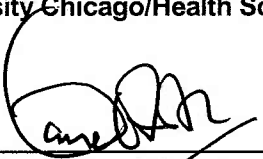

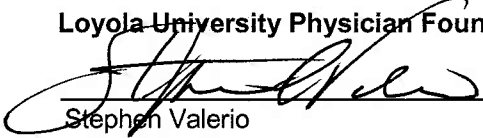




Subject: ITINERANT VENDORS	
Date Implemented: October 15, 2007	Date Revised:
Loyola University Chicago/Health Sciences Approval:  Paul K. Whelton, M.B., M.D., M.Sc. President and Chief Executive Officer Loyola University Health System/ Loyola University Medical Center Vice President for the Health Sciences Loyola University of Chicago	Loyola University Health System/Loyola University Medical Center Approval:  Michael Scheer Senior Vice President, Chief Financial Officer and Treasurer
	Loyola University Physician Foundation Approval:  Stephen Valerio President and Chief Executive Officer Loyola University Physician Foundation

I. Purpose:

The purpose of this policy is to ensure that the appropriate screening is performed and all approvals are obtained prior to entering into a transaction with an Itinerant Vendor. Itinerant Vendors will be allowed to conduct business at Loyola occasionally when the business value of the transaction is for the benefit of Loyola's faculty, staff or students.

II. Definitions/Applications

- An Itinerant Vendor is defined as any person who engages in a temporary or transient business, selling or offering for sale services, good, wares, merchandise or things or articles of value, with the intention of conducting such business and who, for the purpose of carrying on such business, hires, leases or occupies any room, doorway, vacant lot, parking lot, building or structure for the exhibition or sale of services, goods, wares or merchandise.
- This policy applies to the Staff Council and any Loyola employee (both referred to as "Requester") engaging an Itinerant Vendor on behalf of Loyola who will be located at any campus or off-site ambulatory location.

III. Procedure:

- A. The Requester should obtain copies of the following:

**LOYOLA UNIVERSITY MEDICAL CENTER
ADMINISTRATIVE POLICY NUMBER: PS-19**

1. A retailer's registration under the Illinois Retailers' Occupation Tax Act;
2. A business license for itinerant vendors under the Maywood Business License Municipal Code;
3. If incorporated, a Certificate of Good Standing issued by the State of Illinois;
4. Certificate of insurance;
5. Proof of a valid health permit, when required; and
6. Written agreement which has been executed by Itinerant Vendor.

B. The Requester should perform the following searches:

1. Screen using the usual exclusion screening process, i.e., EPLS web site
2. Search company name on the Illinois Business Services web site
3. Search individual's names on the Illinois State Police web site;

C. Approval and Document Retention

The Requester engaging the Itinerant Vendor should submit copies of items A. 1-6 and print screens documenting that B.1-3 was performed to the Executive Vice President, the appropriate Senior Vice President or Dean ("Approver"). If there are no adverse findings as a result of the searches and if the Approver approves of the proposed transaction, the Requester should maintain copies of all documentation submitted to the Approver in the Requester's files for a period of ten years.

IV. Responsible Parties

Requesters are responsible for ensuring that this policy is followed. Any questions should be directed to the appropriate Approver.

ITINERANT VENDOR AGREEMENT

This AGREEMENT entered into this _____ day of _____, 200__, by and between [INSERT VENDOR], a [INSERT STATE OF INCORPORATION] Corporation (hereinafter "VENDOR") and Loyola University Medical Center, an Illinois not-for-profit corporation located in Maywood, Illinois (hereinafter "LUMC").

