



**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE ADDENDUM  
Finance/Justice & Social Services/Policy, Personnel, & Appointments  
County of Champaign, Urbana, Illinois  
Tuesday, August 11, 2015 – 6:30 p.m.**

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Lyle Shields Meeting Room-Brookens Administrative Center  
1776 E. Washington, Urbana, Illinois

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**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(City of Urbana – County of Champaign)**

THIS AGREEMENT is made and entered by and between the City of Urbana, an Illinois Municipal Corporation, (hereinafter referred to as “City”) and the County of Champaign, (hereinafter referred to as “County”).

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the City and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia., and other veterinary services normally treatable by a veterinarian with the facilities that the County will be providing in the animal services facility, but expressly not including treatment of major diseases, major trauma and unstable situations, which are to be taken care of elsewhere at City expense. Furthermore, services do not include blood work, major surgery or dental work. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 4 of the Urbana City Code as amended, entitled "Animals and Fowl" (hereinafter referred to as Chapter 4). The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the City or citizens residing within the City limits of Urbana. The County will be solely responsible for the hiring and payment of facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.
2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. City personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the City for such purposes. The City shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for

animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the City generally needs held for animal control purposes. The County shall be responsible for the cost of alternative facilities necessary in the normal course of operations. The City must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the City must find housing for any animals for which the County is unable to provide housing at the City's expense. The County will notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The City shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Release of Animals.** The County shall release animals to their owners upon (a) payment of all required fees; and (b) presentment of an Urbana Police Department Property/Evidence Release receipt; or verbal authorization of the Police Chief or his designee.

7. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the City or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the City or Court issuing the

hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

8. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: (a) after the expiration of any applicable redemption period, 5 business days for animals without identification and 7 business days for animals with identification and 10 days for animals held for bite quarantine; (b) upon execution of an owner-relinquishment form of the animal's owner(s); (c) after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision. Any animal held past the holding period shall be at the cost of the County.

9. **Bites.** The county shall notify the City within thirty-six (36) hours after impoundment of any incident within the city limits involving an animal impounded for biting.

10. **Fees.** The County is authorized to collect such fees as authorized by the Champaign County Board and is authorized to collect fees as stated in the City's Code. All fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

11. **Payment.** The City shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be

over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the City the PTELL CPI rate adjustment for the ensuing contract renewal year. The City shall pay the County through the Department monthly on the 15th day of each month.

12. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

13. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City of Urbana, boarding dates, date of final disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

14. **Indemnification.** The City and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

15. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Mayor  
City of Urbana  
400 S Vine St  
Urbana, Illinois 61801

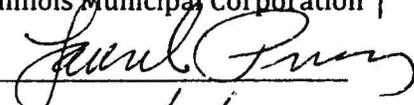
Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

16. **Amendments.** This Agreement may be amended only by writing signed by both parties.

17. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

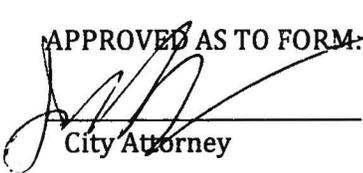
CITY OF URBANA  
An Illinois Municipal Corporation,

By: 

Date: 8/3/15

ATTEST: 

APPROVED AS TO FORM:

  
City Attorney

CB 2015-\_\_\_\_\_

CHAMPAIGN COUNTY

By: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
State's Attorney's Office

**Julia R. Rietz**  
State's Attorney



Courthouse  
101 East Main Street  
P. O. Box 785  
Urbana, Illinois 61801  
Phone (217) 384-3733  
Fax (217) 384-3816  
email: [statesatty@co.champaign.il.us](mailto:statesatty@co.champaign.il.us)

**Office of  
State's Attorney  
Champaign County, Illinois**

August 6, 2015

Christopher Alix  
Deputy Chair  
Finance Committee  
Champaign County Board Office  
Brookens Administration Center  
1776 E. Washington Street  
Urbana, IL 61802

Re: Renewal of DCFS contract for FY16

Dear Deputy Chair and County Board Members:

Enclosed for the Committee's consideration is a packet from the Illinois Department of Children and Family Services, concerning a contract for legal services this office would perform on behalf of DCFS.

After careful review of the contract, and on behalf of the Champaign County State's Attorney's Office, I respectfully request that the Committee approve this contract and forward the recommendation to the County Board.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julia R. Rietz".

Julia R. Rietz  
State's Attorney

Enclosure

Illinois Department of  
**DCFS**  
Children & Family Services

Bruce Rauner  
Governor

George H. Sheldon  
Acting Director

Dear Provider:

Enclosed is your FY16 contract for review and signature. Please **immediately** review, sign, and return your contract for processing. We therefore appreciate your immediate attention to, and return of, your contract documents.

As you review the contract, please verify or complete the following items:

1. On page 1, Vendor section, verify name, **MAILING** address and phone. If any information is incorrect, line through the old information and show correct data. **Your initials and date are required for any changes to your Vendor Information.** Please note that the address that prints on your contract is your mailing address. The mailing address is the address where payments are sent. If you change the address shown on the contract, all future payments will be sent to that address.
2. On page 1, Vendor section, **sign the contract in the Signature box** (electronic signatures cannot be accepted at this time). **Please fill in your complete, printed name, title, date, phone, fax, and e-mail.**
3. Please enter your Dept. of Human Rights Public Contract number in the box provided. Pursuant to the Illinois Human Rights Act, persons entering into public contracts who have 15 or more employees must acquire a DHR number. If you have completed an application and are awaiting a number, enter "Applied For" in the blank space. You may request an application by calling **1-312-814-2432**, or by accessing the website at [www.illinois.gov/dhr](http://www.illinois.gov/dhr). Direct questions to [IDHR.publiccontracts@illinois.gov](mailto:IDHR.publiccontracts@illinois.gov).
4. Please **enter your DUNS (Data Universal Numbering System) number** in the box provided. If you do not yet have a DUNS number and need to apply for one you may do so by visiting <http://fedgov.dnb.com/webform>. Once you are assigned a DUNS number you need to register the number by visiting <https://www.sam.gov/portal/public/SAM/>. When you register please be sure to mark the field to allow public viewing of your information. If you fail to do so, we will be unable to view your DUNS information and this will delay the processing of your contract. Individuals using a social security number are NOT required to have a DUNS. However, individuals doing business as sole proprietors MUST have a DUNS.
5. Your Contract Program Plan/Scope of Services will follow page 4. Please review and complete any missing information or update where applicable. It is imperative that the Program Contact Name and contact information is provided. Again, **your initials and date are required next to any changes.**
6. All subcontracted services require a written Subcontract Agreement between the Subcontractor and the Vendor and **must be disclosed in your DCFS contract** as outlined on page 5 in Section 1.5 Subcontracting. The subcontractor **MUST** use the Subcontract Agreement and Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest Form (CFS 968-SUB or CFS 968-SUB-M) and complete all attached certifications **including entry of their DUNS number.** Subcontracts that total \$50,000 or greater require completion of the Financial Disclosures and Conflicts of Interests. For those subcontracts less than \$50,000, only pages 1-12 need to be completed and returned. The primary vendor (you) must enter your DCFS contract number on the first page of the Subcontract Agreement so that the Subcontract Agreement will be filed with the correct Contract. Any additional subcontracts as the year progresses must be submitted to DCFS within 15 days to be amended into your Contract. **Please note:** This year **there is a new version of the Subcontract Agreement entitled CFS 968-SUB-M.** The "M" stands for multiple. This version may **ONLY** be

used for a subcontractor who provides the same service, at the same rate, across multiple contracts, under the same primary vendor.

7. On page 6, under 1.6, please complete the address of where the work will be performed and the value of the services to be performed, i.e., 100%.
8. On page 7, please review the Contract pricing as stated in section 2.2.
9. Page 7a will be your Pricing/Rate Schedule. Multi-year rates will follow on 7b. Please review these rates.
10. On page 8, review the Contract effective dates.
11. On page 15 is a list of your contract attachments. Please ensure all marked attachments are included with your Contract and completed as required.
12. On page 19 of the Contract under Section 6.29 of the Standard Certifications, **check one of the two boxes** as required in accordance with Section 20-160 of the Illinois Procurement Code and, if required, **attach a copy of the original certificate of registration**.
13. On pages 19-20 under Section 6.31, please check the appropriate box certifying your authority to do business in Illinois and, if required, attach a copy of the requested documentation.
14. On page 20-21 under Section 7, please check one of the boxes regarding any business relationships with Iran.
15. Complete all necessary items as outlined in Section 8. Financial Disclosures and Conflicts of Interest. **PLEASE NOTE: Pages D-1 thru D-8 are ENTITY specific and were sent out in advance. After they are returned to us, the completed documents will be inserted into the contract. Therefore, UNLESS THIS IS A NEW CONTRACT WITH A START DATE AFTER 7/1/15, you need only complete the CONTRACT specific pages D-9 and D-10.** For new contracts with a start date after 7/1/15 please note that Financial Disclosures and Conflicts of Interest must be signed in TWO places--on pages D8 and D10.
16. Page D-1 refers to your Taxpayer Identification Number. If you have not already completed this, please review and check the appropriate legal status. If you are tax exempt please indicate whether or not you are classified as a charitable organization. **Please sign and date where indicated.**
17. **Submit a listing of the Board of Directors/Board of Managers/Board of Trustees for your corporation/agency** that includes the names, mailing addresses and telephone numbers of all Board Members.
18. Scan and return the entire contract **ASAP** to [DCFS.ContractSubmissions@illinois.gov](mailto:DCFS.ContractSubmissions@illinois.gov) OR if you are unable to return the contract electronically it may be mailed to:

Department of Children and Family Services  
Office of Contract Administration, Station 455  
406 E. Monroe Street  
Springfield, IL 62701

**Changes to the Contract boilerplate terms are not permitted and can result in the Department not approving your contract. If any of the Vendor-specific information in the contract is incorrect, line through the old information and write in the correct data. Your initials and date are required for any changes made; such changes could impact execution of the contract.**

If you have any questions, please contact Marcy Trowbridge, Contracts' Manager, at 217/785-3930.

