

Resolution No. 176-1

A RESOLUTION APPROVING AND AUTHORIZING SANGAMON COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, ON BEHALF OF ITS SCHOOL OF MEDICINE FOR PROFESSIONAL SERVICES RELATED TO TESTING RESIDENTS FOR INFECTION WITH COVID-19

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services; and

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose; and

WHEREAS, the Southern Illinois University is a system of public universities, including the Southern Illinois University School of Medicine located in Springfield (“University”); and,

WHEREAS, on March 23, 2020, the County Board extended the coronavirus disaster declaration of March 16, 2020; and

WHEREAS, the University and Sangamon County (“County”) wish to enter into an Agreement for area residents to be able to freely and easily obtain testing for COVID-19 from qualified medical professionals; and

WHEREAS, the University employs personnel appropriately qualified to provide COVID-19 testing; and,

WHEREAS, the County’s Department of Public Health (“Department”) desires that these testing services are made available to area residents to enhance management of the COVID-19 pandemic in its jurisdiction; and,

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Don J. Hayes
Sangamon County Clerk

Andy Goleman
SANGAMON COUNTY AUDITOR

16-2

WHEREAS, the proposed agreement is funded via a grant award from the Illinois Department of Public Health through its "COVID-19 LHD Contact Tracing Grant" project; and,

WHEREAS, the Services and other terms are described in the Agreement attached hereto as Exhibit A;

NOW, THEREFORE BE IT RESOLVED by the County Board of Sangamon County, in session this 12th day of April 2021, that this Board hereby approves entering into the intergovernmental agreement with the University for provision of COVID-19 testing services in support of the Department and the response to the COVID-19 pandemic.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Public Health Committee April 1, 2021.

_____, Chairman

Attachment: Attachment A, proposed Intergovernmental Agreement

UNIVERSITY CONTRACT R-10675

**THE BOARD OF TRUSTEES
OF SOUTHERN ILLINOIS UNIVERSITY,
ON BEHALF OF ITS SCHOOL OF MEDICINE
AND
COUNTY OF SANGAMON, ILLINOIS**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made, entered into and delivered to be effective on August 1, 2020 (“Effective Date”), by and between COUNTY OF SANGAMON, ILLINOIS for and on behalf of its Department of Public Health (hereinafter collectively referred to as the “Department” or “SCHD”) and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Carbondale, Illinois, for and on behalf of its School of Medicine (hereinafter collectively referred to as “University”). Department and University are collectively referred to, in this Agreement, as the “Parties,” and either Department or the University may be separately identified, in this Agreement, as a “Party.”

RECITALS:

WHEREAS, the Department is responsible for the health and well-being of the residents of Sangamon (“County”) with regard to impact and management of infectious/communicable diseases; and

WHEREAS, the Department desires professional medical services, on an as needed basis, to provide testing services as they specifically relate to the COVID19 pandemic (“Services”) for the County; and

WHEREAS, the University employs professionals who are appropriately qualified to provide the desired Services to the Department as detailed in Exhibit A; and

WHEREAS, University and Department represent, warrant, and acknowledge that the compensation to be provided for the Services of Professionals pursuant to the terms of this Agreement are the result of arms-length negotiations between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated by reference herein, the Parties, intending to be legally bound, hereby agree as follows:

TERMS:

I. APPOINTMENT.

Appointment. Department hereby retains and contracts with University, and University agrees to provide the Services set forth hereunder in accordance with the terms of this Agreement. University shall provide sufficient staff (“Professionals”) to establish and maintain a COVID-19 Testing Center and Call Center (“Site”). The Professionals will be comprised of a mixture of disciplines. A list of staff who shall participate as the Professionals in the provision of Services, under the terms and conditions prescribed in this Agreement, is attached to this Agreement as Exhibit B. If and whenever there is a change in the personnel who would serve as the Professionals, a revised Exhibit B, identifying the then applicable staff as of the designated effective date, will be substituted under this Agreement in replacement of the previously effective Exhibit B in accordance with Section 7.9 of this Agreement.

II. DUTIES AND COVENANTS OF UNIVERSITY.

- 2.1 Scheduling of Professionals’ Services. Professionals shall provide such Services on an as needed basis, according to the schedule set forth in Exhibit A.
- 2.2 Services. Professionals shall provide Services as set forth in Exhibit A.
- 2.3 Designee. The University may, in its sole discretion, delegate the responsibilities as set forth in Exhibit A to other professionals, as needed.
- 2.4 Applicable Standards. Professionals shall also perform the duties hereunder in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.
- 2.5 Representations and Warranties. As an inducement to enter into this Agreement, University hereby represents and warrants as follows:
 - a. The execution, delivery, and performance of this Agreement does not conflict with or violate any law or regulation to which University is subject or conflict with a current contractual obligation;
 - b. University has the power and authority to enter into this Agreement and perform obligations hereunder, and all necessary action required to execute, deliver, and perform this Agreement has been taken; and
 - c. There is no pending or threatened litigation that would impede the execution, delivery, or performance of this Agreement.

