



**JUSTICE COMMITTEE AGENDA**  
**Law and Justice Center, Room 700**

**Monday, August 2, 2004**

**5:00 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – July 12, 2004
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Billie Larkin, Director, Children's Advocacy Center
    - 1) Items to be Presented for Information:
      - a) Monthly Statistical Report 1
      - b) CASA Report 2
      - c) General Report
      - d) Other
  - B. David Owens, McLean County Sheriff
    - 1) Items to be Presented for Information:
      - a) McLean County Detention Facility Population Report, Third Quarter, July 2004 3-5
      - b) Purchase of Boat/Motor/Trailer due to the fact that the boat and motor currently being used to patrol Evergreen Lake is in need of replacing. Since an alcohol ban in the park is enforced, it was determined that funds could be used from the DUI account. The purchase price for the items is \$10,879.00.

- c) Purchase of van: A 2004 Venture Van was purchased for use by the Deputy assigned to the Task Force 6 to replace a Monte Carlo, which was traded in. The purchase price, with the trade-in, was \$11,518. The van was purchased with money from the Asset Forfeiture Fund.
- d) Donation from the Target Company: The McLean County Sheriff's Office received a donation of \$500 from the Target Corporation for the purchase of a Taser for use in the McLean County Detention Facility. (As of this date, the Taser has not been purchased.)
- e) General Report
- f) Other

C. Bill Yoder, McLean County State's Attorney

- 1) Items to be Presented for Information:
  - a) 2004 Case Load Report 6-7
  - b) General Report
  - c) Other

D. Bill Gamblin, Director, 911 Administration

- 1) Items to be Presented for Information:
  - a) E-911 Statistical Reports 8-27
  - b) General Report
  - c) Other

E. Sandy Parker, McLean County Circuit Clerk

- 1) Items to be Presented for Action
  - a) Request Approval of State of Illinois Intergovernmental Agreement Between Illinois Department of Public Aid And McLean County, Clerk of the Circuit Court Agreement No. 2005-55-007 – Title IV-D Child Support Enforcement Program. 28-50
- 2) Items to be Presented for Information:
  - a) Statistical Reports for June 2004 51-59
  - b) Statistical Reports for Second Quarter 2004 60-67
  - c) General Report
  - d) Other


F. Amy Davis, Public Defender

- 1) Items to be Presented for Action
  - a) Introduce Larry Fitzpatrick, Ph.D. Social Worker and discuss his work

- 2) Items to be Presented for Information:
  - a) Monthly Caseload Report for June 2004 68-70
  - b) General Report
  - c) Other
  
- G. John P. Freese, Chief Judge
  - 1) Items to be Presented for Action
    - a) Request Approval of an Intergovernmental Agreement Between Illinois Department of Public Aid (IDPA) and the McLean County Circuit Court, Agreement No. 2005-55-008-K-Title IV-D Child Support Enforcement Program 71-97
  - 2) Items to be Presented for Information
    - a) General Report
    - b) Other
  
- H. Roxanne Castleman, Director, Court Services
  - 1) Items to be Presented for Information:
    - a) Court Services Adult/Juvenile Division Statistics, June 2004 98-99
    - b) Juvenile Detention Center – McLean County Statistics, 2004 100-101
    - c) Juvenile Detention Center – Out of County Statistics, 2004 102-103
    - d) General Report
    - e) Other
  
- 5. Other Business and Communication
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment

# McLean County Children's Advocacy Center Monthly Statistics

## June 2004

	2003 1st INTERVIEW MONTH/YTD STATS	1st. INTERVIEW 2004 MONTH/YTD	Juv. Suspect INTERVIEW 2004	SIB/WITNESS INTERVIEW 2004	2ND INTERVIEW 2004	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	8/8	13/13	0	11	0	0	24	24
FEBRUARY	8/16	12/25	1	3	1	6	23	47
MARCH	15/31	12/37	2	9	0	1	24	71
APRIL	6/37	15/52	2	4	0	1	22	93
MAY	9/46	15/67	0	4	0	2	21	114
JUNE	12/58	14/81	1	2	1	2	20	134
JULY	12/70							
AUGUST	7/77							
SEPTEMBER	17/94							
OCTOBER	11/105							
NOVEMBER	5/110							
DECEMBER	10/120							
YEAR TO DATE TOTALS	120	81	6	33	2	12	134	134

**CASA Report  
June 2004**

**The CASA Statistics for June:**

No volunteers were assigned this month

**The Cumulative CASA Statistics:**

14 Cases Assigned to Date  
62 Active Volunteers  
126 Children being served  
3 Children Waiting Assignment  
1 CASA Resigned this month  
18 Court Reports filed  
22 Hearings Attended

**Program Updates:**

Our program did not assign any volunteers this month. Of the 14 children we had waiting for assignment, 11 of them lived outside of McLean County, as far as Chicago or St. Louis. (This was very rare, that so many children were moved out of county with relatives, while the case was still active in McLean County). Although we have some extraordinary volunteers, we cannot expect them to devote this amount of time and travel to our program. We further adjusted our database with the number of "active volunteers". This number is lower than last month as some have requested a change in status to "inactive" instead of active. These numbers often fluctuate in the summer months, as the summer months are busy with vacations and travel.

We Swore-In 3 newly trained CASA volunteers in Livingston County on June 3, 2004. The Honorable Judge Frobish and the Honorable Judge Mick Travers presided, followed by a reception for the families of the new volunteers. These volunteers are actively awaiting case assignment.

We held Informational training sessions for the new class in McLean County on June 9<sup>th</sup> and June 12<sup>th</sup>. We have 8 participants in our summer class at this time. There will be cases waiting for those 8 graduates on Swearing-In day, August 18, 2004.



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

July 26, 2004

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: AUGUST 2<sup>ND</sup>, 2004 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following four (4) items be placed on the August 2<sup>nd</sup> Justice Committee Agenda for information only:

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).
- 2) **Purchase of Boat/Motor/Trailer:** Due to the fact that the boat and motor, currently being used to patrol Evergreen Lake is in need of replacing, I did some research into finding funds to purchase new ones. Since we enforce an alcohol ban in the park, as well as other alcohol related state laws, it was determined that we could use funds from our DUI account to do this. The purchase price for the items mentioned is \$10, 879.00.
- 3) **Purchase of van:** A 2004 Venture Van was purchased for use by the Deputy assigned to the Task Force 6. This was purchased to replace a Monte Carlo, which was traded in. The purchase price, with the trade in, was \$11,518. The van was purchased with money from the Asset Forfeiture Fund.
- 4) **Donation from the Target Company:** The McLean County Sheriff's Office received a donation of \$500 from the Target Corporation for the purchase of a Taser for use in the McLean County Detention Facility. (As of this date, the taser has not been purchased).

Chief Deputy Derick Love will be in attendance at this meeting to answer any questions you or members of the Committee may have.

David Owens  
Sheriff

MCDF Average Population  
Six Month Comparison  
2004

Month	February 2004	March 2004	April 2004	May 2004	June 2004	July 2004	Average
Daily Total	217.13	206.55	196.10	184.45	177.73	187.46	194.90
In House	190.21	183.87	173.93	162.61	161.33	170.92	173.81
Female	31.97	30.81	30.20	28.97	35.30	32.12	31.56
Male	185.17	175.74	165.87	155.48	142.43	155.35	163.34
Special Needs-Females	8.21	8.61	8.90	8.52	10.40	9.08	8.95
Special Needs-Males	11.24	8.68	8.80	7.84	6.80	10.04	8.90
Straight Sent-Females	5.38	7.81	5.52	6.13	10.43	8.68	7.33
Straight Sent-Males	45.83	35.35	28.41	28.48	26.77	31.48	32.72
Work Release-Female	0	.06	1.00	1.65	.87	00.00	0.60
Work Release-Males	6.38	8.03	6.62	3.06	1.67	2.00	4.63
Weekenders Females	6.97	7.03	6.59	6.68	6.00	5.52	6.47
Weekenders Male	15.03	14.26	16.55	16.55	13.93	15.16	15.25
Other-Facilities Female	00.00	00.00	00.00	00.00	00.00	00.00	00.00
Other-Facilities Male	6.07	1.16	00.00	00.00	00.00	00.00	1.21

