

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

DOUGLASS BROWN  
CLERK

2016 MAY -4 AM 9:58

FILED

ILLINOIS COLLABORATION ON YOUTH, )  
ADDUS HEALTHCARE INC., AIDS FOUNDATION )  
OF CHICAGO, ALTERNATIVES, INC., AUNT )  
MARTHA'S YOUTH SERVICES CENTER, )  
CARITAS FAMILY SOLUTIONS, CARROLL )  
COUNTY HEALTH DEPARTMENT, STEPHENSON )  
COUNTY HEALTH DEPARTMENT, CENTER ON )  
HALSTED, CENTER FOR HOUSING AND HEALTH, )  
CENTERSTONE, CHADDOCK, CHICAGO HOUSE )  
AND SOCIAL SERVICE AGENCY, CHILDREN'S )  
HOME + AID, CHILDREN'S HOME ASSOCIATION )  
OF ILLINOIS, COMMUNITY YOUTH NETWORK, )  
INC., CUNNINGHAM CHILDREN'S HOME OF )  
URBANA, IL, FAMILY COUNSELING CENTER, )  
INC., FEATHERFIST, FOX VALLEY OLDER )  
ADULT SERVICES, HAVEN YOUTH AND FAMILY )  
SERVICES, ILLINOIS COALITION AGAINST )  
SEXUAL ASSAULT, ILLINOIS PUBLIC HEALTH )  
ASSOCIATION, INDIAN OAKS ACADEMY, )  
INSPIRATION CORPORATION, INTERFAITH )  
HOUSING DEVELOPMENT CORPORATION, )  
JEWISH CHILD AND FAMILY SERVICES, JEWISH )  
VOCATIONAL SERVICE AND EMPLOYMENT )  
CENTER KEMMERER VILLAGE, KNOX COUNTY )  
HEALTH DEPARTMENT, LA CASA NORTE, )  
LUTHERAN CHILD AND FAMILY SERVICES, )  
METROPOLITAN FAMILY SERVICES, MIDWEST )  
YOUTH SERVICES, NEW AGE ELDER CARE, )  
NEW MOMS, NICASA, OMNI YOUTH )  
SERVICES, ONE HOPE UNITED, PEDIATRIC AIDS )  
CHICAGO PREVENTION INITIATIVE, PROJECT OZ, )  
PUERTO RICAN CULTURAL CENTER, )  
RENAISSANCE SOCIAL SERVICES, REVIVE )  
CENTER FOR HOUSING AND HEALING, RIVER )  
TO RIVER SENIOR SERVICES, ROCK ISLAND )  
COUNTY HEALTH DEPARTMENT, SAN JOSE )  
OBRERO MISSION, SENIOR HELPERS, SENIOR )  
SERVICES PLUS INC., SINNISSIPPI CENTERS, )  
STEPHENSON COUNTY HEALTH DEPARTMENT )  
TEEN LIVING PROGRAMS, THE BABY FOLD, )  
THE BRIDGE YOUTH AND FAMILY SERVICES, )  
THE CENTER FOR YOUTH AND FAMILY )  
SOLUTIONS, THE HARBOUR, THE NIGHT )  
MINISTRY, UNITY PARENTING AND )

2016CH06172  
CALENDAR/ROOM 02  
TIME 00:00  
General Chancery

Case No.

COUNSELING, UNIVERSAL FAMILY )  
CONNECTION, WESTERN ILLINOIS MANAGED )  
HOME SERVICES, WHITESIDE COUNTY )  
HEALTH DEPARTMENT, YOUTH ADVOCATE )  
PROGRAM. YOUTH CROSSROADS, YOUTH )  
OUTREACH SERVICES, YOUTH SERVICE )  
BUREAU OF ILLINOIS VALLEY, )

Plaintiffs, )

v. )

