# **QUICK LINKS FOR ONLINE RESOURCES AND STORED DOCUMENTS**

## **ONLINE RESOURCES**

***To check corp/LLC/nfp status:***IL Secretary of State Company Search: <https://www.cyberdriveillinois.com/departments/business_services/corp.html>

***To request a COC/Proof of Liability Insurance for a Student:***https://apps.obfs.uillinois.edu/forms/dsp\_riskmgmt.cfm?methodName=viewStudentLiabInsurance
***To request a COC/Proof of Liability Insurance for a Facility:***<https://apps.obfs.uillinois.edu/forms/dsp_riskmgmt.cfm?mName=viewProofofLiabilityRequest>

***iCS Resource Page:***<https://www.obfs.uillinois.edu/ics-resources>

***iCS (Illinois Contract System) to submit contracts for processing:***<https://login.uillinois.edu>

***LMS (Learning Management System): to request LMS profiles and trainings***<https://app.smartsheet.com/b/form/e75a888252bb46cc88fb34833a917d5c>

***UIHealth Learning Management System (LMS) to track compliance and view modules:***<https://uihealth.netdimensions.com/>

## **STORED DOCUMENTS**

*All documents are hyperlinked to their place in the SPAs share drive, and their file structure is listed below.*

[**SPA Agreement Tracking Spreadsheet**](../Placement%20Tracking/SPA%20Agreement%20Tracking%20Spreadsheet.xlsx)
SPAs S: drive 🡪 Clinical Education 🡪 Placement Tracking 🡪 “SPA Agreement Tracking Spreadsheet”

[**SPA Database\_Active Pending Canceled Expired**](../Placement%20Tracking/SPA%20Database_%20Active%20Pending%20Canceled%20%20Expired.xlsx)
SPAs S: drive 🡪 Clinical Education 🡪 Placement Tracking 🡪 “SPA Database\_Active Pending Canceled Expired”

[**Super Sites**](file:///%5C%5CAHS-OD-NAS%5CSPAs%5CClinical%20Education%5CSuper%20Sites%5CSuper%20Sites%20ARCHIVE%2012_4_2018.xlsx)SPAs S: drive 🡪 Clinical Education 🡪 Super Sites 🡪 “Super Sites ARCHIVE 12\_4\_2018”

[**UIC SPA Template**](../Contract%20Material/SPA%20Related%20Materials-Templates/Most%20Current%20SPA%20Template%2010_2_2017.pdf) to complete and send to facilities
SPAs S: drive 🡪 Clinical Education 🡪 Contract Material 🡪 SPA Related Materials – Templates 🡪 “Most Current SPA Template 10\_2\_2017”

[**SPA Cover Letter Examples**](../Contract%20Material/SPA%20Related%20Materials-Templates)to update and send with SPA Template to facility
(Available for new facilities, renewals, and expired renewals)
SPAs S: drive 🡪 Clinical Education 🡪 Contract Material 🡪 SPA Related Materials – Templates

[**Fieldwork Request Form**](../Contract%20Material/Fieldwork%20Request%20Form.docx) units complete and send to you to initiate with a new facility
SPAs S: drive 🡪 Clinical Education 🡪 Contract Material 🡪 “Fieldwork Request Form”

[**LMS Request Spreadsheet Template**](../Learning%20Management%20System%20%28LMS%29/LMS%20Account%20Request%20Template.xlsx) for units to complete when requesting student HIPAA training
SPAs S: drive 🡪 Clinical Education 🡪 Learning Management System (LMS) 🡪 “LMS Account Request Template”

[**Contract Provisions That May Stall a Contract**](../Provisions%20that%20may%20stall%20a%20contract.docx)SPAs S: drive 🡪 Clinical Education 🡪 “Provisions that may stall a contract”

# **INITIATING A CONTRACT – NEW OR RENEWAL**

## **HOW TO INITIATE A NEW CONTRACT**

Units will request we initiate a contract with a new facility.

1. The unit should have completed and sent you the [Fieldwork Request Form](../Contract%20Material/Fieldwork%20Request%20Form.docx). You will use this to create the SPA Template and Cover Letter you’ll send to the facility.
2. Check the [SPA Database](../Placement%20Tracking/SPA%20Database_%20Active%20Pending%20Canceled%20%20Expired.xlsx) *AND* the [S drive Contracts folders](../Contracts) to see if there is or was an agreement with that facility.
3. Create a new folder using the templates saved in the [Contracts 🡪 Initiated 🡪 New](../Contracts/Initiated/New) folder and rename it as the Facility Name\_City, State.
4. Inside the folder, the existing structure is already there. Open the Initiation Documents folder and edit the two documents: SPA Template and Cover Letter.
5. In the Cover Letter, be sure to update all the yellow highlighted fields and add your signature.
6. Email both the SPA template and the cover letter to the facility contact. And email template can be found in the S Drive in [Clinical Education 🡪 Contract Material 🡪 SPA Related Materials and Templates](../Contract%20Material/SPA%20Related%20Materials-Templates).
7. Copy the unit contact requesting the facility on your email to the site.
8. Enter this information as a new line and highlight it green in the [SPA Agreement Tracking Spreadsheet](../Placement%20Tracking/SPA%20Agreement%20Tracking%20Spreadsheet.xlsx) and the [SPA Database](../Placement%20Tracking/SPA%20Database_%20Active%20Pending%20Canceled%20%20Expired.xlsx).
9. Once an agreement is input into iCS, move the facility folder to the “In Progress” folder in [Contracts 🡪 In Progress](../Contracts/In%20Progress)

## **HOW TO INITIATE A RENEWAL CONTRACT**

Units will request renewals after you have sent them the list of next year’s expiring contracts. Contracts will NOT be renewed unless a unit requests it.