MCDF--Population Report  
Third Quarter  
July / 2004

Date	Total		IN House	Female		Male		Spec Needs		Sir. Sent		Work Rel		Work Rel		Week.		Week		Other Fac		
	Pop			Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
1	192		172	33	159	8	19	11	31	0	2	6	13	0	0	6	13	0	0	0	0	
2	182		162	36	146	8	7	10	29	0	2	6	13	0	0	6	13	0	0	0	0	
3	190		181	36	154	8	13	10	30	0	2	6	14	0	0	6	14	0	0	0	0	
4	190		186	35	155	9	8	10	30	0	2	6	14	0	0	6	14	0	0	0	0	
5	187		166	33	154	7	10	10	30	0	2	6	14	0	0	6	14	0	0	0	0	
6	193		172	34	159	9	6	11	30	0	2	6	15	0	0	6	15	0	0	0	0	
7	186		164	33	153	10	5	10	29	0	2	6	15	0	0	6	15	0	0	0	0	
8	191		171	32	159	8	22	10	27	0	2	6	13	0	0	6	13	0	0	0	0	
9	181		160	32	149	9	8	9	27	0	2	6	14	0	0	6	14	0	0	0	0	
10	188		179	33	155	9	7	9	31	0	2	6	17	0	0	6	17	0	0	0	0	
11	186		180	34	152	11	9	9	31	0	2	6	16	0	0	6	16	0	0	0	0	
12	187		165	35	152	10	9	9	28	0	2	6	18	0	0	6	18	0	0	0	0	
13	187		164	32	155	9	11	9	30	0	2	6	17	0	0	6	17	0	0	0	0	
14	188		165	32	156	10	9	8	32	0	2	5	17	0	0	5	17	0	0	0	0	
15	192		172	33	159	11	14	7	30	0	2	5	16	0	0	5	16	0	0	0	0	
16	180		159	27	153	6	11	6	30	0	2	5	16	0	0	5	16	0	0	0	0	
17	186		178	29	157	7	14	8	32	0	2	6	17	0	0	6	17	0	0	0	0	
18	187		182	31	156	10	14	8	34	0	2	5	15	0	0	5	15	0	0	0	0	
19	183		165	30	153	9	12	9	36	0	2	5	14	0	0	5	14	0	0	0	0	
20	185		164	30	155	8	8	8	37	0	2	5	16	0	0	5	16	0	0	0	0	
21	184		163	28	156	8	7	8	35	0	2	5	16	0	0	5	16	0	0	0	0	
22	191		170	30	161	9	9	8	32	0	2	5	16	0	0	5	16	0	0	0	0	
23	185		164	32	153	11	7	8	34	0	2	5	15	0	0	5	15	0	0	0	0	
24	189		180	32	157	10	4	8	39	0	2	5	15	0	0	5	15	0	0	0	0	
25	192		186	31	161	11	10	8	34	0	2	5	13	0	0	5	13	0	0	0	0	
26	192		174	32	160	11	8	7	30	0	2	5	13	0	0	5	13	0	0	0	0	
27																						
28																						
29																						
30																						
31																						
Total	4874		4444	835	4039	236	261	217	787	0	50	138	379	0	0	138	379	0	0	0	0	
Average	187.46		170.92	32.12	155.35	9.08	10.04	8.68	31.48	0.00	2.00	5.52	15.16	0	0	5.52	15.16	0	0	0	0.00	



# McLean County State's Attorney's Office 2004 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. **2004 YTD** **2003 YTD** **2003 Total** **2004 Projected**

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2004 YTD	2003 YTD	2003 Total	2004 Projected
<b>CRIMINAL</b>																
Felony	85	118	134	84	76	95	75						667	709	1,307	1,176
Misdemeanor	201	215	209	173	143	192	175						1308	1147	2,128	2,306
Asset Forfeiture	11	0	12	8	17	7	10						65	39	102	115
<b>Family Totals</b>	<b>34</b>	<b>50</b>	<b>50</b>	<b>31</b>	<b>42</b>	<b>35</b>	<b>27</b>						<b>269</b>	<b>301</b>	<b>525</b>	<b>474</b>
Family	23	29	34	18	29	18	15						166	197	362	293
Order of Protection	11	21	16	13	13	17	12						103	104	163	182
<b>Juvenile Totals</b>	<b>28</b>	<b>39</b>	<b>39</b>	<b>35</b>	<b>40</b>	<b>48</b>	<b>28</b>						<b>257</b>	<b>115</b>	<b>223</b>	<b>453</b>
Juvenile	0	2	0	0	9	0	0						11	6	8	19
Juvenile Abuse	15	28	13	11	22	26	17						132	52	105	233
Juvenile Delinquency	13	9	26	13	9	22	11						103	57	110	182
<b>Traffic Totals</b>	<b>1,639</b>	<b>2,778</b>	<b>2,671</b>	<b>2,292</b>	<b>2,068</b>	<b>3,349</b>	<b>1,801</b>						<b>16,598</b>	<b>17,572</b>	<b>30,207</b>	<b>29,267</b>
Traffic	1,579	2,696	2,576	2,217	1,988	3,275	1,749						16,080	17,113	29,372	28,354
DUI Traffic	60	82	95	75	80	74	52						518	459	835	913

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2004 YTD	2003 YTD	2003 Total	2004 Projected
<b>CHILD SUPPORT</b>																
Paternity cases filed	7	4	2	2	8	1	4						28	51	117	49
Paternity cases established	3	6	2	10	5	8	6						40	28	59	71
Paternities excluded	1	2	0	3	1	0	0						7	1	4	12
Support Orders entered	50	41	62	111	130	76	59						529	245	482	933
Modification proceedings filed	0	39	19	74	34	13	13						192	120	219	339
Modification proceedings adjudicated	4	10	7	31	42	24	12						130	102	147	229
Enforcement actions filed	39	23	44	59	41	92	53						351	174	340	619
Enforcement actions adjudicated	55	41	73	147	108	96	69						589	198	551	1039
Hearings set before Hearing Officer	39	97	69	146	138	89	79						657	425	819	1,158
Orders prepared by Hearing Officer	31	87	60	125	114	76	73						566	329	676	998

2004 Projected = (2004 YTD/Day of Year) x 365 Days

n/c= not calculable

**ASSET FORFEITURE FUND**

**STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE**

**July 26, 2004**

**STATE'S ATTORNEY:**

Beginning Balance 01/01/2004	\$ -47,895.49
(Reflects \$80,000 transfer to General Fund 12/31/02)	
Revenue	<u>21,237.31</u>
Total Funds Available	\$ -26,658.18
Expenditures	<u>2,610.27</u>
Fund Balance 07/26/2004	\$ -29,268.45

**SHERIFF:**

Beginning Balance 01/01/2004	\$ 55,631.50
Revenue	<u>11,310.56</u>
Total Funds Available	\$ 66,942.06
Expenditures	<u>22,497.00</u>
Fund Balance 07/26/2004	\$ 44,445.06

<b>TOTAL FUND BALANCE</b>	<b>July 26, 2004</b>	<b>\$ 15,176.61</b>
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## Board Memo

**Date:** 7/21/2004  
**To:** Honorable Chairman and Members of the McLean County Justice Committee  
**Cc:** File  
**From:** William Gamblin  
**RE:** Monthly Report

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Please find the ETSB June Monthly Report.

Respectfully submitted,



William H. Gamblin, ENP

ETSB

whg

## Statistical Data Information

Resolution report:

When reviewing this chart the spike of March 2004 is caused by a correction on a street name. In this case the name of the street and other factors were correct but the spelling was incorrect. Once this change was made to the Customer Data Base a lag time of about 3 days occurs before the MSAG is updated. The report was generated during that lag time. As you will note the errors do not appear again and were actually corrected within the system within 24 hours. No interruption in service was seen by the citizens.

### Total 9-1-1 Calls

9-1-1 calls continue to increase due to added population and increase in the number of cellular telephones in use. As you recall when we shifted to wireless Phase 1 calls that use to come in on administration lines were shifted to the 9-1-1 trunks.