JAMES DIMAS, SECRETARY OF )  
THE ILLINOIS DEPARTMENT OF HUMAN )  
SERVICES, in his official capacity, JEAN )  
BOHNHOFF, ACTING DIRECTOR OF THE ILLINOIS )  
DEPARTMENT ON AGING, in her official )  
capacity, NIRAV SHAH, DIRECTOR OF THE )  
ILLINOIS DEPARTMENT OF PUBLIC HEALTH, )  
in his official capacity, and FELICIA NORWOOD, )  
DIRECTOR OF THE ILLINOIS DEPARTMENT OF )  
HEALTHCARE AND FAMILY SERVICES, in her )  
official capacity, JOHN R. BALDWIN, DIRECTOR )  
OF THE ILLINOIS DEPARTMENT OF )  
CORRECTIONS, in his official capacity, )  
MICHAEL HOFFMAN, ACTING DIRECTOR OF THE )  
ILLINOIS DEPARTMENT OF CENTRAL )  
MANAGEMENT SERVICES, in his official )  
capacity, and BRUCE RAUNER, GOVERNOR OF )  
ILLINOIS, in his official capacity, )

Defendants. )

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

**Introduction**

1. Plaintiff Illinois Collaboration on Youth (ICOY) and the other plaintiff provider organizations seek declaratory and injunctive relief against the defendant officers and agency heads in entering and enforcing contracts without performing their own duties under those contracts to pay for the services rendered under them in the current fiscal year—and for impairing the normal legal remedies of plaintiffs to enforce those contracts. Furthermore, the

Governor's veto of the appropriations for the very contracts that he and the other defendants then entered with plaintiffs has the effect of impairing the obligation of contracts, in violation of Article II, section 16 of the Illinois Constitution. Specifically, the veto removes the very appropriation from which the Court of Claims might grant a legal remedy for the non-payment of these contracts. The defendant Governor cannot veto the appropriations for these contracts and then enter and enforce them, and then act to deny or impair a legal remedy for failure to pay on the ground that there are no appropriations.

2. As set out in Count I, plaintiffs are entitled to a preliminary injunction because defendants have no legal or constitutional authority to refuse to pay for services rendered under the contracts. They unlawfully intend to continue these contracts through the fiscal year without any payment at all. There is no constitutional or legal bar to payment, and Article VII, section 2(b) of the Illinois Constitution, providing that the General Assembly make appropriations for state expenditures, does not justify this prospective course of conduct. Plaintiffs seek injunctive relief to preclude defendants' prospective course of conduct for the rest of the fiscal year and require that overdue bills be processed now to prevent further irreparable harm, including additional lay off of staff and cutting programs that provide a safety net for people of this State.

3. As set forth in Count II, plaintiffs are also entitled to a preliminary injunction to require that the contracts be eligible for payment now. The plaintiffs are entitled to a declaration that the Governor's veto of the appropriations needed to fund the contracts was an unconstitutional impairment of contract and violation of due process of law. By precluding the appropriations for these contracts, the veto removed the security of timely payment of the contracts by the Comptroller and impaired the legal remedy for non-payment of the contracts in the Court of Claims. As a court of limited jurisdiction, the Court of Claims has a policy of

awarding monetary relief only from appropriations formally enacted in the relevant fiscal year with the express or tacit approval of the Governor. Because the Governor's veto was unconstitutional, the appropriations for those contracts became law and there is no bar to payment on the contracts by the Comptroller now. This Court has broad equitable authority to protect the plaintiffs from irreparable injury in the weeks and months ahead. Because of defendants' course of conduct, the entire infrastructure of State supported social services to the needy is at the risk of collapse.

#### **Parties**

4. Plaintiff Illinois Collaboration on Youth (ICOY) is an Illinois not-for-profit corporation that is party to the contract signed by the Secretary of the Department of Human Services (DHS) for fiscal year 2016 and attached as Exhibit A.

5. The contract attached as Exhibit A renewed in this fiscal year is typical in relevant part of the contracts signed by other plaintiffs having contracts with DHS.

6. Additional plaintiffs with contracts signed by the Secretary of DHS for fiscal year 2016 are listed on Attachment 1, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

7. Plaintiff Addus Health Care, Inc. is an Illinois corporation that is party to the contract signed by the Director of the Department of Aging for fiscal year 2016 and attached as Exhibit B.