Sincerely,



William Wolfe  
Deputy Director  
Office of Contract Administration

Enclosures

**STATE OF ILLINOIS  
CONTRACT  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

CDC: IGA

Program Name: LEGAL SERVICES

Contract #: 3695579016

**CONTRACT SIGNATURES**

**VENDOR NAME: CHAMPAIGN COUNTY**

DCFS Name: CHAMPAIGN COUNTY	Address: 101 E MAIN STATES ATTYS OFFICE
Signature:	City, State ZIP: URBANA, IL 61801-2710
Printed Name: Julia Rietz	Phone: (217) 384-3733
Title: State's Attorney	Fax: 217-384-3816
Date:	Email:
Dept. of Human Rights Public Contract #: 11456-00	DUNS #: 830761313

**STATE OF ILLINOIS**

Agency: IL Department of Children and Family Services	Address: 406 E Monroe St.
Director Signature:	City, State ZIP: Springfield, IL 62701
Printed Name: George H. Sheldon	Phone: (217) 785-3930
Title: Acting Director	Fax: (217) 782-3796
Date:	
Designee Signature:	Date:
Printed Name: William Wolfe	Phone: (217) 785-3930
Designee's Title: Deputy Director	Email: William.Wolfe@Illinois.Gov

If this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and the Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

DCFS Chief Legal Counsel Signature: N/A	Date:
Printed Name:	
DCFS Chief Financial Officer Signature: N/A	Date:
Printed Name:	

**STATE OF ILLINOIS  
CONTRACT  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

CDC: IGA                      Program Name: LEGAL SERVICES                      Contract #: 3695579016

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**NOT PART OF CONTRACTUAL PROVISIONS**

PBC # 15-93429                      Project Title LEGAL SERVICES

Contract # 3695579016    Procurement Method (IFB, RFP, Small, Exempt): Exempt - Other Governments

IPB Ref. #                                      IPB Publication Date:                                      Award Code: N

Subcontractor Utilization?  Yes  No                      Subcontractor Disclosure?  Yes  No

Funding Source                                      Obligation #    3695579016

Small Business Set-Aside?  Yes  No

Minority Owned Business?  Yes  No    Percentage

Female-Owned Business?  Yes  No    Percentage

Persons With Disabilities Owned Business?  Yes  No    Percentage

Other Preferences?

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**STATE OF ILLINOIS  
CONTRACT  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

CDC: IGA

Program Name: LEGAL SERVICES

Contract #: 3695579016

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The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and, if applicable, the Financial Disclosures and Conflicts of Interest attached hereto, are true and accurate as of the date of the Contractor's execution of the contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This Contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties. The terms "Vendor" and "Contractor" are used interchangeably in the Contract and Supplemental Provisions, without any intended difference in meaning.

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING/RATE SCHEDULE**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **DISCLOSURE OF BUSINESS WITH IRAN**
8. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST AND TAX PAYER ID NUMBER**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page. By signing this CONTRACT, the Vendor acknowledges that he/she has read and understands the terms in this Contract, including the Supplemental Provisions, and agrees to comply with the requirements reflected herein.

**-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-**

## **DESCRIPTION OF SUPPLIES AND SERVICES**

- 1.1 SUPPLIES AND/OR SERVICES REQUIRED:** Services delivered by the Vendor shall comply with all Department of Children and Family Services laws, rules, regulations, procedures, protocols, and policy guides (available for viewing on the DCFS website at [www.state.il.us/dcfs](http://www.state.il.us/dcfs)), all of which are hereby incorporated by reference and made a part of this Contract. The contractual service requirements are identified in the Contract Program Plan/Scope of Services, which is inserted following this page. Boilerplate requirements resume with Section 1.2 Milestones and Deliverables.

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**STANDARDIZED  
DCFS LEGAL PROGRAM PLAN OUTLINE**

**Program Plan Name:** Champaign County State's Attorney  
**Contract #:** 369557-901-6

**1.0 Provider Descriptive Information**

**1.1 Provider Agency Name:** Champaign County State's Attorney

Address: 101 E. Main Street  
Urbana, IL 61801

**1.2 Corporate Office Information**

Legal Entity Status: Governmental

License Status, if applicable: \_\_\_\_\_

Accreditation Status, if applicable: \_\_\_\_\_

Executive Director: Julia R. Rietz, State's Attorney

Telephone #: (217) 384-3733

Email Address: statesatty@co.champaign.il.us

**1.3 Brief Description of Various Services Offered by Provider:**

Legal services. The Illinois Department of Children and Family Services, Office of Legal Services ("DCFS"), and Champaign County, Illinois ("County"), a unit of local government and political subdivision of the State of Illinois, hereby agree that Champaign County will provide the legal services listed below to DCFS.

**1.4 Brief Description of Services Provided Under DCFS Contract:**

1. The County shall provide legal services to DCFS and support staff relative to termination of parental rights cases as requested by DCFS, Office of Legal Services. Both the County and DCFS acknowledge and agree that the purpose of this Intergovernmental Agreement is to allow the County, through the Office of the State's Attorney of Champaign County, Illinois ("the State's Attorney"), to provide an additional Attorney dedicated to prosecuting DCFS Termination of Parental Rights cases under the direct supervision of the State's Attorney, or his/her designee, as specified herein. The terms "County" and "State's Attorney" are used interchangeably in this Intergovernmental Agreement Program Plan/Scope of Services without any intended differences in meaning.

2. The State's Attorney shall provide an attorney dedicated to reviewing, preparing and prosecuting certain additional parental rights termination cases DCFS transmits to the County during the Term of the Intergovernmental Agreement ("the Case(s)"). Each dedicated attorney assigned by the State's Attorney to handle DCFS Cases is referred to hereafter in this Intergovernmental Agreement Program Plan/Scope of Services as the "Attorney." The State's Attorney shall provide the services of the Attorney to DCFS in addition to the regular staff of the State's Attorney, whether the

Attorney is provided as an additional independent contractor or as an additional full-time or part-time employee of the State's Attorney.

3. The Attorney assigned by the State's Attorney to handle DCFS Termination of Parental Rights Cases shall perform the following services relative to each Case:

- (a) Review and evaluate the appropriateness of filing a Petition or Motion requesting termination of parental rights ("Petition");
- (b) Prepare all documents and materials necessary to file and litigate a Petition, including, but not limited to, the Petition, summons, subpoenas, notices, motions, and all other necessary pleadings and Court filings;
- (c) Prepare for and attend all Court proceedings related to the Petition, including, but not limited to, conducting research, interviews, and conferences with caseworkers, witnesses, and other attorneys;
- (d) All other duties normally and customarily associated with or required to prosecute Petitions;
- (e) Assemble, maintain, and prepare the records and reports required by this Intergovernmental Agreement Program Plan/Scope of Services for transmittal to DCFS; and,
- (f) Prepare and submit a detailed monthly report with the completed Form CFS-1042 (Department of Children and Family Services Billing Summary) which documents the services provided by the County pursuant to this Intergovernmental Agreement Program Plan/Scope of Services.

Services are to promote permanency by maintaining, strengthening and safeguarding the functioning of families to (1) prevent substitute care placement (2) promote family reunification, (3) stabilize foster care placements, (4) facilitate youth development, and (5) ensure the safety, permanency and wellbeing of children.

**1.5 Geographical Service Area(s):**

<u>County of Service</u>	<u>Complete Address of Where Services Are Delivered</u>	<u>Description of Services provided at the Site, Program Contact Name, Telephone #, Fax #, &amp; e-mail address</u>
<u>Champaign County</u>	101 E. Main Street, Urbana, IL 61801	<u>Legal services</u>

**1.6 DCFS Clients**

Client Capacity Under DCFS Contract: Open  
 Capacity at Any Given Time: Open

**1.7 Agency Clients**

Client Capacity Under Program: Open

Capacity at Any Given Time:

Open

**1.8 Average Length of Services:** To be determined on the basis of the legal issues as they arise during the course of litigation.

1.8.1 Services beyond the program plan service parameters:

The provider agrees to obtain prior authorization from DCFS to serve clients outside of the program plan parameters.

**1.9 Definitions**

1.9.1 Client

The Illinois Department of Children & Family Services.

1.9.2 Unit of Service

DCFS agrees to pay the County **\$36,000.00** for legal and support services provided pursuant to this Intergovernmental Agreement Program Plan/Scope of Services. The payments will be made in twelve (12) equal monthly installments of **\$3,000.00**, one (1) installment for each calendar month of the Term of the Intergovernmental Agreement.

1.9.3 Other Definitions Pertinent to the Program

**2.0 Target Population**

2.1 Inclusions  
Not applicable.

2.2 Exclusions  
Not applicable.

**3.0 Referral and Admission Procedures**

3.1 Provider Responsibility

3.1.1 Referral Decision-Making Criteria:  
Not applicable.

3.1.2 Admission Notification Procedures:  
Not applicable.

3.2 Department Responsibility:  
Not applicable.

3.3 Client Contacts:  
Not applicable.

## 4.0 Program Staff

### 4.1 Qualifications

#### 4.1.1 Direct Service:

1. The State's Attorney, as an officer of the County, agrees to provide trained and competent personnel to perform the services required by this Intergovernmental Agreement Program Plan/Scope of Services, supervise and monitor their performance, provide the requisite reports, and otherwise comply with the requirements of this Intergovernmental Agreement Program Plan/Scope of Services. The Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee.
2. The Attorney(s) selected by the State's Attorney to provide services to DCFS pursuant to this Intergovernmental Agreement Program Plan/Scope of Services shall be licensed to practice law in Illinois and in good standing.
  - (a) The State's Attorney shall provide written certification to both the DCFS General Counsel and local Regional Counsel at the beginning of the Term of the Intergovernmental Agreement that any Attorney it provides under this Intergovernmental Agreement Program Plan/Scope of Services is a licensed attorney in good standing and is being provided in addition to the regular staff of the State's Attorney. The State's Attorney shall also provide the DCFS General Counsel and local Regional Counsel written certification of any change to the pre-existing certification relative to the Attorney's status within five (5) calendar days of any such change.
  - (b) Prior to permitting an attorney to perform any services as Attorney pursuant to this Intergovernmental Agreement Program Plan/Scope of Services, the State's Attorney shall also submit a Statement of Good Standing on the form attached hereto duly executed by the Attorney to the DCFS General Counsel and local Regional Counsel.
  - (c) The State's Attorney shall submit copies of the current Illinois Attorney Registration and Disciplinary Commission cards of any Attorney it provides under this Intergovernmental Agreement Program Plan/Scope of Services to both the DCFS General Counsel and local Regional Counsel at the beginning of the Term of the Intergovernmental Agreement and by January 30 of the next calendar year.
3. Prior to permitting an attorney to perform any services as Attorney pursuant to this Intergovernmental Agreement Program Plan/Scope of Services, the State's Attorney shall submit an Attorney Acknowledgment duly executed by the Attorney to the DCFS General Counsel and local Regional Counsel. The State's Attorney must submit the Attorney Acknowledgment on the form attached hereto as Attachment A for each Attorney. The State's Attorney shall further require each Attorney performing services pursuant to this Intergovernmental Agreement Program Plan/Scope of Services to comply with and maintain his or her compliance with the Attorney Acknowledgment requirements.