III. DUTIES AND COVENANTS OF DEPARTMENT.

- 3.1 Compensations. Department will provide compensation to University as provided for under Section 4.1.
- 3.2 Support Services. Department shall provide such facilities, equipment, supplies, utilities, and other support services as Department shall reasonably deem necessary.
- 3.3 Representations and Warranties of Department: As an inducement to enter into this Agreement, Department hereby represents and warrants as follows:
 - a. The execution, delivery, and performance of this Agreement does not conflict with or violate any law or regulation to which Department is subject or conflict with a current contractual obligation.
 - b. Department has the power and authority to enter into this Agreement and perform obligations hereunder, and all necessary action required to execute, deliver, and perform this Agreement has been taken.
 - c. There is no pending or threatened litigation that would impede the execution, delivery, or performance of this Agreement.

IV. FINANCIAL ARRANGEMENTS.

- 4.1 Compensation and Billing for Services of Professionals. University shall invoice County upon execution of this Agreement, in accordance with the proposed budget detailed in Exhibit C.
- 4.2 Remittance. Remittance for payment should be sent within fifteen (15) days of County's receipt of the University's invoice and should include University contract number R10675 and be sent to:

Revenue Accounting
 SIU School of Medicine
 P.O. Box 19607
 Springfield, IL 62794-9607.

- 4.3 Payment for services to University under this Agreement shall be in full, without any deduction for taxes or withholding of any kind. It is understood that any taxes or withholdings which may be due and payable as a result of payments made by University to the Professionals shall be the responsibility of University. It is understood that, as part of this Agreement, University undertakes to pay any taxes and withholding on payments which may be due Professionals providing services hereunder; Professionals shall not participate in any Department employee benefit plan or any other fringe benefits; and Professionals shall not receive any other compensation from Department.

4.4 Limitation on Compensation. The preceding provisions of this Article IV notwithstanding, however, the compensation which the Parties reasonably anticipate that the Department will pay to the University under and pursuant to this Agreement will not exceed the aggregate sum of FOUR HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS (\$485,397.00).

V. INSURANCE AND INDEMNIFICATION.

5.1 Insurance. The University, in accordance with its plan of self-insurance, as amended, will provide individual coverage for Professionals' services furnished to the University by the Professionals within the scope of their responsibilities as employees of the SIU School of Medicine. Such coverage will protect the Professionals against individual malpractice claims in an amount at least equivalent to One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The University will continue to provide such coverage to the Professionals so long as the University continues to provide professional liability through its self-insurance program. The University will notify the Department at least ninety (90) days prior to (i) any discontinuance of self-insurance program coverage for Professionals' services furnished to the University by the Professionals within the scope of their responsibilities as employees of the SIU School of Medicine or (ii) any reduction in the amount of coverage. In the event of any such discontinuance or reduction, Department shall have the right to terminate this Agreement. Upon request, University shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement. The receipt of any certificate does not constitute an agreement by the Department that insurance requirements have been met. Failure of the Department to obtain certificates or other insurance evidence from University shall not be deemed a waiver by the Department.

In the case of claimed liability arising out of services which are described and enumerated in Exhibit A and provided by the Professionals under this Agreement, Department agrees that Department's professional liability insurance will apply. Department shall procure and maintain during the term of this Agreement insurance coverage with limits as follows: Worker's Compensation and Occupational Diseases - statutory limits; Employer's Liability - \$500,000 per occurrence; Commercial General Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate; Professional Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. Department may provide any or all of such coverages through a program of self-insurance, at Department's option. Umbrella liability insurance may be used to meet the general liability coverage limit requirements. Any insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Department agrees to maintain such insurance for the duration of the Agreement. If a policy required under this Section 5.1 is written on a claims-made basis and that policy is not replaced or renewed, or if that policy is cancelled, Department agrees to provide for an extended reporting endorsement of not less than two years or purchase prior acts coverage with a retro date that coincides with or precedes the commencement of this Agreement to assure coverage for unreported events. Department will notify the University at least ninety (90) days prior to any discontinuance or reduction

in the above mentioned insurance coverage. In the event of any such discontinuation or reduction, University shall have the right to terminate this Agreement. Upon request, Department shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement. The receipt of any certificate does not constitute an agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from Department shall not be deemed a waiver by the University.