1. Move the facility’s Contract folder from “Active” to “Initiated 🡪 Renewals”: [Clinical Education 🡪 Contracts 🡪 Initiated 🡪 Renewals](../Contracts/Initiated/Renewal).
2. Inside the folder, leave the existing structure. Open the “Initiation Documents” folder and create new versions of the two documents: SPA Template and Cover Letter, adding “\_2019” (use the current year) at the end of each file name to make clear they’re from this year. Copy these from the Contract Materials folder: [Most Current SPA Template 10\_2\_2017](../Contract%20Material/SPA%20Related%20Materials-Templates/Most%20Current%20SPA%20Template%2010_2_2017.pdf) and [SPA Cover Letter Template – Renewal](../Contract%20Material/SPA%20Related%20Materials-Templates/SPA%20Cover%20Letter%20Template%20-%20RENEWAL.docx).
3. In the Cover Letter, be sure to update all the yellow highlighted fields and add your signature.
4. Email both the SPA template and the cover letter to the facility contact. And email template can be found in the S Drive in [Clinical Education 🡪 Contract Material 🡪 SPA Related Materials and Templates](../Contract%20Material/SPA%20Related%20Materials-Templates).
5. Copy the unit contact requesting the facility on your email to the site.
6. Enter this information as a new line and highlight it green in the [SPA Agreement Tracking Spreadsheet](../Placement%20Tracking/SPA%20Agreement%20Tracking%20Spreadsheet.xlsx) and the [SPA Database](../Placement%20Tracking/SPA%20Database_%20Active%20Pending%20Canceled%20%20Expired.xlsx).
7. Once an agreement is input into iCS, move the facility folder to the “In Progress” folder in [Contracts 🡪 In Progress](../Contracts/In%20Progress)

## **TO PROCESS RENEWALS OF EXPIRING CONTRACTS – IMPORTANT!**

Each season you must look at the SPA Database to see what contracts are expiring in the next 12 months. Send a list of upcoming expirations to all units and request they send you back their list of desired renewals by a deadline you’ve set.

Contracts can take more than a year to execute, so renewals should begin processing about 12 months in advance.

See the [SPA Agreement Tracking Spreadsheet](../Placement%20Tracking/SPA%20Agreement%20Tracking%20Spreadsheet.xlsx) 🡪 “RENEWALS 2020” tab for upcoming 2020 renewals. These can be incorporated with “RENEWALS 2019” into one Renewals tab at DCE’s discretion.

# **RISK MANAGEMENT**

## **CERTIFICATES OF COVERAGE (COC) / PROOF OF LIABILITY**

WHEN ARE THESE NEEDED:

* **Fieldwork Sites** may request this while their contract with us is pending or may require it in order to initiate the agreement. This will not contain specific student information.
* Request online here: <https://apps.obfs.uillinois.edu/forms/dsp_riskmgmt.cfm?mName=viewProofofLiabilityRequest>
	+ Risk Management will email the Certificate to you and you can forward on to the facility, and save it to the S drive folder for that facility.
* **Units** may require these for current student placements. Units are responsible for requesting their COCs directly from Risk Management. Our department no longer handles these requests.
	+ **Request Form:** <https://apps.obfs.uillinois.edu/forms/dsp_riskmgmt.cfm?methodName=viewStudentLiabInsurance>
	+ The following is a list of the COC requesters for each department; this list has been shared with Risk Management:
		- Physical Therapy: Tina Chase - kchase@uic.edu
		- Occupational Therapy: Piper Hansen - phanse2@uic.edu
		- Nutrition: Tina Lam - tlam19@uic.edu
		- Kinesiology: Michelle Adams - mmadams8@uic.edu
		- Biomedical and Health Information Sciences: Gideon Ramirez - gramir9@uic.edu

## **INSTRUCTIONS FOR UNITS ON REQUESTING COCs**

**HOW TO OBTAIN COCs FOR STUDENT PLACEMENT:**
*Please allow 5-7 business days for requests to be processed.*
*Units may request these at any point throughout the year.*

1. If requesting COCs for a single student, use this online form to request: <https://apps.obfs.uillinois.edu/forms/dsp_riskmgmt.cfm?methodName=viewStudentLiabInsurance>
2. If requesting COCs for multiple students, complete the attached template and email to univriskmgmt@uillinois.edu.
3. COCs will be emailed directly to you from Risk Management in the form of a single PDF containing each COC requested.

\*\*Agreement and COC NOT NEEDED for: UIC Assistive Technology

### **EXTENDING INSURANCE COVERAGE FOR PLACEMENTS**

Extensions of liability insurance coverage, handled by Risk Management, will only be granted in the case of medical necessity.

