

# **STATE OF ILLINOIS INTERGOVERNMENTAL AGREEMENT**

Between the Illinois State Board of Education for its  
Special Education Services Division and  
Mid-Valley Special Education Cooperative

The Parties to this contract are the Illinois State Board of Education (collectively the State) and the Mid-Valley Special Education Cooperative (collectively, the “Parties”, and each, a “Party”) under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the intergovernmental cooperation provisions of the Illinois Constitution. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

This contract contains the following Sections:

- 1. BACKGROUND AND PURPOSE**
- 2. DESCRIPTION OF SUPPLIES AND SERVICES BY THE VENDOR**
- 3. PRICING**
- 4. TERM AND TERMINATION**
- 5. STANDARD BUSINESS TERMS AND CONDITIONS**
- 6. EXHIBIT A - STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS**
- 7. EXHIBIT B – LETTER OF ASSURANCE**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

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# STATE OF ILLINOIS INTERGOVERNMENTAL AGREEMENT

Between the Illinois State Board of Education for its  
Special Education Services Division and  
Mid-Valley Special Education Cooperative

## VENDOR

Vendor Name: Mid-Valley Special Education Cooperative	Address: 1304 Ronzheimer Ave. St. Charles, IL 60174
Signature:	Phone: 331-228-4873
Printed Name: Carla Cumblad	Fax: 331-228-4891
Title: Executive Director	Email: carla.cumblad@d303.org
Date:	

## STATE OF ILLINOIS

Illinois State Board of Education	Phone: 217-785-8777
Street Address: 100 North First Street	Fax: 217-557-5839
City, State ZIP: Springfield, IL 62777	
Official Signature:	Date:
Printed Name: Anthony M. Smith, Ph. D.	
Official's Title: State Superintendent of Education By Myong-Ae Kim, CGFM	
Legal Signature:	Date:
Legal Printed Name: Kimberly Stevens	
Legal's Title: Deputy General Counsel – Program Support	
Fiscal Signature:	Date:
Fiscal's Printed Name: <a href="#">Click here to enter text.</a>	
Fiscal's Title: <a href="#">Click here to enter text.</a>	

## **1. BACKGROUND AND PURPOSE**

### **1.1 BACKGROUND:**

- 1.1.1 As a result of the December 2012 American Civil Liberties Union class action suit filed against the Illinois Department of Juvenile Justice, ("IDJJ"), a Consent Decree was entered into between both respective parties. The Consent Decree provided that with respect to special education services that a Remedial Plan would be developed to ensure that adequate special education services are provided to all youth with special education needs, regardless of their status or security classification, including but not limited to: identification of youth with special education needs by IDJJ's own screening and by conferring with each youth's home school district; developing and implementing an appropriate IEP for each qualifying youth; and providing appropriate special education services.
- 1.1.2 Pursuant to Section 13-40 of the Illinois School Code, the IDJJ operates School District 428 ("District 428") as it is responsible for the education of youth within the Department of Juvenile Justice and inmates age 21 or under within the Department of Corrections who have not yet earned a high school diploma or a General Education Development (GED) certificate and the said district may establish primary, secondary, vocational, adult, special and advanced education schools as provided in this Code.
- 1.1.2 As a result, a Remedial Plan was agreed upon in April 2014, which in part, addressed what work needed to be done with respect to the provision of special education services. (See Remedial Plan, Part III: Education Services, (2), (3), (6), and (8)).
- 1.1.3 IDJJ requested the assistance of the State in supporting the special education student population being served within IDJJ. Specifically the request was made for the two most vulnerable Illinois Youth Centers ("IYC") located in St. Charles and Kewanee, Illinois. As such, the State completed onsite visits to both facilities. On January 13, 2016, a site visit was made to St. Charles IYC. The information from this visit was utilized to develop a more comprehensive list of services and actions necessary for the provision of special education services to juveniles assigned to IDJJ at this facility.
- 1.1.4 This Agreement is developed with respect to addressing the concerns and gaps in the provision of special education services in St. Charles IYC, alone.

### **1.2 PURPOSE:**

- 1.2.1 This Agreement is being developed in alignment with the Consent Decree and the Remedial Plan, as well as information compiled during an onsite visit that took place January 13, 2016, to determine the immediate scope of work. (See attached Consent

Decree and Remedial Plan.) Together, both the State and Mid-Valley Special Education Cooperative ("Vendor") are entering into this agreement for the purpose of providing special education technical assistance to IDJJ St. Charles, Illinois IYC.

