



REQUEST FOR PROPOSAL FY26-01

RFP INFORMATION

RFP Number: FY26-01

RFP Issue Date: July 9, 2025

RFP Title: 3rd Party Billing & Collection for Auto Claims

Proposal Due Date/Time (Eastern): August 15, 2025, by 5:00 PM (EST)

UNIVERSITY CONTACT & SUBMISSION INFORMATION

University Contact Name: Sara Lockett

Title: Contract Manager

Email: sara.lockett@utoledo.edu

Proposals must be received by the University Contact stated above by the Proposal Due Date/Time indicated.

Proposals must be submitted via email to: sara.lockett@utoledo.edu

Proposal received after the Proposal Due Date/Time stated or submitted to anyone in addition to or other than University Contact stated above will not be considered.

RESPONDENTS MUST COMPLETE THE FOLLOWING and RETURN THIS COVER SHEET WITH RFP RESPONSE

Federal I.D. or TIN Number:

Company Legal
Name:

Company Website:

Primary Contact
Name:

Primary Contact
Title:

Primary Contact
Phone:

Primary Contact
Email:

Business Address:

Authorized Signatory's
Name:

Authorized Signatory's
Title:

Authorized Signatory's
Signature:

Date:

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SECTION 1: DEFINITIONS

Relative to this Request for Proposal, and any University-issued addenda, the following definitions apply:

- 1.1 Award: Agreement, Contract or Purchase Order resulting from this RFP.
- 1.2 Vendor, Supplier, Contractor: Respondent who is officially awarded the business through the RFP process and entered into a contractual agreement with the University.
- 1.3 Proposal: Respondent's formally prepared response to this RFP, which was received by the University.
- 1.4 Due Date/Time: The date and time specified in this RFP by which a Proposal must be received by the University in accordance with this RFP. Proposals received after such date and time will not be considered.
- 1.5 Respondent: Individual or company submitting a Proposal in response to this RFP.
- 1.6 RFP: Request for Proposal
- 1.7 Scope: Scope of Services or Materials identified by University within this RFP that forms the basis of Respondent Proposal.
- 1.8 University, UToledo, UToledo Health: The University of Toledo.

- 1.9 Addendum: Refers to document issued by the Contract Manager which modifies this Request for Proposal or provides additional information to respondents.
- 1.10 IUC-PG: Inter-University Council Purchasing Group is comprised of purchasing officers of state funded institutions of higher education in Ohio. The IUC operates under the requirements of the Ohio Revised Code, the by-laws of the Inter-University Council, the policies and procedures of the IUC-PG and the policies of each institution as authorized by each institution's Board of Trustees.
- 1.11 May, should: Indicates an item is requested but not mandatory. If the respondent fails to provide the requested information, the University, at its sole option, may either request that the respondent provide the information or evaluate the proposal without the information.
- 1.12 Shall, must, will: Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the proposal, or result in rejection of the proposal, as non-responsive.

SECTION 2: RFP SCHEDULE OF EVENTS

UToledo will make every effort to adhere to the schedule detailed below:

RFP Issue Date:	July 9, 2025
Site Visit (Optional):	N/A
Questions Submitted by:	July 22, 2025, by 5:00 PM (EST)
UToledo Response to Questions by:	July 25, 2025
Proposal Due Date/Time:	August 15, 2025, by 5:00 PM (EST)
Supplier Presentations:	TBD
Anticipated Contract Award Date:	September 2025
Contract Processing:	September 2025
New Contract Effective Date	September 29, 2025

SECTION 3: INSTRUCTIONS FOR PROPOSAL SUBMISSION

Respondents are cautioned to read this entire RFP carefully and to comply with all directives to avoid disqualification from an award.

- 3.1 Single Point of Contact:
From the RFP Issue Date until an Award is made and announced by the University, Respondents are **not** allowed to communicate with any University employee, staff, faculty, student, physician or officials regarding this RFP, except at the direction of the University contact listed on the Cover Sheet of this RFP. **Any unauthorized contact will disqualify the Respondent from further consideration of this RFP and any future RFP events of same nature.**
- 3.2 Proposal Preparation:
- Respondents must develop and submit a complete and accurate Proposal to this RFP. Proposals must adhere to all directives contained herein and must follow the chronology of this RFP as specified.

- Proposals should be prepared providing a straight-forward, concise description of Respondents capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Unnecessarily elaborate brochures or other presentations beyond that sufficient to respond to each section and beyond that sufficient to present a complete and effective proposal response are neither necessary nor desired.
- Respondent may include any optional data not requested yet considered by the Respondent to be pertinent to this RFP. Any such information should be clearly marked "Optional".
- Any Proposal that does not include the express requirements of this RFP and any University issued addenda shall be considered an incomplete Proposal and rejected.

3.3 Site Visit:

Site visits are not required for this RFP.

3.4 University Revisions to the RFP:

In the event that it becomes necessary for the University to revise any part of this RFP, revisions will be provided by the University via an addendum that is posted online at https://www.utoledo.edu/depts/supplychain/rfps_bids. Select the appropriate link, identified on RFP Cover Sheet, to view the documentation available. Respondent is responsible for checking the website often for any addenda associated with this RFP.

3.5 Respondent Questions regarding Scope or Procedure:

Respondents with questions or requiring clarification or interpretation of any section within this RFP must address these questions via e-mail to University Contact identified on RFP Cover Sheet prior to the date stated in Section 2. No phone calls will be accepted. Respondents need to reference each question in consecutive order, following the chronology of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Requests for extension of Proposal Due Date/Time will not be granted unless the University determines, at its' sole discretion, that the original Proposal Due Date/Time appears impractical. Notice of any extension will be provided in the form of an Addendum posted electronically to the website identified above.

3.6 RFP Required Submittals:

Proposals must be received by the University Contact identified on Cover Sheet as per the Due Date/Time stated. Regardless of cause, any Proposal received after the Proposal Due Date/time will not be considered.

The following submittals must be included in the Proposal. Failure to provide these submittals may disqualify Proposal:

RFP COVER SHEET	Complete and Signed
ATTACHMENT A	Certification Form
ATTACHMENT C	Scope of Services/Form of Proposal

3.8 Pricing:

- Prices in the Proposal must be FIRM and compliant with RFP specifications.
- Proposals may not be corrected after the Proposal Due Date/Time.

3.9 No Proposal Requirement:

If Respondent is unable or unwilling to submit a Proposal, Respondent should, as a courtesy, notify the University Contact identified on the Cover Sheet and provide a brief explanation for the “no-proposal” prior to the Due Date/Time. Failure to extend this courtesy may jeopardize your consideration for receiving future RFP’s.