8. The contract attached as Exhibit B is typical in relevant part of the contracts signed by other plaintiffs with the Department of Aging.

9. Additional plaintiffs with contracts signed by the Director of the Department of Aging for fiscal year 2016 are listed on Attachment 2, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

10. Plaintiff Whiteside County Health Department is a public entity that is party to the contract signed by the Director of the Department of Public Health (DPH) for fiscal year 2016 and attached as Exhibit C.

11. The contract attached as Exhibit C is typical in relevant part of the contracts signed by other plaintiffs with DPH.

12. Additional plaintiffs with contracts signed by the Director of DPH are listed on Attachment 3, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

13. Plaintiff Children's Home & Aid is an Illinois not-for-profit organization that is party to the contract signed by the Director of the Department of Healthcare and Family Services (HFS) for fiscal year 2016 attached as Exhibit D.

14. The contract attached as Exhibit D is typical in relevant part of the contracts signed by other plaintiffs with HFS.

15. Additional plaintiffs with contracts signed by the Director of HFS are listed on Attachment 4, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

16. Plaintiff New Moms Inc. is an Illinois not-for-profit organization that is a party to the contract signed by the Director of the Illinois Department of Corrections for fiscal year 2016 attached as Exhibit E.

17. Plaintiff Jewish Vocational Service and Employment Center is an Illinois not-for-profit organization that is party to the contract signed by the acting Director of the Illinois Department of Central Management Services for fiscal year 2016 attached as Exhibit F.

18. Defendant James Dimas is the Secretary of the Illinois Department of Human Services and is sued here in his official capacity.

19. Defendant Jean Bohnhoff is the acting Director of the Illinois Department of Aging and is sued here in her official capacity.

20. Defendant Nirav Shah is the Director of the Illinois Department of Public Health and is sued here in his official capacity.

21. Defendant Felicia Norwood is the Director of the Department of Health and Family Services and is sued here in her official capacity.

22. Defendant John R. Baldwin is director of the Illinois Department of Corrections and is sued here in his official capacity.

23. Defendant Michael Hoffman is acting Director of the Illinois Department of Central Management Services and is sued here in his official capacity.

24. Defendant Bruce Rauner is Governor of Illinois and is sued here in his official capacity.

#### **Facts**

25. On February 18, 2015, the defendant Governor submitted to the General Assembly a proposed budget for fiscal year 2016, starting on July 1, 2015.

26. The defendant Governor's proposed budget provided for funding of most, if not all, of the services covered by the contracts that the defendant state officers later entered with the respective plaintiffs.

27. On or about May 28 and 29, 2015, the General Assembly passed 27 appropriation bills for fiscal year 2016.

28. Certain of these appropriation bills authorized the expenditure of money to pay plaintiffs for the contracts with defendants in either the same, or differing but comparable, amounts to those proposed by the defendant Governor.

29. Specifically, three of these bills, House Bill 4153, House Bill 4165, and Senate Bill 2037, which appropriated funding for human services, authorized the expenditure of money to pay plaintiffs for the vast majority of the services covered by the contracts at issue in this complaint.

30. Although these bills had passed both houses in late May, the General Assembly sent the appropriations bills to the Governor on or about June 17 to June 24, 2015.

31. As Exhibit G, plaintiffs have attached a description of each contract entered with the defendant directors for fiscal year 2016 and have cross-referenced the specific line item in the various appropriation bills passed by the General Assembly.

32. No further action by the Governor—or signature or consent—was necessary for the amounts appropriated by the General Assembly to become law.

33. Nonetheless, on June 25, 2015, the Governor vetoed all of the relevant appropriation bills.

34. The Governor's veto included funding that he himself had proposed for these services.

35. At various times before and after the veto, the defendant directors induced plaintiffs to enter the contracts in the same standard or form like those contracts attached as Exhibits A through F.

36. Plaintiffs have attached all such contracts electronically in the thumb drive device or CD-ROM attached as Exhibit H, in compliance with 735 ILCS § 5/606.

37. Plaintiffs include more than 65 agencies providing human services of various kinds and enter contracts annually with the respective defendants.

