

**Resolution No. 10-1**

**WHEREAS**, the Sangamon County Department of Community Resources (the Department) is seeking the approval of the Sangamon County Board (the Board) to approve a contract with Alice Campbell Staffing to provide 4 workers to perform intake for applicants seeking Low Income Home Energy Assistance Program (LIHEAP) services,

**WHEREAS**, see exhibit A attached for the contract,

**WHEREAS**, intake workers will begin on September 15, 2018 through May, 2019 to perform intake duties at an hourly rate of \$14.85 per hour, at a total cost \$86,872 to the Department through funding from DCEO,

**WHEREAS**, the Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs and reduce the risk of health and safety problems that arise from unsafe heating and cooling practices.

**WHEREAS**, the Department will serve approximately 4,000 households with energy assistance through payments made directly to the households' vendor(s),

**WHEREAS**, LIHEAP provides services to income-eligible residents of Sangamon County of up to 150% of the federal poverty guideline to address energy needs based,

**WHEREAS**, staff will participate in continuing professional development at local and state workshops,

**WHEREAS**, The Department must annually meet and report on 50 organizational performance standards and ROMA Family, Community and Agency outcomes in the annual report,

**NOW, THEREFORE BE IT RESOLVED**, by the members of the Board of Sangamon County, Illinois in session this 11th day of September, 2018 that the County is authorized to enter into a contract with Alice Campbell Staffing to provide 4 personnel to perform LIHEAP intake services to income-eligible customers in Sangamon County through Sangamon County Community Resources.

Respectfully submitted,   
Jason Ratts Vice Chair Community Resources Committee

**RECEIVED**  
2660

SEP 07 2018

Andy Goleman  
SANGAMON COUNTY AUDITOR

**FILED**

SEP 07 2018

  
SANGAMON COUNTY CLERK

10-2

**Sangamon County Community Resources  
Temporary Staffing Contract**

**GENERAL DESCRIPTION**

**GOAL:** The objective of this Contract is to obtain cost-effective temporary staffing solutions with consistent and high-quality employees.

**VENDOR / STAFF SPECIFICATIONS:** The Vendor has at least five years' experience in providing temporary staffing services, during which time the Vendor has at least three years' experience in meeting the yearly estimated demand of hours required in this Contract.

Vendor ensures that its staff's background, expertise, and management support are such that it will meet the needs of this Contract at all times.

Vendor's testing software and programs shall ensure temporary staffing employees are qualified for required placements. County may request a demonstration of such testing software and programs at any time.

Vendor shall have ongoing initiatives to recruit qualified individuals seeking employment.

Vendor will identify a central contact person who will handle operations and issues as they arise.

**WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed, all services shall be performed in Sangamon County in the state of Illinois.

**PRICING:** Vendor's price will be \$14.85 per hour for temporary employees covered by this Contract.

**RESPONSIBILITY:** Vendor must have the capability to perform fully the Contract requirements and must have the integrity and reliability that will assure good faith performance.

Vendor must at all times have financial resources sufficient to ensure performance of the Contract and must provide proof upon request. The County may terminate the Contract, consistent with the termination for cause provision of the Contract, if the vendor lacks the financial resources to perform under the Contract.

**FEDERAL FUNDS:** This Contract may be partially or totally funded with Federal funds.

**SERVICES REQUIRED:** The Vendor will supply temporary staffing employees who will fill positions to support the administration of the LIHEAP Program at Sangamon County ("the County).

**Standard Requirements**

Standard skills required for all jobs include the ability to speak, read, and write English at a level required to properly perform the tasks under this Contract. This is to ensure instructions can be followed and safety and warning signs can be obeyed.

Vendor ensures that it is providing the County with temporary staffing employees who will adhere and conform to all rules, regulations and policies of the County. All temporary staffing employees are required to communicate in a courteous and respectful manner.

Temporary staffing employees are employees of the Vendor, not Sangamon County. Sangamon County may hold the Vendor liable for any theft or willful damage to property caused by any temporary agency employee. County should not give temporary staffing employees county property to use outside of office premises unless attended by personnel employed by the County and used to perform functions pertaining to their assignment for the County.