**To grant an exemption to cover a student during an extended or make-up clinical training:**

1. The Director of Clinical Education, in consultation with the student, submits a request to the Office of the Dean asking for an exemption to complete the requirement at a later date.
2. The Office of the Dean – Renee Taylor -- reviews the request to evaluate if the circumstance is extenuating and merits an exemption. She then sends her approval via email to Brent Buckelew OR sends it to DCE who forwards it to Brent.
3. If the Office of the Dean finds in favor of an exemption, the Dept. generates a request to Risk Management. The request provides documentation that the process was followed, including notice of approval by the Dean’s office and verification that it is a medical necessity.
4. Risk Management reviews the request and makes a coverage determination.

# **LEARNING MANAGEMENT SYSTEM (LMS) & HIPAA TRAINING**

* In November each year, submit a request through LMS Request Form to receive a copy of the **full, updated list of training modules available**, in case any titles or offerings have changed. Compare this to the units’ list of required trainings – [see below section](#_UNITS’_REQUIRED_MODULES) listing trainings needed by each unit.
	+ Share this list with units for their review.
* When submitting requests for student trainings, [refer to the list below](#_UNITS’_REQUIRED_MODULES) of those needed by each unit, as they differ. Insert this list in your email to students instructing them on how to do the trainings.
* DCE should request user access on LMS that mirror a former user such as Anna Ogier-BloomeR; this will allow DCE to view reports to track compliance, test out modules, and more.
* Units request student trainings at different times throughout the year, but they should try their best to package them into as few separate requests as possible, rather than requesting them multiple times throughout a single semester. This reduces the stress on LMS staff.
* The unit will tell you the deadline by which students must complete their training, and you will include this in your request to LMS.Typically, students are given 1 - 2 weeks to complete the training.
* It can take 5-7 business days for LMS access to be activated. LMS staff will notify you your request is complete. Once they're active, DCE sends notifications to students, copying unit contacts, including instructions on how to complete training.
* Students must print their certificate upon completion

## **HOW TO SET UP STUDENT TRAININGS**

Request HIPAA Training via LMS Profile creation:

1. Have the unit complete the [LMS Account Request Template](../Learning%20Management%20System%20%28LMS%29/LMS%20Account%20Request%20Template.xlsx) provided by UIHealth HR LMS. Located in [SPAs S: Drive 🡪 Learning Management System 🡪 “LMS Account Request Template”](../Learning%20Management%20System%20%28LMS%29/LMS%20Account%20Request%20Template.xlsx)
2. Go to: <https://app.smartsheet.com/b/form/e75a888252bb46cc88fb34833a917d5c>
	1. Complete the form with your UIN, Net ID, name, and phone number, and this message: *Please create LMS Profiles for the students listed in the attached spreadsheet. They will all need the following modules: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The deadline for these trainings should be XXXX DATE.*

\*Note: Set the deadline for at least two weeks from the date of the request. Include this deadline in your email to students notifying them of the training.

1. UIH LMS Staff will notify you via email that the profiles were created and modules assigned.
2. Send students the [email below](#_EMAIL_TEXT_TO) instructing them on how to log in and complete the training. \***Blind copy** all students listed in unit’s spreadsheet, and CC the unit contacts. The email template is saved in [Clinical Education 🡪 Learning Management System (LMS) 🡪 “Email Template\_LMS Training Modules for Students\_NEW VERSION”](../Learning%20Management%20System%20%28LMS%29/Email%20Template_LMS%20Training%20Modules%20for%20Students_NEW%20VERSION.docx)
3. Be sure to insert the due date specified by the units and update the highlighted fields in the template below before sending.

## **UNITS’ REQUIRED MODULES AND ORG CODES**

**HIM**: 318000
HIPAA Privacy and Information Security - Education (FY19\_HIPAA\_Privacy\_Security\_EDU)
Protected Health Information - Education (FY19\_PHI\_HIPAA\_HITECH\_EDU)

**NU**: 960000
HIPAA Privacy and Information Security - Education (FY19\_HIPAA\_Privacy\_Security\_EDU)
Protected Health Information - Education (FY19\_PHI\_HIPAA\_HITECH\_EDU)
Bloodborne Pathogen Precautions - Education (FY19\_Bloodborne\_Pathogen\_EDU)
 **KN**:
HIPAA Privacy and Information Security - Education (FY19\_HIPAA\_Privacy\_Security\_EDU)
Protected Health Information - Education (FY19\_PHI\_HIPAA\_HITECH\_EDU)

