\_ days of receipt of invoice

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

**3.7 INVOICING:** Vendor shall invoice at the completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract.

Send invoices to \_\_\_\_\_.

**3.8 PAYMENT TERMS AND CONDITIONS:**

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

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 III. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

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

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

#### **4. STANDARD BUSINESS TERMS AND CONDITIONS**

**4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

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

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

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

**4.5 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

**4.6 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party

in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.7 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

**4.8 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

**4.9 INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.10 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

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

**4.12 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.13 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and

subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

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

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

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

**4.17 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

## **5. STANDARD CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this section and each subsection 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 section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

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.

**5.1** 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 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.

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

**5.3** Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

**5.4** Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

**5.5** Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

**5.6** To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide 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

performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

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

**5.8** 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).

**5.9** 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).

**5.10** Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

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

**5.12** 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 (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

**5.13** 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).

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

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

**5.16** 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).

**5.17** 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).

**5.18** In accordance with the Steel Products Procurement Act, 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 grants an exception (30 ILCS 565).

**5.19** a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than \$5000, Vendor 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).

**5.20** 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 U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**5.21** 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).

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

**5.23** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).

**5.24** Vendor certifies 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 the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**5.25** 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 or any child under the age of 12 (30 ILCS 584).

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

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

**5.28** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

**5.29** 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. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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 **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

## 6.0 DISCLOSURES AND CONFLICTS OF INTEREST

**Instructions:** Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

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

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

Name of Vendor: \_\_\_\_\_

D/B/A (if used): \_\_\_\_\_

Name of any Parent Organization: \_\_\_\_\_

### **Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor.** *(All Vendors must complete this section)*

*Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.*

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

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

**OR**

- b. If Vendor is a privately held corporation with more than 400 shareholders

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

**OR**

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

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

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?  
 Yes  No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?  
 Yes  No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)  
 Yes  No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?  
 Yes  No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: \_\_\_\_\_. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):  
0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 2.0% \_\_\_\_\_ >2.0 to 3.0 % \_\_\_\_\_ > 3.0 to 4.0% \_\_\_\_\_ %  
>4.0 to 5.0% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship     Stock     Partnership     Other (explain) \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

**Section 2: Section 50-13 Conflicts of Interest** *(All Vendors must complete this section)*

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

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

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

Check One:  No Conflicts Of Interest  
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

**Section 3: Debarment/Legal Proceeding Disclosure** *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Professional licensure discipline	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Bankruptcies	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Criminal felony convictions	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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**Section 4: Disclosure of Business Operations with Iran** *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies

or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;  
or
- ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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**Section 5: Current and Pending Contracts** *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes  No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

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**Section 6: Representative Lobbyist/Other Agent** *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes  No

If yes, please identify each agent / lobbyist, including name and address.

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Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

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Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

**This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.**

This Disclosure information is submitted on behalf of: \_\_\_\_\_  
\_\_\_\_\_

(Vendor/Subcontractor Name)

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_ Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_ Signature of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**7. SUPPLEMENTAL PROVISIONS**

**7.1 State Supplemental Provisions**

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- Other: Federal Funding Certifications and Assurances

**7.2 Vendor Supplemental Provisions**

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**ARRA REQUIREMENTS:** Procurements under this contract might be made with American Recovery and Reinvestment Act of 2009 (“ARRA”) funds. As such, to the extent procurements are being made with ARRA funds, in addition to any other applicable federal laws, this contract is subject to all applicable requirements of ARRA, including but not limited to the following requirements and any additional requirements set out by the federal government, including any applicable funding agency guidance.

(a) **REVISIONS TO REQUIREMENTS**

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Vendor will be provided these details as they become available. Vendor acknowledges that this attachment may be revised pursuant to ongoing guidance from the relevant federal or State agency regarding requirements for ARRA funds. Vendor agrees to abide by any such revisions upon receipt of written notification from the State of the revisions, which will automatically become a material part of this attachment, without the necessity of either party executing any further instrument.

(b) **CONFLICTING REQUIREMENTS**

Vendor agrees that to the extent ARRA requirements conflict with State of Illinois requirements, the ARRA requirements shall control.

(c) **FALSE CLAIMS ACT**

Vendor agrees that it shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(d) **ENFORCEABILITY**

Vendor agrees that if Vendor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

(e) **SEPARATE TRACKING AND REPORTING OF ARRA FUNDS**

Vendor agrees that ARRA funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA. No ARRA funds may be used for a purpose other than that of making payments for costs allowable under the ARRA.