**Hours of Work**

Standard work hours are a 7.5 hour day, Monday through Friday, scheduled in coordination with the County. Weekend hours and/or evening shifts may be required as needed.

Temporary staffing employees may be authorized to work as many as 40 hours per week. Any hours worked over 40 hours in a work week requires written prior approval by the County. The Vendor will not be paid for hours worked unless specifically requested by the County. Overtime billing rates for hours worked over 40 hours in a work week would be at 1 ½ times the hourly bill rate.

Full-time temporary staffing employees will have a half-hour or one-hour unpaid meal period at the discretion of the County. This unpaid lunch period is in addition to the standard 7.5 daily work hours. It is expected that all temporary staffing employees will arrive on time for work as required. If they are unable to arrive prior to the contracted start time and date, temporary staffing employees are required to notify the Vendor, their employer. It is then the responsibility of the Vendor to update the County.

The Vendor must confirm with the County that the temporary staffing employee did, in fact, start the assignment as agreed. After the temporary staffing employee has started an assignment, s/he must notify the Vendor when s/he will be tardy or absent, and the Vendor must notify the County's supervisor or designee. A temporary staffing employee may also notify his/her supervisor or impending late arrivals or absences but must notify his/her employer, the Vendor.

Shortened Workdays: The County reserves the right to shorten the workday of any temporary staffing employee to no less than four (4) hours advance notice when a temporary staffing employee's workday is shortened. The Vendor shall be responsible for notifying the temporary staffing employee of the shortened workday in advance. The County may notify the temporary staffing employee but must contact the Vendor advising them of a temporary staffing employee's shortened workday.

Calculation of Daily Time: The County will pay the Vendor for the hours the temporary staffing employee has worked within their scheduled hours. Rounding of time on a daily basis will be acceptable in accordance with the "Rule of 7":

- If 7 minutes or less, then round down to the nearest quarter hour;
- If 8 minutes or more, then round up to the nearest quarter hour providing rounding does not exceed the number of hours requested.

The County has the authority to change the length of time required for a temporary staffing employee's assignment at any time.

**Background Checks and Tests**

All temporary staffing employees shall be subject to the same background checks required for full-time County employees. Any temporary agency employee that does not pass a criminal background check, drug test, driver history, or any other appropriate test is not eligible for placement. The County reserves the right to decline any temporary agency employee if they do not pass full-time personnel agency background check and/or drug test requirements.

All temporary staffing employees who perform onsite services may be required to undergo a random background check or drug test if there is reasonable suspicion to believe that they would no longer meet requirements of the County. Vendor shall comply with applicable current and future State, Federal and local laws and regulations, and rules, administrative directives. Failure to do so may result in termination of the temporary staffing employee and/or the Vendor's Contract.

**Right to Terminate**

The County reserves the right to terminate the services of any temporary staffing employee whom the County deems unqualified or unable to meet or comply with County standards. Termination of a temporary staffing employee will be effective immediately upon notification to the Vendor. The Vendor will advise its employee of the termination. The Vendor will only be paid for the services provided by the temporary agency employee up through termination. At the County's discretion, a temporary staffing employee may be terminated or replaced at anytime.

**Payroll**

The Vendor shall be responsible for all accounting and payroll function in connection with its services, including records of deductions and state and federal taxes.

**Timesheets**

The Vendor must maintain complete and accurate accounting records to substantiate all charges and must provide each of its employees with weekly timesheets. Timesheets shall be maintained by each temporary staffing employee on a daily basis.

At the end of each week, the County employee designated as the temporary staffing employee's supervisor or an authorized alternate, shall sign the temporary staffing employee's timesheet. By affixing his/her signature to the temporary staffing employee's timesheets, the County is attesting to the hours the temporary staffing employee worked.

Timesheets may be in electronic format for submission by the temporary employee and for supervisory approval. Paper timesheets may be faxed or emailed.

Timesheet shall serve as the basis for the Vendor's billing to the County. Vendor will provide invoices electronically to the person designated by the County.