3.10 Withdrawal of Proposal:

Respondent may withdraw Proposals at any time, prior to the Proposal Due Date/Time, with written notification to the University Contact identified on the Cover Sheet.

3.11 Cancellation of the RFP:

The University reserves the right to cancel this RFP, in whole or in part, at any time before the Proposal Due Date/Time. Should it become evident during the evaluation of the Proposals that it is no longer in the best interest of the University to make an award under this solicitation, UToledo reserves the right to cancel this RFP. The University shall not be responsible for any costs incurred due to the cancellation of the RFP.

3.12 Respondent Presentations:

Respondents may be required to make an oral presentation to clarify their Proposal or to further define their offer. These presentations would be held remotely utilizing Teams. Should University determine presentation is needed, University Contact will coordinate such presentation directly with Respondent.

3.13 Alternative Proposals:

Respondent may offer alternative Proposals; in which case each Proposal will be evaluated by the University as a separate option. Alternative Proposals must be clearly marked.

3.14 References:

References (current customers having similar scope, institutions of higher education, or commercial accounts of similar size) are required.

3.15 Accessibility:

UToledo is committed to creating and maintaining an accessible environment in which products or services are available to as many individuals as possible. Assistive and

adaptive technology options should be provided in your response to demonstrate the accessibility features of the goods or services being requested.

SECTION 4: GENERAL INFORMATION AND NOTICE TO RESPONDENTS

The Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to the University will be selected.

4.1 Rights Reserved:

The University, at its sole discretion and upon its determination that such actions would be in its best interest, reserves the right to:

- Accept or reject any or all Proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities, informalities, and technicalities in any Proposal when determined that it is in its best interest to do so.
- Contact any Respondent for clarification of information submitted.
- Hold all Proposals for a period of up to ninety (90) days after the Proposal Due Date/Time and accept a Proposal not withdrawn before the scheduled Due Date/Time.
- Cancel and/or reissue this RFP at any time.
- Invite some, all, or none of the Respondents for interviews, demonstrations, presentations, and further discussion.
- Negotiate a possible contract and solicit the best and final offers from some or all Respondents prior to or during this negotiation process.
- Choose not to evaluate, shall deem non-responsive, and/or shall disqualify from further consideration any Proposals that do not follow the RFP directives, are difficult to understand, are difficult to read, or are missing any requested information.
- Make an Award by items, groups of items, or whichever is deemed most advantageous to the University. UToledo also reserves the right to make multiple awards when it is deemed in the best interest of the University.

4.2 Right to Investigate and Reject:

The University may investigate as deemed necessary to determine the ability of the Supplier to provide the goods and/or services specified in RFP. UToledo reserves the right to reject any Proposal if the evidence submitted by Respondent or investigation of fails to confirm that Supplier is properly qualified. This includes UToledo's ability to reject Proposal based on negative references.

4.3 Incurred Expenses:

The Respondent, by submitting a Proposal, agrees that any cost incurred by responding to this RFP, or in support of activities associated with this RFP, will be borne by the Respondent, and shall not be billed to the University. The University will incur no obligation or liability whatsoever to anyone resulting from the issuance of, or activities pertaining to, this RFP, including samples. Respondents submit Proposals at their own risk and expense.

4.4 Resulting Contract(s):

This RFP, any addenda, the Respondent's Proposal, any addenda or exhibits, best and final

offer, and any clarification responses may be included in any resulting contract(s).

4.5 Evaluation Process and Contract Term:

All Proposals submitted by the Proposal Due Date/Time will be evaluated by UToledo. If an Award is made, the Respondent, whose Proposal, in the sole opinion of the University, represents the best overall value to UToledo will be selected. Price/Discounts, although a factor, will not be the sole determining factor in the Award. Unless otherwise referenced, Proposal evaluation criteria may include but are not limited to:

- RFP compliance
- Quality of the goods/services being offered
- Capital Investment, costs (fees, expenses, commissions)
- Local presence
- Creativity and innovativeness of solutions
- Qualifications and experience of proposed personnel and evidence of successful performance with similar accounts or operations
- Financial Stability of supplier
- Green/sustainability initiatives
- Ability to execute the contract in a timely manner.

SECTION 5: UTOLEDO STANDARD CONTRACT CLAUSES

The University of Toledo is a public institution of higher education. As a public institution, our contracts are prohibited from containing invalid terms and conditions as per Section 9.27 of the Ohio Revised Code: [Section 9.27 - Ohio Revised Code | Ohio Laws](#). Unless otherwise indicated in this RFP, referenced or included as separate ATTACHMENT/Exhibit, the terms and conditions located at www.utoledo.edu/depts/supplychain/pdfs/tc10-12-23.pdf will apply to this RFP and resulting Award. Respondents are not required to redline any of these terms and conditions as part of Proposal submission. UToledo will make the final determination as to resulting contract clauses.

SECTION 6: UTOLEDO GENERAL INFORMATION



UToledo is the regional force powering opportunities to learn, care, work and play. A public R1 research university and academic medical center, UToledo has been improving the lives of our students, patients, employees and neighbors in the greater northwest Ohio community since 1872.

UToledo is proud to be a regional public university serving the city of Toledo, state of Ohio and beyond. At our vibrant and beautiful campuses, the University and its health system employ more than 5,000 individuals, care for over 300,000 patients annually, and generate a \$2.8 billion annual economic impact on the regional economy. UToledo is proud to be one of only 29 public universities that offer a comprehensive array of degree programs across 95 undergraduate degrees, 73 master's and specialist degrees, and 34 doctoral and first professional degrees. Of these 202 programs, 100 are nationally ranked.

UToledo's Fall 2024 student headcount was 14,440. The university has implemented a new comprehensive Strategic Enrollment Plan developed with Huron Consulting Group. Efforts are underway to diversify the student body to grow not only direct from high school student populations, but also to attract transfer, nontraditional, international, graduate and professional students through new pathways, programs and degrees that connect students with high demand careers.

Five residence halls are located on Main Campus, including townhomes for sororities and fraternities in McComas Village, a first-year housing experience in Parks Tower and an honors community in the Honors Academic Village. UToledo has more than 400 student organizations encompassing a variety of cultural, academic, athletic, religious, social and recreational interests.