- (a) Both the State's Attorney and DCFS agree that the requirements reflected in the Attorney Acknowledgment are incorporated by reference into this Intergovernmental Agreement Program Plan/Scope of Services and, accordingly, are requirements of this Intergovernmental Agreement Program Plan/Scope of Services.
  - (b) Both the State's Attorney and DCFS further agree that the failure of any Attorney to comply with or maintain compliance with the Attorney Acknowledgment requirements or other terms of this Intergovernmental Agreement Program Plan/Scope of Services shall, at DCFS' sole discretion, constitute just cause for DCFS' immediate termination of the Intergovernmental Agreement.
4. Both the State's Attorney and DCFS acknowledge and agree that the Attorney shall serve as a full-time or part-time independent contractor or employee of the County. Neither the County, State's Attorney, nor the dedicated Attorney the State's Attorney assigns to handle DCFS Termination of Parental Rights Cases are agents or employees of DCFS.
  5. The State's Attorney shall submit proof of licensure and good standing and a summary resume of each attorney the County intends to hire or assign to perform any of the services required pursuant to this Intergovernmental Agreement Program Plan/Scope of Services to DCFS at least fifteen (15) calendar days prior to the hiring and/or assignment of the attorney to perform services as Attorney. DCFS shall have the right to provide comments about each Attorney candidate's qualifications to the State's Attorney, which comments the State's Attorney shall consider in making his or her Attorney selection.
  6. Each candidate the State's Attorney submits to DCFS for consideration as the Attorney the County intends to hire or assign to perform any of the services required pursuant to this Intergovernmental Agreement Program Plan/Scope of Services shall be subject to approval by DCFS as being duly qualified educationally, ethically, and professionally to perform the services required by this Intergovernmental Agreement Program Plan/Scope of Services prior to the State's Attorney permitting the candidate to perform any services required under this Intergovernmental Agreement Program Plan/Scope of Services.
  7. Nothing in this Intergovernmental Agreement Program Plan/Scope of Services shall provide DCFS either the right, directly or indirectly, to require the State's Attorney to hire, refuse to hire, discipline, refuse to discipline, terminate, or refuse to terminate any specific person provided by the State's Attorney as Attorney to perform any of the services required by this Intergovernmental Agreement Program Plan/Scope of Services, as long as the Attorney meets the requirements reflected in this Intergovernmental Agreement Program Plan/Scope of Services.
  8. DCFS shall have no responsibilities regarding the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services required by this Intergovernmental Agreement Program Plan/Scope of Services. DCFS may participate in any such activities at the State's Attorney's request, provided that

the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

9. The County is solely responsible for negotiating the terms and conditions of employment and/or contract and salaries of the Attorney and support personnel it provides to perform any of the services required by this Intergovernmental Agreement Program Plan/Scope of Services.

4.1.2 Supervisory:  
Not applicable.

#### 4.2 Minimum Staffing Expectations:

1. The County shall provide legal services to DCFS and support staff relative to termination of parental rights cases as requested by DCFS, Office of Legal Services. Both the County and DCFS acknowledge and agree that the purpose of this Intergovernmental Agreement is to allow the County, through the Office of the State's Attorney of Champaign County, Illinois to provide an additional Attorney dedicated to prosecuting DCFS Termination of Parental Rights cases under the direct supervision of the State's Attorney, or his/her designee, as specified herein.
2. The State's Attorney is responsible for the performance of any service requirement reflected in the Intergovernmental Agreement and Intergovernmental Agreement Program Plan/Scope of Services.
3. The State's Attorney, or her/his designee, shall provide directions and Case assignments to each Attorney the County provides to perform services pursuant to this Intergovernmental Agreement Program Plan/Scope of Services.

#### 4.3 Staff Development

4.3.1 DCFS Required Trainings:  
Not applicable.

4.3.2 Provider Required Trainings:  
Not applicable.

4.3.3 Other Staff Development Activities:  
Not applicable.

4.4 Board of Directors  
Not applicable.

4.5 Subcontracting  
Not applicable.

## 5.0 Service Parameters

### 5.1 Provider Physical Plant:

#### 5.1.1 Accessibility:

Not applicable.

### 5.2 Description of Services:

The provider agrees to support achievement of the outcomes of safety, permanency and well being for children and their parents and other family members served under this contract. The Provider also agrees to ensure the safety and well being of all clients while receiving services under this contract.

#### Case Management

1. The State's Attorney is responsible for the performance of any service requirement reflected in the Intergovernmental Agreement and Intergovernmental Agreement Program Plan/Scope of Services.
2. The State's Attorney, or her/his designee, shall provide directions and Case assignments to each Attorney the County provides to perform services pursuant to this Intergovernmental Agreement Program Plan/Scope of Services.
3. The State's Attorney, or her/his designee, shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn, or dismissed as required by the Illinois Juvenile Court Act.
4. DCFS may assign a maximum of eight (8) open Cases to the State's Attorney at any one time under this Intergovernmental Agreement Program Plan/Scope of Services, unless the State's Attorney agrees to accept a higher number of Cases.
  - (a) The State's Attorney may assign a maximum of eight (8) open Cases to any one Attorney at any one time under this Intergovernmental Agreement Program Plan/Scope of Services, unless the receiving/assigned Attorney agrees to accept a higher number of Cases.
  - (b) For purposes of calculating the number of cases pursuant to this Paragraph, the Cases of siblings having both the same parents, i.e., both the same mother and father, shall count as a single Case, regardless of the number of siblings.
5. The State's Attorney shall require that the Attorney attend and directly handle all Court hearings scheduled relative to each of his or her assigned Cases. Court attendance and case management responsibilities relative to the DCFS cases are not transferable and shall not be delegated to a different attorney without the State's Attorney's express prior approval.

- (a) Each Attorney shall attempt to schedule Court hearings lasting at least one (1) full Court day, per calendar week and shall be available to attend the same.

6. The State's Attorney agrees that upon termination or expiration of the Intergovernmental Agreement, the State's Attorney will continue to diligently and professionally prosecute all Petitions requesting termination of parental rights pending at the time of termination or expiration which fall within the parameters of this Intergovernmental Agreement Program Plan/Scope of Services without any compensation in excess of that provided for herein.

7. The State's Attorney and DCFS agree that the State's Attorney shall complete an average of 2.5 Cases per calendar month per assigned Attorney to be considered in satisfactory compliance with the Intergovernmental Agreement.

- (a) The State's Attorney's failure to complete an average of 2.5 Cases per calendar month per assigned Attorney may constitute just cause for termination of the Intergovernmental Agreement and will result in DCFS' immediate review of the State's Attorney's performance of the Intergovernmental Agreement.

8. The State's Attorney's performance of the Intergovernmental Agreement will be subject to immediate review if the number of new cases is less than three (3) per month.

9. DCFS will consider the State's Attorney's performance of the Intergovernmental Agreement when deciding whether to renew, modify, or terminate this Intergovernmental Agreement and/or the County's qualification for future DCFS contractual opportunities.

#### Appeals

1. All decisions regarding whether any Case should be appealed, in whole or in part, is within the State's Attorney's sole discretion.
2. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to the appeal of any Petition or Motion which the County has provided any service under this Intergovernmental Agreement Program Plan/Scope of Services.
3. The County shall not require the Attorney to defend or prosecute any appeal, in whole or in part, arising out of any legal services provided pursuant to this Intergovernmental Agreement Program Plan/Scope of Services. Nothing in this Intergovernmental Agreement Program Plan/Scope of Services, however, shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

#### Ownership of Case Materials

1. All files, records, notes, and evidence which the State's Attorney acquires or maintains in the performance of the services required by this

Intergovernmental Agreement Program Plan/Scope of Services shall at all times be and remain the property of the State's Attorney.

2. The State's Attorney agrees that upon written request from either the DCFS General Counsel or local Regional Counsel, the State's Attorney shall deliver copies of any such files, records, notes, and evidence to DCFS within ten (10) calendar days upon receipt of such a request.
3. Both the State's Attorney and DCFS agree that the provisions of this Paragraph shall survive the termination or expiration of the Intergovernmental Agreement.

#### General Performance Provisions

1. DCFS employees will fully and completely cooperate with each Attorney and other County personnel relative to the State's Attorney's handling of Cases pursuant to the Intergovernmental Agreement.
2. The County and DCFS both agree that venue for any litigation that the County may initiate against DCFS concerning this Intergovernmental Agreement shall lie in the Court of Claims of the State of Illinois. The County and DCFS further agree that venue for all other litigation concerning this Intergovernmental Agreement, including any litigation DCFS may initiate against the County concerning its performance of the Intergovernmental Agreement, shall lie in the Circuit Court of Sangamon County, Illinois.
3. The County and DCFS both acknowledge and agree that the captions of each Section of this Intergovernmental Agreement Program Plan/Scope of Services are not substantive provisions of this Program Plan/Scope of Services. They are included for reference purposes only.