### Hang Up Calls

We have not been able to track this data for very long and I am unable at this time to draw any conclusion as to patterns yet. As more data is collected I will be reviewing this area.

### Ring Time Ranges

This report is one of the most important of those that we use to manage the system. It tells us how quickly calls are being handled. As you can see we exceed the national standard. While we did not have this software for the first years of Metcom existence I am familiar with the operations and believe that the TCs have held this average in previous years. I have always believed that the "stories" of long ring times have been the exception to normal operations. It is noted that even Admin. Calls are answered in a timely manner. They are put on hold and do have a longer hold time but they are after all administrative lines and must wait as the true purpose of the 9-1-1 center is taken care of – that being the answering of 9-1-1 calls and dispatching of emergency units.

## Board Memo

**Date:** 7/7/2004  
**To:** Honorable Members of the ETSB  
**Cc:** File  
**From:** William Gamblin  
**RE:** Error Resolution Report

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Please find attached the report for the Month of June, 2004.

WHG 

JUNE, 2004

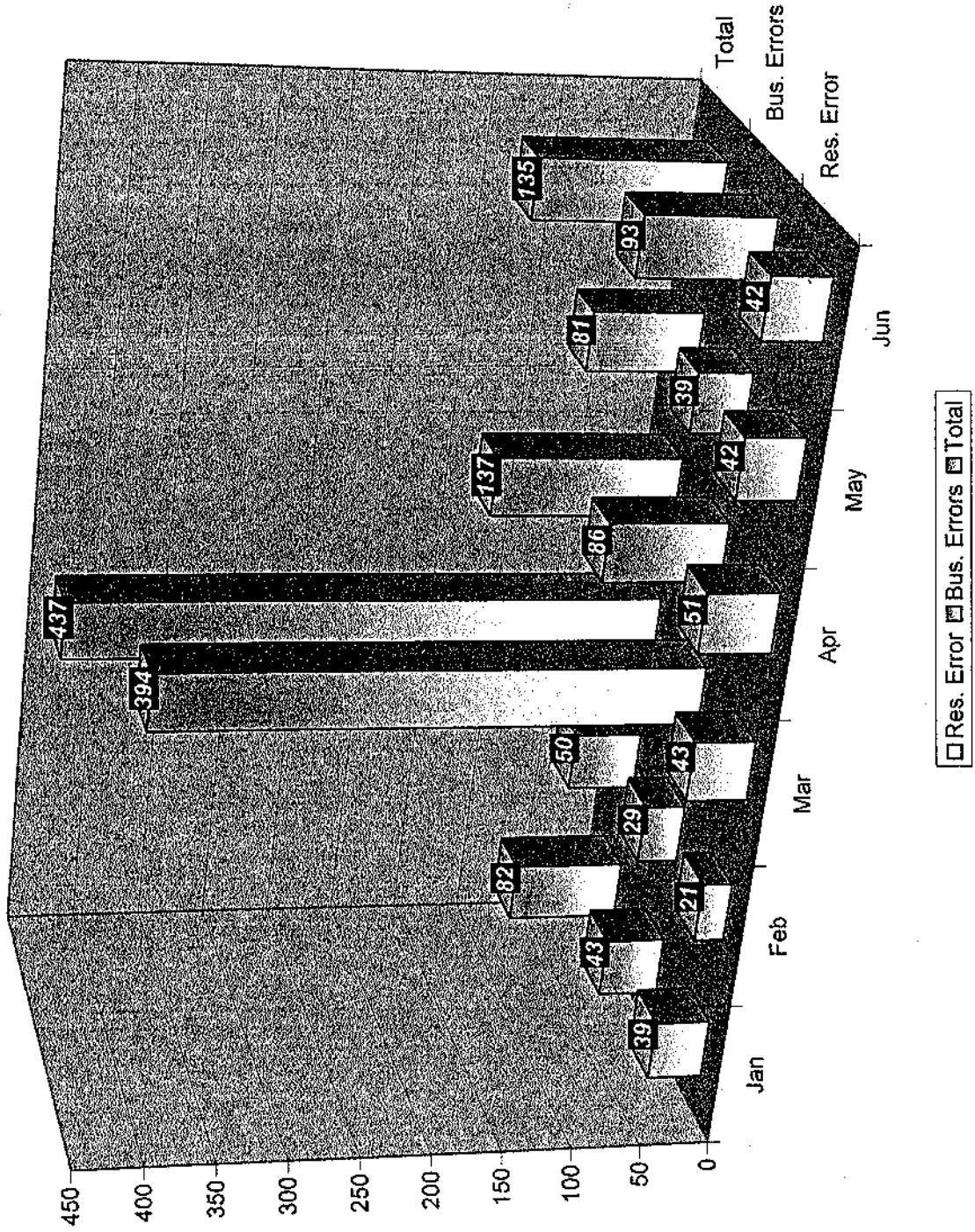
ERROR REPORT (MONTHLY)  
COMMUNITY

	RESIDENTIAL	BUSINESS	TOTAL ERRORS	DATA	#CORRECTED	ERROR TYPE
ANCHOR	0	0	0	1		
ARROWSMITH	0	0	0	1		
BELLFLOWER	0	0	0	2		
BLOOMINGTON	6	41	47	15	44	16-N911; 1-MSAG; 27-DATALINES;
CARLOCK	0	2	2	1	2	2-DATALINES;
CHENOA	2	2	4	3	3	1-N911; 2-MSAG
COLFAX	0	0	0			
COOKSVILLE	6	0	6		1	1-ND
CROPSEY	0	0	0	2		
DANVERS	1	3	4	1	1	1-N911
DOWNES	1	5	6	1	5	3-N911; 2-DATALINES;
EL PASO	0	1	1	1	1	1-WC
ELLSWORTH	0	3	3		3	1-N911; 1-DATALINES;
GRIDLEY	1	1	2		2	2-N911
HEYWORTH	0	0	0	1		
HUDSON	3	1	4	1	4	3-N911; 1-MSAG
LERoy	7	2	9	4	3	3-N911
LEXINGTON	4	7	11	2	7	4-N911; 3-DATALINES;
MANSFIELD	0	0	0	1		
MCLEAN	2	2	4		4	2-N911; 2-MSAG
MINIER	0	0	0			
NORMAL	8	16	24	2	28	9-N911; 3-NSN; 7-MSAG; 3-DATALINES; 6-JSU LINES
SAYBROOK	1	2	3	3	3	1-N911; 2-DATALINES;
SHIRLEY	0	2	2	1	1	1-N911
STANFORD	0	0	0			
TOWANDA	0	1	1	0	2	1-911; 1-DATALINES;
OTHER	0	2	2		1	1-WC
TOTAL ERRORS	42	93	135	43	115	

- \*NO STREET NAME = NSN
- \*MSAG PROBLEM = MSAG
- \*NEED 911 ADDRESS = N911
- \*CITY JURISDICTION = CJ
- \*CELL TOWER = CT
- \*REMOVE STREET DIRECTIONAL = RSD
- \*COMMUNITY ERROR=COMM
- \*NUMBER DISCONNECTED=ND
- \*WRONG COUNTY=WC
- \*DATA LINE = DL
- \*SPELLING ERROR = SP

ERRORS AS OF MAY 31, 2004 61  
 NEW ERRORS FOR JUNE 74  
 ERRORS CORRECTED IN JUNE 115  
 ERRORS AS OF JUNE 30, 2004 20  
 DATA LINES 43  
 ILLINOIS STATE UNIVERSITY 64

# Resolution Report for June 2004



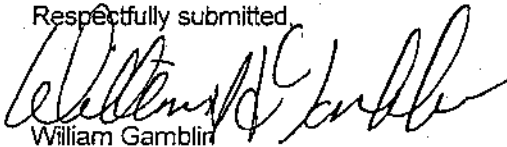
## Board Memo

**Date:** 7/7/2004  
**To:** Honorable Members of the ETSB  
**Cc:** File  
**From:** William Gamblin  
**RE:** Total 9-1-1 Calls Jan to June 2004

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Attached are total 9-1-1 calls for June 2004 as well as a history of calls back to and including Jan. 2004.