The UToledo Athletic Department supports the athletic, academic and personal aspirations of its nearly 400 student-athletes. The Toledo Rockets have been recognized as the top overall athletic department in the Mid-American Conference in each of the last three years. For the first time in history, the Rockets won the awards for being the top men's and women's athletic programs in the MAC in the same year. These awards recognize an athletic department that has won 13 MAC Championships over the last three seasons, more than any of UToledo's peers. As of 2024, the Rockets had won more conference games (76) than any school in the NCAA Division I-FBS in the sports of football, men's basketball, and women's basketball over the last two seasons.

UToledo has led the conference in football attendance each of the last six seasons, is perennially in the top two in men's basketball, and has been in the top 30 nationally in women's basketball attendance. UToledo is the only MAC school to ever lead the conference in football, men's basketball, and women's basketball attendance in the same year.

Toledo Athletics annually hosts more than 350 events, bringing more than 300,000 people onto campus on a yearly basis. Toledo Football appeared on national television 26 times over the last three seasons, with total viewership of more than 12 million. Over the same period Toledo's basketball programs appeared on national television over 30 times and more than 200 other Toledo sporting events were streamed on ESPN platforms.

Mission

The University of Toledo improves the human condition as a public research university and academic medical center whose mission is to educate students to become future-ready graduates, cultivate leaders, create and advance knowledge, care for patients and engage our local, national and global communities.

Vision

The University of Toledo will impact the present and shape the future through our actions and discoveries. To achieve this vision, we will:

- Prioritize student success, health and well-being.
- Create a diverse community built on foundations of respect, inclusion and belonging.
- Embrace a people-first culture where we are known for outstanding student experiences, alumni and donor engagement, patient satisfaction and as an employer of choice.
- Launch graduates equipped to think critically, act ethically, collaborate and communicate effectively in diverse environments, and apply their knowledge and skills to analyze and solve real-world problems.
- Build on our distinct strengths and invest in areas that increase the University's impact.
- Foster research, innovation, discovery and creative work that transform our world.
- Partner with our communities to advance our mutual success and create opportunities for all.
- Inspire a love of life-long learning and commitment to serving others; and,
- Develop and strengthen relationships that invest in our mission to improve the human condition.

Values

- Academic Excellence – We embrace the highest standards of achievement, challenging our students, faculty and staff to reach their greatest potential.
- People-Centered – We prioritize our relationships with our students, faculty, staff, patients, alumni and donors, creating a culture where everyone feels valued, supported and part of the Rocket family.
- Inclusion – We foster belonging, equity and respect for all as part of our commitment to valuing diversity of people and ideas.
- Community – We advance the public good in our regional, state, national and global communities through service and collaboration.
- Research and Innovation – We impact the world around us through innovation in discovery, integration, application, teaching and creative works.
- Integrity – We are trustworthy, acting with honesty, transparency, accountability and authenticity in all we do.
- Efficiency and Effectiveness – We ensure long-term success through fiscal stability, sustainability, alignment, efficiency and operational excellence.

For more information about the University, visit [utoledo.edu](https://www.utoledo.edu).

Campus Map

A University of Toledo map of all UToledo campuses can be found on this website: <https://www.utoledo.edu/campus/directions/>

ATTACHMENT A
RFP FY26-01
CERTIFICATION FORM

Please read and complete the information requested below. Failure to complete this form may result in the disqualification of your proposal submittal. The University, at its discretion, may disqualify your Proposal if any such representations are deemed untrue, inaccurate or if any employment/affiliation creates a potential conflict of interest.

1. **No Findings for Recovery**

The Respondent warrants that it ☐ **is** ☐ **is not** subject to an 'unresolved' finding for recovery under Ohio Revised Code 9.24.

2. **Public Records/Confidentiality**

Respondents acknowledge that UToledo, as an instrumentality of the State of Ohio, is subject to the Ohio Revised Code 149.43, et seq., and any and all laws pertaining to public records.

3. **Conflict of Interest**

☐ The respondent certifies that **none** of the company's directors or principal officers are employed by or affiliated with The University of Toledo.

☐ Should any of the Respondent's directors or principal officers be employed or affiliated with The University of Toledo, the Respondent will so certify by listing their name(s) and title(s) below:

Name:	Title:
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By signing this document, you agree, on behalf of your company, to the specifications of this RFP and accept, without exception or amendment. Any Award resulting from this RFP shall be subject to these instructions, terms, and requirements incorporated herein.

Respondent hereby certifies: (a) that this Proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Respondent has not directly or indirectly included or solicited any other company to put in a false or sham Proposal; (c) that company has not solicited or induced any person, firm, or corporation to refrain from sending a Proposal and (d) this proposal is in all respects fair and in good faith without collusion or fraud.

Name:		Signature:	
Title:		Date:	

ATTACHMENT B
RFP FY26-01
PROJECT OVERVIEW

The University of Toledo d/b/a The University of Toledo Medical Center (UToledo Health) is seeking competitive Proposals from qualified suppliers to provide 3rd Party Billing & Collections for Auto Claims.

Awarded Supplier will provide billing and follow up on automotive liability claims along with investigation and collection of crash reports and submission of itemized for attorney requests with detailed overview of experience specific to motor vehicle accident (MVA) and third-party liability (TPL) recovery within the state of Ohio. Private health Insurance are to be returned to University of Toledo Medical Center to pursue once MVA and TPL opportunities are exhausted and at no time will Health Insurance payments be eligible for commission by Supplier.

The information provided herein is intended to assist Respondent so they can properly submit Proposal in response to this Request for Proposal. UToledo believes this RFP provides sufficient information to submit a qualified Proposal but Respondent is encouraged to include any additional information in their Proposal that will substantiate their product quality and service capabilities.

1. UTOLEDO HEALTH INFORMATION

- a. Facility Name: University of Toledo Medical Center
- b. Location: 3000 Arlington Avenue, Toledo, OH 43614
- c. Bed Size: 319
- d. Patient Accounting System: Epic, as of November 2022

2. HISTORICAL PLACEMENT VOLUMES :

Patient Type	Year	Auto Accounts Placed	Auto Gross Accounts Placed
MVA	2020	590	\$4,463,274.66
	2021	558	\$4,974,838.41
	2022	347	\$4,567,607.83
	2023	692	\$12,192,854.63
	2024	867	\$17,910,881.11
	2025 (through March)	189	\$1,869,718.70

3. TERM

The term of the 3rd Party Billing & Collection for Auto Claims contract will be 1-year. The desired start date for this agreement will be on or after September 29, 2025. Agreement will auto renew annually, at the same fee structure, terms and conditions, for a maximum contract term of 5-years in total unless otherwise terminated, as per agreement.