5.2.1 Specialized Services:  
Not applicable.

5.2.2 Hard Goods:  
Not applicable.

5.2.3 Fiscal Agent:  
Not applicable.

#### 5.3 Outcomes and metrics

1. Permanency: In order to ensure that cases continue to proceed toward permanency, the State's Attorney and DCFS agree that to be considered in satisfactory compliance with the Intergovernmental Agreement the State's Attorney shall (1) complete an average of 2.5 Cases per calendar month per assigned Attorney and (2) shall file all Termination Petitions within 3 months after the permanency goal is changed by the Court to Substitute Care Pending Court Determination of Parental Rights.

(a) The State's Attorney's failure to complete an average of 2.5 Cases per calendar month per assigned Attorney or to file all termination petitions within 3 months of the change of goal may constitute just cause for termination of the Intergovernmental

Agreement and will result in DCFS' immediate review of the State's Attorney's performance of the Intergovernmental Agreement.

2. The State's Attorney's performance of the Intergovernmental Agreement will be subject to immediate review if the number of new cases is less than three (3) per month.

3. DCFS will consider the State's Attorney's performance of the Intergovernmental Agreement when deciding whether to renew, modify, or terminate this Intergovernmental Agreement and/or the County's qualification for future DCFS contractual opportunities.

## **6.0 Treatment Goals/Service Plans**

Not applicable.

## **7.0 Discharge Policy/Conclusion of Services/After Care**

### **7.1 Definition of Grounds for Discharge/Conclusion of Services**

7.1.1 Discharge Process when a Client's Treatment Goals are met  
Not applicable.

7.1.2 Discharge Process when a Client's Treatment Goals are unmet  
Not Applicable

### **7.2 Aftercare Services (If Applicable)**

Not applicable.

## **8.0 Client and Program Reporting**

8.1 Client Reports:  
Not applicable.

### **8.2 Program Reports:**

1. The State's Attorney shall maintain an accurate and complete record of all of the Cases DCFS transmits to him or her and, at a minimum, maintain the following additional information for each Case:

- (a) The name of the Attorney to whom the Case is assigned;
- (b) The date the Case was referred to the Attorney;
- (c) The date any Petition or Motion is filed with the Court;
- (d) The date, purpose, and result of each court appearance regarding the Petition or Motion, including, but not limited to, the date, purpose, and result of each hearing;

- (e) The date and purpose of each future hearing scheduled to be held regarding the Petition or Motion; and,
- (f) A general summary of all other activities the Attorney undertakes to prosecute the Case, Petition, and/or Motion.

2. The information identified in the above Paragraph above must also be included on the County's monthly Form CFS-1042 (Department of Children and Family Services Billing Summary) documenting the services provided by the County pursuant to this Intergovernmental Agreement Program Plan/Scope of Services.

3. Upon request of either the DCFS General Counsel or local Regional Counsel, the State's Attorney shall also provide the information identified in above Paragraph regarding each Case in writing to them within ten (10) calendar days of the end of each calendar month.

### 8.3 Immediate Reporting Requirements:

1. The State's Attorney shall immediately notify both the DCFS General Counsel and local Regional Counsel of the completion of a Case for any reason, including, but not limited to, the decision to not file a Petition or Motion, the granting of a Petition or Motion, the denial of a Petition or Motion, the dismissal of a Petition or Motion, or the withdrawal of a Petition or Motion and provide each with a summary written report explaining the outcome within five (5) calendar days of the Case completion.

2. The Attorney(s) selected by the State's Attorney to provide services to DCFS pursuant to this Intergovernmental Agreement Program Plan/Scope of Services shall be licensed to practice law in Illinois and in good standing.

- (a) The State's Attorney shall provide written certification to both the DCFS General Counsel and local Regional Counsel at the beginning of the Term of the Intergovernmental Agreement that any Attorney it provides under this Intergovernmental Agreement Program Plan/Scope of Services is a licensed attorney in good standing and is being provided in addition to the regular staff of the State's Attorney. The State's Attorney shall also provide the DCFS General Counsel and local Regional Counsel written certification of any change to the pre-existing certification relative to the Attorney's status within five (5) calendar days of any such change.

## 9.0 Fiscal and Program Monitoring

9.1 Provider Self-Monitoring and Self-Assessment:  
Not Applicable

9.2 DCFS Monitoring

9.2.1 Program Monitoring:

The County shall provide legal services to DCFS and support staff relative to termination of parental rights cases as requested by DCFS, Office of Legal

Services. Both the County and DCFS acknowledge and agree that the purpose of this Intergovernmental Agreement is to allow the County, through the Office of the State's Attorney of Champaign County, Illinois to provide an additional Attorney dedicated to prosecuting DCFS Termination of Parental Rights cases under the direct supervision of the State's Attorney, or his/her designee, as specified herein.

### Case Management

1. The State's Attorney is responsible for the performance of any service requirement reflected in the Intergovernmental Agreement and Intergovernmental Agreement Program Plan/Scope of Services.
2. The State's Attorney, or her/his designee, shall provide directions and Case assignments to each Attorney the County provides to perform services pursuant to this Intergovernmental Agreement Program Plan/Scope of Services.
3. The State's Attorney, or her/his designee, shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn, or dismissed as required by the Illinois Juvenile Court Act.
4. DCFS may assign a maximum of eight (8) open Cases to the State's Attorney at any one time under this Intergovernmental Agreement Program Plan/Scope of Services, unless the State's Attorney agrees to accept a higher number of Cases.
  - (a) The State's Attorney may assign a maximum of eight (8) open Cases to any one Attorney at any one time under this Intergovernmental Agreement Program Plan/Scope of Services, unless the receiving/assigned Attorney agrees to accept a higher number of Cases.
  - (b) For purposes of calculating the number of cases pursuant to this Paragraph, the Cases of siblings having both the same parents, i.e., both the same mother and father, shall count as a single Case, regardless of the number of siblings.
5. The State's Attorney shall require that the Attorney attend and directly handle all Court hearings scheduled relative to each of his or her assigned Cases. Court attendance and case management responsibilities relative to the DCFS cases are not transferable and shall not be delegated to a different attorney without the State's Attorney's express prior approval.
  - (a) Each Attorney shall attempt to schedule Court hearings lasting at least one (1) full Court day, per calendar week and shall be available to attend the same.
6. The State's Attorney and DCFS agree that the State's Attorney shall complete an average of 2.5 Cases per calendar month per assigned Attorney to be considered in satisfactory compliance with the Intergovernmental Agreement.

- (a) The State's Attorney's failure to complete an average of 2.5 Cases per calendar month per assigned Attorney may constitute just cause for termination of the Intergovernmental Agreement and will result in DCFS' immediate review of the State's Attorney's performance of the Intergovernmental Agreement.
- 7. The State's Attorney's performance of the Intergovernmental Agreement will be subject to immediate review if the number of new cases is less than three (3) per month.
- 8. DCFS will consider the State's Attorney's performance of the Intergovernmental Agreement when deciding whether to renew, modify, or terminate this Intergovernmental Agreement and/or the County's qualification for future DCFS contractual opportunities.

#### 9.2.2 Fiscal Monitoring:

DCFS will process each payment upon receipt of a properly completed Form CFS-1042 (Department of Children and Family Services Billing Summary) documenting the services provided by the County pursuant to this Intergovernmental Agreement Program Plan/Scope of Services. The billing summary shall include a monthly timesheet reflecting the time expended by the Attorney performing the services required by this Intergovernmental Agreement Program Plan/Scope of Services.

- 9.3 Corrective Action and Performance Improvement:  
Not applicable.

## 10.0 Billing and Payment Procedures

### 10.1 Billing Submittal:

- 1. DCFS agrees to pay the County **\$36,000.00** for legal and support services provided pursuant to this Intergovernmental Agreement Program Plan/Scope of Services. The payments will be made in twelve (12) equal monthly installments of **\$3,000.00**, one (1) installment for each calendar month of the Term of the Intergovernmental Agreement.
- 2. DCFS will process each payment upon receipt of a properly completed Form CFS-1042 (Department of Children and Family Services Billing Summary) documenting the services provided by the County pursuant to this Intergovernmental Agreement Program Plan/Scope of Services. The billing summary shall include a monthly timesheet reflecting the time expended by the Attorney performing the services required by this Intergovernmental Agreement Program Plan/Scope of Services.
- 3. If either DCFS or the County terminates the Intergovernmental Agreement prior to the expiration of its Term, the County shall be entitled to payment for services rendered in compliance with the Intergovernmental Agreement Program Plan/Scope of Services up to and including the date of termination. The County shall not be entitled to payment for any services performed after the date the Intergovernmental Agreement is terminated. If the Intergovernmental Agreement

termination occurs prior to the last day of a calendar month, the payment installment for that calendar month shall be prorated based on the number of calendar days which have elapsed prior to the date of termination.

4. The County agrees that all monies it receives from DCFS pursuant to the Intergovernmental Agreement shall be used solely to provide direct payment of either personal service contractual costs or wages to Attorney(s). The County further agrees that none of the monies it receives from DCFS pursuant to the Intergovernmental Agreement will be used to provide employee benefits to any Attorney(s) including, but not limited to, any type of insurance, employer liability for any type of payroll related taxes, and retirement benefits.

5. The County shall provide, at its own expense, any and all necessary telephone costs, facsimile charges, office space, office equipment, office supplies, clerical staff, secretarial staff and other support staff necessary and/or desirable for providing the service deliverables required by this Intergovernmental Agreement Program Plan/Scope of Services, and all reasonable and customary expenses of prosecuting the Cases, including, but not limited to, filing fees, service fees, publication costs, subpoenas fees, witness fees, Court reporter fees, and fees for the preparation or production of exhibits. All requests by the County for an exception to these expense requirements must be pre-approved by the DCFS General Counsel in writing. DCFS is not liable for any expenses incurred by the County prior to any such written agreement.

6. Payment rates are for Attorneys unless otherwise stated.

7. DCFS and the County acknowledge and agree that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to the Intergovernmental Agreement.