Respectfully submitted,

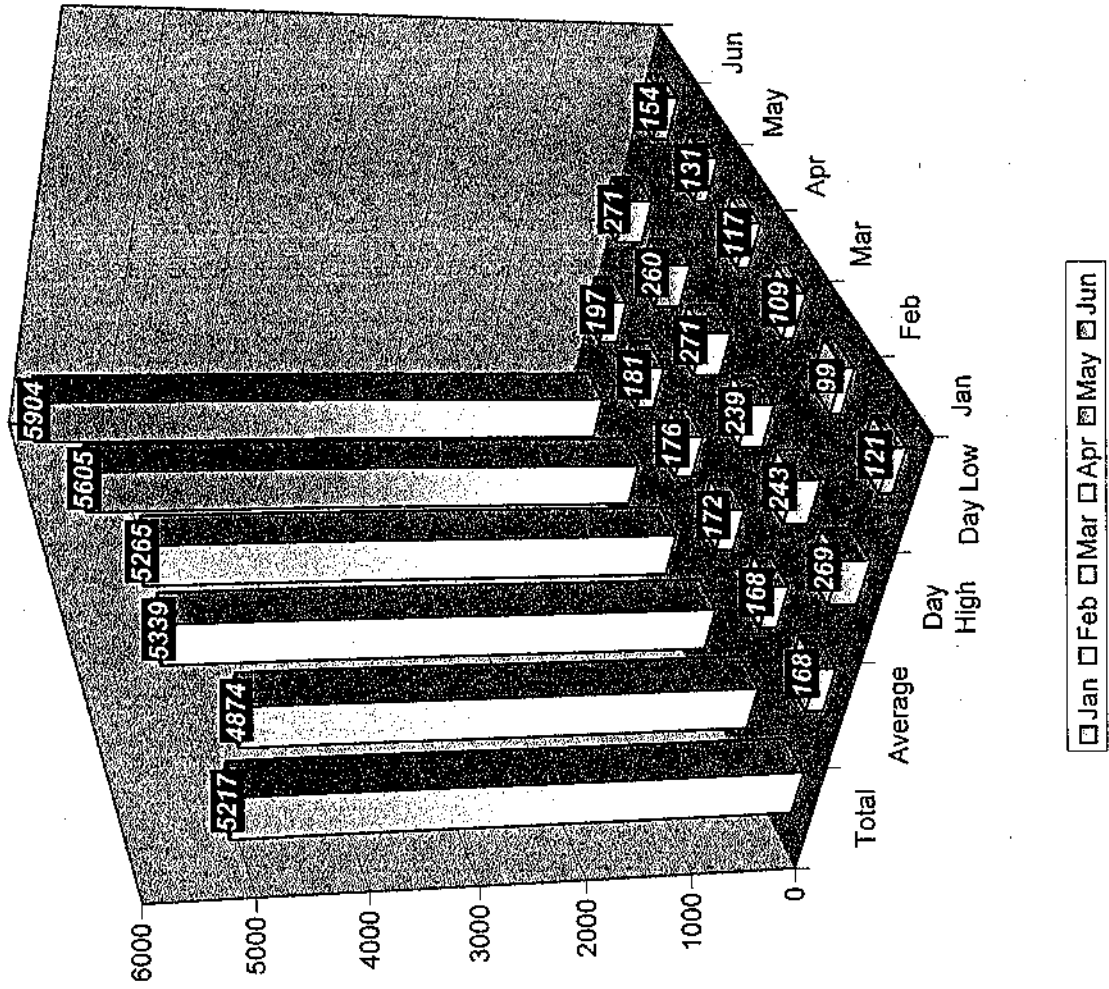


William Gamblin

WHG



Total 9-1-1 Calls for Jan to June 2004



## Board Memo

**Date:** 7/7/2004  
**To:** Honorable Members of the ETSB  
**Cc:** File  
**From:** William Gamblin  
**RE:** CAD Responses

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The following reports include:

