



Contract for Interpretation Services

JULY 1, 2023 – JUNE 30, 2024

CHERYL CROSBY

CONTRACT FOR INTERPRETATION SERVICES

THIS CONTRACT is made and entered into this 1ST day of July 2023, by and between the Champaign County Children's Advocacy Center and, Cheryl Crosby, Interpreter, collectively, the Parties.

The Parties hereby agree as follows:

1. **DURATION.**

The term of this Contract shall be for the period commencing July 1, 2023, and terminating on June 30, 2024, unless sooner terminated. This Contract is contingent upon receipt of funding from the Illinois Criminal Justice Information Authority (ICJIA) subcontracted by Children's Advocacy Center of Illinois, and grant approval by the Champaign County Board.

2. **DEFINITIONS.**

- a) **CAC**: Children's Advocacy Center of Champaign County.
- b) **CACI**: Children's Advocacy Center of Illinois.
- c) **Family Advocate**: The Family Advocate of the CAC, Hannah Mansfield, unless and until the Interpreter has received written notice of a change in this position from the CAC Governing Board or the Executive Director.
- d) **CAC Building**: 201 W. Kenyon Road, Champaign, Illinois, or such other building located within Champaign County, Illinois, as designated by the Executive Director of the CAC.
- e) **Contract Documents**: This writing and the following additional documents, attached hereto and incorporated herein by reference.
 - 1) The CAC Protocol.
 - 2) FY2024 Grant Contract Agreement between Children's Advocacy Centers of Illinois and Champaign County on behalf of the Children's Advocacy Center of Champaign County.
- f) **County**: Champaign County, Illinois, a body politic, organized as such under the laws of the State of Illinois.
- g) **Interpreter**: The individual interpreter named above who shall be primarily responsible for providing and coordinating interpretation services in Spanish throughout the life of the case.
- h) **Interpreter Services**: Activities or services for children and their family members through the investigation, intervention, and case management process.
- i) **Cultural Competency**: The capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.

- j) Executive Director: The Executive Director of the CAC, Kari S. Miller, unless and until the Interpreter has received written notice of a change in this position from the CAC Governing Board.
- k) ICJIA: The Illinois Criminal Justice Information Authority.
- l) Non-Offending Caregiver: A legal guardian, parent, caregiver, or other person who is actually and/or legally one of the principal sources of physical or financial support for the Victim, and who, assuming the Victim's allegations or other indicia of abuse are true, is not responsible for sexual or serious physical abuse. Use of this term does not in any way suggest or require that the Victim's allegations or other indicia of abuse be true or accurate.
- m) Non-Offending Family Member: Non-offending Caregiver, and/or any other member of a Victim's household or family who, assuming the Victim's allegations or other indicia of abuse are true, is not responsible for sexual or serious physical abuse. Use of this term does not in any way suggest or require that the Victim's allegations or other indicia of abuse be true or accurate.
- n) Victim: A minor who has made an allegation that he or she is the Victim of sexual or serious physical abuse, or a minor for whom there is some other indicia of sexual or serious physical abuse (including, but not limited to, allegations of abuse made by others, observations of abusive conduct toward the minor, or observation of injuries suggestive of abuse). Use of this term does not in any way suggest or require that the allegations or other indicia of abuse be true or accurate.
- o) Direct Service Goals
 - a. Provide interpreter services throughout the investigation.
 - b. Provide interpreter services throughout the intervention.
 - c. Provide interpreter services throughout the case management process.

3. TERMINATION.

- a. This Contract may be terminated and cancelled by the Executive Director by giving written notice to the Interpreter thirty (30) days in advance of such termination or cancellation.
- b. This Contract shall be immediately terminated without notice if:
 - 1) The Interpreter shall, either voluntarily or involuntarily, become bankrupt, or insolvent, or be dissolved.
 - 2) There is a material breach in the performance of the Contract.
 - 3) State funding for payment of Direct Services, as defined herein, is not approved or is terminated by the CACI, or is rejected by the Champaign County Board or is subject to terms and conditions not acceptable to the Champaign County Board.
 - 4) The CAC is dissolved.
 - 5) The Interpreter is barred from contracting with a state or local government entity as a result of a violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.
 - 6) The Interpreter's violation of any state or federal law, statute, regulation, or Executive Order, related to the performance of this Contract, including, but not limited to those

specifically listed in 5, below. Such termination shall be in addition to, and not to the exclusion of, any other remedy available to the CAC in equity or law.