38. At various times plaintiffs signed and returned the contracts in the attached Exhibits that the defendant directors had sent them.

39. Plaintiffs signed and returned such contracts in the attached Exhibits after the General Assembly had appropriated the funds for the contracts.

40. After the Governor's veto on June 25, 2015, the defendant directors at various times accepted and returned the contracts in the attached Exhibits and have continued to enforce them.

41. The defendant directors have not proposed to suspend or terminate the contracts signed by plaintiffs in the attached Exhibits.

42. Furthermore, the defendant directors do not dispute that the plaintiffs should receive payment for these services.

43. Nonetheless, the defendant directors have not made any payment in fiscal year 2016 for the services that the contracts have required plaintiffs to perform.

44. Defendant directors take the position that the Governor's veto of the appropriations for these contracts bars them from paying plaintiffs for services rendered under these contracts.

45. In particular, on information and belief, plaintiffs allege that defendants have not transmitted to the Comptroller the vouchers or bills submitted by plaintiffs for payment, and do not intend to do so.

46. Likewise, on information and belief, plaintiffs allege that defendants do not intend to transmit to the Comptroller any vouchers or bills that plaintiffs will submit for payment



unless there are new appropriations made hereafter by the General Assembly that are not vetoed by the Governor.

47. Defendants intend to leave plaintiffs to pursue whatever legal remedies they may have in the Court of Claims.

48. Defendants know that if their view of the Governor's authority to veto appropriations for these contracts is correct, then plaintiffs will face a significant obstacle in pursuing their legal remedies for non-payment in the Court of Claims.

49. The Court of Claims has a policy if not an obligation of awarding relief only from appropriations formally enacted by the General Assembly with the express or tacit approval of the Governor.

50. Accordingly, the Governor's veto of these appropriations will make less secure any legal remedy for the contracts which the Governor and defendants do not intend to pay in the current fiscal year, absent new and non-vetoed appropriations.

51. Defendants will continue the contracts, and continue to accept vouchers for payment and receive the benefits of plaintiffs' services.

52. By accepting the services rendered under the contracts and accepting such vouchers for payment defendants acknowledge that plaintiffs have performed their duties under the contracts and are entitled to payment.

53. The Governor had the option under the Illinois Constitution to exercise a line-item veto to block only expenditures unrelated to the services that are the subject of the contracts entered with plaintiffs.

**Count I**  
**(Declaratory Judgment and Injunctive Relief: Ultra Vires Acts)**

54. As set forth above, after the defendant Governor vetoed the appropriations for plaintiffs' contracts, defendants entered and continued these contracts.

55. Defendants accepted services rendered under these contracts but have not paid and will not pay them in the current fiscal year, absent new and non-vetoed appropriations.

56. Defendants know that if their position that the Governor's veto of the appropriations bars payment for services rendered under the contracts is correct, then plaintiffs have an impaired right of payment by the Comptroller.

57. Likewise, defendants also know that if their position that the Governor's veto of the appropriations bars payment for services rendered under the contracts is correct, then plaintiffs have a less secure or impaired legal remedy later in the Court of Claims.

58. As officers of the state, defendants have no statutory or constitutional authority to engage in such a course of conduct regardless of whether their position about the Governor's veto is correct.

59. Such a course of conduct—in excess of any lawful power of office—imperils the entire State-supported network for the delivery of human services.

60. It has created a public emergency far beyond the capacity of the Court of Claims to address or resolve.

61. Plaintiffs seek a declaration that as officers of the State of Illinois defendants lack any statutory or constitutional authority to enter and continue these contracts *en masse*—and after vetoing the appropriations for them—without any intent or plan to make payment, absent new and non-vetoed appropriations.

62. Defendants have the purported right to suspend or terminate the contracts but have chosen not to do so.

63. Many of the contracts have a clause like Section 4.1 of Exhibit A which states:

This Agreement is contingent upon and subject to the availability of sufficient funds. DHS 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...(ii) The Governor or DHS reserves funds, or (iii) the Governor or DHS determines the funds will not or may not be available for payment.