5.2 Indemnification. To the extent allowed by law and not inconsistent with the doctrine of sovereign immunity, the University, in accordance with its plan of self-insurance, as amended, accepts responsibility for and agrees to indemnify, hold harmless, and defend the Department from any claim arising either out of, as applicable, the academic services provided to the University by the Professionals within the scope of their responsibilities as employees of SIU School of Medicine (hereinafter the "Academic Services") or out of services furnished by the Professionals to their own individual patients as a member of SIU HealthCare or any successor practice plan administered through the University ("SIU HealthCare Services"). It is the intent of the Parties that this indemnification shall only apply to non-governmental claims for personal injury or property damage arising solely out of either Academic Services or SIU HealthCare Services performed by the Professionals and shall not apply where such claims may arise out of services which are Services as set forth in Exhibit A or are otherwise requested by Department or are otherwise outside of the scope of Academic Services or SIU HealthCare Services.

Department accepts responsibility for and agrees to indemnify, hold harmless, and defend the University and the Professionals from and against any claim arising out of services which are Services as set forth in Exhibit A or are otherwise requested by Department. It is the intent of the Parties that this indemnification shall only apply to non-governmental claims for personal injury or property damage arising solely out of the Services performed by the Professional or are otherwise requested by Department and shall not apply where such claims may arise out of services which are either Academic Services or SIU HealthCare Services.

5.3 Survival. The obligations and commitments of the Parties hereto under this Article V shall survive termination of this Agreement.

VI. TERM AND TERMINATION.

6.1 Term. The promises and obligations herein contained shall commence as of the Effective Date and shall terminate on March 30, 2021, unless sooner terminated as otherwise prescribed in this Article VI.

6.2 Termination. This Agreement may be sooner terminated on the first to occur of any of the following events:

- a. Agreement. Written agreement by both Parties to terminate this Agreement. The Parties shall indicate the effective termination date in such agreement.

- b. Loss of Qualifications. Failure of Professionals to maintain the qualifications required under Section 1.2 of this Agreement. Such termination shall be immediate upon written notice from Department or, University may provide a designee in accordance with Section 2.3.
- c. Breach. In the event of the breach of any of the terms or conditions of this Agreement, excluding Sections 6.2(b), by either Party and the failure of the breaching Party to correct such breach within ten (10) business days after receipt of written notice of such breach by the breaching Party, such other Party may terminate this Agreement immediately with written notice of such termination to the breaching Party.
- d. Notice. In the event either Party to this Agreement shall, with or without cause, at any time give to the other at least thirty (30) days advance written notice, this Agreement shall terminate on the future date specified in such notice. In the event notice of termination is given under this Section 6.2 excluding Section 6.2(b), this Agreement shall continue in full force and effect from the time notice is given until the effective termination date.

6.3 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligation hereunder except for: (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. Any monies owed will be prorated to the date of termination.

VII. MISCELLANEOUS.

- 7.1 Legal Compliance. Nothing in this Agreement shall be construed as an offer or payment by one Party to the other Party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending or arranging the purchase, lease, or order of any item or service. The Parties intend and agree that all amounts paid under this Agreement are intended to reflect, and do reflect fair market value for the services rendered. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.
- 7.2 HIPAA. The Parties agree that the use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, as well as all of the regulations and standards promulgated pursuant to such statutes (collectively "HIPAA").
- 7.3 Assignment. This Agreement and all rights and benefits hereunder are personal to University and Department and neither this Agreement nor any right or interest of University or Department herein, or arising hereunder, shall be voluntarily or

involuntarily sold, transferred or assigned without written consent by the other Party.

- 7.4 Independent Contractor. It is expressly acknowledged by the Parties that University is an independent contractor and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between Department and University, or Professionals, or to allow Department to exercise control or direction over the manner or method by which Professionals performs the Services that are described in this Agreement.
- 7.5 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing signed by Department and by University.
- 7.6 Waiver. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the person or Party against whom charged.
- 7.7 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and contains all of the agreements between the Parties with respect to the subject Services at Department.
- 7.8 Force Majeure. If either Party is prevented from performing its obligations under this Agreement, by strikes or other labor disputes, official or unofficial, fire, war, terrorism, flood or any other reason beyond the Party's reasonable control, each Party's rights and obligations hereunder shall cease with written notice of such cessation by either Party.
- 7.9 Notices. Notices required herein shall be considered effective when delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and addressed to:

DEPARTMENT:
 Gail O'Neill
 Public Health Director
 Sangamon County Department
 Of Public Health
 2833 South Grand Avenue East
 Springfield, Illinois 62703

UNIVERSITY:
 Matthew Yarnell
 Office of External Relations
 SIU School of Medicine
 401 N. Walnut Street, MC 9630
 Springfield, Illinois 62702

With a copy to:
 Revenue Contracts
 SIU School of Medicine
 327 W. Calhoun, MC 9606
 Springfield, Illinois 62702

or to such other address, and to the attention of such other person(s) or officer(s), as either Party may designate by written notice.