- c. This Contract shall be terminated if the Interpreter gives written notice to the Executive Director that a change to the CAC Protocol substantially increases the costs of performance or gives rise to conflicting legal obligations to the Interpreter, and the Executive Director fails to initiate renegotiation of this Contract within sixty (60) days. Said notice shall include a citation or quotation of the specific change at issue and documentation to support any claim of increased costs.
- d. Within thirty (30) days after the Interpreter's receipt of written notice of termination from the Executive Director, the Interpreter shall forward to the Executive Director any and all documents in her control related to the provision of services under this Contract.
- e. Except as specifically stated in writing by the Executive Director, termination pursuant to this Section shall relieve the Interpreter of her obligation to accept additional clients, Victims, or Non-Offending Family Members, but shall not relieve the Interpreter of her obligation to provide documentation and retain records, as set forth in this Contract.

4. RULES OF CONSTRUCTION.

- 8. The Contract Documents constitute the complete Contract. No prior representations relating to this Contract, whether written or oral, are incorporated into this Contract, and no such representations shall have any legal effect.
- 9. As a subcontractor under the FY2023 Grant Contract Agreement between the Children's Advocacy Center of Illinois and Champaign County (Implementing Agency) on behalf of the Champaign County Children's Advocacy Center, the terms and conditions of the FY2023 Grant Contract Agreement shall apply to and bind the Interpreter as fully and completely as the Implementing Agency is bound and obligated.
- 10. With the exception of changes to the CAC Protocol, all amendments or modifications to this Contract shall be in writing and signed by Interpreter, or a duly appointed representative, and the Executive Director. The Interpreter shall not change, modify, alter, amend, or delete any part of the services she has agreed to provide or change, alter, or extend the time constraints for the provision of services unless she shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Executive Director and the CACI.
- 11. To the extent the CAC Protocol, as it currently exists, or is hereafter amended, is inconsistent with this writing, the CAC Protocol shall prevail.

5. COMPLIANCE WITH VARIOUS LEGAL STANDARDS.

- a. The interpreter agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the ICJIA including those set forth in the FY2023 Grant Contract Agreement between the Children's Advocacy Center of Illinois and Champaign County on behalf of the Children's Advocacy Center of Champaign County.
- b. Certification.
 - 1) No Convictions Which Would Bar Public Contracting.

The Interpreter certifies that she has not been barred from contracting with a unit of state or local government as a result of a violation of 720 ILCS 5/33E-3, or 720 ILCS 5/33E-4, or its earlier or subsequent enactments.

2) Drug-Free Workplace and Debarment.

If required by the CACI or the Executive Director, the Interpreter shall complete and submit the federal Certification Regarding a Drug-Free Workplace and shall certify that she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

3) Lobbying.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this Contract may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

6. SCOPE OF SERVICES.

a. For the term of this Contract, the Interpreter agrees to provide Direct Services to Child Victims and their Non-offending Family Members for the duration of the case for those persons.

b. Direct Services Availability:

- i. Direct Services shall be made available to the Victim and/or his or her Non-Offending Family Members throughout the life of the case.
- ii. Face-to-face meetings shall be at the CAC to protect confidentiality.

c. Interpreter Duties:

- i. The Interpreter must respond promptly to any request from the CAC to provide services to the Victim or Non-offending Family Members for Direct Services.
- ii. The Interpreter shall attend and participate in meetings of the Multidisciplinary Team, as well as other meetings, staffings, and case reviews, but cannot release fact finding information other than that mandated by law.
- iii. The Interpreter will work with the Family and the Multidisciplinary Team as needed to provide Direct Services and to coordinate the effective delivery of community-based services.
- iv. Direct Services are to be provided by the Interpreter in a manner which allows for minimal disruption of forensic interviews and the criminal investigative process.
- v. At no point will the Interpreter be directed to provide forensic interviews or asked to actively collect evidence as part of the criminal investigative process.