8. The County warrants that its Federal Tax Identification Number is 37-6006910.

#### 10.2 Description of Types of Service(s) that are Billable:

1. All Legal services performed in compliance with the Intergovernmental Agreement Program Plan/Scope of Services are billable. DCFS shall not be responsible for the Provider's administrative costs.

2. The County agrees that all monies it receives from DCFS pursuant to the Intergovernmental Agreement shall be used solely to provide direct payment of either personal service contractual costs or wages to Attorney(s). The County further agrees that none of the monies it receives from DCFS pursuant to the Intergovernmental Agreement will be used to provide employee benefits to any Attorney(s) including, but not limited to, any type of insurance, employer liability for any type of payroll related taxes, and retirement benefits.

3. The County shall provide, at its own expense, any and all necessary telephone costs, facsimile charges, office space, office equipment, office supplies, clerical staff, secretarial staff and other support staff necessary and/or desirable for providing the service deliverables required by this Intergovernmental Agreement Program Plan/Scope of Services, and all reasonable and customary expenses of prosecuting the Cases, including, but not limited to, filing fees, service fees,

publication costs, subpoenas fees, witness fees, Court reporter fees, and fees for the preparation or production of exhibits. All requests by the County for an exception to these expense requirements must be pre-approved by the DCFS General Counsel in writing. DCFS is not liable for any expenses incurred by the County prior to any such written agreement.

### 10.3 Payment:

All billing invoices should be sent to for review and service verification:

Andrew Killian, Program Monitor  
DCFS, Office of Legal Services  
508 S. Race St.  
Urbana, IL 61801

### 10.4 Requirements for Grant and/or Lump Sum Payments

Not applicable.

## ATTACHMENT A

### ATTORNEY ACKNOWLEDGMENT

The undersigned Attorney ("Attorney") hereby (1) acknowledges the following requirements relative to providing services on behalf of the State's Attorney of Champaign County, Illinois ("the State's Attorney") funded through an Intergovernmental Agreement between the Champaign County State's Attorney and the Illinois Department of Children and Family Services, Office of Legal Services ("IDCFS") and (2) agrees to abide by and comply with all of said requirements. Attorney further agrees:

1. The following terms shall have the following definitions as used in this Acknowledgement:
  - a. "The Cases" are those requests made of Attorney by the State's Attorney to review case files to determine the appropriateness of prosecuting cases related to child abuse based upon the relevant laws of the State of Illinois, regardless as to whether or not any Charges are filed relative to any specific case file, and all such usual and customary duties associated with or required relative to such case files, and all resulting prosecutions of such case files as approved and directed by the State's Attorney.
  - b. "Charges" are any prosecutions of Cases, in whole or in part, by Attorney under the provisions of this Acknowledgement.
  - c. "Petitioner" shall include Plaintiff.
2. The Attorney shall perform the following services relative to each Case:
  - (A). Review, prepare, and prosecute the Cases;
  - (B). Review and evaluate the appropriateness of filing Charges;
  - (C). Prepare all documents and materials necessary to file and litigate Cases including, but not limited to, preparing the Petition, summons, subpoenas, notices, motions, and all other necessary pleadings and Court filings;
  - (D). Prepare for Court appearances and attend all Court proceedings related to the Cases including, but not limited to, conducting research, interviews, and conferences with caseworkers, witnesses, and other attorneys; and performing all other duties normally and customarily associated with, or required relative to, prosecution of Cases;
  - (E). Perform all other duties normally and customarily associated with or required to prosecute Cases;
  - (F). Assemble, maintain, and prepare the records and reports for transmittal to IDCFS as required by Paragraph 10 of this Acknowledgement.

3. Attorney shall be housed and work full time at the Champaign County State's Attorney's Office and/or other location pre-approved by the State's Attorney.
4. Attorney's direction and Case assignment shall be made by the State's Attorney, directly or through her/his designee, who shall have the sole discretion to decide if a Case shall be prosecuted, withdrawn or dismissed. Attorney shall at all times provide advice to the State's Attorney relative to said decisions.
5. Attorney shall at all times keep and maintain an active and in good standing status with the Attorney Registration and Disciplinary Commission of the Supreme Court of the State of Illinois, shall immediately upon receipt of notification of same advise the State's Attorney of each and every change in such status and shall prior to performing any services hereunder deliver to the State's Attorney a copy of her/his current registration card issued by said Commission. At anytime the Attorney's license to practice law in the State of Illinois is suspended or revoked, this Acknowledgement and any and all agreements under which Attorney is to provide services on any Case(s) shall be immediately and automatically terminated; and Attorney shall immediately deliver to the State's Attorney written notice of said suspension or revocation and all materials as required by the terms of Paragraph 6 of this Acknowledgment.
6. All files, records, notes, and evidence which comes into the possession of Attorney in the performance of Attorney's duties under this Acknowledgement shall at all times be and remain the property of the State's Attorney, provided that Attorney specifically agrees to deliver to the State's Attorney all such files, records, notes and evidence immediately upon demand from the State's Attorney and/or upon the termination of this Acknowledgment. Attorney may retain for his/her records, copies of said files and records at his/her expense.
7. Upon the completion of a Case for any reason, including but not limited to, the decision to not file Charges, dismissal of Charges, withdrawal of Charges, conviction of Charges, acquittal of Charges, granting of Charges or denial of Charges, Attorney shall immediately notify the State's Attorney, and any designated head of the Juvenile Division of the State's Attorney's Office, of the occurrence of such event together with a summary report explaining same.
8. During the term of this Acknowledgment, and for so long thereafter as Attorney remains the attorney on the Court's record relative to any pending Charges filed and/or prosecuted, in whole or in part, by Attorney pursuant to this or any preceding or subsequent similar Acknowledgment,

Attorney shall not:

(A). Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in which IDCFS, the Director, the Guardianship Administrator, the Inspector General or any other employee of IDCFS is an adverse party in her/his official capacity; nor

(B). Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in any Juvenile Court or any proceeding in any other Court in which the State's Attorney is the legal advocate for an adverse party.

9. All appeals received by the Attorney relative to any Case or the prosecution of any appeals on behalf of the Petitioner(s) in any Case shall be immediately tendered by Attorney to the State's Attorney for referral to the State's Attorney Appellate Prosecutor. All decisions as to whether or not an adverse decision to any Petitioner shall be appealed shall at all times remain within the sole discretion of State's Attorney. Attorney shall not be obligated under this Acknowledgment to defend or prosecute any appeal relative to any Petition as to which Attorney has provided any service under this Acknowledgment. Attorney shall cooperate with the State's Attorney and the State's Attorney Appellate Prosecutor relative to any appeal relative to any Charges as to which Attorney has provided any service under this Acknowledgment.
10. Attorney shall at all times during the term of this Acknowledgment maintain a current record of all of the Cases referred to her/him by the State's Attorney and for each said Case the following information at a minimum shall be so maintained; the date the case was referred to Attorney; the date any Charges were filed with the Court; the date, purpose and result of each hearing held relative to the Charges; the date and purpose of each hearing scheduled to be held relative to the Charges; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Charges. Upon request made by the State's Attorney, or her/his designee, and at least with five (5) calendar days after the end of each calendar month, said information shall be presented to the State's Attorney, who is required to provide such information to the General Counsel of IDCFS and the local Regional Counsel of IDCFS, each, within ten (10) calendar days after the end of each calendar month.
11. All Court hearings scheduled relative to each Case assigned to Attorney by the State's Attorney shall be attended and directly handled by Attorney. No such responsibility shall be assigned to any other attorney at law without the express advance permission of the State's Attorney.
12. The State's Attorney represents that IDCFS has agreed that all of its employees will at all times fully and completely cooperate with Attorney in fulfillment of her/his duties under this Acknowledgment.

13. In any case in which the Court dismisses or denies, in whole or in part, any Charges, Attorney shall within five (5) calendar days of receipt of such order provide to the State's Attorney, with a copy directed to the General Counsel of IDCFS and the local Regional Counsel of IDCFS, each, a written report of the reasons for said dismissal or denial together with a copy of the written order.
14. Attorney shall submit monthly to the State's Attorney all information necessary to permit the State's Attorney to timely complete a IDCFS Billing Summary, Form CFS-1042, relative to the services performed by Attorney under this Acknowledgment.
15. Upon the termination of this Acknowledgement, Attorney shall in a timely manner take all reasonable steps necessary to withdraw as attorney on the record of the Court relative to all pending Charges relative to any of the Cases.
16. At all times Attorney shall perform all services relative to the Cases in due course using all professional skill and judgment normally exercised by a duly licensed attorney in the State of Illinois.

**Both the Attorney and State's Attorney must each initial the applicable Paragraph 17. One alternative Paragraph 17 must be initialed by both the Attorney and State's Attorney before this Acknowledgment is valid.**

17. \_\_\_\_\_ State's Attorney  
 Attorney \_\_\_\_\_

(A). Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of Special Prosecutor and/or independent contractor of the \_\_\_\_\_ County State's Attorney. Attorney is not an agent or employee of IDCFS and shall not be entitled to any benefits of any kind or nature whatsoever available to IDCFS employees or employees of the State's Attorney.

(B). This Acknowledgement shall immediately automatically be terminated upon the termination of Attorney's contractual relationship with the Office of the State's Attorney.

(C). Attorney's performance under this Acknowledgement will be evaluated solely in the discretion of the State's Attorney; and, Attorney's contractual relationship may be continued or terminated, regardless of the performance or lack of performance of Attorney relative to the requirements of this Acknowledgment, within the State's Attorney's sole discretion.

(D). At all times during the term of the Acknowledgement and for at least two (2) calendar years after termination of this Acknowledgment, Attorney shall maintain at her/his cost a policy of professionally liability insurance covering the services to be performed under this Acknowledgment providing for

single occurrence coverage of at least \$1,000,000.00; and a current copy of proof of such coverage issued by the company providing such insurance be filed during all said times with State's Attorney, the General Counsel of IDCFS and the local Regional Counsel of IDCFS, each.