**Employment**

The County reserves the right to consider any temporary agency employee for full time employment, should they be deemed the most qualified candidate through a standard hiring process. Temporary employees must accrue 480 hour on Vendor payroll to be eligible for hiring by County.

**Non Competition**

Vendor is prohibited from entering into "Not to Compete" covenants or "Non-Competition Clauses" with either employees or independent contractors, or any party specifically related to the performance of an obligation required under the Contract which would prohibit said independent contractor or employee from competing, directly or indirectly, in any way with the Vendor.

**Fraud, Abuse or Misconduct**

Vendor shall timely report suspected fraud, abuse, or misconduct of any temporary staffing employee assigned to County immediately.

**Special Equipment or Assistance**

The Vendor, being the employer of the temporary staffing employee, will provide in accordance with the Rehabilitation Act and the Americans with Disabilities Act, any special equipment or services required for a temporary staffing employee to perform the duties that they are assigned at the Vendor's expense.

**Economic Adjustment Increase Clause**

In the event the Vendor's cost to provide the services increases due to a governmental mandated increase during the period of time in which this Contract is in effect, the Vendor shall be entitled to adjust the price by an amount sufficient to compensate the Vendor completely for such increase.

Such price adjustment/increase shall be effective only upon written approval by County through a fully-executed Contract amendment. The claim for such adjustment must include, as applicable, a certification from the Vendor verifying the cost at the time of the award and at the time of the requested increase. The increase will be for the cost to the Vendor only. No increase or change in the Vendor's overhead, profit or other factors will be approved. The County reserves the right to ask for invoices, published price lists, or any other evidence establishing Vendor's costs to support the increase. In all cases the Vendor must file a claim for such adjustment prior to the delivery of the services. If the Vendor has excessive complaints filed for non-delivery, its request may be denied, until such time as all complaints are resolved to the satisfaction of the County. In any event, the request to increase must be approved via a fully-executed amendment.

**Economic Adjustment Decrease Clause**

In the event such costs should decrease due to government-mandated decreased during the period of time this Contract is in effect, the Vendor shall adjust the price downward to completely and precisely account for such decrease. Such decreases shall become effective upon the effective date of the government mandate. It is the responsibility of the Vendor to notify County of any such decrease.

**Amendments**

This Contract shall be amended or modified only by the mutual consent of the Vendor and County. Amendments to the Contract must be in writing and signed by both parties. No change in, addition to, or waiver of any term or condition of this Contract shall be binding unless approved via a full-executed Contract amendment by the County.

**Identification Cards**

Temporary staffing employees may receive an identification card if and when deemed appropriate by the County. Temporary staffing employees shall carry or wear the ID card where it is clearly visible to other personnel while working, as directed by the County's regulations. The Vendor will be responsible for returning all ID cards issued to the temporary staffing employees who leave the County when they are transferred to another assignment, terminated, when an individual's placement expires, or when an updated care is issued. The cards are to be returned to the temporary agency employee's supervisor immediately upon departure or if request at anytime.

**MILESTONES AND DELIVERABLES:** Vendor shall monitor the level of satisfaction with County, on an on-going basis, to ensure any challenges are addressed in a timely manner. Upon request, Vendor shall meet with County representatives on a regular basis, if needed, to discuss challenges and propose solutions.

Vendor's automation tools shall meet the decentralized demands of the Contract and shall not be dependent upon the County making additional purchases.

Vendor shall provide weekly electronic invoicing to the County. County may request copies of invoices at any time. Invoices will include at a minimum: name of temporary staffing employee, dates worked, hours, rate, overtime hours, overtime rate, and total.

**TERM AND TERMINATION**

**TERM OF THIS CONTRACT:** This Contract has a start date of September 15, 2018.

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

If Vendor fails to perform to the County's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or the County determines that the Vendor lacks the financial resources to perform the Contract, the County shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the County's written notice. If not cured by that date the County may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract.

For termination due to any of the causes contained in this Section, the County retains its rights to seek any available legal or equitable remedies and damages.