7. PERSONNEL.

a. CONFIDENTIALITY AND CULTURAL COMPETENCY

- i. Confidentiality: The Interpreter shall comply with the following confidentiality requirements:
 - 1. The professional standards of her profession.
 - 2. The confidentiality requirements of applicable state and federal laws.
 - 3. The confidentiality provisions of the CAC Protocol; and

4. Except as required by law, the Interpreter shall not release any information which must remain confidential to preserve or assert any legal claim of privilege or Freedom of Information Act exemption by the CAC, the Interpreter, the Illinois Department of Children and Family Services, or any law enforcement agency.
5. The Interpreter agrees not to use or reveal any research or statistical information furnished under this Contract by any person and identifiable to any specific private person for any purpose other than the purpose for which the information was obtained in accordance with applicable federal legislation, regulations and guidelines. To the maximum extent allowed by law, such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

- ii. Cultural Competency: The Interpreter shall demonstrate cultural competency, as defined herein, at all times.

b. QUALIFICATIONS.

- i. There shall be no addition to, or substitution of the personnel designated to provide Direct Services under this Contract without the prior consent of the Executive Director.
- ii. Any person providing Direct Services under this Contract, either by initial designation or by later substitution or addition to the project, must meet the following criteria:
 1. Have a bachelor's degree.
 2. Have the ability to communicate orally and in writing.
 3. Have at least 5 years' experience working with children and families in crisis.
 4. Have prior experience collaborating with local service providers.
 5. Pass a thorough background/screening check, including criminal history check, approved by the Executive Director.

8. COMPENSATION.

- a. Direct Services shall be billed to the CAC at the rate of \$30.00 per hour and shall be paid by funding from the CACI.
- b. The Children's Advocacy Center will pay the Interpreter for one no-show appointment per referred client/family. A no-show is defined as cancellation with less than 24 hours' advance notice. Requests for payment for no-show appointments are to be detailed on the Interpreter Invoice described in sub-section d. below. Payment for no-show appointments shall be paid by funding from the CACI.
- c. By the tenth (10th) of each month, the Interpreter shall submit to the Executive Director an Interpreter Services Invoice detailing Direct Services and other charges, including attendance at Multidisciplinary Team Case Review Meetings and other staffings, for the previous month. At a minimum, the Interpreter Services Invoice shall specify the names of clients receiving services, the dates and times those services were provided, the total hours of Direct Services provided during the reporting month, and the dates, times, and number of hours of MDT Case Review Meetings and other staffings attended by the Interpreter. The CAC shall remit payment to the Interpreter within 30 days of receipt of the Invoice.

9. RECORD RETENTION AND AUDITS.

- a. The Interpreter agrees to retain financial and program records for at least three years after the expiration date of this Contract, or three years after closure of the Interpreter's most recent audit report, whichever is later.
- b. The Interpreter shall maintain, for this three-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract.
- c. For the period for which records must be retained, the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by:
 - i. the Auditor General of the State of Illinois.
 - ii. federal awarding agency personnel.
 - iii. the CACI, or any person duly authorized by the CACI.
 - iv. the ICJIA, or any person duly authorized by the ICJIA; and
 - v. the Executive Director, or his designee.
- d. The Interpreter agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the ICJIA, CACI, or any person duly authorized by the ICJIA and/or CACI, and to provide full access to all relevant materials.
- e. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State of Illinois for the recovery from the Interpreter of any funds paid by the State to the Interpreter under this Contract, whether paid directly or indirectly through the CAC, for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- f. Records shall be maintained beyond the three-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it (including the expiration of any period for filing an appeal from the resolution or completion of the action), or until the end of the regular three-year period, whichever is later.
- g. The Interpreter shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9).
- h. The Interpreter agrees to develop and maintain a record-keeping system to document all Contract related activities and expenditures. These records will act as original source material for compilation of data and records required by the ICJIA, CACI and all other program activity.
- i. The CAC, CACI and the ICJIA shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Interpreter, and to relevant books, documents, papers and records of subcontractors.