**OT**: 725000
HIPAA Privacy and Information Security - Education (FY19\_HIPAA\_Privacy\_Security\_EDU)
Protected Health Information - Education (FY19\_PHI\_HIPAA\_HITECH\_EDU)
General Infection Control, Standard and Transmission-Based Precautions – Education (FY19\_General\_Infection\_Control\_EDU)
Bloodborne Pathogen Precautions - Education (FY19\_Bloodborne\_Pathogen\_EDU)
Cleaning Disinfecting and Sterilization – Education (FY19\_General\_Principles\_of\_Cleaning\_Disinfecting\_and\_Sterilization\_EDU)
 **PT: 827000**
- General Infection Control, Standard and Transmission-Based Precautions Education (FY19\_General\_Infection\_Control\_EDU)
- HIPAA Privacy and Information Security - Education (FY19\_HIPAA\_Privacy\_Security\_EDU)
- Protected Health Information - Education (FY19\_PHI\_HIPAA\_HITECH\_EDU)
- Bloodborne Pathogen Precautions - Education (FY19\_Bloodborne\_Pathogen\_EDU)
- Preventing Healthcare Acquired Infections – Education (FY19\_Preventing\_Healthcare\_Acquired\_Infections)
- Tuberculosis Precautions - Education (FY19\_Tuberculosis\_Precautions\_at\_UIH\_EDU)

**DHD: We do not manage this program’s training.**

## **EMAIL TEXT TO NOTIFY STUDENTS THEY NEED TO COMPLETE TRAININGS:**

\*\*Be sure to update the text highlighted in yellow before sending.

Dear Students,
Your Department requires that you complete certain trainings in order to participate in fieldwork assignments, including Health Insurance Portability and Accountability Act (HIPAA) training. You will not be permitted to complete your fieldwork without demonstrating completion of these required trainings.

The trainings you should see in your profile are:

-HIPAA Privacy and Information Security - Education (FY19\_HIPAA\_Privacy\_Security\_EDU)
-Protected Health Information - Education (FY19\_PHI\_HIPAA\_HITECH\_EDU)
[ADD IN ANY ADDITIONAL REQUIRED TRAININGS FOR THIS PROGRAM]

WHY IS THIS MANDATORY:

To improve the efficiency and effectiveness of the health care system, the Federal Government enacted the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, which included provisions for the adoption of national standards for electronic health care transactions. At the same time, Congress recognized that advances in electronic technology could erode the privacy of health information. Consequently, Congress incorporated into HIPAA, provisions that mandated the adoption of Federal privacy protections for individually identifiable health information. In response to this mandate, the federal Dept. of Health and Human Services (HHS) published a final regulation in the form of the Privacy Rule with an effective date of April 14, 2003. From that date forward, covered entities (which includes many of the sites for our college’s clinical rotations) must implement standards to protect and guard against the misuse of individually identifiable health information.

In order to comply with the intent of this ruling as it affects clinical site rotations and other instances where students are involved in direct patient care training or have access to patient records, the College will require those students to complete training modules that overview HIPAA and the privacy and security rulings. This training is provided through the Learning Management System (LMS).

TO COMPLETE THE TRAININGS, FOLLOW THESE STEPS:

1. Using your university NetID and password log in at <http://uic.ehealthcareit.us>.
YOU MUST USE YOUR UNIVERSITY NET ID (this is your e-mail address w/out the @uic.edu in it) and NOT your personal email to log in.
2. On the LMS home page, click on “Enrollments” and then click on the trainings listed to complete each one.
3. You must complete the trainings by **XXX DATE**.

\*The Learning Management System module(s) can be completed on campus and on some off-campus computers. Be aware that an off-campus system with a firewall will most likely prevent the user from accessing the Learning Management System site.

Learning Management tracks completion of the modules, and your department will be in touch with you should it become clear that you will not meet the training requirement deadline of **XXX DATE**.

Issues logging in, or other technical questions: contact the LMS HelpDesk by either clicking the HelpDesk icon at the top of the page or using the following link: <https://app.smartsheet.com/b/form/e75a888252bb46cc88fb34833a917d5c>.

For all other inquiries please contact your advisor/instructor.

## **TRACKING COMPLIANCE**

* All units have designated certain staff/faculty to have user access to LMS. They are responsible for logging in to track their students’ compliance. New employees should request the DCE submit a request for access to LMS.

## **INSTRUCTIONS FOR UNITS TO TRACK COMPLIANCE (SENT TO THEM VIA EMAIL)**

**To view an individual student's compliance:**

1. Log in at <https://uihealth.netdimensions.com/>
2. At the top menu bar, go to Review 🡪 My Departments 🡪 Search by name, or scroll to view full list of students.
3. Double-click the student's name to open their "Learning Center." In the left-hand navigation, click "Learning Center," then "Learning," and then the "Records/Transcripts" tab to see that student's trainings and status.

**To view a report of all CAHS students' compliance status:**

1. Log in at <https://uihealth.netdimensions.com/>
2. Go to Review --> Report Manage --> Report Wizard --> Click on "CAHS Compliance" to download the full report.
3. Sort by "Organization Name" to see your students' status.

For questions regarding your user access for tracking compliance, please contact UIHealth HR using this form: <https://app.smartsheet.com/b/form/e75a888252bb46cc88fb34833a917d5c>.

## **CHARGES FOR PROFILES**

The process for charging the College for active LMS profiles is under review at LMS, so as of 11/22/2019, CAHS has not been invoiced by UIHealth for our FY18-19 user profiles. Typically, DCE would request the list of profiles from LMS in June, would check them against units’ student lists to ensure it is correct, and then give approval to LMS. LMS would then invoice Denise Lee and the CAHS Dean’s office, who would pay it and then charge the units for reimbursement.