(E). Attorney agrees that any meetings or conferences with witnesses, caseworkers and others involved in the prosecution of the Cases shall take place in person in \_\_\_\_\_ County, Illinois, unless said duties can be efficiently and appropriately done by telephone or other reasonable communication, or unless the person(s) with whom Attorney must meet are closer in distance to Attorney's office location, if Attorney represents that her/his office location is \_\_\_\_\_, \_\_\_\_\_ County, Illinois.

(F). All compensation and reimbursement of expenses to be paid to Attorney for the performance of services relative to the Cases shall be the sole responsibility of the State's Attorney and IDCFS shall have no responsibility of any kind or nature whatsoever to Attorney relative to the Cases except for cooperation as referred to in Paragraph 12 of this Acknowledgment.

(G). Attorney shall at all times in the performance of services under this Acknowledgment comply with all laws, including but not limited to, all laws relative to non-discrimination in employment, applicable to persons performing business in the State of Illinois.

OR

17. \_\_\_\_\_ State's Attorney

(A). Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of an Assistant State's Attorney in the Office of the Champaign County State's Attorney. Attorney is not an agent or employee of IDCFS and shall not be entitled to any benefits of any kind or nature whatsoever available to IDCFS employees.

(B). This Acknowledgement shall immediately automatically be terminated upon the termination of Attorney's employment as an Assistant State's Attorney in the Office of the State's Attorney.

(C). Attorney's performance under this Acknowledgement will be evaluated solely in the discretion of the State's Attorney; and, Attorney's employment as an Assistant State's Attorney in the Office of the State's Attorney may be continued or terminated, regardless of the performance or lack of performance of Attorney relative to the requirements of this Acknowledgment, within the State's Attorney's sole discretion.

(D). Attorney acknowledges the requirements of the Intergovernmental Agreement existing between the State's Attorney and IDCFS requiring the State's Attorney to provide services of the kind and nature provided for in this Acknowledgement relative to the Cases and agrees to abide by and comply with all of said requirements.

Date \_\_\_\_\_

\_\_\_\_\_  
Attorney Signature

Lawrence T. Solava

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

6243927

\_\_\_\_\_  
Attorney Registration Number

**Illinois Department of Children and Family Services  
Office of Legal Services**

**Statement of Good Standing with the Illinois  
Attorney Registration & Disciplinary Commission**

**FY2016**

I, Lawrence T. Solava, hereby certify that I am a licensed attorney in good standing in the State of Illinois, and that I have never been subjected to discipline by the Illinois Attorney Registration and Disciplinary Commission, or any other body responsible for licensing and regulating attorneys in any other state. Further, I attest that I am not currently the subject of a formal complaint by the Illinois Attorney Registration and Disciplinary Commission. In the event that a formal complaint is filed against me by the Illinois Attorney Registration and Disciplinary Commission at any time during the course of this Contract/Intergovernmental Agreement between the Illinois Department of Children and Family Services, Office of Legal Services, and my employer, Champaign County State's Attorney's Office, I will provide written notification of the Complaint to the Illinois Department of Children and Family Services' General Counsel and local Regional Counsel (if applicable) immediately as part of the contractual requirements for any attorney performing services pursuant to the Illinois Department of Children and Family Services Contract/Intergovernmental Agreement. I understand that this Certification is a required condition of my qualifications to perform the services required by the Illinois Department of Children and Family Services Contract/Intergovernmental Agreement with my employer and the failure to provide accurate and complete information may result in adverse employment action, my disqualification to perform any of the services required by the Illinois Department of Children and Family Services Contract/Intergovernmental Agreement, and/or the Illinois Department of Children and Family Services' termination of the Contract/Intergovernmental Agreement for cause. I hereby certify under oath that all information is true and correct and I will comply with the requirements reflected herein.

Signed:

Date \_\_\_\_\_

Attorney Signature

Date \_\_\_\_\_

Witness Signature

**1.2 MILESTONES AND DELIVERABLES:** Are as stated in the Program Plan/Scope of Services. Vendor shall not perform services, provide supplies or incur expenses in an amount exceeding the amount shown in Section 2.2 and stated in the Pricing/Rate Schedule following **Page 7**, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

**1.3 VENDOR / STAFF SPECIFICATIONS:** Any staff specifications are detailed in the Contract Program Plan/Scope of Services following Section 1.1.

**1.4 BOARD OF DIRECTORS:** Vendor shall provide a list of its Board of Directors with contact information including name, address, phone number (including fax) and email.

**1.5 SUBCONTRACTING**

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract or to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. If subcontractors will be utilized, Vendor must identify below or in an attachment the names and addresses of all subcontractors it will be entering into a contractual agreement with in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money, to the extent the information is known, that each subcontractor is expected to receive pursuant to this Contract. Vendor shall provide a copy of any subcontracts within 15 days of execution of this Contract or after execution of the subcontract, whichever is later, to the Department. A subcontractor may identify information that is deemed proprietary or confidential. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. The Vendor agrees to systematically and accurately track all monies billed by its subcontractors under applicable subcontracts. The Vendor must accurately report those services provided by subcontractors and who is ultimately receiving State funds, in order to prevent conflicts of interest and possible financial improprieties.

1.5.1. Will subcontractors be utilized?  Yes  No

- Subcontractor Name: \_\_\_\_\_

Amount to be paid: \$ \_\_\_\_\_

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

Description of work: \_\_\_\_\_

- Subcontractor Name: \_\_\_\_\_

Amount to be paid: \$ \_\_\_\_\_

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

Description of work: \_\_\_\_\_

All subcontracts must use the Subcontract Agreement and Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB or SUB-M, Rev. 4/2015) completed and signed by the subcontractor. For those subcontracts totaling \$50,000 or more the subcontractor must complete the entire agreement including the Standard Certifications and Disclosures and Conflicts of Interests. Subcontracts totaling less than \$50,000 need only complete and sign pages 1-12 of the Subcontract Agreement form. If any subcontractor is anticipated to receive and bill for more than 10% of the total amount to be paid to Vendor under this Contract, then that subcontractor must also submit a Budget in the same format as Vendor.

1.5.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the Department of the names and addresses, description of the work to be performed and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Vendor shall provide a copy of any such subcontracts and applicable Standard Certifications and Disclosures and Conflicts of Interest within 15 days after execution of the subcontract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

**1.6 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Complete Address of Location where services will be performed:  
101 E. Main Street, Urbana, IL 61801

---

Value of services performed at this location: 100 %

- Complete Address of Location where services will be performed:

---

Value of services performed at this location: \_\_\_\_\_

## 2. PRICING

**2.1 FORMAT OF PRICING:** The State will compensate Vendor for the initial term as follows:

The Department will pay per the payment rates listed on the "Pricing/Rate Schedule" which is inserted following Page 7.

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

Firm \$ \_\_\_\_\_

Estimated \$ \_\_\$36,000.00\_\_

**2.3 ALLOWABLE EXPENSES:** Unless otherwise agreed upon and stated in the Program Plan/Scope of Services, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. If allowed under the Program Plan/Scope of Services, any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Control Board rules.

**2.4 DISCOUNT:** The State may receive a N/A% discount for payment within N/A days of receipt of correct invoice.

**2.5 TAXES:** Pricing shall not include and Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

**-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-**

RATE SCHEDULE

RATE CNT	PAY FREQ	SERVICE NARRATIVE	BEGIN DATE	END DATE	TYPE SERV	MAXIMUM RATE AMT
01	MO	Termination of Parental Rights Cases	7/1/2015	6/30/2016	0302	\$3,000.00

## TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of \_12\_months\_. This Contract shall be effective starting \_7/1/2015\_ and shall expire on \_6/30/2016\_. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except where permitted pursuant to 30 ILCS 500/20-80.

### **3.2 RENEWAL:**

3.2.1 Subject to the maximum total term as identified above, the State has the option to renew this Contract. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section and Pricing/Rate Schedule. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2 Pricing for the renewal term(s), or the formula for determining price, is shown in the Pricing/Rate Schedule in the pricing section of this contract.

3.2.3 The State reserves the right to renew this contract in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation or breach of a material provision of this contract, including the Program Plan/Scope of Services and any Supplemental Terms and Provisions, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract, in whole or in part, without additional written notice, or (b) enforce the terms and conditions of the contract.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- 3.5 AVAILABILITY OF FUNDING: Availability of Appropriations; Sufficiency of Funds.** This [grant/contract] is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this [grant/contract], in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department [or sufficient Federal funds have not been made available to the Department by the Federal funding source], (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated funds [or Federal funds] may not be available for payment. The Department shall provide notice, in writing, to [Provider] of any such funding failure and its election to terminate or suspend this [grant/contract] as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon [Provider's] receipt of notice.
- 3.6 STATE COMPENSATION UPON TERMINATION:** Should Vendor breach this Contract and not cure any breach susceptible of being cured within the time specified by the State, or for termination due to any of the reasons stated above, the State retains its rights to seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.
- 3.7 VENDOR COMPENSATION UPON TERMINATION:** The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

#### **4. STANDARD BUSINESS TERMS AND CONDITIONS**

##### **4.1 PAYMENT TERMS AND CONDITIONS:**

4.1.1 Invoicing: Vendor shall provide accurate and timely invoices on a monthly basis, unless the Program Plan/Scope of Services identifies a different time period for invoice submission. The submission of invoices may also correspond to milestones or deliverables, or completion of the Contract by written agreement of the Parties. By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract and Program Plan/Scope of Services, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210, 15 ICLS 405/10.05, 10.05c, 10.05d.

Send invoices to: \_\_Person identified as Program Monitor.

4.1.2 Payment Terms: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect. Payments delayed at the beginning of the State's fiscal year because of the appropriation process shall not be considered a breach of this contract.