10. LIABILITY AND LITIGATION.

- a. Insurance: The Interpreter shall be solely responsible for obtaining professional liability insurance and commercial property insurance, if applicable, listing the CAC and the County as additional insured. The Interpreter shall provide written proof of this insurance prior to

the beginning of this contract and thereafter upon reasonable request by the Executive Director.

- b. Hold Harmless: The Interpreter shall indemnify the ICJIA, CACI and the CAC, its employees, the CAC Governing Board, and the County harmless from all claims, suits, judgments, and damages arising from the conduct of the Interpreter (whether the conduct giving rise to such liability is reckless, negligent, intentional, or otherwise):
 - i. in the provision of services at the CAC Building.
 - ii. pursuant to this Contract; or
 - iii. under the actual or apparent authority of this Contract.
- c. Pending Litigation: The Interpreter shall promptly forward to the CAC, CACI and the ICJIA a copy of any legal process, claims, or complaints which arise from her performance of this Contract, or which may impair her ability to perform this Contract.

11. PROHIBITION AGAINST ASSIGNMENT.

- a. The Interpreter may not use subcontractors and/or consultants without prior written consent of the Executive Director and the ICJIA.
- b. The Interpreter may not assign or transfer her interest under this Contract, or her obligation to perform this Contract, without the prior written consent by the Executive Director and, if future services to be assigned are to be paid from funds provided by the ICJIA, CACI, or its designee.

12. NON-DISCRIMINATION.

- a. The Interpreter certifies that no person shall, on the basis of age, race, color, religion, national origin, ancestry, gender, marital status, sexual orientation, physical or mental challenges, socio-economic status or any other cultural descriptors, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with, any program or activity conducted pursuant to this Contract, or under the actual or apparent authority of this Contract. The Interpreter agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).
- b. In the event that a federal or State court or administrative agency makes a finding within the past 5 years, after a due process hearing, of discrimination by the Interpreter on the basis of race, color, age, religion, national origin, disability, or sex, the Interpreter will forward a copy of the finding to the CAC, CACI and to the ICJIA along with a Civil Rights Certification.
- c. If required by the CACI, ICJIA or the Executive Director, the Interpreter shall complete and submit an EEO Plan Certification to the CAC. This Certification will indicate if the Interpreter is required to have an EEO Plan or if the Interpreter is exempt from this requirement.

13. INDEPENDENT CONTRACTOR.

The Interpreter shall not be considered an employee, a principal, or an agent of the CACI, ICJIA, the CAC, the CAC Governing Board, or the County. In the provision of services to the CAC, the Interpreter shall act and shall be deemed at all times to be an independent contractor.

14. WAIVER OF DEFAULT.

Failure of the CAC strictly to enforce the terms of this Contract on one or more occasions shall not be deemed a waiver of its right strictly to enforce the terms of this Contract on other occasions.

15. NOTICES.

All notices, demands, consents and requests which are or may be required to be given by either party to the other shall be in writing and delivered by U. S. mail, return receipt requested, with postage pre-paid and, unless otherwise notified, addressed as follows:

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| a. <u>To CAC:</u>
Kari S. Miller
Executive Director
Champaign County Children's Advocacy Center
201 W. Kenyon Road, Suite 1
Champaign, Illinois 61820 | b. <u>To Interpreter:</u>
Cheryl Crosby
4103 Manor Ct.
Champaign, IL 61822 |
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16. VENUE.

This Contract is entered into by the parties in Champaign County, Illinois and shall be interpreted in accordance with the laws of the State of Illinois and the venue for any action concerning the terms of this Contract shall be in Champaign County, Illinois.

17. SEVERABILITY.

If any term or provision of this Contract is held invalid, unenforceable, voidable, or void, that term or provision shall not affect the other terms or provisions of this Contract which can be given effect without the invalid term or provision.

IN WITNESS WHEREOF, the parties hereto have caused this document to be entered and executed on the date first above written.

CHILDREN'S ADVOCACY CENTER
Of Champaign County

Interpreter

Kari S. Miller
Executive Director

Cheryl Crosby
(Print name)

By: Kari S. Miller
(Signature)

By: [Signature]
(Signature)