- 7.10 Equal Employment Opportunity. The Equal Employment Opportunity Clause attached as Exhibit D is hereby specifically incorporated by reference into this Agreement.
- 7.11 Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced pursuant to and in accordance with the internal laws of Illinois without regard to the conflicts of laws provisions of such laws.
- 7.12 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 7.13 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

[The remainder of this page intentionally left blank.]

16-11

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year last written below.

RECOMMENDED BY:

RECOMMENDED BY:

Gail O' Neill
Director
Department of Public Health
Sangamon County

John Horvat
Associate Provost for
Finance and Administration
SIU School of Medicine

COUNTY OF SANGAMON, ILLINOIS
PUBLIC HEALTH DEPARTMENT

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

By _____
Andy VanMeter
Chairman
Sangamon County Board

By _____
Jerry Kruse, MD, MSPH
Dean and Provost, SIU School of Medicine and
Chief Executive Officer, SIU Medicine for
Austin A. Lane, Chancellor
Southern Illinois University Carbondale

Date: _____

Date: _____

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17-12

EXHIBIT A

COVID-19 TESTING AND CALL CENTER

**SANGAMON COUNTY
DEPARTMENT OF PUBLIC HEALTH**

Goals/Services:

Pursuant to this Agreement, the University shall provide the following services, as needed, for Sangamon County.

COVID 19 Testing Services

University will assign a portion of time from eight (8) existing staff members and ten (10) extra help workers (10 for testing center/3 for call center) to staff the testing center and the call center. University is requesting reimbursement for staff time, supplies and equipment for both the testing center and the call center. University will assign and train staff, purchase supplies and equipment, collect patient information, obtain appropriate consents, administer tests, send samples to the Illinois Department of Public Health (“IDPH”) lab in Springfield, receive test results, notify patients of their test results, and upload results into secured electronic drive. In addition, University will market and promote the testing center and provide an evaluation 30 days after the project completion date. Erica Austin, Project Coordinator will lead this initiative for University and Sangamon County.

University employees are all HIPAA trained and will be provide testing services according to the following schedule:

Mondays	9 a.m. - 11 a.m. and 1 p.m. - 4 p.m.
Tuesdays	9 a.m. - 11 a.m. and 1 p.m. - 4 p.m.
Thursdays	9 a.m. - 11 a.m. and 1 p.m. - 4 p.m.
Friday	9 a.m. - 12 noon.

SCHD Public Testing Program Summary

Services	Provide staff, training, testing, patient record management, and notification services (call center).
Staff	University will maintain 20 properly trained staff to support testing, recordkeeping and notification services.
Reporting	University will provide monthly reports and a final report (30 post contract end date) to summarize hours of work in each area (testing, call center, etc).
Training	University testers will receive training from University Infectious disease and family medicine physicians.
Evaluation	University will provide the SCHD a final evaluation of the program within 30 days of the contract end date.

Program evaluation & reporting

University will provide testing results to SCHD as they are received from the IDPH lab. University will provide monthly reports and a final report within 30 days of the end of the contract that will summarize the number of residents tested, number of tests collected, analyzed and reported to residents. University staff will attend a final project closeout meeting with SCHD.

Proposed Budget

University is providing this cost estimate to provide COVID 19 Testing Services as needed by the SCHD. This is an estimate based upon 1 Project Manager, 19 staff members, testing center supplies, call center and testing equipment. The contract timelines would be from August 1, 2020 – March 30, 2021 and will be paid upon execution of the contract and upon transmission of the final report. Salaries are based on an 8 month project. Erica Austin, Jennifer Reif and Shelly West are figured on 9 months of service as they will closeout services, provide final report and evaluation to SCDH.

Equipment includes refrigerator and freezer to maintain specimens and ice packs, training and communication software for testing site, phones and data packages for call center, and tablets for IDPH required data submission as of September 1, 2020.