CAHS should reach out to LMS staff again soon to inquire as to the status of this for FY18-19.

# **iCS**

## **NOTES ON iCS** ([https://contracts.apps.uillinois.edu](https://contracts.apps.uillinois.edu/))

* Push the UIC SPA template on sites for both new sites and renewals—this DRASTICALLY reduces processing time.
* All UI Health facilities are already covered; they do not need contracts of any kind. Units just need to make arrangements directly with the site. UIC sites also do NOT need COC’s for our students placed there.
* When uploading a UIC SPA with no changes, be sure you’ve had it signed by the facility before uploading. \*If site refuses to sign first, alert OBDS of this when uploading.
* When uploading a facility’s template, it’s not necessary to have it signed by the facility first. OBDS/Legal usually modify the language and will ask the site to review the changes and upon approval to sign. Subsequently, the facility will ask UIC to counter sign.
* Facility’s template must be an EDITABLE document when uploaded to iCS. You may need to request an editable version from the site before uploading.
* The iCS Resource Page can be found at: <http://www.obfs.uillinois.edu/ics-resources/>
* You cannot access from home computer without VPN access set up. Instructions on setting up VPN access are here: <https://accc.uic.edu/services/infrastructure/network/virtual-private-network/>
* Full iCS instructions can be found [here](../iCS/Prodagio%20iCS%20Guide.pdf), or contact Rosetta Ballard Houston at rbh@uic.edu.

## **HOW TO SUBMIT CONTRACT TO iCS**

1. Log into Gimmal Contract System: <https://login.uillinois.edu>
2. Click on “Import” icon in the top left corner under your name.
3. Select Type: *Contract*
4. Under General, fill in:
	1. TITLE: Make descriptive
	2. STATUS: *Contract Development* is default
	3. CONTRACT CATEGORY: Select *No Funds*
	4. CONTRACT TYPE: Select *Affiliation Agreements*
	5. CONTRACT SUBTYPE:Select *Student Placement Clinical* or *Non-Clinical*
	6. DOCUMENT SOURCE: Select *Custom Contract, Other Party Contract, Template no changes* (for the UIC SPA template w/o changes)*,* or *Template with changes* (for the UIC SPA template WITH changes from the facility)
	7. BRIEF CONTRACT DESCRIPTION: Be descriptive. Ex: “MOU for HIM student 7/6/2020”
	8. CHART: Select *2 – Chicago*
	9. ORGANIZATION CODE: Select *797 – Applied Health Sciences Admin*
	10. AMOUNT: Type in *0* (Ignore additional payment details)
	11. START DATE: If not specified in contract, add 10 years to start date
	12. END DATE: Any date far in the future, such as 12/31/4000
	13. NUMBER OF RENEWALS: Use *9* for renewals and for UIC SPA Template agreements
	14. UNIVERSITY INSURANCE CERTIFICATE ISSUED: Select *No*
	15. OBFD OFFICE: Select *OBDS*

***CONTINUES ON NEXT PAGE!***

* 1. HEALTH CARE RELATED: Select *Yes*
	2. HIPAA: Select *Yes*
1. Under Contractor, fill in:
	1. CONTRACTING PARTY NAME, DBA, CONTACT NAME, PHONE, EMAIL AND ADDRESS (\*All fields are required!)
2. Under Unit Contact, fill in your information:
	1. UNIT NAME, CONTACT, PHONE EMAIL, CITY, STATE, ZIP (\*All fields are required!)
3. Ignore remaining sections.
4. Click *Finish* in bottom right corner

**You will be taken to your Cabinet (i.e., your iCS Home Page).**

**Now, you will need to add the Checklist to your contract:**

1. In your Cabinet, double-click on the name of the contract for which you need to add the checklist.
2. Click on the *Checklist* icon in the left-hand option bar.
3. Click *Add Checklist* at the top of the contract dashboard. This will open the Checklist window:
	1. CHECKLIST TYPE: This is default based on whether you submitted a Contract or a Contract Request (used for addenda and amendments)
	2. CHECKLIST CATEGORY: Defaults to blank
	3. CHECKLIST NAME: Select  *UIC No Funds*
	4. Click *Ok* in bottom right corner

**Next, in Checklist, complete and assign items:**

* 1. SEQ NO. 1 – UNIT HEAD APPROVAL:Right-click the line, then click on ***Complete Item****.* Enter your password (same as your NetID password for login), then click *OK*.
	2. SEQ NO. 2 – DEAN/DIRECTOR APPROVAL:Click *Assign Item*:
		1. USER/ROLE: Start typing the first name of the approver, *Renee R Taylor*, then click on it when it pops up.
		2. NOTIFY WHEN COMPLETE: Type *your first name* and click to select
		3. REJECT TO: Type *your first name* and click to select
		4. DUE DATE: Leave blank (Setting a due date may cause the person assigned to this to wait to do this.)
		5. Click *Assign Item* in bottom right corner.
	3. SEQ NO. 3**:** Ignore
	4. SEQ NO. 4 and 5: Right-click and click *Complete Item* once each is complete. This can be done at any time; does not impact approval process. \*If you’ve uploaded a UIC SPA signed by the facility, you can complete Seq No. 4. If you’ve uploaded a facility’s template, then only complete Seq No. 5.