4. BUSINESS RELATIONSHIP

UToledo recognizes that the contract awarded pursuant to this RFP represents a long-term business relationship between the Supplier and UToledo. As such, UToledo desires to structure a partnership to provide unprecedented opportunities for UToledo and Supplier and build a shared understanding of mutual goals, resources and expertise.

The resulting agreement will be administered by UToledo Health's Patient Financial Services. Supplier will work closely with various UToledo Health patients and/or departments during partnership in a manner that is consistent with the expectations outlined in this RFP and resulting agreement.

5.COOPERATION WITH EXTERNALLY IMPOSED CONTRACTS

Awarded Supplier must cooperate and comply with UHealth's contracted vendor management supplier (Healthfuse) and provide any necessary documentation requested.

6. ANNUAL REVIEW & REPORTING REQUIREMENT

As with all long-term business relationships, UToledo will review Supplier compliance and performance of resulting agreement at least annually to ensure goals and expectations are met. This review will allow UToledo and Supplier to capitalize on their relationship for the benefit of both UToledo and Supplier.

UToledo will also require Supplier to provide reporting on a monthly or quarterly basis, as determined by UToledo.

7. COMPLIANCE

Supplier must provide services in a manner consistent with UToledo's mission, vision, and values. Suppliers will comply with all applicable UToledo policies and procedures including but not limited to the dress code, COVID-19-specific vaccinations and PPE, parking rules and regulations and insurance requirements. Suppliers will provide high quality customer service and respect when dealing with UToledo patients, faculty, staff and students and with external constituents including payers and agents.

8. UTOLEDO HEALTH REQUIREMENTS

The University's key goals for this RFP are to contract with a Supplier that will:

1. Review all Third-Party Liability claims referred by the University of Toledo Medical Center in relation to billing, follow up and denials or no response from Third Party Liability plan to determine appropriate path to resolution.
2. Interface with key areas within University of Toledo Medical Center for proper assessment of the claim (i.e. Patient Financial Services, Coding, Medical Records, Credentialing).
3. Analyze the Third-Party Liability remittance advice and any associated documented communication for the basis of the denial and properly resolve with the appropriate Third-Party Liability Organization.
4. Perform all necessary follow-up on claims and ensure complete and proper disposition of the claim, returning all non- Third-Party Liability claims as soon as discovered claims are not payable via the Third-Party Liability payer.

5. Provide University of Toledo Medical Center with monthly/quarterly reports of the current status of all claims, including an aging of open inventory, net collection percentage, cumulative payments, payments by month placed, and any other reporting applicable to the program.
6. Hold a contract performance meeting monthly, or as requested to discuss placement results and key findings.
7. University of Toledo Medical Center reserves the right to close and return a patient account if the University of Toledo Medical Center feels progress is not being made or at which time insurance needs to be to avoid a timely filing insurance denial.
8. Routinely complete resolution of accounts for payment within 120 days from date of placement but not longer than one year from date of placement for resolution or payment from payer.
 - a. Accounts will be worked and noted within Epic once per month at minimum.
9. Establish a dedicated unit off-site (to be determined prior to contract signing). The purpose of the dedicated unit will be to identify and recover on all accounts assigned to the vendor. The dedicated unit will include
 - a. Dedicated staff
 - b. Project Manager
10. Act as an extension of the University of Toledo Medical Center's Patient Financial Services and be seamless to the third-party payer.
11. University of Toledo Medical Center will provide training to vendor upon start of the project for Epic access requirements. Vendor will provide staff training, except for required systems training by University of Toledo Medical Center.
 - a. Vendor must be able to accommodate remote training options.
12. Be granted remote access to University of Toledo Medical Center's electronic medical record (EPIC) to partner employees who successfully pass required training.
13. The Project Manager will be the primary person who will have the responsibility and authority to answer questions and resolve issues regarding the project and performance of the vendor. The Project Manager's hours of operation will coincide with University of Toledo Medical Center's hours of operation Monday through Friday 8:00a.m – 5:00p.m. EST.
14. Provide onshore resources only.
15. Maintain quality control procedures, which will ensure that work performed for University of Toledo Medical Center is done with maximum efficiency, quality, and accuracy.
16. Provide University of Toledo Medical Center with a daily notes file formatted in-line with standard EPIC file extracts, if working outside of the EPIC system.
17. Utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC.
18. Comply with University of Toledo Medical Center's Vendor Management Office (VMO), Healthfuse, and provide any necessary documentation requested of the VMO including but not limited to the following
 - a. Monthly performance reports.
 - b. Monthly invoice details sent to University of Toledo Medical Center to audit the vendor's invoice for accuracy.
 - c. Requested account details and statuses.

- d. Access to other necessary information required to fully audit accounts in inventory.

9. ADDITIONAL INFORMATION

The following websites contain additional information Respondent may find useful for Proposal:

www.utoledo.edu	UToledo website
www.utoledo.edu/depts/supplychain/rfps_bids/	UToledo Supply Chain Management Rfx Events
www.utoledo.edu/campus/directions/	UToledo Campus Maps and Directions
https://health.utoledo.edu/directions/index.html	UTHealth Directions and Maps

ATTACHMENT C
RFP FY25-14
SCOPE OF SERVICES/FORM OF PROPOSAL

Respondent is instructed to adhere to the following chronology to ensure Proposal submitted is clear and concise. All information in Proposal must be labeled with applicable Section number or applicable ATTACHMENT letter to ensure compliance with RFP requirements.

1. SUPPLIER INFORMATION

Provide executive summary to include:

- 1.1. Company History
- 1.2. Organizational Structure
- 1.3. Qualifications & Market Position
- 1.4. General overview of administrative information:
 - 1.4.1. Security Certifications actively held – SOC II Type 2, HITRUST
 - 1.4.2. Security Certifications under pursuit
 - 1.4.3. Subcontractors the associated function currently leveraged by Agency
- 1.5. Future Expansion & Growth Plans
- 1.6. Litigation: provide list of litigation within the last (5) years in which Supplier was named as a defendant and a statement about the nature of each such lawsuit and its status.
- 1.7. Contract Terminations: provide list of terminated contracts that Supplier has ceased to operate in the past five (5) years, including whether the agreement was terminated or not renewed.
- 1.8. Proof of Insurance.

2. EXPERIENCE & REFERENCES

- 2.1 Provide at least three (3) references (current customers having similar scope, institutions of higher education, or commercial accounts of similar size) that UToledo may contact. Information must be structured as follows:

Hospital/Institution/Company Name:	
Address:	
Contact Name:	
Contact Title:	
Telephone Number:	
Email Address:	
Project Value:	
Project Description/Scope:	

- 2.2 Provide detailed summary of experience working with Epic.