- 4.1.3 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.4 **Pre-Contract Costs:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.5 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.6 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.7 **Surety Bond:** The Department's Director may authorize advance disbursements for any new program initiative to any Vendor contracting with the Department. As a prerequisite for an advance disbursement, the Vendor must post a surety bond in the amount of the advance disbursement and have a purchase of service contract approved by the Department. (20 ILCS 505/5) (from Ch. 23, par. 5005) Bond must be submitted within 10 days of the effective date of the contract. The bond must be from a surety licensed to do business in Illinois by the Illinois Department of Insurance or other applicable regulatory entity. An irrevocable letter of credit from an Illinois financial institution in good standing is an acceptable substitute. The form of surety must be acceptable to the Department.
- 4.1.8 **Invoice Certifications:** Vendor certifies that the funds awarded and payments made pursuant to this Contract shall be used only for the specific purposes authorized in, and shall meet all the requirements of, the approved Contract, Budget, and Program Plan/Scope of Services. Vendor shall also be required to make such certification with all payment vouchers and billing invoices submitted to the Department.
- 4.2 **ASSIGNMENT:** This contract may not be assigned, or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General,

the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

**4.4 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

**4.5 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

**4.6 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

**4.7 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law or covered by any other exemption in the Freedom of Information Act (FOIA) shall be exempt from disclosure. Any information not prohibited or exempt from disclosure under federal law, State law, or applicable FOIA exemption is public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.8 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral

rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

- 4.9 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 4.10 INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.11 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.12 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.13 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.14 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.15 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill.

Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). In compliance with the Illinois and United States Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the State does not unlawfully discriminate in employment, contracts, or any other activity.

- 4.16 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.17 CONTRACTUAL AUTHORITY:** Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms. The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.18 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.19 MODIFICATIONS AND SURVIVAL:** All changes to the Contract, Budget, and Program Plan/Scope of Services must be expressly pre-approved by the Department in writing. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.20 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered

responsible on specific future contract opportunities. The Department also reserves the right, within its sole discretion, to reduce or suspend service referrals to Vendor or to reduce contract amounts based on operational and/or programmatic needs.

**4.21 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**4.22 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.23 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.23.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract or Program Plan/Scope of Services, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.24 REPORTING, STATUS AND TAX CREDITS:**

4.24.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.24.2 Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone # 217-524-4772) for information about tax credits.

**4.25 SUPPLEMENTAL PROVISIONS:** The Supplemental Provisions are expressly incorporated by reference into this Contract.

**5. SUPPLEMENTAL PROVISIONS**

**5.1 STATE SUPPLEMENTAL PROVISIONS:**

- Department Supplemental Terms and Conditions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Annual Standard Budget – Short Form
- Exhibit C – Checklist & Interrogatory For Financial And Statistical Reporting
- Exhibit E – CFS 968-32 Civil Rights Reporting
- Vendor’s Board of Directors Information
- Subcontract Agreement(s) and Standard Certifications and Disclosures and Conflicts of Interest
- Subcontractor Budget
- Fiscal Agent Agreement
- State Board of Elections Certificate of Registration
- Other (describe)

## 6. STANDARD CERTIFICATIONS

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

This section, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Subcontract Agreement and Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB or SUB-M, Rev. 4/2015) completed and signed by the subcontractor.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract amount may be reduced,
- the contract may be void by operation of law,
- the State may void the contract, in whole or in part, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil and/or criminal prosecution, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees and subcontractors will comply with Title VI and VII of the U.S. Civil Rights Act of 1964 (42 U.S.C. 2000d et seq. and 2000e et seq.); Section 503 and 504 of the Federal Rehabilitation Act (29 U.S.C. 793 and 794); the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); applicable Department rules including Part 307, Indian Child Welfare Services which defines the special rights of American Indians; the U.S. Constitution; the 1970 Illinois Constitution; any state and federal laws, regulations or orders which prohibit discrimination in employment on the grounds of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service other than a dishonorable discharge and service delivery on the grounds of race, sex, color, religion, national origin or ancestry, limited English language proficiency, or by reason of any handicap, in performance of this contract. All providers with whom the Department contracts must submit Exhibit E assuring that they do not discriminate in their employment and service delivery practices, including semi-annual updates.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

- 6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- 6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal and is in good standing with the Illinois Secretary of State. 30 ILCS 500/1.15.80, 20-43.
- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.18 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 6.19 Drug Free Workplace
  - 6.19.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 6.19.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.24 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.26 Vendor certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.

- 6.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- 6.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

or

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

- 6.30 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517/15.
- 6.31 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.32 Vendor certifies it complies with the Illinois Religious Freedom Protection and Civil Union Act and all state laws and rules applicable to civil unions and which prohibit discrimination, and will provide persons entering into a civil union, the legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act, with the same obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses. 750 ILCS 75/1 et seq.

## 7. DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

By signing this Contract and attached Disclosures, Vendor certifies that all information in this Contract is true and correct to the best of the Vendor's knowledge, information, and belief; that the funds awarded as a result of this Contract shall be used only for the specific purposes authorized in the approved Contract, Budget, and Program Plan/Scope of Services and that the award of said funds is conditioned upon such certification.

**-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-**

**8. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any required subcontractors. There are Nine (9) steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the Director if s/he deems it in the best interest of the State of Illinois and may be cause for barring Vendor from future contracts, bids, proposals, subcontracts, or relationships with the State. The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any required subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later.

**This disclosure is submitted for:**

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s)
- Subcontractor’s Parent Entity(ies)

Vendor Name	Champaign County State's Attorney's Office
Doing Business As (DBA)	
Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding

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

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

DCFS Name: Champaign County

Certified Name: Champaign County

Taxpayer Identification Number: 37-6006910

Social Security Number: \_\_\_\_\_

Or

Employer Identification Number: \_\_\_\_\_

Legal Status (check one):

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

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

Printed Name of Authorized Representative: Julia R. Rietz

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

**STEP 1**  
**SUPPORTING DOCUMENTATION SUBMITTAL**  
(All vendors complete regardless of annual bid, offer, or contract value)

NOTE: Disclosures for Steps 1 through 7 need only be filled out once per entity. You must select one of the eight options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Also complete Step 2, Option B.

Option 3 – All other Privately Held Entities, not including Individuals and Sole Proprietorships

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Also complete Step 2, Option B.

Option 4 – Foreign Entities

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Also complete Step 2, Option B.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Governmental Entities

Complete Step 2, Option B.

Option 7 – Individuals

Skip to Step 3.

Option 8 – Sole Proprietors

Skip to Step 3.

**STEP 2**  
**DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS**

Complete Option A and/or Option B. Additional rows may be inserted into the tables or an attachment may be provided if needed. Individuals, sole proprietors, and governmental entities are not required to complete Step 2.

**OPTION A – Ownership Share and Distributive Income**    N/A

**Ownership Share** – If you selected Option 1A, 2A, 2B, 3A, 4A in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, Contract page number D-3.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

**Distributive Income** – If you selected Option 1A, 2A, 3A, or 4A in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, Contract page number D-3.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors or Board of Managers** N/A

If you selected Option 2, 3, 4, 5 or 6 in Step 1, list members of your board of directors or board of managers. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 2, Option B, Contract page number D-4.

TABLE – Z	
Name	Address

<p><b>STEP 3</b> <b>DISCLOSURE OF LOBBYIST OR AGENT</b></p>
---

Yes  No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State Agency officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency contract:

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**STEP 4**  
**PROHIBITED CONFLICTS OF INTEREST**

Step 4 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above. N/A

Please provide the name of the person for which responses are provided in Step 6.

1. Do you yourself hold, or are you the spouse or minor child of a person who holds an elective office in the State of Illinois or a seat in the General Assembly?  Yes  No
2. Are you appointed or employed (to the following), or are you the spouse, or minor child of a person who has been appointed to or employed in any offices or agencies of State government and receives compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you an officer or employee (of the following) or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, or are you the spouse, or minor child of a person who receive from the Vendor more than 7.5% of the Vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 5**  
**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 5 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above. N/A

Please provide the name of the person for which responses are provided in Step 6.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services other than this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county Clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STEP 6**  
**EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 4 or 5 (1-10), please provide a detailed explanation that includes, but is not limited to the information detailed in the key below. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 6, Contract page number D-6.

- A. Name (of person identified in affirmative responses to questions in Steps 4 or 5)
- B. Relationship to Contractor
- C. Position/Title or Elected/Appointed Office N/A
- D. State Agency or Organization
- E. Start/End dates of employment or elected/appointed term
- F. Salary/Compensation
- G. Date Compensation Began
- H. DCFS Contract # (if applicable)

<b>The below explanations A-H are provided for Step ____ (indicate 4 or 5), Question ____ (Specify which Step 4 or 5 question (1-10) is explained below. Mark n/a if necessary.)</b>	
A.	
B.	
C.	
D.	
E.	

F.	
G.	
H.	

The below explanations A-H are provided for Step \_\_\_\_\_ (indicate 4 or 5), Question \_\_\_\_\_ (Specify which Step 4 or 5 question (1-10) is explained below. Mark n/a if necessary.)

A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	

### STEP 7

## DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(All vendors complete regardless of annual bid, offer, or contract value)

Do you or your Affiliates have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with or receive any other funding from units of State of Illinois government or other governmental entities?

Yes  No. See Attached List

If "Yes", please specify below. Vendors must disclose all other public funding that they or their Affiliates receive. Affiliates are business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship with or the actual or anticipated receipt of any other funding from units of State of Illinois government or other governmental entities by showing awarding government entity name and other descriptive information including the project title, value, and contract reference, purchase order, or bid number. Vendor agrees to systematically and accurately track, and properly allocate, all funding received and monies billed by Vendor and its Affiliates under this Contract and under contracts with other governmental entities. Attach an additional page in the same format as provided below, if necessary; please reference Step 7, Contract page number D-7.