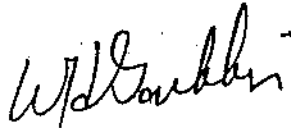
Total CAD Responses for June 2004

Fire/EMS Responses for June 2004

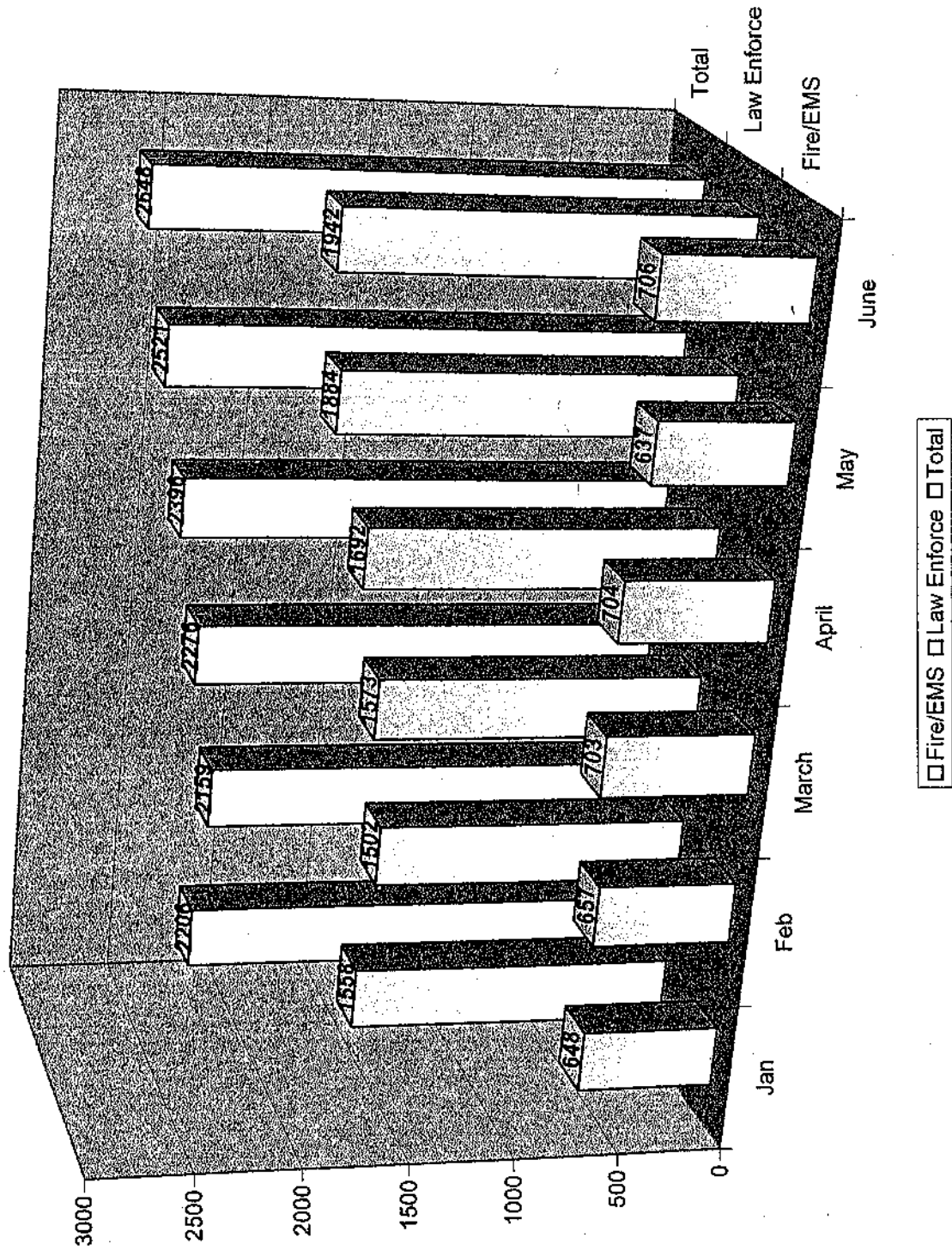
Law Enforcement Responses for June 2004

9-1-1 Hang Ups for June 2004

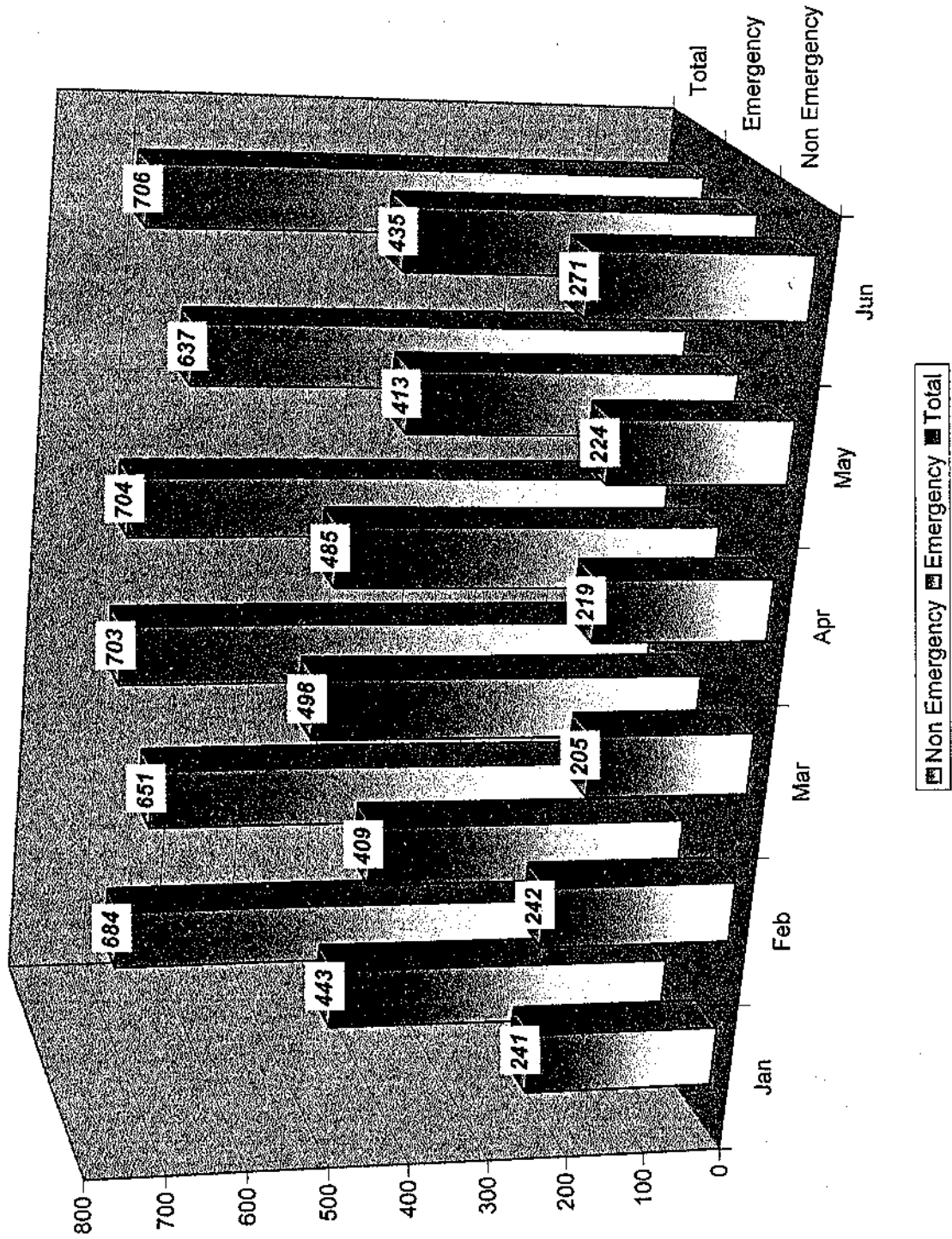
WHG



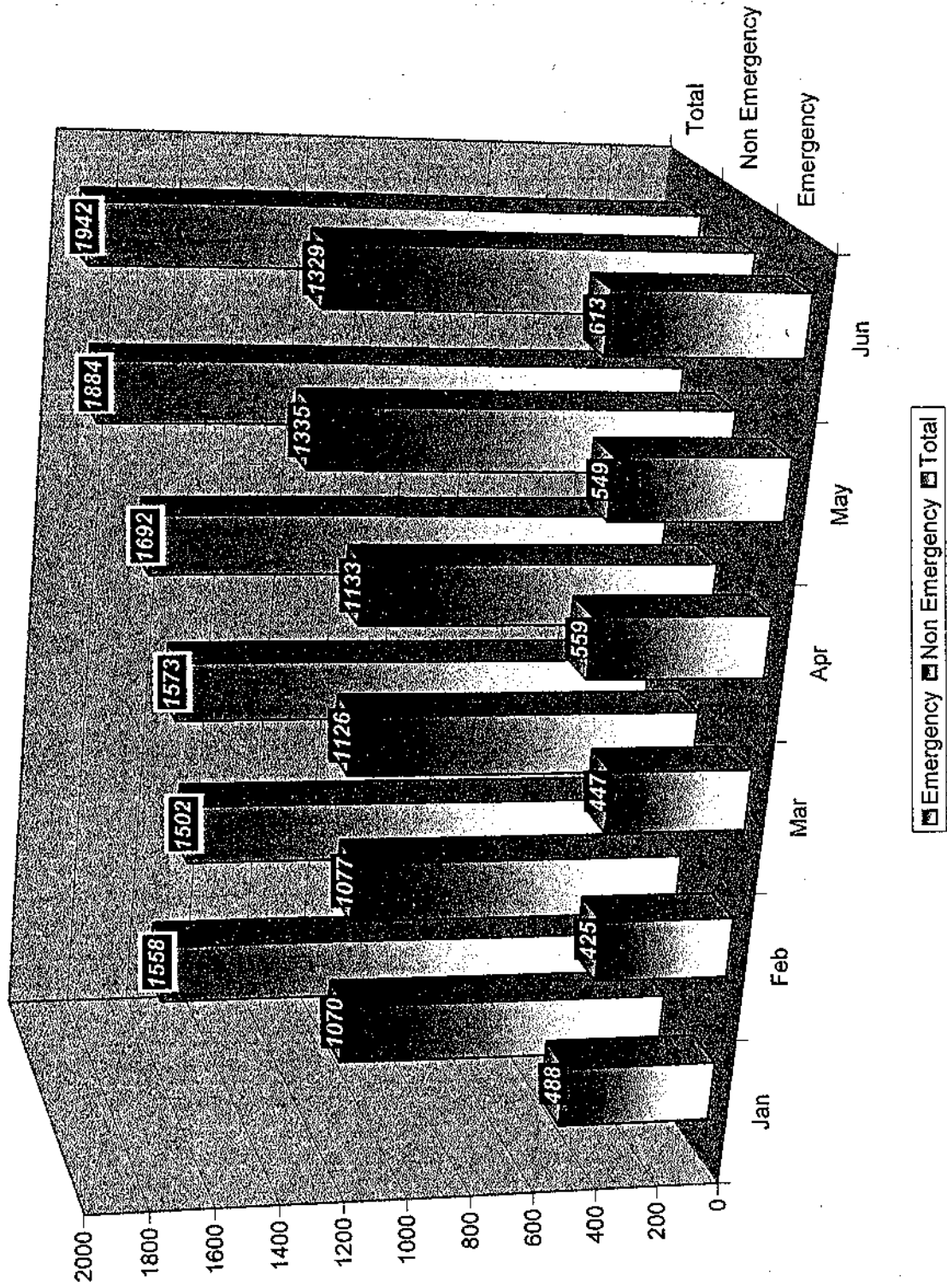
# Total CAD Response 2004



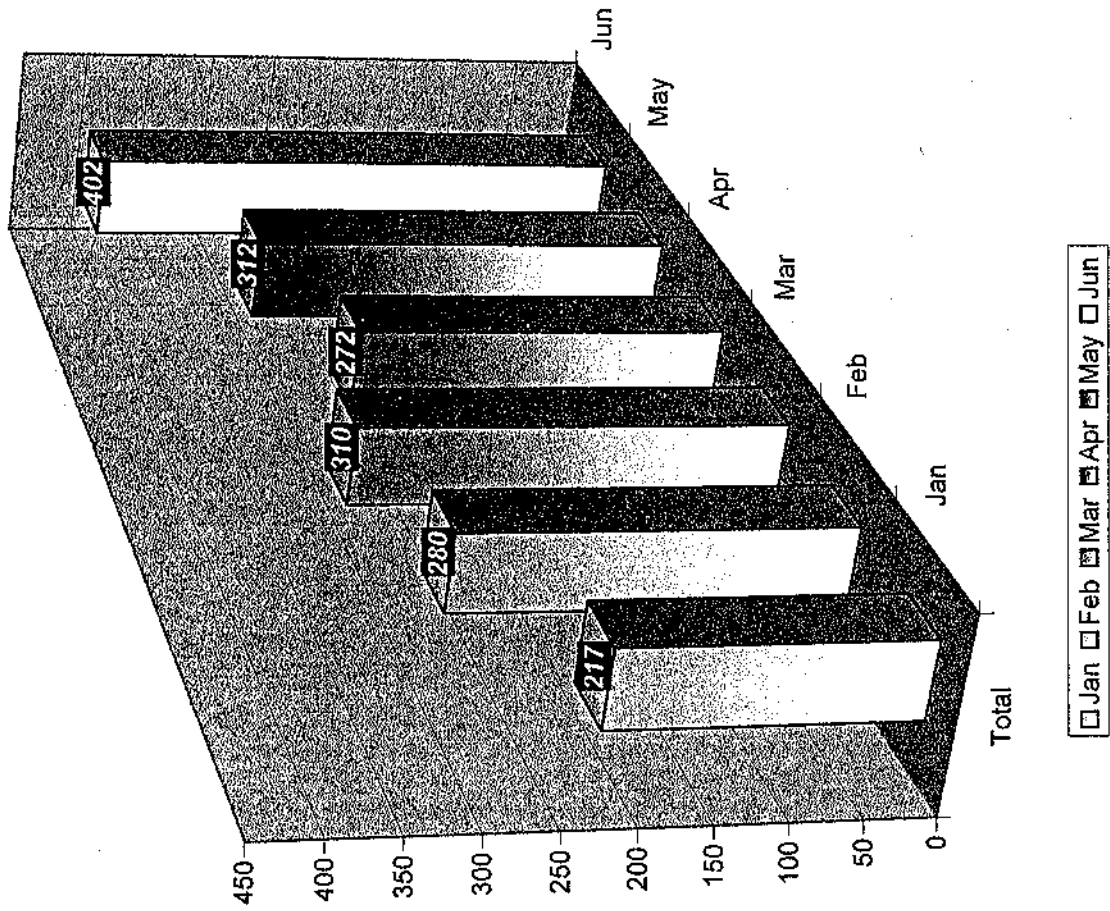
# Fire/EMS CAD Responses



Law Enforcement CAD Responses Jan to June 2004



### 9-1-1 Hang Up Calls



## Board Memo

**Date:** 7/7/2004  
**To:** Honorable Members of the ETSB  
**Cc:** File  
**From:** William Gamblin  
**RE:** Ring Time Ranges

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This report gives a view of how long it takes for the TC to pick up on telephone calls that come into the dispatch center.

When you dial a telephone number a ring tone occurs to let you know that the call is being placed, this ringing does not mean the called party is ringing but only that your call has been processed at the Central Office. After a short set up time the called party's telephone in this case the 9-1-1 dispatcher's, begins to ring. This, set up time varies from 2 to 6 seconds. Once the connection is made between the caller and the called party (the 9-1-1 center) the called party's telephone rings at a rate of 10 rings per minute or one ring every 6 seconds.

Our time range report begins with the first ring of the telephone so to read the report look at the 0 to 5 second range. The phone has rung once and the clock starts. The next ring will be in 6 seconds and the next within 12 seconds then 18 seconds then 24 seconds then 30 seconds, adding in this progression until the call is answered.

So, a call answered before 6 seconds was picked up before the second ring occurs, if picked up by the 10 second mark means that it was answered before the third ring, and so on using 6 second intervals between rings.

The national standard is to answer 90% of the calls by the third ring or 18 seconds and as you can see our system is answering them at a rate of 99.9% of the time with 10 seconds and 98.8% of the time before the second ring putting us above standards.

Respectfully submitted



William Gamblin

**June 2004 Monthly Ring Time Ranges**

Requested period:  
 From: 01-Jun-2004 00:00:00  
 Until: 30-Jun-2004 23:59:59

County ETSB  
 run: 06-Jul-2004 12:09:25  
 operator: William H. Gamblin  
 for info here...

Report template: Monthly Ringing Time Ranges  
 Analyzing subject type: Position Group entity: All