**TERMINATION FOR CONVENIENCE:** The County may, for its convenience and with thirty (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. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

**AVAILABILITY OF APPROPRIATION:** This Contract is Contingent upon and subject to the availability of funds. The County, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), or (2) the County determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

**STANDARD BUSINESS TERMS AND CONDITIONS**

**PAYMENT TERMS AND CONDITIONS:**

Expenses: The County 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.

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 according to the terms of their respective Contracts, and (iv) provide lien waivers to the County upon request.

Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this Contract, and the amount billed and expenses incurred are as allowed in this Contract. Vendor shall not bill for any taxes unless accompanied by proof that the County is subject to the tax. Vendor shall invoice at this completion of the Contract unless invoicing is tied in this Contract to milestones, deliverables, or other invoicing requirements agreed to in the Contract.

**ASSIGNMENT:** This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the County.

**SUBCONTRACTING:** SubContractors will not be used to fulfill the requirements of this Contract.

**AUDIT/RETENTION OF RECORDS:** Vendor shall maintain books and records relating to the performance of this Contract necessary to support amounts charged to the County pursuant this 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 (3) years from the later of the date of final payment under the Contract or completion of the Contract for a period of three (3) years from the later of final payment under the term or completion of the Contract. If Federal funds are used to pay Contract costs, the Vendor must retain its respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the County other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor 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 County for the recovery of any funds paid by the County under this Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records..

**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 this Contract is being resolved unless otherwise directed by the County.

**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.

**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 this Contract without penalty if performance does not resume within thirty (30) days of the declaration.

**CONFIDENTIAL INFORMATION:** Each Party to this Contract, including its agents, 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 County or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Contract or thereafter. 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 that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**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 County is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the County all rights, 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

County may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this Contract.

**INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the County, 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 real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, or agents; or (d) any actual or alleged claim that the services or goods provided under this Contract infringe, misappropriate, or otherwise violate 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.

**INSURANCE:** Vendor shall maintain and provide a Certificate of Insurance during the duration of this Contract. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**INDEPENDENT CONTRACTOR:** Vendor shall act as an independent Contractor and not an agent or employee of, or joint venture with the County. All payments by the County shall be made on that basis.

**SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the County during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the County if Vendor solicits or intends to solicit County employees to perform any work under this Contract.

**COMPLIANCE WITH THE LAW:** The Vendor, its employees, and agents 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.

**BACKGROUND CHECK:** Whenever the County deems it reasonably necessary for security reasons, the County may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall immediately reassign any individual who does not pass the background check.

**PREVAILING LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference.

**ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the County all of Vendor's rights, title and interest to the claim or cause of action.

**CONTRACTUAL AUTHORITY:** The County entity responsible for performance and payment under this Contract does so pursuant to a state bid contract entered into between.

**NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand



delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its contact information.

**MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the County's and the Vendor's terms, conditions and attachments, the County's terms, conditions and attachments shall prevail.

**PERFORMANCE RECORD / SUSPENSION:** Upon request of the County, Vendor shall meet to discuss performance or provide Contract performance updates to help ensure proper performance of this Contract. The County may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, suspend Vendor from doing future business with the County for a specified period of time, or whether Vendor can be considered responsible on specific future Contract opportunities.

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

**WARRANTIES FOR SUPPLIES AND SERVICES:**  
Vendor warrants that the supplies furnished under this Contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the County or furnished by the Vendor and agreed to by the County, 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 County 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.

Vendor shall ensure that all manufacturers' warranties are transferred to the County and shall provide to the County copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the County's payment, acceptance, inspection or failure to inspect the supplies.

Vendor warrants that all services will be performed to meet the requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others, or who in any way violates the Contract or County policies.

**REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the County of any event that may have a material impact on Vendor's ability to perform this Contract.

**EMPLOYMENT TAX CREDIT:** 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.

The undersigned authorized representatives hereby agree to the terms of this Contract.

Vendor's Name: Alice Campbell Staffing, Inc.

Signature of Authorized Representative: *Alice K. Campbell*

Printed Name of Authorized Representative: Alice K. Campbell

Date: 8/21/18

Name of Procuring Entity: \_\_\_\_\_

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

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

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