## **2. DESCRIPTION OF SUPPLIES AND SERVICES BY THE VENDOR**

### **2.1 MILESTONES AND DELIVERABLES:**

2.1.1. **Technology Support** – The Illinois Department of Juvenile Justice has selected the IEP Special education tracking and reporting (I-Star) system as its electronic IEP platform. The State of Illinois will provide the initial training for District 428 staff regarding the State SIS, FACTS, and I-Star pupil personnel data and costs sheets and submission. The Vendor will be invited to participate in the I-Star training provided by the State of Illinois at no charge.

2.1.2 **Technology Support** –The Vendor will provide technical assistance for staff in the following ways:

2.1.2.1 Provide support to all District 428 staff at the St. Charles IYC on how to operate the districts SIS in an accurate and timely fashion;

2.1.2.2 Provide support to all District 428 staff at the St. Charles IYC on how to report into FACTS in an accurate and timely fashion;

2.1.2.3 Provide back-up support to all District 428 staff on how to report into I-Star pupil personnel component system in an accurate and timely fashion;

2.1.2.4 Provide support to all District 428 staff at the St. Charles IYC on how to create cost sheets and submit claim information in an accurate and timely fashion; and

2.1.1.5 Provide secretarial support and training to assist with record-keeping systems.

2.1.3 **IEP Completion** – The Vendor will provide staff to support District 428 St. Charles IYC staff (teachers, principals, and other special education-related personnel) to complete the following tasks for special education youth located at the St. Charles IYC:

2.1.3.1 Hire additional staff for the completion of assessments, evaluations, and provision of services on an as-needed basis;

2.1.3.2 Conduct compliance reviews for IEPs that are currently up-to-date;

2.1.3.3 Review lapsed IEPs and conduct annual evaluations or triennial evaluations;

2.1.3.4 Review IEPs with incomplete paperwork, identify and implement next steps for completion and compliance;

2.1.3.5 Conduct initial evaluations for students identified as in need of special education services, but without existing paperwork;

2.1.3.6 Make recommendations regarding the improvement of existing procedures and assist in streamlining of current procedures and reporting systems; and

2.1.3.7 Clarify roles and responsibilities of special education staff when serving in the role of case managers.

2.1.4 **Professional Development** – The Vendor will provide professional develop and/or training to all District 428 staff at the St. Charles IYC, specifically teachers, principals, and other special education-related personnel, in the following areas, as they pertain to the provision of special education services:

2.1.4.1 Provide a staff member to coordinate efforts and provide trainings;

2.1.4.2 Provide training for staff in how to create accurate IEPs (goal writing, transition plans, etc.) and how to effectively plan for IEP meetings;

2.1.4.3 Provide training around the maintenance of accurate filing and record-keeping systems;

2.1.4.4 Establish new staff orientation, with respect to tasks outlined in 2.1.4.2, and 2.1.4.3.

2.1.4.5 Provide training for in-house support personnel, (e.g. Special Education Resource Specialist) to provide on-going professional development and assure accuracy of procedures for IEP compliance, service delivery and reporting of IEPs; and

2.1.4.6 Purchase and create training materials, printing, and binders for use at initial training as noted in 2.1.4.2 - 2.1.4.5.

2.1.5 **Instructional Support** - The Vendor will conduct the following measures in efforts to strengthen the service delivery model at St. Charles IYC:

2.1.5.1 Assess the current service delivery and instructional model;

2.1.5.2 Create recommendations for improvement;

2.1.5.3 Provide training to all District 428 staff at the St. Charles IYC for effective instructional and service delivery models;

2.1.5.4 Assess service delivery and support systems and upon implementation of new service delivery, make recommendations for improvement;

2.1.5.5 Conduct an inventory of instructional materials and make recommendations for purchase; and

2.1.5.6 Provide professional development or support regarding newly purchased instructional materials.

## 2.2 **VENDOR / STAFF SPECIFICATIONS:**

2.2.1 Technical Assistant (.5 FTE);

2.2.2 Psychologist (.5 FTE);

- 2.2.3 Social Worker (.4 FTE);
- 2.2.4 Secretary for Support (50 days of work);
- 2.2.5 Mid-Valley Secretary (5 hours per week); and
- 2.2.6 Vendor shall also provide services from a certified school nurse, speech and language pathologist, occupational therapist and physical therapist to the extent required to complete the Vendor responsibilities outlined in Section 2.2 above.