Awarding Government Entity	Project Title	Status	Value	Contract # Reference/P.O./Illinois Procurement Bulletin #

Awarding Government Entity	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Criminal Justice Information Authority	Victims of Crime Act (VOCA)	Open	\$ 34,525.00	#214078
Illinois Attorney General's Office	Violent Crime Victims Assistance Program (VCVA)	Open	\$ 28,160.00	#15-0410
Illinois Dept. of Children and Family Services	Legal Services Provider	Open	\$ 36,000.00	#369557-901-5
Illinois State's Attorneys Appellate Prosecutor	Multi-Jurisdictional Drug Prosecution Unit Grant	Open	\$ 28,200.00	#37-6006910
Illinois State's Attorneys Appellate Prosecutor	Appellate Prosecutor Matching Funds	Open	\$ 36,000.00	Resolution 9018
Illinois Dept. of Healthcare and Family Services	Legal Services Provider	Open	\$ 286,634.00	#2015-55-013-K / Renewal

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Julia Rietz, State's Attorney

Date

Last Updated: 8/5/2015

Please explain the procurement relationship if other than contract, purchase order, or bid:

**SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder offer or/Vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of

Name of Disclosing Entity: Champaign County State's Attorney's Office

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

Printed Name: Julia Rietz

Title: State's Attorney

Phone Number: 217-384-3733 Email Address: \_\_\_\_\_

**STEP 8**  
**POTENTIAL CONFLICTS OF INTEREST FOR RELATED PARTY TRANSACTIONS**

NOTE: For purposes of Steps 8 and Step 9 of this Contract, **Key Management Staff** is defined to include the top three highest paid staff funded under this Contract and the top persons managerially responsible for the services under this Contract.

Does any Key Management Staff receive compensation or payment in any form from another organization?  Yes  No

If so, name the employee and the other organization, the position held, the amount of annual compensation or type of payment, and the date when the employee began receiving such compensation or payment. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 8, Contract page number D-9.

Name of Staff,	Other Organization	Work Hours, Compensation and Date of Hire for Other Organization

Does any Key Management Staff, Officer, Board Member, owner or majority stockholder (or members of their immediate families, i.e., spouse, father, mother, son, or daughter):

- 1 Hold an ownership interest in an organization that leases, subcontracts, or provides services or materials to you paid in whole or in part from funds generated by this Contract?;  Yes  No
  
- 2 Serve as an executive officer or board member of an organization that subcontracts or provides services or materials to you paid in whole or in part from funds generated by this Contract?;  Yes  No
  
- 3 Serve as an employee of an organization that subcontracts or provides services or materials and part of his/her job duties include performing services related to the subcontract or the provision of services or materials to the organization for which he/she is a board member  Yes  No

If you answered yes to A, B, or C above, disclose the name of the individual(s), the organization(s), the nature of the lease(s), materials, services or subcontract(s). Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 8, Contract page number D-9.

Name of Staff, Board Member, Owner or Stockholder	Organization Leasing, Contracting, Providing Services or Materials	Nature of Lease, Services, Material or Subcontract

**STEP 9**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**  
 (All vendors complete regardless of annual bid, offer, or contract value)

Please provide the name of the person or entity for which responses are provided: N/A

1. Has any Key Management Staff or the Contracting Entity been debarred or suspended, or otherwise excluded or ineligible from participation in federal assistance programs or under other statutory or regulatory compliance requirements from contracting with any governmental entity?  Yes  No
2. Have any Key Management Staff had adverse action taken in relation to a professional license?  Yes  No
3. Has the Contracting Entity had any bankruptcies?  Yes  No
4. Has the Contracting Entity had any adverse civil judgments and administrative findings?  Yes  No
5. Has the Contracting Entity or any Key Management Staff had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, entity, and position title of each individual. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 9, Contract page number D-10.

Name	Position	Organization	Nature of Proceedings	Date of Proceedings

**SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder offer or/Vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of

Name of Disclosing Entity: Champaign County State's Attorney's Office

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

Printed Name: Julia Rietz

Title: State's Attorney Phone Number 217-384-3733

## STATE SUPPLEMENTAL TERMS AND CONDITIONS

The following clauses are added to the State of Illinois – Contract with the Illinois Department of Children and Family Services, hereinafter referred to as the “Department” and are hereby incorporated into this contract with the signatures of the Contractor/Vendor and duly authorized representatives of the Department. The following provisions are numbered to correspond to and supplement the applicable sections in the Contract.

### 1.1 S SUPPLIES AND/OR SERVICES REQUIRED

- a) The Contractor shall comply with Department employment requirements in effect during the Contract Term.
- b) In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term, or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.
- c) In the event of a conflict between a provision(s) of the Contract Program Plan/Scope of Services and any other Contract requirement(s), the Contract requirement(s) shall apply.

### 1.5 S SUBCONTRACTING

- a) This contract or any part thereof shall not be subcontracted without a signed subcontract on file with the Contractor. The Contractor is required to use the Subcontract Agreement and the Subcontractor Standard Certifications and, for those subcontracts totaling \$50,000 or greater, the Subcontractor Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB or SUB-M, Rev. 4/2015).
- b) Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall comply with all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.

### 2.1 S FORMAT OF PRICING

- a) When applicable, the Department will pay Contractors the payment rates listed on the “Pricing/Rate Schedule.”
- b) Contractors are expressly prohibited from charging Department clients and the public for services encompassed by the Department Contract and materials that arise out of the performance of the Contract.

### 3.2 S RENEWAL

The Department reserves the right to modify the contract amount, unless otherwise noted in Section 1.2 Milestones and Deliverables, based on prior year expenditures or projected utilization.

### 4.1 S PAYMENT TERMS AND CONDITIONS

For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.

- a) The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
- b) The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

**4.2 S ASSIGNMENT**

The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that the actual attempted sale, assignment or transfer without the prior written approval of the Department shall render this Contract immediately null and void.

**4.3 S AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)**

- a) Department Rule 401.270 (89 Ill. Admin. Code 401.270) requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
- b) The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of financial and programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
- c) The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
- d) The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- e) The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

**4.7 S CONFIDENTIAL INFORMATION**

- a) Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
- b) The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

**4.8 S USE AND OWNERSHIP**

- a) Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
- b) Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
- c) The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
- d) The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
- e) The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
- f) Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.
- g) All equipment the Department assigns to Contractors or equipment otherwise purchased with State or federal funds received from the Department, is owned by the Department of Children and Family Services. The use of State-owned property and equipment for personal use or private gain is strictly prohibited. Contractors assigned equipment must also properly use, maintain, secure, and store the equipment in accordance with Department Administrative Procedures 19 Property Control and 20 Electronic Mail/Internet Usage/SACWIS Search Function (available at <http://dcfwebresource.dcf.illinois.gov>). Contractors shall return all equipment to the Department upon request.
- h) The Contractor is strictly prohibited from using any funds provided under this contract for the purchase or acquisition of real estate or other real property.
- i) The Department, in its sole discretion, has the right to limit or restrict access to its data and materials. The Department also has the right to limit or restrict individuals who work on specific Department projects.

#### **4.14 S BACKGROUND CHECK**

- a) The Contractor certifies that a criminal history check via fingerprints of persons age 17 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, drug testing in accordance with Department Administrative Procedure 24 Drug Testing of Employment Applicants, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The Contractor further acknowledges that the Department may declare the Contract void if this certification is false.

- b) The authorization required by the Department's background check screening process identified in Paragraph 4.14 a) above shall be on forms prescribed by the Department and comply with Department Rule 385 Background Checks (89 Ill. Admin. Code 385). A Contractor's failure to comply with the background check screening requirements shall constitute grounds for immediate contract termination and the Contractor's reimbursement of costs and expenses to the Department for all background check screenings authorized by the Contractor for applicants who are not persons subject to background checks as defined in Department Rule 385.20. "Persons subject to background checks" means:

- \* the operators of the child care facility;
- \* all current and conditional employees of the child care facility;
- \* any person who is used to replace or supplement staff
- \* any person who has access to children, as defined in this Section; and
- \* any person who provides services that allow unsupervised access to children if the requirement for background checks is a condition of a contract or agreement or is required otherwise under 89 Ill. Admin. Code 357, Purchase of Service.

If the child care facility operates in a family home, the license applicants and all members of the household age 13 and over are subject to background checks, as appropriate, even if these members of the household are not usually present in the home during the hours the child care facility is in operation.

- c) All persons subject to background check screening must complete the Department's authorization forms and certify by their signature that the information provided on their authorization forms is true and accurate and acknowledge that any misrepresentation and/or omission of any material fact on the authorization forms shall render him or her ineligible to perform services pursuant to the Contractor's Contract.

#### **4.18 S NOTICES**

- a) For any address change, the Contractor will give written notice of any change(s) of its principal office address at least 30 days in advance of the change.
- b) Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 60 calendar days in advance. Such changes may require new licenses and Contracts.
- c) The Department retains the right to amend Budgets, Program Plans, and Contracts based on its operational needs after notifying the Contractor of the changes.

#### **4.24 S REPORTING, STATUS AND TAX CREDITS**

- a) The Contractor agrees to immediately notify the Department of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.

#### **4.25 S SUPPLEMENTAL PROVISIONS**

- a) The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice when the Department has reason to believe that advance notice could jeopardize its investigation. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data. In cooperation with the OIG, the Contractor agrees

to the following:

- 1) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
  - 2) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
  - 3) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
  - 4) To allow and encourage employees to speak to the OIG regarding pending investigations.
- b) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- c) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- d) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- e) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- f) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- g) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- h) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i) The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the Department Advocacy Office for Children and Families or by checking on the Department Website at [www.state.il.us/dcfs](http://www.state.il.us/dcfs). The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees; however the adoptive parent may be eligible for reimbursement.

## 8.5 FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Contractor will create and adopt a Conflict of Interest Policy that reflects the specifications outlined in Department Rule 437, Employee Conflict of Interest (89 Ill. Admin. Code 437).

REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 15-00004

FUND 080 GENERAL CORPORATE

DEPARTMENT 041 STATES ATTORNEY

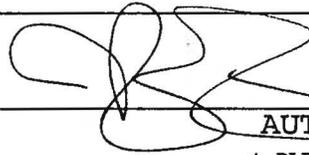
TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-041-533.07 PROFESSIONAL SERVICES	2,000.	080-041-511.04 REG. PART-TIME EMPLOYEES

EXPLANATION: TRANSFER OF FUNDS TO PAY FOR TEMPORARY WORKER

DATE SUBMITTED: 8.6.15



APPROVED BY PARENT COMMITTEE:

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE

\* PLEASE SIGN IN BLUE INK \*

APPROVED BY BUDGET AND FINANCE COMMITTEE:

DATE: \_\_\_\_\_