Call Count per Range

	Total	0 to 5 sec	6 to 10 sec	11 to 15 sec	16 to 20 sec	21 to 25 sec	26 to 30 sec
911 Incoming	4933	4872 (98.8%)	54 (1.1%)	6 (0.1%)	1 (0.0%)	0 (0.0%)	0 (0.0%)
Adm Incoming	10506	10167 (96.8%)	268 (2.6%)	54 (0.5%)	12 (0.1%)	4 (0.0%)	1 (0.0%)
<b>Total</b>	<b>15439</b>	<b>15039 (97.4%)</b>	<b>322 (2.1%)</b>	<b>60 (0.4%)</b>	<b>13 (0.1%)</b>	<b>4 (0.0%)</b>	<b>1 (0.0%)</b>



McLean County ETSB

Report run: 06-Jul-2004 11:54:40

Run by operator: William H. Gamblin

Add more info here...

### June 2004 Monthly Call Counts and Average Times

Report template: Monthly Call Count and Average Time

Analyzing subject type: Position Group entity: All

Requested period:

From: 01-Jun-2004 00:00:00

Until: 30-Jun-2004 23:59:59

### Jun-2004

	<u>Calls</u>	<u>Average Ringing</u> (seconds)	<u>Average Call Duration</u> (seconds)	<u>Average Hold Time</u> (seconds)	<u>Total Holds</u> (count)
911 Incoming	4933	0	92	51	65
Call Back In Service	40	---	35	0	0
Adm Incoming	10506	1	74	30	1423
Adm Outgoing	4633	---	46	58	36
<b>Total</b>	<b>20112</b>				<b>1524</b>

## Board Memo

**Date:** 7/7/2004  
**To:** Honorable Members of the ETSB  
**Cc:** File  
**From:** William Gamblin  
**RE:** Incoming Calls By Type

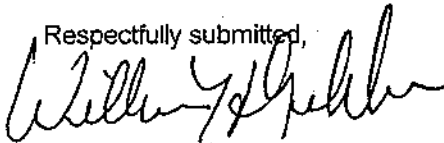
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This report gives us the monthly totals for calls placed to the 9-1-1 center by type. This is broken down by wire line, wireless, TTY, and abandon calls. While the first two categories are familiar the third column or the TTY, Telecommunications device for the Deaf, allows the TC to type printed messages back and forth to individuals who are unable to speak and/or hear, is less well know. The report gives us a total on these calls to ensure that the reporting we are required to do to the ICC and the U.S. Department of Justice is complete and factual.

The last column , Abandoned calls are different that hang up calls in that hang up calls are created when the TC answers a 9-1-1 caller and the caller hangs up for whatever reason while an abandon call occurs when the caller hangs up before the TC can answer the call. Abandoned calls may be wire line, wireless, or TTY with most of them being wireless calls.

When looking at this report and comparing it to the "Time Range Report" we can see that the numbers of abandoned calls are low in percentage to the number of calls handled and not due to the fact that the TC are not answering calls in a timely manner. Some systems see abandon call totals as high as 15% to 20%.