## 2.3 SUBCONTRACTING

For purposes of this Agreement, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

2.3.1 Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: [Click here to enter text](#)

2.3.2 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

2.3.3 If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

2.3.4 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

2.3.5 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief

Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

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

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

- Location where services will be performed: United States
- Value of services performed at this location: 100%

### **3. PRICING**

- 3.1 PRICING:** For the due, proper and complete performance of the services performed in accordance with this Agreement, ISBE shall pay the Vendor as described herein.

- 3.2 EXPENSES ALLOWED:** Expenses are not allowed.

**3.3 VENDOR'S PRICING:**

3.3.1 Vendor's Price for the Initial Term: \$186,500 to be paid by ISBE to Vendor as follows: \$93,250 payable to the Vendor on the last business day of June 2016, for the purpose of the Vendor securing the appropriate personnel necessitated to complete the terms of this agreement, provided that the Vendor submits an invoice for this amount; \$63,250, payable to the Vendor on the last business day of October 2016, provided that the Vendor submits an invoice for this amount; and \$25,000 payable to the Vendor no later than the last business day of June 2017, provided the Vendor submits an invoice for this amount.

- 3.4 MAXIMUM AMOUNT:** The total payments made by ISBE under this contract shall not exceed \$186,500 without a formal amendment.

#### 4. TERM AND TERMINATION

**4.1 TERM OF THIS CONTRACT:** This contract has an initial term of upon execution to June 30, 2017. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract 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 State retains its rights to seek any available legal or equitable remedies and damages.

**4.3 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The State shall be entitled to recoupment of compensation provided in the payment schedule set forth in Section 3.3.1 that has not been expended upon the provision of services or supplies provided by the Vendor. However, the Vendor shall be entitled to the compensation provided by the State as set forth in Section 3.3.1, as designated for the securing of personnel necessitated by the terms of this agreement, and as evidenced by the submission of invoices.

**4.4 AVAILABILITY OF APPROPRIATION:** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to [contracting party/grantee] of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated. This Agreement may be terminated, in whole or in part, by the State of Illinois without advance notice pursuant to a funding failure under Section. The State of Illinois may suspend this Agreement, in whole or in part, pursuant to a funding failure under this Section.



## 5. STANDARD BUSINESS TERMS AND CONDITIONS

### 5.1 PAYMENT TERMS AND CONDITIONS:

- 5.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 5.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 5.1.3 Payment and Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 5.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 5.1.5 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 5.1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 5.1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois State Board of Education
Attn:	David Andel, Division Administrator Special Education Services
Address:	100 North 1 <sup>st</sup> Street

City, State Zip	Springfield, Illinois 62777-0001
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- 5.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 5.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 5.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 5.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 5.6 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.
- 5.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

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

**5.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract. In addition to the provisions contained therein, the vendor agrees to sign such documentation that may be reasonably requested by the State to insure that title is vested in the State.

**5.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

**5.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and

Property Damage) in amount of \$1,000,000 per occurrence; (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims; and (d) a Professional Liability Insurance Policy with a limit of liability not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to: systems analysis, system design, programming, data processing, consulting, system integration and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's Indemnification agreements in favor of ISBE, shall be written on a "claims made" basis and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all such Services. Unless otherwise agreed to in writing by ISBE, the Contractor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Contractor hereunder. Insurance shall not limit Vendor's obligation to indemnify, defend or settle any claims.

- 5.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 5.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 5.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 5.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 5.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- 5.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

- 5.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 5.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.20 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 State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 5.21 PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 5.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 5.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 5.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 5.24.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse

the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

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

5.24.4 Prior to the expiration of the term, the Vendor shall, at its earliest opportunity and at its sole cost and expense, correct any services which are defective or deficient or otherwise contain or reflect errors or omissions, said obligation which shall survive for one full calendar year following the term of this Contract.

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

**5.26 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.

**5.27. PERFORMANCE OF THE SERVICES.** The Vendor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the schedule of deliverables set forth in the Proposal. The Vendor, and any subcontractors retained by the Vendor to perform Services under this Contract, shall not discuss the Services it is providing hereunder or engage in any public relations activities, including but not limited to, engaging the news media with regard to the Services, unless specifically requested or allowed to do so by ISBE. The Vendor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this contract. The Vendor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this contract. Neither the Vendor nor its personnel or subcontractors shall be considered agents or employees of the Agency or the State.