- 2.3 Provide at least three (3) references (current customers having similar scope, institutions of higher education, or commercial accounts of similar size) that UToledo may contact. Information must be structured as follows:

Institution/Company Name:	
Address:	
Contact Name:	
Contact Title:	
Telephone Number:	
Email Address:	
Project Value:	
Project Description/Scope:	

3. **UTOLEDO HEALTH GOAL COMPLIANCE**

UToledo Health stated key objectives of this RFP in ATTACHMENT B, section 8 (see page 12-14). Respondent is instructed to review these objectives and confirm compliance with each of the objectives listed. If Supplier is unable to meet objective, Respondent must clearly detail why objective cannot be met.

4. **CURRENT PROCESS**

Please describe your current process of obtaining and reviewing claims within an Epic system to ensure that we are capturing all Auto Related claims for submission in the EHR system of Epic.

5. **FEE STRUCTURE**

Respondent is instructed to propose a fee structure for the following:

5.1. Fees based on a percentage of automotive/3rd party liability payments received.

ATTACHMENT D
RFP FY26-01
SELECTION CRITERIA

All Proposals submitted by the Proposal Due Date/Time will be evaluated by UToledo. If an award of contract is made, the Respondent whose Proposal, in the sole opinion of the University, represents the best overall value to UToledo will be selected. Price/Discounts, although a factor, will not be the sole determining factor in the award. Evaluation criteria for this RFP include:

Evaluation Criteria	Weight
Supplier Qualifications This will include an evaluation of the information provided in response to Section 1 of ATTACHMENT C.	Up to 10 points
Supplier Experience & References This will include an evaluation of information provided in response to Section 2 of ATTACHMENT C.	Up to 15 points
UToledo Health Goal Compliance This will include an evaluation of information provided in response to Section 3 of ATTACHMENT C.	Up to 35 points
Current Process This will include an evaluation of information provided in response to Section 4 of ATTACHMENT C.	Up to 15 points
Fee Structure This will include an evaluation of the information provided in response to Section 5 of ATTACHMENT C Proposal.	Up to 25 points
TOTAL:	Up to 100 points

ATTACHMENT E
RFP FY26-01
UTOLEDO SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made and entered into on _____
_____, 20____ ("Effective Date") by and between **THE UNIVERSITY OF TOLEDO, ("UToledo")**, an
instrumentality of the State of Ohio created under Revised Code Chapter 3364 and [insert
contractor legal name here] ("**Contractor**"), having its principal place of business
at [insert contractor address, city, state, zip code here]. UToledo and Contractor are individually
referred to as "**Party**" and collectively referred to as the "**Parties**".

RECITALS

- A. UToledo desires to obtain the services of Contractor for the purposes set forth in this Agreement; and,
- B. Contractor has the expertise and experience and wishes to provide these services to UToledo.
- C. THEREFORE, the Parties agree as follows:

AGREEMENT

1. Statement of Services.

- A. Contractor will undertake the Services and activities set forth in the Statement of Services, labeled Exhibit I, incorporated by reference ("**Services**").
- B. Contractor will furnish professional services in accordance with the commercial standards necessary for the satisfactory performance of the Services.
- C. Contractor will perform all Services required under this Agreement, and UToledo will not hire, supervise, train, or pay any assistants on behalf of Contractor in the provision of Services.
- D. Contractor will furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the Services under this Agreement, unless otherwise stated in the Statement of Services.
- E. Contractor retains the management of the Services, including the exclusive right to control or direct the manner or means by which Contractor performs the Services. UToledo retains the right to ensure that the Services are in conformity with the terms and conditions of the Agreement.
- F. Contractor warrants that the Services will be performed in a timely, professional and workmanlike manner in accordance with the highest applicable professional

standards and will comply with the specifications and other requirements set forth in this Agreement. UToledo may, at its option, require Contractor to correct any errors or deficiencies in its work product or services within a mutually agreeable time period, at no cost to UToledo and in accordance with the provisions set forth in this Agreement.

2. Compensation and Charges.

- A. It is mutually agreed and understood between the Parties that the total amount to be paid by UToledo to Contractor under this Agreement will in no event exceed the sum of \$ insert total here US\$. These charges are complete, and no additional charges of any type will be added without UToledo's written consent.
- B. UToledo will pay Contractor for Services rendered in accordance with the fee schedule set forth below.

Service	Fee

- C. UToledo agrees to compensate the Contractor within 30 days of receipt of undisputed invoices for Services delivered and performed as required under this Agreement.
- D. Invoices resulting from this Agreement should be emailed to: APInvoices@utoledo.edu. Invoice must reference this Agreement, description of Services, and/or purchase number, if applicable. Upon receipt of invoice and approval to pay from department, a voucher for payment will be processed, submitted and payment will be provided to Contractor.
- E. Unless otherwise agreed upon in writing, Contractor will be responsible for and assume all travel, office and business expenses incurred in performing this Agreement. Further, Contractor's travel expenses, if any, are subject to UToledo's advance written approval and in accordance with UToledo's travel and business expense policy at:
https://www.utoledo.edu/policies/administration/finance/pdfs/3364_40_03.pdf

3. Term and Termination.

- A. This Agreement will continue for a period of one (1) year from the Effective Date, unless terminated earlier as provided herein.
- B. Either Party may terminate this Agreement by providing the other Party with thirty (30) days' prior written notice upon the material breach of the other Party and the failure of such Party to cure such breach within a reasonable period of time following notice of such breach.

- C. UToledo may, at any time during the term of this Agreement suspend or terminate this Agreement with or without cause by giving written notice to Contractor. Contractor will be paid for Services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made provided Contractor has supported such payments with detailed factual data containing Services performed and hours worked. Contractor waives any right to, and will make no claim for, additional compensation against UToledo by reason of such suspension or termination. In the event Contractor has received payment from UToledo for Services not yet completed, Contractor will reimburse UToledo within fifteen (15) days of Agreement termination.
- D. In the event this Agreement is terminated prior to its completion, Contractor will deliver to UToledo all Service-related products and documentation which have been prepared by Contractor in the course of providing Services. All such materials will become and remains the property of UToledo, to be used in such manner and for such purpose as UToledo may choose. Contractor agrees to waive any right to and will make no claim for additional compensation against UToledo by reason of such termination.