 **\*\*YOU’RE NOT DONE YET!
\*\*RETURN TO YOUR CHECKLIST ONCE YOU’VE BEEN NOTIFIED OF DEAN APPROVAL!**

**Once notified of Dean Approval via email, log back in and assign to OBDS.**\*DO NOT do this until Dean Approval is complete.
***CONTINUES ON NEXT PAGE!***

* 1. SEQ NO. 6 – ASSIGN TO OBFD REVIEWER: Click *Assign Item*
		1. USER/ROLE: Type in *2\_obds\_reviewer* and enter your name for both “Reject To” and “Notify When Complete.”
		2. Due Date: leave blank
		3. Click *Assign Item* in bottom right corner.
	2. Once notified that OBDS has completed their task and assigned a member of their team to your contract:
		1. Log back and review the Checklist to see the reviewer is.
		2. Add their name to the *SPA Agreement Tracking Spreadsheet*, Column N.

# **TRACKING CONTRACT PROGRESS**

* Do NOT follow up directly with Legal Dept. -- go through OBDS for all updates.
* You can view a contracts status by logging into iCS and clicking on a contracts **AUDIT TRAIL** icon within the contract Dashboard. This will allow you to see if and when it was routed to Legal from OBDS.
* OBDS now sends Clin. Ed. the partially executed agreement, and Clin. Ed. Dir. sends on to the site for signature, then sends back to OBDS for final execution. This is a change from past practices in which OBDS sent the partial directly to the facility and CC’d the Clin Ed Director. It is advisable that we return to the previous process in order to streamline communication and create efficiencies.

## **HOW TO TRACK A CONTRACT’S PROGRESSp**

1. Open the [SPA Agreement Tracking Spreadsheet](../Placement%20Tracking/SPA%20Agreement%20Tracking%20Spreadsheet.xlsx) and review **Columns D through G** to see if a follow up email or phone call is needed. Typically we wait one month between follow-ups.
	1. If the row is green, the contract is still with the facility and we have not received it and submitted to iCS yet.
	2. If the row is orange, we’ve submitted it to OBDS for processing. Send requests for updates to OBDS.
2. **If with the facility,** send an email to the facility contact to inquire as to the status. See an **email template** [**here**](../Contract%20Material/SPA%20Related%20Materials-Templates/Email%20-%20SPA%20Follow%20Up%20%28Nudge%29.docx).
3. **If with OBDS**, send an email to the assigned OBDS reviewer to inquire as to the status. \*\*Be sure to prioritize the updates you request, and let them know the placement dates to convey urgency when necessary.
4. Note the date you sent your reminder in the [SPA Agreement Tracking Spreadsheet](../Placement%20Tracking/SPA%20Agreement%20Tracking%20Spreadsheet.xlsx).
5. Once an agreement is received from a facility and submitted into iCS, update this in both the [SPA Agreement Tracking Spreadsheet](file:///%5C%5CAHS-OD-NAS%5CSPAs%5CClinical%20Education%5CPlacement%20Tracking%5CSPA%20Agreement%20Tracking%20Spreadsheet.xlsx) and the [SPA Database\_Active Pending Canceled Expired](../Placement%20Tracking/SPA%20Database_%20Active%20Pending%20Canceled%20%20Expired.xlsx) spreadsheet by **changing from Green to Orange** AND **entering the date the agreement was received.**

# **PROVISIONS THAT MAY STALL A CONTRACT WHEN USING A FACILITY’S TEMPLATE**

This document is saved in SPAs S: drive 🡪 Clinical Education 🡪 “[Provisions that may stall a contract](../Provisions%20that%20may%20stall%20a%20contract.docx).”

**Governing Law**

* As a state entity, the Board of Trustees of the University of Illinois can neither agree to have its contracts governed by the laws of another state or country, nor consent to the jurisdiction in courts outside of Illinois.

**Indemnification or Liability Clauses**

* The University should not agree to future but unknown or unlimited damages or loses. One of the many arguments OBDS presents is that the University’s budget is state appropriated and we cannot obligate what we are not yet funded for (in the future).

**Other Party’s Legal Fees**

* Usually imbedded in Liability Clauses (such as “indemnify and defend”), which is why we would cross this out.

**Liquidated Damages**

* This is considered a substitute for litigation. This is a clause most often found in construction type contracts. We do not agree to this.

**Insufficient Insurance Coverage**

* Our Self Insurance Plan (SIP) is available on the web: <https://www.treasury.uillinois.edu/risk_management/> ; and we also require the Other Party to have sufficient insurance coverage where our students go. To check, always contact the Office of Risk Management at 217-333-3113 or OBFSRiskMgmt@ullinois.edu

**Binding Arbitration**

* Arbitration is a method of resolving a dispute. The University does not agree to binding arbitration because it requires us to surrender the University’s sovereign immunity and advantages of the Illinois Court of Claims Act.

**Rights to Ownership, Copyrights, and Patent Rights**

* Usually requires Legal Counsel review depending on what type of contract is being pursued and if it will entail confidentiality and non-disclosure agreements.

