

RESOLUTION 17-1

**WHEREAS**, the Sangamon County Department of Public Health (SCDPH) is executing a dynamic vaccination plan to vaccinate persons against COVID-19 as expeditiously as possible; and,

**WHEREAS**, in addition to providing vaccinations, education is also necessary for persons awaiting vaccination.

**WHEREAS**, a campaign to inform and educate the population about getting the vaccine has been under development. This effort will be largely aimed at persons and populations with language barriers or those skeptical of receiving the COVID-19 vaccine; and,

**WHEREAS**, rigorous communications targeting the medically underserved community are critical for a successful mass vaccination plan; and,

**WHEREAS**, the Sangamon County Department of Public Health has partnered with Southern Illinois University - School of Medicine (SIU-SOM), and SIU-SOM has, in turn, partnered with the broader medical community and other community leaders representing the medically underserved to develop a comprehensive and inclusive plan to communicate and educate this constituency; and,

**WHEREAS**, a vaccine communications workgroup has begun to identify tasks and strategies such as listening sessions, vaccine FAQs, key message cards, town halls, radio advertisements, and social media videos and graphics; and,

**WHEREAS**, current stakeholders include the NAACP, Springfield Urban League, BLM Springfield, Frontiers International, Faith Coalition for the Common Good, and many other local organizations; and,

**WHEREAS**, primary goals will be to ensure public confidence in the approval and authorization processes, the safety of the vaccines, and the efficacy of COVID-19 vaccines in preventing illness, hospitalization and death; and,

**WHEREAS**, messages may include: understanding the regulatory approvals, a timeline of vaccine availability, eligible populations, and why the vaccine is essential; and,

**WHEREAS**, encouraging this part of Sangamon County residents to get vaccinated will help protect these residents and the whole community from COVID-19;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Board of Sangamon County, Illinois, in session this 9th day of March 2021, do hereby approve this advertising and outreach campaign to be conducted through local radio groups, television stations, and social media platforms through an agreement with SIU-SOM not to exceed \$62,700.

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman, Sangamon County Board

Approved by the Finance Committee on March 9, 2021

\_\_\_\_\_  
Chairman, Finance Committee

**FILED**

MAR 04 2021

*Don J. May*  
Sangamon County Clerk

**UNIVERSITY CONTRACT R-10663**

**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 and entered into, by and between COUNTY OF SANGAMON, ILLINOIS for and on behalf of its Department of Public Health (hereinafter collectively referred to as the “Department”) 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 (“County”) with regard to impact and management of infectious/communicable diseases; and

WHEREAS, the Department desires professional services to develop a COVID-19 vaccine promotions campaign (“Services” or “Project”); 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 designate Rikeesha Phelon, Director from the Office of Marketing and Communications (“OMC”) and other qualified staff (“Professionals”) from OMC on a part-time basis, to perform the duties set forth below.

II. DUTIES AND COVENANTS OF UNIVERSITY.

2.1 Scheduling of Professionals’ Services. The University will require that the Professionals devote such time and attention as are necessary to faithfully and diligently complete the Project in a professional, competent and satisfactory manner. The Parties cannot precisely predict the number of hours that the Professionals will be required to devote to the provision of Services which are contemplated by this Agreement; however, based on the Department’s needs and the nature of the Services to be provided by the Professionals, the Parties agree that the Professionals should reasonably devote FOUR (4) months to complete the Project.

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 for Services provided, in accordance with the proposed budget detailed in Exhibit B; the invoice shall describe, in summary fashion, services provided by University to County.
- 4.2 Remittance. Remittance for payment should include University contract number R10663 and should 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 SIXTY-TWO THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND FORTY CENTS (\$62,693.40) for the Term of this Agreement.

V. INSURANCE.

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.

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 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 February 10, 2021, or the date of last signature, whichever is last to occur (“Effective Date”) and shall terminate FOUR (4) months therefrom, 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:

Rikeesha Phelon  
Director, Office of Marketing  
and Communications  
SIU School of Medicine  
801 N. Rutledge, MC 9621  
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 C 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.



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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

\_\_\_\_\_  
Harald Lausen, D.O.  
Associate Dean of Clinical Affairs  
and Population Health  
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: \_\_\_\_\_

SangamonCoDPH\*21-OMC-COVIDcampaign\_#10663

**EXHIBIT A**

**COVID-19 VACCINE CAMPAIGN**

**SANGAMON COUNTY  
DEPARTMENT OF PUBLIC HEALTH**

**Goals/Services:**

Pursuant to this Agreement, the University shall provide lead consultative services to designated county representatives and collaborators on the process and products by steering The Vaccine Communications Workgroup to develop and implement a promotional campaign to encourage persons to get vaccinated to prevent COVID-19. This work is further described below.

**Vaccine Communications Strategy for Minoritized Communities in Sangamon County**

The purpose of this plan is to outline a phased approach for COVID-19 vaccine promotions to minoritized communities, specifically communities of color, in Sangamon County. The goal is to build stakeholder engagement and communications content that raises awareness and increases public understanding of the COVID-19 vaccination program for communities of color.

This plan addresses the public education needs identified in advance of the opening of vaccination clinics when large supplies of the vaccine are available. Since this outreach and promotional plan relies on stakeholder engagement from within minoritized communities where individuals may not have early access to the COVID-19 vaccine, impact may be limited. This plan can be optimized as more influencers and cultural health ambassadors have access to vaccination clinics.