WHEREAS LUMC is a health care provider engaged in patient care, education and medical research; and

WHEREAS VENDOR desires to support the mission of LUMC generally and further seeks specifically to

[INSERT DETAILS ABOUT VENDOR EVENT, e.g., date, time, location, purpose]; and

WHEREAS VENDOR agrees to provide the following financial remuneration to LUMC in exchange for permitting Vendor to vend on LUMC's premises:

[INSERT DETAILS ABOUT REMUNERATION]

NOW, THEREFORE in consideration of the premises and mutual promises contained herein:

1. Vendor acknowledges that Vendor understands the policies of LUMC relating to itinerant vending. Vendor further understands that peddling, hawking, or vending which does not conform to the applicable policies is in violation of the terms of this Agreement.
2. Vendor agrees to indemnify, hold harmless and defend LUMC and its directors, officers, employees and agents against liability and/or loss arising from activities connected with and/or undertaken pursuant to this Agreement. LUMC is not liable for any business loss, property loss or other damage that may result from use of the LUMC premises, and no Vendor shall maintain any claim or action against LUMC, its directors, officers, employees or agents on account of any matter associated with this Agreement.
3. Vendor, at its own expense, agrees to obtain and maintain in force, the following insurance coverage in the minimum amounts indicated:

Worker's Compensation and Occupational Disease.	Statutory
Employer's Liability.	\$500,000
Comprehensive General Liability (including advertising liability coverage, performance claims coverage, contractual liability, and personal injury) Combined Single Limit	\$1,000,000
Comprehensive Automobile Liability, including owned, non-owned and hired vehicles Bodily Injury and Property Damage Each Occurrence	\$1,000,000

Vendor shall include LUMC as additional insured within Vendor's Comprehensive General Liability and Comprehensive Automobile Liability policies. Vendor shall provide LUMC with evidence of such insurance upon the written request of LUMC.
4. Vendor acknowledges and agrees that LUMC is under no obligation to purchase any supplies from Vendor or promote any of its activities.
5. Vendor is prohibited from engaging in any promotional activities, including product advertisements, at the site of the Program.
6. Vendor represents and warrants that: it is not debarred, suspended or excluded from participation under any federal or state program; it has obtained all permits, registrations and licenses in order to conduct business at LUMC; and, it is fully compliant with all laws related to those permits, registrations and licenses.
7. Vendor acknowledges and agrees that this Agreement does not and will not constitute a partnership or joint venture and no party may be bound by the other to any contract, or makes any representations or warranties, express or implied, on behalf of the other party, or otherwise create any liability against the other party in any way for any purpose.
8. This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois.

IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Agreement as of the date set forth above.

[INSERT VENDOR NAME]

LOYOLA UNIVERSITY MEDICAL CENTER

By: _____

By: _____

Supervisor Approval Form

Instructions:

1. This form should be used to obtain your Supervisor's pre-approval as required by any of the following policies:
 - a. Vendor Access – PS-6.
 - b. Vendor Relations – PS-10.
 - c. Vendor Receipt of Vendor Funds for Educational Events – PS-11.
 - d. Vendor Funding for Off-Site Promotional Training and Seminars – PS-12.
 - e. Permissible Arrangements between Colleagues & Vendors Policy – PS-13.
 - f. Itinerant Vendors – PS-18.

2. Supervisor, for purposes of this form means:
 - a. For faculty, the Department Chairperson
 - b. For Department Chairpersons, the Dean of SSOM or SON as applicable,
 - c. For non-faculty employees, his/her Vice President or Associate Dean, as applicable
 - d. For Associate Deans, the Dean of LUC-SSOM
 - e. For Vice Presidents or higher, the Senior Vice President or President as applicable
 - f. For residents and fellows, the Department Chairperson

3. The Supervisor should maintain a copy of this form in the Colleague's personnel file.

4. The staff member completing this form should retain a copy of the form in his/her departmental files.

Reason Supervisor Approval is requested:

- Vendor funded educational event
- Vendor funded attendance at professional association conference
- Vendor promotional training
- Vendor sponsored seminar
- Vendor sponsored site visit
- Consulting services performed by Loyola staff for vendor
- Speaking engagements performed by Loyola staff for vendor
- Vendor booth on-site at Loyola

General Information:

Name of Person Completing this Form: _____
Phone Number: _____ Department: _____

Vendor Information:

Vendor: _____

Program/Event/Service Information:

Title/Subject matter: _____

Description of Program/Gift/Compensation to be received: _____

Purpose/Benefit: _____

Dollar Amount: _____

Signature of Requestor:

Signature of Supervisor if approved:

Signature
Dated: _____

Signature
Dated: _____