4. Independent Contractor.

- A. Contractor agrees that it is an independent contractor, and not an agent, partner or employee of UToledo. Contractor understands that it does not have the authority to sign agreements, notes or obligations or to make purchases or dispose of property for or on behalf of UToledo. Where UToledo is directing the work of Contractor, Contractor will treat this as a directive for final result or expectations only.
- B. Contractor's personnel are not employees or agents of UToledo at any time or for any purpose. This includes application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel will at any time, or for any purpose, be considered public employees for the purpose of Ohio Public Employees Retirement Systems benefits.
- C. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the Services authorized by this Agreement.

5. Liability and Coverage.

- A. Contractor will at all times during the term of this Agreement and thereafter indemnify, defend and hold UToledo, its trustees, officers, employees, affiliates and state of Ohio harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and attorneys' fees, resulting from the production, manufacture, sale, use, lease, consumption or advertisement of any products or services under this Agreement. It is understood and agreed that the provisions of this section will survive the termination of this Agreement.
- B. Contractor will procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of that work by Contractor, or Contractor's agents, representatives, employees or subcontractors. The following UToledo website contains all insurance requirements applicable during performance of Services:

https://www.utoledo.edu/depts/risk/rm/policies/contractor_insurance_front_page.html

A certificate reflecting the continuing required insurance coverage will be delivered to UToledo at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies.

6. Rights in data, patents and copyrights, public use.

- A. If applicable, Contractor will deliver and assign to UToledo all rights, title and interest to: documents, data, materials, information, processes, studies; reports, surveys, proposals, plans, codes; scientific information, technology information, regulations; maps, equipment, charts, schedules, photographs, exhibits; software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Agreement (the "**Deliverables**").
- B. If applicable, the Deliverables provided by Contractor in rendering the Services will become the property of UToledo. UToledo, and any person, agency or instrumentality providing financial assistance for the Services performed under Article I will have the unrestricted right to reproduce, distribute, modify, maintain and use the Deliverables.
- C. Contractor will not obtain copyright, patent or other proprietary protection for the Deliverables, provided, however, that Contractor will reserve its rights in all methods, pre-existing work, software and data used to prepare such Deliverables.
- D. Contractor will not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the Services gives prior written approval to use such copyrighted matter in the manner provided herein.

- E. Neither Contractor nor any of its employees, agents, subcontractors or assigns will make a disclosure for securing a patent in the United States or any other country for any of the Deliverables unless UToledo approves this disclosure in writing prior to application for the patent.
- F. In the event that Contractor does obtain this patent, Contractor will, at the request of UToledo, provide UToledo written authorizations for UToledo and any other person, agency or instrumentality contributing financial support to the Services contemplated under this Agreement to make use of the subject of the said patent disclosure without any payment.
- G. Contractor agrees that all Deliverables will be freely available to the public to the extent required by law.

- 7. Nondiscrimination. Pursuant to Ohio Rev. Code § 125.111, and University of Toledo Nondiscrimination Policy, Contractor agrees that Contractor will not discriminate, by reason of race, color, religion, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, military or veteran status, disability, genetic information, familial status, political affiliation, or participation in protected activities in the performance of the contracted work.
- 8. Auditing. During the performance of Services required of Contractor by this Agreement and for a period of seven (7) years after its completion, Contractor will maintain auditable records of all charges pertaining to this Agreement and will make such records available to UToledo as UToledo may reasonably require.
- 9. Notice. Any notice to either Party hereunder must be in writing signed by the Party giving it, and will be served personally or by registered or certified mail addressed as follows:

To UToledo:

The University of Toledo
Attn: Sr. Director, Supply Chain, MS #1221
3125 Transverse Drive
Toledo, OH 43614
jennifer.pastorek@utoledo.edu

Cc:

The University of Toledo
Office of Legal Affairs, MS #943
2801 W. Bancroft Street
Toledo, OH 43606

To Contractor:

[Contractor]
Attn: [Name]
[Mailing Address]

[Email address]

or to such other addressee as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

A notice or other communication under this Agreement will also be deemed to have been received if it is delivered by email to the email address for the Party stated in this Section 9, only when the recipient acknowledges having received that email by an email response. An automatic "read receipt" does not constitute acknowledgement of an email for purposes of this Section 9.

10. Compliance with Law and UToledo Policies. Contractor agrees to comply with applicable federal, state, local laws, and UToledo policies and procedures in the performance of its duties hereunder. Further, Contractor agrees to comply with UToledo's drug-free workplace policy and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. If profession licensing or certification constitutes a qualification for Contractor's performance under this Agreement, Contractor will make immediately available, at UToledo's request, a copy of said certification or license. Contractor will ensure that all Contractor's handling of hazardous material used in fulfillment of this Agreement will be in accordance with applicable state and federal regulations. The Contractor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind.
11. Parking. Contractor's personnel and vehicles under this Agreement will adhere to all vehicle laws of the state of Ohio and UToledo policies and procedures ("**Laws and Policies**"), including but not limited to: parking only in designated spaces; keeping vehicles off sidewalks and pedestrian paths; not blocking any type of traffic; no speeding/reckless driving, and ensuring that all vehicles and delivery drivers have the proper licensure and permits. Contractor is responsible for all parking fines and towing expenses incurred for its vehicles that are noncompliant with Laws and Policies. Contractor is responsible for any applicable unpaid parking fines, including but not limited to, parking in a handicap space, incurred by Contractor's personnel while performing Services. While performing Services, vehicles which are clearly marked as a service vehicle ("**Active Service Vehicle**") may park in designated Active Service Vehicle spaces without a parking permit. All vehicles, except an Active Service Vehicle, must have a parking permit and comply with Laws and Policies, including but not limited to, those vehicles used for Service-related meetings.
12. Public Records/Confidentiality. The Parties acknowledge that UToledo, as an instrumentality of the State of Ohio, is subject to the Ohio Revised Code 149.43, et seq., and any and all laws pertaining to public records and is therefore, obligated to disclose public records. Should UToledo receive a request involving information related to Contractor, including this Agreement, UToledo will immediately notify Contractor of the request. Contractor will have ten (10) calendar days from the date of the notice to assert any applicable legal rights prohibiting disclosure of the information being sought before such information is released. Contractor hereby perpetually releases UToledo from all liability associated with the release

of such information after this ten (10) calendar day period. It is understood and agreed that the provisions of this section will survive the termination of this Agreement.