(f) **SECTION 902, ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE** Contracts awarded using ARRA funds must allow the U.S. Comptroller General and his or her representatives, with authority, to:

- 1) examine any records of the Vendor, of its subcontractors, or of any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) interview any officer or employee of the Vendor, or of any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights provided under Section 902 of the ARRA, with respect to this contract which is funded, either in whole or in part, with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**(g) SECTION 1512, REPORTS ON USE OF FUNDS**

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Vendor agrees that not later than 5 days after the end of each calendar quarter, or more frequently as directed by the State, the Vendor shall submit a report to the State that contains:

- 1) The total amount of ARRA funds received by Vendor during the quarterly reporting period;
- 2) The amount of ARRA funds that were expended or obligated by Vendor during the quarterly reporting period;
- 3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - a. the name of the project or activity;
  - b. a description of the project or activity;
  - c. an evaluation of the completion status of the project or activity;
  - d. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - e. names and total compensation of each of the five most highly compensated officers of the Vendor for the calendar year in which the contract is awarded if—
    - i. In the Vendor's preceding fiscal year, the Vendor received—
      - (a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
      - (b) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements
- 4) For any subcontracts equal to or greater than \$25,000:
  - a. The name of the entity/subcontractor receiving the subaward;
  - b. The amount of the subaward;
  - c. The transaction type;
  - d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - e. Federal program source;
  - f. An award title descriptive of the purpose of each funding action;
  - g. The location of the entity receiving the subaward;
  - h. The primary performance location of the subaward, including the city, state, congressional district, and country;
  - i. A unique identifier (DUNS Number) of the entity receiving the subaward and the parent entity of entity/subcontractor, should the entity be owned by another; and

- j. The names and total compensation of the five most highly compensated officers of the subcontractor if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) \$25M or more in annual gross revenue from federal awards.
- 5) For any subcontracts of less than \$25,000, the information required in Paragraph 4 above may be reported in the aggregate and requires the certification of an authorized officer of Vendor that the information contained in the report is accurate.
- 6) Any other information reasonably requested by the State or required by state or federal law or regulation.

**(h) SECTION 1515(a), ACCESS OF FEDERAL OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES**

The Vendor is advised that representatives of federal inspector general offices have the authority to examine any record and interview any employee or officer of the Vendor, its subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of a federal inspector general office.

**(i) SECTION 1553, PROTECTING STATE GOVERNMENT, LOCAL GOVERNMENT, AND CONTRACTOR WHISTLEBLOWERS**

Employees of employers receiving federal funds may not be discharged, demoted, or otherwise discriminated against in retaliation for disclosing information that the employee reasonably believes is evidence of:

- 1) gross mismanagement of a contract or grant relating to federal funds;
- 2) a gross waste of federal funds;
- 3) a substantial and specific danger to public health or safety related to the implementation or use of federal funds;
- 4) an abuse of authority related to the implementation or use of federal funds; or
- 5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract).

The Vendor shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the ARRA. The Vendor shall include the substance of this clause, including this paragraph, in all subcontracts.

**(j) SECTION 1604, PROHIBITION ON USE OF FUNDS**

Vendor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or any other item prohibited by ARRA.

**(k) SECTION 1605, BUY AMERICAN, USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS**

Vendor agrees that, in accordance with ARRA Section 1605, neither the Vendor nor its subcontractor will use funds appropriated or otherwise made available by ARRA for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, in a manner consistent with the United States' obligations under international agreements unless an exception under section 1605(b) applies. Vendor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, Section 1605.

(l) **SECTION 1606, WAGE REQUIREMENTS**

Vendor agrees that, in accordance with ARRA Section 1606, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Illinois is located at: <http://www.gpo.gov/davisbacon/il.html>.

(m) **DBE REQUIREMENTS**

The Vendor shall comply with all applicable federal Disadvantaged Business Enterprise (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, to the extent applicable under State law, the Vendor shall comply with the State of Illinois' Business Enterprise Program ("BEP") [http://www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize BEP-certified Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs) and businesses owned and controlled by persons with disabilities (PBEs) for those contracting, subcontracting, and purchase opportunities that exist and report utilization to the BEP.

(n) **RECORDS RETENTION**

The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the federal government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the State.

(o) **SUBCONTRACTOR REQUIREMENTS**

Vendor agrees that it shall include these standard ARRA terms and conditions, including this requirement, in any of its subcontracts that are funded in whole or in part with ARRA funds.

## **FEDERAL FUNDING CERTIFICATIONS AND ASSURANCES:**

### 1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):

As required by OMB, Vendor certifies that it:

- (a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
- (b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame.
- (e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
  - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
  - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
  - v. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
  - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
  - viii. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
  - ix. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*

- (f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - ii. Notification of violating facilities pursuant to Executive Order 11738;
  - iii. Protection of wetlands pursuant to Executive Order 11990;
  - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
- (g) Will comply with all other federal statutes applicable to the project, including but not limited to:
- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
  - ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
  - iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - v. Executive Order 11593, which relates to identification and protection of historic properties;
  - vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
  - vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

- ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”

2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:

Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:  
Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.
8. Drug Free Workplace:  
Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended.
9. Procurement Compliance Certification:  
Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.
10. Standard Assurance:  
Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.
11. Buy American Act:  
In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.
12. Federal Debarment/Suspension:  
Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.
13. Eligibility for Employment in the United States:  
The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

**All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.**