**Confidentiality/Non-Disclosure**

* Know in advance what and whose information is being protected. We have 2 non-disclosure forms: a One-Way disclosure form and a Mutual disclosure form. The forms take into account the limitations of the University as a public entity – subject to the Freedom of Information Act.

**Unfavorable Termination Provision**

* This is when the Other Party has the sole right to terminate the contract.

**Fair Market Value for Student, Potential Stark Law or Anti-Kickback Law Violations**

* These are mainly for patient care contracts, to make sure that our fees are in line with the rest of the market and no violations exists.

**Unacceptable Contract Provisions**

**Named Party: Only the Board of Trustees can contract on behalf of the University. It is the only legally existent entity.**

* Illinois Statutes:
	+ Under the University of Illinois Act, the legislature empowers only the Board to contract on behalf of the University. “The Board of Trustees of the University of Illinois shall be a body corporate and politic, and by that name and style shall… have power to contract and be contracted with…” 110 ILCS 305/1, Sec. 1 (2000).
* Board Policy and Statutes:
	+ Article II, Section 4(a) of The General Rules Concerning University Organization and Procedure (hereinafter “The General Rules”) provides “Contract involving major changes or deviations from University policy shall be approved specifically by the Board of Trustees.”
* Alternatives or Exceptions:
	+ None

**Board of Trustees Signatories: Except where specifically stated otherwise, only the Comptroller and Secretary are authorized signatories of the Board.**

* Board Policy and Statutes:
	+ When a person other than someone authorized to sign the contract for a governmental agency signs the contract, the contract is void and unenforceable.
	+ Both the General Rules Concerning University Organization and Procedure and the By-Laws address contracting authority. Article II, Section 1 of The General Rules states, “as officer of the Board of Trustees, an in accordance with the Bylaws of the board, the comptroller shall…(d) sign contracts to which the University is a party unless otherwise ordered by the board in specific cases.” The Bylaws impose the same requirement in Article IV, Section 5 in describing the duties of the Comptroller: “Unless otherwise ordered by the Board in specific cases, contracts to which the University is a party shall be signed by the Comptroller and attested to by the Secretary of the Board.”
	+ Article II, Section 3(a) of The General Rules further explains that “no financial obligation shall be entered into except on authority of the board and after general or specific appropriation has been made by the board allocating funds therefore, as evidenced by its records, and after having been approved by the vice president for business and finance…”Article II, Section 4(c) of the General Rules delegates contracting authority to specified individuals in certain instances (e.g. the UIH Chief of Staff may execute contracts appointing medical residents), but then states that the general rule is that, “unless otherwise ordered by the Board of Trustees in specific cases, other contract to which the University is a party shall be signed by the comptroller of the Board of Trustees and attested to by the secretary of the Board of Trustees.”
* Alternatives or Exceptions:
	+ As stated above, certain individuals may be authorized to sign on behalf of the Board (e.g. the UIH Chief of Staff may execute contracts appointing medical residents).
	+ There are two people on each campus who have authorization from the Comptroller and Secretary to sign on their names on their behalf.
	+ The Board’s signature may not be required for purchase orders and contracts under a certain amount. Rules governing purchase orders are provided by the Office of Business and Financial Services.

**All contracts must be reviewed by the Office of University Counsel**

* Board Policy and Statutes:
	+ Article II, Section 5(b) of the General Rules provides for the review of all contracts by the office of University Counsel prior to execution:

*All contracts prior to the execution thereof shall be approved as to legal form and validity by the university counsel, such approval to be endorsed in writing on the contract, provided that such approval and endorsement shall not be required with respect to individual contracts or extensions or renewals thereof, the form of which has been previously approved by the university counsel as a standard and which contains no substantive changes or additions, other than those pertaining solely to the description of the project, the amount involved, and the term of the contract or extension.*

* Alternatives or Exceptions:
	+ Where the Office of Business Affairs has created a form agreement and Legal Counsel has approved that form, legal counsel’s signature is not necessary on these form contracts so long as no material changes appear on them. Where material changes do occur, they should be noted in an addendum and forwarded by the contract coordinator (not the units) to legal counsel for approval.

**INDEMNIFICATION, ATTORNEY’S FEES AND LIQUIDATION DAMAGES: The University if barred from entering into contracts in which it agrees to indemnify the other party or to pay future attorney’s fees or liquidated damages.**