13. Records Requirements. In the event that it is determined that Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and regulations adopted pursuant thereto apply to this Agreement, Contractor agrees, for a period of four (4) years after performance hereby, to make available to the Secretary of Health and Human Services or to the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this Agreement and its books, documents and records necessary to certify the nature and extent of the costs thereof. If any portion of this Agreement is to be performed through a sub-contract with a related organization at a cost of Ten Thousand Dollars (\$10,000.00) over a twelve (12)-month period, such sub-Agreement will contain this requirement.
14. Accessibility. Contractor acknowledges and understands that the software and/or hardware under this Agreement must comply with the Americans with Disabilities Act ("**ADA**"), 42 U.S.C. 12101 et seq. and Sections 504 and 508 of the Rehabilitation Act 29 U.S.C. 701 et seq. as those laws apply to UToledo and meet current Web Content Accessibility Guidelines set forth by the World Wide Web Consortium (W3C). Contractor will indemnify, defend and hold UToledo and their respective trustees, employees, students, agents and servants harmless from all fines, penalties, expenses or awards related to any claims, including requests for accommodations concerning administration of the software and/or hardware under this Agreement including but not limited to ADA compliance. Contractor agrees to promptly address and resolve any complaint related to compliance with ADA accessibility requirements of the software and/or hardware under this Agreement that has been identified and brought to the attention of the Contractor. Contractor agrees that Contractor's failure to comply with this section is a material breach of this Agreement.
15. Export Control. Contractor acknowledges that University may use the services of employees, visiting professionals, and students who are not U.S. citizens or permanent resident aliens. Contractor will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130) and Export Administration Regulations (EAR) (15 CFR § 730-780). Contractor will not disclose or provide to any employee or agent of the University any information subject to the licensing provisions of the ITAR or EAR without the prior written approval of the University, which may be requested by contacting exportcompliance@utoledo.edu.
16. Warranty. Contractor warrants that the work performed and equipment supplied hereunder will be of first quality, in full compliance with the requirements of this Agreement, and free from defects in material, workmanship and design for one (1) year from initial operations. If any aspect of the above warranty will be breached, Contractor will, upon receipt of notice thereof from University and at Contractor's sole cost and expense, promptly repair or replace the defective materials, workmanship, or design or pay the University the costs and expenses incurred by the University in conducting such repair and replacement.

17. Conflict of Interest. During the term of this Agreement, Contractor will not voluntarily acquire a personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of Contractor's functions and responsibilities with respect to the carrying out of these Services. This will apply to any employees, personnel or other person who exercises any functions or responsibilities in connection with the review or approval of carrying out the Services. Any person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement will immediately disclose his or her interest to UToledo in writing. Thereafter, he or she will not participate in any action affecting the Services, unless UToledo will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Contractor by signature on this Agreement certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Chapter 102 and Sections 2921.42, 2921.421 & 2921.43 of the Revised Code.
18. Use of University Marks. Contractor will not appropriate or make use of UToledo's name or other identifying marks or property in its advertising without prior written consent of UToledo's Office of Marketing and Communications.
19. Taxes. UToledo, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate is available upon request.
20. Contingent Upon Appropriation. It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State.
21. Entire Agreement; Waiver. This Agreement contains the entire agreement between the Parties and will not be modified, amended or supplemented, or any rights waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement will not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
22. Headings. The headings in this Agreement have been inserted for convenient reference and will not be considered in any questions of interpretation or construction of this Agreement.
23. Severability. The provisions of this Agreement are severable and independent, and if any such provision will be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, will, nevertheless, be binding and enforceable.

24. Governing Law. This Agreement and the rights of the Parties will be governed by the laws of the State of Ohio and only Ohio courts will have jurisdiction over any action or proceeding concerning the Agreement and/or performance.
25. Successors and Assigns. Services may not be subcontracted out by Contractor without prior written consent of UToledo and any attempted subcontracting without UToledo prior written consent will be null and void and of no force and effect. In the event subcontracting is approved by UToledo as permitted within this section, Contractor will bind its subcontractors and suppliers by written agreement to observe all terms of this Agreement. This Agreement will not create any contractual relationship between any such subcontractors or suppliers and UToledo.
26. Amendments. No change to any provision of the Agreement will be effective unless it is in writing and signed by both parties.
27. Free Trade. Pursuant to R.C. 9.76(B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
28. Unresolved Findings. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the Agreement is void ab initio and Contractor must immediately repay to the State any funds paid under this Agreement.
29. Debarment. Contractor certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the dates set forth below.

THE UNIVERSITY OF TOLEDO

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

BUSINESS ASSOCIATE ADDENDUM/QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate Addendum/Qualified Service Organization Agreement (this "Addendum") sets forth the obligations of [full legal name] ("**Business Associate**") regarding its use of individually identifiable health information ("Protected Health Information") in connection with the services it provides to The University of Toledo ("University"). All terms used but not otherwise defined will have the same meaning as set forth in the privacy and security rules found at 45 C.F.R. Parts 160 and 164 and 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records ("Part 2 Regulations"). University and Business Associate are individually referred to as "Party" and collectively as "Parties".

1. Use of Protected Health Information. Business Associate is permitted to use Protected Health Information as necessary to enable it to perform the services specified under the [agreement title] effective as of [date] (the "Agreement") between Business Associate and University. These uses are set forth in the Agreement. Business Associate will not use Protected Health Information for any purpose except those expressly permitted by the Agreement or this Addendum or required by law. Any use or disclosure other than as permitted herein or otherwise required by law will be considered an "Unauthorized Use or Disclosure". All uses and disclosures of Protected Health Information will comply with the minimum necessary requirement as defined under the privacy rule.

2. Disclosure of Protected Health Information. Business Associate will not disclose Protected Health Information in any manner that would constitute a violation of the privacy rule or law if disclosed by University. Use of Protected Health Information by the Business Associate to perform its internal business functions or its duties under the Agreement is expressly permitted. Business Associate will not disclose or use Protected Health Information, or any information received from University without the written consent of University, even if de-identified, to any third party unless it enters a written agreement with the third party to abide by this Addendum as if such third party were the Business Associate hereunder and requires such third party to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached. If such third party receives or transmits electronic Protected Health Information on behalf of University, such third party will implement the same measures required by this Addendum.

Business Associate will not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information relates. Business Associate will not receive any remuneration, direct or indirect, in exchange for Protected Health Information, except with prior written consent of University and as permitted under applicable law. Nothing in this provision will be construed to prohibit payment to the Business

Associate by University for services provided pursuant to the Agreement. Business Associate will not use or disclose Protected Health Information for fundraising or marketing purposes.