64. Defendants have not invoked these rights but continued the contracts in effect.

65. In addition to declaratory relief in this Court, plaintiffs are also entitled to preliminary and permanent injunctive relief.

66. Plaintiffs have received no payment for services rendered for over 300 days.

67. For lack of payment some plaintiffs have already laid off highly skilled professional staff.

68. Likewise, some plaintiffs have already had to cut or eliminate programs that provide crucial services that are intended to implement the public policies and programs of the State as enacted by the General Assembly and signed by previous governors.

69. Without preliminary injunctive relief, it is likely that all or some plaintiffs will have to lay off more staff and cut more programs in the coming months.

70. This irreparable injury will increase in the next months—and more existing State-funded services and programs will disappear—unless plaintiffs receive preliminary injunctive relief authorizing and requiring payment of overdue and current bills for services rendered under these contracts.

71. Once these services and programs are cut or eliminated, it will be difficult to resume them.

72. In many cases plaintiffs will lose track of the clients they now serve.

73. Likewise, in many cases, plaintiffs will lose touch with personal networks and relationships in the communities they serve.

74. These personal networks and relationships are crucial in reaching the neediest clients.

75. Many of these clients are youth, homeless persons, persons with HIV/AIDS, or low income persons with mental health issues, and it will be difficult to track or find these persons and offer the same level of services again.

76. Furthermore, the plaintiff organizations work together and refer clients to each other, so the harm to any one of the plaintiff organizations also results in harm to one or more others.

77. Because of defendants' course of conduct, the entire infrastructure of State-supported social services to the needy is at the risk of collapse.

78. Only a preliminary injunction to stop this course of conduct will prevent a spiraling injury to that infrastructure and the degrading of the capabilities of these organizations to provide the same services they have in the past.

79. Furthermore, as set forth below, plaintiffs lack an adequate or secure legal remedy in the Illinois Court of Claims.

80. The lack of such a legal remedy is the result of the defendants' own conduct in vetoing the appropriations for the contracts that they subsequently entered and continue to enforce.

81. Defendants are continuing these contracts with the knowledge that there will be no specific appropriation expressly or tacitly consented to by the Governor out of which the Court of Claims might award a legal remedy to plaintiffs.

82. Even if plaintiffs were to prevail in the Court of Claims it will take years to obtain relief.

83. The infrastructure of State-supported human services built up over years is not likely to survive in its current form.

84. Accordingly, plaintiffs are entitled to a preliminary and permanent injunction to remedy the harm already done by the defendants from engaging in this illegal course of conduct, namely, continuing scores of contracts without any intent to pay them for the rest of the relevant fiscal year and jeopardizing the State's social service infrastructure.

85. To survive, and to maintain the status quo—the infrastructure of State-supported human services developed over many years—plaintiffs are entitled to a mandatory preliminary injunction to begin immediate payment of the most seriously overdue bills, including bills overdue by 90 days or more.

86. Such relief is the only possible basis to keep the status quo in place and prevent an even more serious cutback of services and degrading of the infrastructure and network for the provision of human services.

WHEREFORE, plaintiffs pray this Court to:

- A. Declare that the defendants exceeded any legal and constitutional authority by entering and enforcing the contracts after the Governor's veto of the appropriations, with no intent to pay plaintiffs absent new and non-vetoed appropriations;

- B. Declare that there is no authority for such a course of conduct under Article VIII, section 2(b) of the Illinois Constitution, since the General Assembly did make appropriations for these contracts and the defendant Governor then blocked them;
- C. Grant preliminary and permanent injunctive relief barring the defendants from continuing this course of conduct for the remainder of the future year and causing irreparable harm in the months ahead;
- D. Specifically, grant preliminary injunctive relief to require defendants to preserve the status quo and keep the current network of social services in place by immediately paying plaintiffs for the most seriously overdue bills, including bills more than 60 days overdue; and
- E. Grant plaintiffs such other legal relief as may be appropriate.