Respectfully submitted,



William Gamblin

WHG

### June 2004 Incoming Calls by Type

Report template: Daily Incoming Call Types

Analyzing subject type: Position Group entity: All

Requested period:

From: 01-Jun-2004 00:00:00

Until: 30-Jun-2004 23:59:59

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
01-Jun-2004	295	212 (71.9%)	83 (28.1%)	76 (91.6%)	7 (8.4%)	0 (0.0%)	9 (10.8%)
02-Jun-2004	365	269 (73.7%)	96 (26.3%)	87 (90.6%)	9 (9.4%)	0 (0.0%)	2 (2.1%)
03-Jun-2004	0	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
04-Jun-2004	0	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
05-Jun-2004	0	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
06-Jun-2004	0	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
07-Jun-2004	259	182 (70.3%)	77 (29.7%)	73 (94.8%)	4 (5.2%)	0 (0.0%)	5 (6.5%)
08-Jun-2004	609	411 (67.5%)	198 (32.5%)	182 (91.9%)	16 (8.1%)	0 (0.0%)	10 (5.1%)
09-Jun-2004	562	392 (69.8%)	170 (30.2%)	155 (91.2%)	15 (8.8%)	0 (0.0%)	12 (7.1%)
10-Jun-2004	634	434 (68.5%)	200 (31.5%)	178 (89.0%)	22 (11.0%)	0 (0.0%)	7 (3.5%)
11-Jun-2004	640	446 (69.7%)	194 (30.3%)	179 (92.3%)	15 (7.7%)	0 (0.0%)	4 (2.1%)
12-Jun-2004	636	393 (61.8%)	243 (38.2%)	220 (90.5%)	23 (9.5%)	0 (0.0%)	16 (6.6%)
13-Jun-2004	609	400 (65.7%)	209 (34.3%)	196 (93.8%)	13 (6.2%)	0 (0.0%)	6 (2.9%)
14-Jun-2004	617	443 (71.8%)	174 (28.2%)	165 (94.8%)	9 (5.2%)	0 (0.0%)	9 (5.2%)
15-Jun-2004	608	422 (69.4%)	186 (30.6%)	170 (91.4%)	16 (8.6%)	2 (1.1%)	8 (4.3%)
16-Jun-2004	677	448 (66.2%)	229 (33.8%)	212 (92.6%)	17 (7.4%)	0 (0.0%)	13 (5.7%)
17-Jun-2004	629	443 (70.4%)	186 (29.6%)	163 (87.6%)	23 (12.4%)	2 (1.1%)	4 (2.2%)
18-Jun-2004	700	464 (66.3%)	236 (33.7%)	211 (89.4%)	25 (10.6%)	0 (0.0%)	6 (2.5%)
19-Jun-2004	615	421 (68.5%)	194 (31.5%)	174 (89.7%)	20 (10.3%)	0 (0.0%)	7 (3.6%)
20-Jun-2004	508	338 (66.5%)	170 (33.5%)	154 (90.6%)	16 (9.4%)	0 (0.0%)	3 (1.8%)
21-Jun-2004	602	368 (61.1%)	234 (38.9%)	160 (68.4%)	74 (31.6%)	0 (0.0%)	8 (3.4%)
22-Jun-2004	682	495 (72.6%)	187 (27.4%)	167 (89.3%)	20 (10.7%)	0 (0.0%)	11 (5.9%)
23-Jun-2004	582	398 (68.4%)	184 (31.6%)	158 (85.9%)	26 (14.1%)	0 (0.0%)	9 (4.9%)
24-Jun-2004	569	381 (67.0%)	188 (33.0%)	175 (93.1%)	13 (6.9%)	0 (0.0%)	7 (3.7%)
25-Jun-2004	730	491 (67.3%)	239 (32.7%)	219 (91.6%)	20 (8.4%)	0 (0.0%)	7 (2.9%)
26-Jun-2004	817	541 (66.2%)	276 (33.8%)	271 (98.2%)	5 (1.8%)	0 (0.0%)	11 (4.0%)
27-Jun-2004	527	355 (67.4%)	172 (32.6%)	163 (94.8%)	9 (5.2%)	0 (0.0%)	3 (1.7%)
28-Jun-2004	577	404 (70.0%)	173 (30.0%)	158 (91.3%)	15 (8.7%)	0 (0.0%)	10 (5.8%)

**June 2004 Monthly Incoming Calls by Type**

Requested period:  
 From: 01-Jun-2004 00:00:00  
 Until: 30-Jun-2004 23:59:59

McLean County ETSB  
 Report run: 06-Jul-2004 12:02:27  
 Run by operator: William H. Gamblin  
 Add more info here...

Report template: Monthly Incoming Call Types  
 Analyzing subject type: Position Group entity: All

	<u>Total Calls</u>	<u>Wireline</u>	<u>Wireless</u>	<u>TTY</u>	<u>Abandoned</u>
911 Incoming	4933	4466 (90.5%)	467 (9.5%)	5 (0.1%)	211 (4.3%)
Adm Incoming	10506	---	---	---	---
<b>Total</b>	<b>15439</b>				

*Monthly Activities Report and Update*  
*Report Number Two July 22, 2004*

Item 1            Reverse 911

The State of Illinois has approved the funds to purchase Reverse 9-1-1. Sheriff Owens and Chief Ranney, as co chairs of the Region 18 Terror Task Force will be meeting with me to provide a package to send forward to bid the service. Also, final numbers will be available for the ETSB. I will give a report to the board after we have that meeting.

Item 2            Woodford County 9-1-1

Nothing further to report since the ICC requested Woodford County modify their plan.

Item 3            Communications Grant

Nothing new has occurred since the last report.

Item 4            Wireless 9-1-1

We are now on line with wireless phase 2 with Nextel and if all goes well by the time this packet reaches you we will have tested and placed Sprint on Phase 2. August will see us test and bring on line US Cellular and other carries in the next several months. Still to test and activate are Verizon, A.T. &T., and Cingular.

Item 5            Bloomington PSAP Report

I am to meet with Bloomington and their architect's July 21, 2004.

Item 6            Verizon Tariff

No further development regarding the filing of the new wire line tariff.

Item 7            Statistical Reporting software

The system is up and running. The packet will display several new reports showing the activities of the 9-1-1 system. Other reports are being used by Metcom and ETSB staff to evaluate operations and will most likely be seen in the future as part of reports addressing specific issues. I am pleased with its performance, for example, after the tornados and storm of July 13 I was interviewed by the news media and asked how many calls we took during the storm. I was able to provide the information within about two minutes.

## Board Memo

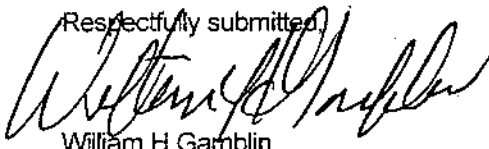
**Date:** 7/13/2004  
**To:** Honorable Members of the ETSB  
**Cc:** File  
**From:** William Gamblin  
**RE:** Wireless Surcharge

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At the May meeting I advised the board that the governor was attempting to take funds from the wireless surcharge fund to help balance the state budget. At that time we contacted the governor's office and registered our complaint. We thought that we had convinced the state not to take funds but the governor was able to use the 2004 budget act to sweep all funds included ear marked funds of up to 8% and if they are declared excess ( no clue as to who makes that definition) funds he can take up to 25%.

We have asked the legislature to not allow this to occur in the 2005 budget process. Time will tell.

Respectfully submitted,



William H Gamblin

WHG

**STATE OF ILLINOIS  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF PUBLIC AID  
AND  
MCLEAN COUNTY, CLERK OF THE CIRCUIT COURT  
AGREEMENT No. 2005-55-007**

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the (Department), and the McLean County, Clerk of the Circuit Court, hereinafter referred to as the (Circuit Clerk), in consideration of the mutual covenants contained herein, agree as follows:

**Whereas**, the Department administers the Child Support Enforcement Program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**Whereas**, the Department requires the participating downstate Illinois Circuit Court Clerks to support and maintain the KIDS System; and

**Whereas**, the Circuit Clerk desires to provide these services under the terms and conditions of this Agreement;

**Now Therefore**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I - DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1. "Child Support Enforcement Program" means the program administered by the Department under **Article X** of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2. The term IV-D is defined as set forth in 89 Illinois Administrative Code 160.10(a). This Intergovernmental Agreement (Agreement) applies to IV-D matters only unless otherwise specifically provided.
- 1.3. The term "KIDS" is defined as the Department's successor child support enforcement computer system (Key Information Delivery System).