* Illinois Constitution and Statutes:
	+ Illinois Constitution, Article 8, Section 1(b): “The State, units of local government and school districts shall incur obligations for payment or make payments from public funds only as authorized by law or ordinance.”
	+ State debt may not be incurred above the appropriations for that fiscal year unless otherwise provided by statute. Illinois Constitution, Article 9, Section 9
	+ Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year. Illinois Constitution, Article 8, Sec. 2
	+ “…the trustees, in the exercise of any of its powers conferred by this Act, shall not create any liability or indebtedness in excess of the funds in the hands of the treasurer of the University at the time of creating such liability or indebtedness, and which may be specially and properly applied to the payment of same.” 110 ILCS 305/7 (a).
* Alternatives or Exceptions:
	+ Payment of attorney’s fees: It is best to negotiate the entire provision out, but the following language can be added to an existing attorney’s fees provision, “except as required by law” or “except as provided by law and ordered by a court of competent jurisdiction.”
	+ There are no exceptions to the rule of indemnifying the other party, but there is alternate language that we have developed. The following is acceptable:
	+ LIABILITY AGREEMENT: It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
	+ If the other party absolutely refuses to accept our alternate language and insists the indemnification language be used (and it is the strong opinion of this office that you push the alternate language as much as possible), then you can insert the words “to the extent permitted by Illinois law” somewhere into that language, wherever it is appropriate.
	+ BE CAREFUL of backdoor indemnification clauses where the contract does not specifically use the words indemnification, but has language re: payment of the other parties’ legal fees and costs, liquidated damages or reimbursement for judgments/settlements.

**GOVERNING LAW: The University should never agree to be bound by another state’s laws**

* Illinois Statutes:
	+ The Illinois Court of Claims has exclusive jurisdiction to hear and determine claims against the State and the Board of Trustees of the University of Illinois. 705 ILCS505/8; See also, Management Association of Illinois vs. Board of Regents of Northern Illinois University, 248 Ill.App.3rd 599, 618 N.E.2d 694, 188 Ill. Dec. 124 (1st Dist. 1993).
	+ The Illinois Court of claims has a jurisdictional damage limit of $100,000. Therefore, if the University agrees to accept the law of another jurisdiction, it gives up its protection against damage awards in excess of $100,000 in the Court of Claims.
* Alternatives or Exceptions:
	+ The contract can be silent as to the choice of law or jurisdiction.
	+ If ALL else fails and the contract must go through despite the other party’s unwillingness to accept these alternatives, it is possible to agree to have the law and jurisdiction of the other state govern for suits against that party and have the law and jurisdiction of this state govern for suits against the University. This is NOT preferable and should only be used as an alternative in rare cases where the other party simply will not concede the issue and the contract is of such significance that it cannot be abandoned. In most cases, the other party will agree to keep the contract silent on the issue.

**WORK PRODUCT (COPYRIGHTS AND PATENT RIGHTS): The University needs adequate rights to work product, including copyrighted works and data, the guarantee unrestricted right to any future uses. Distinguish between original works and works based in part upon prior works.**

* Board Policy and Statutes:
	+ Article III, Section 4(a) states, “The University shall own copyrightable works as follows: (1) Works created pursuant to the terms of a university agreement with an external party, or… (3) Works specifically commissioned by the University, or (4) Works that are also patentable.”
	+ Article III, Section 5 of the General Rules states, “Except as otherwise specified herein or by the University in writing, intellectual property shall belong to the University if made: (1) by a university employee as a result of the employee’s duties or (2) through the use by an person, including a university employee, of university resources such as facilities, equipment, funds, or funds under the control of or administered by the University.”
	+ Article III, Section (7) (n) of the General Rules creates an University Intellectual Property Committee for the purpose of making recommendations to the president regarding procedures, guidelines, and responsibilities for the administration and development of intellectual property.
	+ Contracts for the development of software, including web sites, must be signed in advance of the start of work and must include University copyright ownership.
* Alternatives or Exceptions:
	+ In certain cases, subcontractors may be allowed to retain copyrights in work product where the work, in whole or in part, pre-existed the contract and University is assured clear and adequate license rights, including the rights to reproduce, distribute, and produce derivative works. Examples of such exceptions include works produced from templates, specially modified software, or documents, reports, etc., which are based upon a Contractor’s prior experience. In most cases, the University’s need for copyright ownership can be achieved through joint ownership with the Contractor.
	+ The patent rights clause is optional in all contracts except those wherein the University hires Contractors to produce software or web sites.

**ARBITRATION: The University cannot agree to binding arbitration.**

* Illinois Statutes:
	+ The Illinois Court of Claims has exclusive jurisdiction to hear and determine claims against the State and the Board of Trustees of the University of Illinois. 705 ILCS505/8; See also, Management Association of Illinois vs. Board of Regents of Northern Illinois University, 248 Ill.App.3rd 599, 618 N.E.2d 694, 188 Ill. Dec. 124 (1st Dist. 1993).
	+ The Illinois Court of claims has a jurisdictional damage limit of $100,000. Therefore, if the University agrees to binding arbitration, it gives up the right to litigate the matter in court, thereby relinquishing its protection against damage awards in excess of $100,000 in the Court of Claims.
* Alternatives or Exceptions:
	+ The only exception to this rule is for patent and copyright matters and international agreements.
	+ An alternative to binding arbitration could be mediation or some other non-binding dispute resolution process (even non-binding arbitration).

**INTEREST ON LATE PAYMENTS: The Board is governed by the Illinois Prompt Payment Act and, as such, can only make late payments pursuant to that Act.**

* Illinois Statutes:
	+ “This Act applies to any State official or agency authorized to provide for payment from State funds, by virtue of any appropriation of the General Assembly, for goods or services furnished to the State.” 30 ILCS 540/1
	+ See 30 ILCS 540/3-2 for an explanation of the interest due on late payments.
* Alternatives or Exceptions:
	+ None