**Count II**  
**(Impairment of Contract in Violation of Constitutional Due Process)**

87. By the acts set forth above, defendants have also impaired the obligation of contracts, in violation of Article II, section 16 of the Illinois Constitution.

88. Necessarily, by any such impairment, defendants have also violated the rights of the plaintiffs to due process of law, as set out in Article I, section 2 of the Illinois Constitution.

89. Article I, section 2, or the due process clause, includes the right to be free of the kind of impairment described in Article II, section 16.

90. In addition, Article I, section 2, or the due process clause, is applicable to an impairment not just by the General Assembly but by the Governor or any other State actor.

91. As set forth above, the General Assembly did appropriate the funds for these contracts before plaintiffs entered the contracts.

92. As set forth above, the defendant Governor vetoed the amounts appropriated for the contracts.

93. After such veto, the defendant Governor and other defendants approved and entered these same contracts, without payment to plaintiffs—and leaving them to their legal remedies.

94. If the Governor's veto is valid, the veto removed and impaired the security of payment intended for these specific contracts by the General Assembly.

95. As set forth above, plaintiffs have no legal remedy for non-payment of these contracts except in the Court of Claims of the State of Illinois.

96. The Court of Claims has a policy of not paying claims on contracts except out of appropriations enacted by the General Assembly and approved tacitly or expressly by the Governor.

97. If the Governor's veto of the appropriations is valid, there will be no appropriation out of which the Court of Claims can grant a legal remedy to plaintiffs, absent new and non-vetoed appropriations.

98. By such veto, the defendant Governor has unlawfully impaired the obligation of contracts, in violation of Article I, section 2 of the Illinois Constitution.

99. The Governor may not veto the appropriations for specific contracts—and impair the obligation or remedial legal scheme for such contracts—which he and other defendants intended to enter and hold in full force and effect.

100. As a result of acts, and as set forth in Count I, plaintiffs will suffer irreparable injury in the coming months.

101. The violation of plaintiffs' constitutional rights is also irreparable injury in itself.

102. This Court has broad equitable authority to redress the harm resulting from a violation of the Illinois Constitution, including Article I, section 2.

103. To prevent such irreparable injury as described in Count I and to nullify the effect of this unlawful impairment, plaintiffs are entitled to a preliminary and permanent injunction requiring defendants to pay all bills currently due them.

104. Such preliminary and permanent injunctive relief is necessary to ensure that plaintiffs are not denied timely payment by the Comptroller and to ensure that plaintiffs are not left with an impaired or futile legal remedy in the Court of Claims.

105. To effectuate such relief, plaintiffs also seek a declaration that the Governor's veto of June 25, 2015 was necessarily unconstitutional with respect to their own specific appropriations.

106. Accordingly, in the absence of a valid constitutional veto for these specific appropriations, and because the appropriations passed by the General Assembly would come into effect after 60 days in the absence of such a valid veto, there exists a lawful appropriation out of which plaintiffs' contracts are eligible for immediate payment by the Comptroller.

107. Furthermore, even without a formal appropriation by the General Assembly, this Court may order payment by defendants when necessary to give relief for a violation of the Illinois Constitution.

WHEREFORE plaintiffs pray this Court to:

- A. Declare that by vetoing the appropriations for plaintiffs' contracts while continuing to enforce them without payment on the basis of such veto, the defendant Governor violated the rights of plaintiffs to be free of any impairment



of the obligation of contracts, in violation of Article II, section 16 and Article I, section 2 of the Illinois Constitution;

- B. Declare that the veto of June 25, 2015 was invalid and unconstitutional with respect to appropriations for plaintiffs' contracts and that in the absence of a such a valid veto, the specific appropriations passed by the General Assembly for these particular contracts are now in lawful effect;
- C. Issue preliminary and permanent injunctive relief to require defendants to pay all outstanding bills, so that plaintiffs are not denied timely payment by the Comptroller or left with an unlawfully impaired legal remedy in the Court of Claims;
- D. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act, 740 ILCS § 23/5; and
- E. Grant such other injunctive and other relief as may be appropriate.

Dated: May 4, 2016

By:   
One of Plaintiffs' Attorneys

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