3. Appropriate Safeguards. Business Associate will adopt reasonable safeguards to prevent any Unauthorized Use or Disclosure of Protected Health Information. Business Associate will notify all employees of their obligations regarding Protected Health Information, and ensure that all employees adhere to the terms of this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information it creates, receives, transmits, or maintains on behalf of University. Business Associate will develop policies and procedures and implement the requirements of the privacy and security rules as applicable to Business Associate.

4. Accounting. Business Associate will maintain an accounting of all disclosures of Protected Health Information to the extent required by the privacy and security regulations and law. Such accounting will include, at a minimum, the date of disclosure, a description of the information disclosed, the identity and address of recipient of the information, and the purpose of the disclosure, or a copy of the request or authorization. Such accounting will be available to University upon request.

5. Qualified Service Organization Agreement. The Parties agree that this Addendum constitutes a Qualified Service Organization Agreement as required by Part 2 Regulations. Business Associate (1) acknowledges that in receiving, storing, processing, or otherwise dealing with any Part 2 Records from University, it is fully bound by the provisions of the Part 2 Regulations; and (2) will resist any effort by a third party to obtain access to information pertaining to University patients' Part 2 Records in judicial proceedings other than as expressly provided for in the Part 2 Regulations. Business Associate acknowledges that Part 2 Regulations include specific requirements and prohibitions regarding court orders, including, without limitation, those described in Subpart E. Any Part 2 Records obtained by Business Associate will be maintained, used and disclosed only for the purposes intended under the Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and Part 2 Regulations such that maintenance, use or disclosure would not violate Part 2 if done by University.

If University notifies Business Associate that University has discontinued operations of a Part 2 Program, or is taken over or acquired by another Part 2 Program, Business Associate will fully cooperate with all obligations under Part 2 Regulations concerning the disposition of Patient Identifying Information, including, without limitation, those obligations described at 42 CFR Part 2.19.

Business Associate will not disclose Part 2 Records to a third party unless (i) such third party is a contracted servant of Business Associate, providing services described in the Agreement, and (ii) provided that the contracted servant only further discloses the information back to Business Associate or to University, unless permitted by written patient consent or exception under Part 2 Regulations.

6. Access. Business Associate will make available to University any information that Business Associate or its agents or subcontractors maintain in designated record sets on behalf of University

for inspection and copying within ten (10) days of request by University, which request will be made by University when necessary to allow University to respond to a request for same. If such information is maintained electronically, it will be provided in an electronic format.

7. Amendment. Business Associate will make available to University any information Business Associate or its agents or subcontractors maintain on behalf of University for amendment and incorporate any such amendment upon request of University, which request will be made to enable University to comply with its obligations under law.

8. Inspection. Business Associate will make its internal practices, books, and records relating to its use of Protected Health Information and its compliance with this Addendum available to the Secretary of Health and Human Services or University upon request. Such request will only be made by University if University is required to obtain such information by the Department of Health and Human Services or its agents.

9. Reporting. Business Associate will report to University any Unauthorized Use or Disclosure of Protected Health Information, any security incident involving electronic Protected Health Information, or of any breach of unsecured Protected Health Information on behalf of Business Associate or any subcontractor of Business Associate of which it becomes aware as soon as reasonably practical and in any event, within ten (10) days of discovery. Such notification will include the identity of the individual patient who is the subject of the breach, together with any other information University determines necessary.

10. Breach; Termination. University will, if feasible, immediately terminate the Agreement to which this Addendum is made a part upon a determination by University in its sole discretion that Business Associate has breached the terms of this Addendum. If Business Associate knows of any pattern of activity or practice that constitutes a material breach by the Business Associate's subcontractor of this Addendum or the Agreement, Business Associate will take reasonable steps to cure or have subcontractor cure the breach or end the violation. If such efforts are unsuccessful, Business Associate will terminate the agreement with subcontractor if feasible. Business Associate will indemnify and hold University harmless for any costs, fees, expenses, attorney fees, court costs or fines as a result of Business Associate's Unauthorized Use or Disclosure, security incident or breach of unsecured Protected Health Information under applicable law including costs to mitigate harmful effects imposed by a security incident or privacy breach. The obligations of Business Associate under this Section 10 survive termination of the Agreement.

11. Return or Destruction of Protected Health Information. Upon termination or expiration of the Agreement, Business Associate will return or erase, destroy, and render unrecoverable all Protected Health Information. If Protected Health Information is to be destroyed, such destruction will, at a minimum, be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csrc.nist.gov/>. Business Associate will provide University with certification of such rendering within seven (7) days of University's request. If University requests the return of Protected Health Information, Business Associate will return the Protected Health Information to University securely and in a form useable to University as an extract of the Protected Health Information hosted data including data provided by University in a mutually agreed upon non-proprietary machine readable format within seven (7) days of University's

request. If University determines that such destruction or return is not feasible, Business Associate will continue to maintain the confidentiality of the Protected Health Information in the manner set forth in this Addendum and will limit further uses or disclosures of the Protected Health Information to those uses or disclosures that render destruction infeasible and extend the protections of this Addendum to the Protected Health Information. The obligations of Business Associate under this Section will survive termination of the Agreement.

12. Legal Developments. University reserves the right to amend this Addendum in the event of any change in the law regarding its use or Business Associate’s use of Protected Health Information, to the extent necessary to enable it to comply with such law. University will provide written notice of any proposed amendment to Business Associate. If Business Associate does not object in writing to such amendment within ten (10) days of receipt of same, the amendment will be adopted. If Business Associate objects to such amendment, and the Parties are unable to agree to the terms of an amendment, University may terminate the Agreement to which this Addendum is made a part if doing so is necessary to enable it to comply with such change in law.

13. Conflicts. In the event of any disagreement between the terms of this Addendum and the Agreement, the terms of this Addendum will govern.

14. Subcontractors. Business Associate will, in accordance with §164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information including but not limited to reporting requirements set forth in §164.410 and Section 9 of this Addendum. Business Associate will ensure that the Security Standards Requirements set forth in §164.314 apply to the Agreement or other arrangement between Business Associate and a subcontractor of Business Associate in the same manner as such requirements apply to this Addendum between University and Business Associate. Business Associate will ensure that the business associate agreement Privacy Standard Requirements set forth in §164.504 apply to the agreement between the Business Associate and a subcontractor of Business Associate in the same manner as between University and Business Associate.

IN WITNESS WHEREOF, the Parties have executed this Addendum effective as of the date set forth above.

THE UNIVERSITY OF TOLEDO

[BUSINESS ASSOCIATE NAME]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____