A Vaccine Communications Workgroup should be established to communicate with other public health leaders and community based organizations with an interest in promoting the safety and efficacy of COVID-19 vaccinations for communities of color. This workgroup should gather information from a series of stakeholder listening sessions or focus groups that include persons in racial and ethnic groups at higher risk of developing COVID-19. Additionally, sessions should create intentional space to acknowledge the historic legacy of mistrust due to past abuses. Listening sessions should include an assessment of stakeholder responses and concerns on the following topics before communications strategies and deliverables are established:

- Baseline understanding of how vaccines work
- Assessment of credible health communicators
- Assessment of accessible communications channels
- Assessment of trusted clinical locations and providers
- Vaccine acceptance and hesitancy
- Vaccine efficacy and safety

**Scope**

The Vaccine Communications Workgroup should include the following scope of work:

- Initiate an inclusive research process to measure public understanding and support through listening sessions, focus groups or surveys.
- Develop culturally appropriate communications strategies to promote health literacy of vaccines and enhance COVID-19 vaccine understanding and acceptance among communities of color.
- Identify multiple channels to reach diverse audiences with various communications products addressing concerns outlined above.
- Coordinate with area public health and community-based organization communicators to deliver a unified message and “single source of truth” on verified content and shareable communications products.
- Develop realistic expectations and measurements for message effectiveness over time.

**Stakeholders (not limited to the following)**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• NAACP</li> <li>• Springfield Urban League</li> <li>• BLM Springfield</li> <li>• Frontiers International</li> <li>• Divine Nine</li> <li>• Springfield Ministerial Alliance</li> <li>• Faith Coalition for the Common Good</li> <li>• Independent deacons and nurses</li> <li>• Area barbers and stylists</li> <li>• City and housing leaders</li> </ul> | <ul style="list-style-type: none"> <li>• Black and Latinx restaurant owners</li> <li>• Springfield Immigrant Advocacy Network</li> <li>• AARP and senior groups, facilities</li> <li>• The Black Chamber of Commerce</li> <li>• Certified nurse’s assistants</li> <li>• Home healthcare providers</li> <li>• One In A Million Inc.</li> <li>• The Outlet Mentoring Program</li> <li>• Memorial Health System</li> <li>• HSHS St. Johns</li> </ul> |
|--|---|

**Strategies (not limited to the following)**

The Vaccine Communications Workgroup is ultimately responsible for communications strategies and deliverables that provide greater awareness and acceptance of the COVID-19 vaccine program. Communications strategies and products include:

- Cultural health ambassadors program to equip community influencers.
  - Identify possible advocates/ambassadors
  - Ambassador training forums online
  - Ambassador talking points and social kits
  - Documenting ambassador journeys on social
- Campaign toolkit (companion toolkits tailored for faith and clinical environments).

- Listening session guides
  - Vaccine FAQs
  - Culturally appropriate Q and A scripts
  - Cultural health myth busters
  - Key message cards
  - Fliers for targeted groups
  - Town hall slide deck
- Virtual town halls and forum calendar that is accessible to the public.
    - Divine Nine Town Hall
    - NAACP Town Hall
    - Kenniebrew Forum
    - BLM Springfield Town Hall
- Shareable social media content for all health and community organizations.
    - Q and A posts
    - “I’m in” or “I’m good” selfie campaign
    - Vaccines work infographics
    - Diverse voices ask the doc interviews
    - Black History Month Challenge
- Paid media campaign
    - Outdoor ads
    - Television ads
    - Radio ads
    - Print ads
    - Digital ads

### **Direction and Controls**

SIU Medicine can partner to provide lead consultative services to designated county representatives and collaborators on the process and products of this plan by steering The Vaccine Communications Workgroup. The workgroup is responsible for direction, control and coordination of the plan. The Vaccine Communications Workgroup should include participation and direction from Sangamon County Health Department and Board of Health leaders including Jeff Wilhite, Judy Stevens Thome and Doris Turner. The principal contact for SIU Medicine will be Rikeesha Phelon.

### **Timeline**

This plan addresses the public education needs identified in advance of the opening of vaccination clinics. While this plan can be optimized as more influencers and cultural health ambassadors have access to vaccination clinics, much of the public education and research tasks can begin in February with the commencement of Black History Month. All tactics, including the execution of a paid media campaign can be deployed over 4-6 months. At the end of this period, the campaign should be evaluated to determine the need for an extension.

**Budget**

The budget for this plan includes costing for personnel time for strategy, content development and creative direction, paid media, contractual services and indirect costs. Please note that the value of certain earned and owned communications tactics including hosting focus groups, the development of earned media strategies and social media are part of personnel costs. The paid portion of the media plan can be flexed within the total allocated to paid media based on efficacy or availability of funds provided by Sangamon County Health Department.

ACKNOWLEDGED AND ACCEPTED:

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Rikeesha Phelon, Director  
Office of Marketing and Communications

**EXHIBIT B**

Budget

<b>SIU SOM DIRECT COSTS</b>	
<b>Personnel</b>	\$18,916
<b>Paid media</b>	
Online ads	\$5,000
Radio ads	\$6,000
TV ads	\$6,000
Outdoor ads	\$5,400
Newsprint ads	\$7,600
<b>Contractual services</b>	
Design services for content	\$3,600
Printing services for content	\$2,000
<b>SIU SOM INDIRECT COSTS</b>	
<b>Support services</b>	\$ 8,177.40
<b>TOTAL</b>	<b>\$62,693.40</b>

**EXHIBIT C**

**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)