Commodities and testing site supplies include: coolers, clip boards, pens, storage boxes, two wheel carts, gloves, masks, PPE, water specimen bags, trash cans & bags, tables, walkie-talkies for staff, printing costs for registration forms and marketing materials. IDPH provides the test kits and covers the cost of processing the tests, so there is not charge related to those items. Abundant Faith provides testing center, which is also charged to SCHD.

EXHIBIT B

COVID-19 TESTING AND CALL CENTER

**SANGAMON COUNTY
DEPARTMENT OF PUBLIC HEALTH**

**Professionals
Effective August 1, 2020**

1. Erica Austin
2. Jennifer Reif – through March 12, 2021
3. Susan Soliz
4. Karen Fraase
5. Lori Williams
6. Diamond Dodson – beginning August 10, 2020
7. Karen Miller
8. Ashley Schoby – through December 4, 2020
9. Sonia Turk
10. Miciah Powell
11. Allena Lott Lofton
12. Cydne Nichols – October 5, 2020 – February 2, 2021
13. Shelly West – beginning October 8, 2020
14. Nicoole Anderson
15. Jayla White – beginning October 5, 2020
16. Diane Baugh
17. Carrie Smith – September 24, 2020 – January 25, 2021
18. Eric Stuckey – beginning January 4, 2021
19. Adam Western – beginning February 8, 2021
20. Robert Codemo – beginning February 11, 2021

16-15

EXHIBIT C

Southern Illinois University School of Medicine

PI: _____

App Title: Covid Testing Center & Call Center Contract

Agency: SCHD

PROJECT DATES:		Year 1		Total Project Costs
Name	% Effort	Academic Base Salary	Salary Requested Fringes @ 5%	
Personnel - List all SIU SOM employees w th effort on this project Future year salary inc reases modified by inflation factor (3%)				
Erica Austn	75%		\$37,500 \$1,875	\$39,375
Jennifer Reif	75%		\$42,375 \$2,119	\$44,494
Susan Soiz	38%		\$11,400 \$570	\$11,970
Karen Fraase	10%		\$7,200 \$360	\$7,560
Lori Williams	15%		\$22,800 \$1,140	\$23,940
Diamond Dodson	66%		\$17,160 \$858	\$18,018
Karen Miller	66%		\$17,160 \$858	\$18,018
Ashley Schoby	40%		\$12,000 \$600	\$12,600
Sonia Turk	66%		\$17,160 \$858	\$18,018
Miciah Powell	66%		\$17,160 \$858	\$18,018
Allena Lott Lofton	66%		\$17,160 \$858	\$18,018
Cydne Nichols	66%		\$15,840 \$792	\$16,632
Shelly West	75%		\$18,000 \$900	\$18,900
Niccole Anderson	66%		\$19,800 \$990	\$20,790
Jayla White	50%		\$12,000 \$600	\$12,600
Diane Baugh	66%		\$17,160 \$858	\$18,018
Testing Center Extra Help TBD	58%		\$17,400 \$870	\$18,270
Testing Center Extra Help TBD	58%		\$15,080 \$754	\$15,834
Marketing staff member	10%		\$6,800 \$340	\$7,140
Subtotal Personnel			\$341,155 \$17,058	
Total Salary + Fringes			\$358,213	\$358,213
Supplies/Commodities				
Commodities (testing site supplies, postage, printing, \$500 per month)			\$5,500	\$5,500
Cellphones (8 at \$1,100 w data package)			\$8,800	\$8,800
Printer paper & toner supplies for call center			\$670	\$670
Subtotal Supplies				\$14,970
Equipment				
Printer for testing site/ Fax machine for test results/scanner for call center			\$900	\$900
electronic notepads (4 @ \$500)			\$2,000	\$2,000
refrigerator for testing samples/freezer for ice packs for samples			\$915	\$915
Subtotal Equipment				\$3,815
Travel - list personnel, purpose, destination, and categorical cost calculation				
Travel to testing site (10 staff x 7 trips/week x \$4.52 round trip x 20 weeks)			\$14,784	\$14,784
Subtotal Travel				\$14,784
Contractual - for example: core facility costs, publication				
data collection, analysis, reporting			\$18,000	\$18,000
Space Rental Abundant Faith Church			\$12,800	\$12,800
Subtotal Contractual				\$30,800
Other Costs				
Subtotal Other Costs				\$0
Total Direct Costs				\$422,582
Modified Total Direct Costs (MTDC)*				\$418,767
Indirects 15.00%				\$62,815
Total Budget Request				\$485,397

176-16

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because 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; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because 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.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portions of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Re: Public Contracts; last reviewed December, 1991)