**5.28. VENDOR DEFAULT:** The occurrence of any one or more of the following matters constitutes a default by the Vendor under this contract (a "Vendor Default"):

5.28.1 The Vendor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

5.28.1.1. The Vendor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or of the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Vendor or for all or any part of the Vendor's property;

- 5.28.1.2. Any case, proceeding or other action against the Vendor shall be commenced (a) seeking to have an order for relief entered against the Vendor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Vendor or for all or any part of the Vendor's property;
- 5.28.1.3. The breach of any representation, certification or warranty made by the Vendor herein or the Vendor's failure to comply with any provision of this contract; or
- 5.28.1.4. The Vendor's attempts to assign, convey or transfer this contract or any interest herein without the Agency's prior written consent.
- 5.28.1.5 Upon the occurrence of a Vendor Default, the Agency may, without prejudice to any other right or remedy it may have under this contract or at law and/or in equity, terminate the contract and/or the Vendor's right to perform Services under this contract. In either such case, the Agency may finish the Services by whatever method it may deem expedient. Any damages incurred by the Agency as a result of any such Vendor Default shall be borne by the Vendor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to the Agency by the Vendor upon demand.

**5.29. STUDENT RECORDS.** The Vendor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the Agency. To protect the confidentiality of student education records, the Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the Vendor's possession shall be returned when no longer needed for the purposes for which they were provided, or at the Agency's request, they shall be permanently destroyed, and the Vendor shall provide written confirmation upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the contract.

**5.30. REPORTING.** During the Term, the Vendor will provide monthly progress reports due to the Agency on the 1st of each month. The Vendor will also provide a listing of the Services completed as an accompaniment to all invoices sent to the Agency for payment together with such other supporting documentation as the Agency may reasonably request.

**5.31. GENERAL PROVISIONS.**

5.32.1 **Entirety.** This contract constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the contract is to include items and services necessary for the proper execution and completion of the Services by the Vendor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the contract, whether or not such items and services are specifically mentioned herein.

5.31.2. The Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this contract the same as though they were incorporated and included herein.

5.31.3. Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

5.31.4. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Signatures received by facsimile or signatures contained in a Portable Document Format (PDF) by any of the Parties shall have the same effect as original signatures.

5.31.5. **Cumulative Rights.** Except as otherwise provided in this contract, rights and remedies available to the Agency and/or the Vendor as set forth in this contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to the Agency and/or the Vendor in any provision of this contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

5.31.6. **Amendment.** This agreement may only be amended in writing signed by both Parties.

5.31.7. **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be not affected.

5.31.8. **Return of Property.** Upon termination or expiration of the Term or at ISBE's request, the Vendor shall immediately return all property to ISBE.

5.31.9. **Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved. Approximately 100% of funds for the initial contract period will be from federal sources.



## EXHIBIT A - STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

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

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

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

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)
4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa) (30 ILCS 587)

Illinois State Board of Education:

Mid-Valley Special Education Cooperative

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Anthony M. Smith, Ph.D.  
State Superintendent of Education  
By Myong-Ae Kim, CGFM  
Division Administrator

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Carla Cumblad  
Executive Director Mid-Valley Special Education Cooperative

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

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

## EXHIBIT B - LETTER OF ASSURANCE

May X, 2016

Illinois Department of Juvenile Justice  
Attn: Dr. Gloria Davis, Superintendent  
1112 South Wabash Avenue, 2nd Floor  
Chicago, IL 60605

Illinois State Board of Education  
Attn: David Andel, Division Administrator  
100 W. Randolph Street, Suite 14-300  
Chicago, IL 60601

Mid-Valley Special Education Cooperative  
Attn: Carla Cumblad, Executive Director  
1304 Ronzheimer Ave.  
St. Charles, IL 60174

Dear Ms. Davis:

The Illinois Department of Juvenile Justice (IDJJ), hereby assures the Illinois State Board of Education, (ISBE) and the Mid-Valley Special Education Cooperative, (Mid-Valley) that any special education youth currently placed at the Kewanee Illinois Youth Center, (Kewanee IYC), and set to transfer to the St. Charles Illinois Youth Center, (St. Charles IYC), or any other IYC facility, shall remain at Kewanee IYC pending the completion of their Individual Education Plan paperwork.

The provisions of this letter of assurance shall survive and continue after any termination of any agreement under which the provision of technical assistance is provided to special education youth in IDJJ facilities.

Sincerely,

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Dr. Gloria Davis

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Mr. David Andel

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Ms. Carla Cumblad