- 1.4. The term "all parties" and "the parties" refer to the Department, the Circuit Clerk, and the Chief Judge.
- 1.5. The term "SDU" refers to the State Disbursement Unit.
- 1.6. The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Enforcement's CFDA Number is 93.563.

## **ARTICLE II - TERM AND SCOPE**

- 2.1. **Term.** This Agreement shall be effective on July 1, 2004, and shall continue through June 30, 2005, unless the Agreement is otherwise terminated as set forth in **Article III.**
- 2.2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and agreement amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
- 2.3. **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department's Administrative Rules and any documents expressly incorporated herein shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, that there exists no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## **ARTICLE III - TERMINATION**

- 3.1. **Availability of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the Circuit Clerk notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. The Circuit Clerk's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.



- 3.2. **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this agreement may be terminated by either party upon thirty (30) days' written notice to the other party. If the Department elects to terminate, the Circuit Clerk shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3. **Termination For Cause.** In the event of a party's failure to comply with a term of this Agreement, the other party will provide notice of the breach. If such breach is not cured to the notifying party's satisfaction within thirty (30) days after such notice, or within such time as specified in the notice, the notifying party may proceed to termination by serving a notice of termination upon the other party, which shall immediately terminate this Agreement.
- 3.4. **Notice of Change in Circumstances.** In the event the Circuit Clerk becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Circuit Clerk's ability to perform under this Agreement, the Circuit Clerk will immediately notify the Department in writing.
- 3.5. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6. **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7. **Other Termination Rights.** This Agreement may be terminated as set forth in Section 3.2 or 3.3 in the event of the following:
- A. Failure of the Circuit Clerk to maintain the representations, warranties and certifications set forth in this Agreement.
  - B. Any case or proceeding is commenced by or against a party seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
  - C. Material misrepresentation or falsification of any information provided by a party in the course of dealings between the parties.

- D. A party takes any action to dissolve, merge, or liquidate.
- E. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

#### **ARTICLE IV - AGREEMENT MANAGEMENT AND NOTICES**

4.1. **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between the Circuit Clerk and various administrative units within the Department. All communications from the Circuit Clerk to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth in **Section 4.2.** Nothing in this section shall be construed to prevent the Department's counsel from contacting the Circuit Clerk or Circuit Clerk's counsel.

4.2. **Notices.**

- A. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Department: Barry S. Maram, Director  
Illinois Department of Public Aid  
201 South Grand Avenue East  
Springfield, Illinois 62763

Circuit Clerk: The Honorable Sandra K. Parker  
Clerk of the Circuit Court  
McLean County  
104 West Front Street, Room 404  
Bloomington, Illinois 61702

Remittance Address: MCLEAN County TREASURER  
P.O. BOX 2400  
BLOOMINGTON IL 61702-2400

- B. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Lee Caruso, Administrative Assistant  
Division of Child Support Enforcement  
Contract Management and Monitoring  
Telephone: (217) 782-8921  
Fax: (217) 524-4608

Circuit Clerk: The Honorable Sandra K. Parker  
Telephone: (309) 888-5306  
Fax: (309) 888-5304

#### **ARTICLE V - CIRCUIT CLERK RIGHTS AND RESPONSIBILITIES**

##### **5.1. Performance of Services and Duties.**

- A. The Circuit Clerk shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies, including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. The Circuit Clerk shall be provided copies of such upon the Circuit Clerk's written request.
- B. The Circuit Clerk shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event the Department determines that any individual performing services for the Circuit Clerk hereunder is not providing such skilled services, the Department shall promptly so notify the Circuit Clerk of specific deficiencies and the Circuit Clerk shall promptly correct those deficiencies.

##### **5.2. Consultation and Performance Reviews.**

- A. The Circuit Clerk shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- B. The Department may conduct a post performance review of the Circuit Clerk's performance under the Agreement. The Circuit Clerk shall cooperate with the

Department in this review, which may require the Circuit Clerk to provide records of Circuit Clerk's performance, including expense information.

5.3. Circuit Clerk's Duties. The Circuit Clerk shall:

- A. Provide initial and ongoing training to newly assigned and existing Circuit Clerk staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, KIDS, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The Circuit Clerk will provide to the Department a current copy, if any, of all training packets and modules.
- B. Submit monthly reports (see attached examples) and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation and mutual agreement with the Circuit Clerk, and any report required by the Federal Office of Child Support Enforcement.
- C. Obtain authorization for access to information available through the Department's computer systems and to ensure that all computer security requirements of the Department are strictly followed.
- D. Use all reasonable diligence in performing the duties undertaken in this Agreement.
- E. Provide any and all information concerning child support payment data to the SDU. Such data will include, without limitation, the payment amount, date of payment withholding by employer (if furnished by employer), date of payment receipt by the Circuit Clerk, IV-D case number, RIN number (when available), court case number, name of the custodial parent, and name of the non-custodial parent.
- F. Accept from the Department, in a time and manner mutually agreed between the Department and the Circuit Clerk, all information regarding IV-D child support payments received directly by the Department, including the date, amount, and source of any such payment.
- G. Submit reports for financial reimbursement in accordance with the terms and conditions set forth in **Article VII, Item 7.1(A)** of this Agreement.
- H. Not modify the Department's hardware or software without the Department's prior written approval.

- I. Obtain prior written approval from the Department before modifying any of the Circuit Clerk's hardware or software which would affect the Department's linkage or data exchange.
- J. Provide access to the Department for use in data comparisons.
- K. Perform and comply with the duties set forth in **Exhibit 1**, attached hereto and made a part hereof.
- L. Provide to the Department, by mail, telefacsimile or other mutually acceptable manner, copies of support orders, paternity orders, payment ledgers, docket sheets, and other court records requested by the Department.
- M. Be responsible for obtaining hardware and software maintenance agreements, excluding the SDU PC, printer, hardware and software, for all equipment purchased under this or any Agreement between the parties.
- N. Be connected to the IDPA KIDS system via an IDPA provided Child Support data circuit installed to the County facility. The Circuit Clerk's Office will work with IDPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by IDPA and the State of Illinois that allow more cost effective connectivity solutions, the Circuit Clerk's Office will work with IDPA technical staff to allow these solutions to be used for IDPA provided connections at the Circuit Clerk's Office.

5.4. **Background Checks.** The Circuit Clerk reserves the right to conduct background checks of the Department's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Circuit Clerk facilities to determine their suitability for performing this Agreement. If the Circuit Clerk finds such officer, employee or agent to be unsuitable, the Circuit Clerk reserves the right to require the Department to provide a suitable replacement immediately.

#### **ARTICLE VI - DEPARTMENT RIGHTS AND RESPONSIBILITIES**

6.1. **Payment to Circuit Clerk.** The Department shall pay the Circuit Clerk for the performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses not included in **Exhibit 1**.

6.2. **Background Checks.** The Department reserves the right to conduct background checks of the Circuit Clerk's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require the Circuit Clerk to provide a suitable replacement immediately.

6.3. **Department's Duties.** The Department shall:

- A. Furnish the Circuit Clerk, in a time and manner mutually agreed between the Department and the Circuit Clerk, all appropriate information regarding IV-D child support payments received directly by the Department and the SDU, for posting by the Circuit Clerk to the Circuit Clerk's child support payment accounts. Such payments include those received from the Internal Revenue Service, State Comptroller, Department of Employment Security, and the IV-D agencies of states other than Illinois.
- B. Provide training to staff of the Circuit Clerk regarding the support term and payment entry functions and such other information regarding KIDS that is mutually agreed. Training shall include, without limitation, hardware operation, software utilization, management of information to be sent and received, and other technical assistance, all as mutually agreed by the parties.
- C. Monitor performance in conjunction with the Circuit Clerk, to ensure effective implementation of the provisions of this Agreement.
- D. Ensure that all computer security requirements of the Circuit Clerk are strictly followed.
- E. Continue to provide participant, case and financial data linkage between the SDU, Circuit Clerk and KIDS via SDU interface, including continuing to work toward real-time transmission of data.
- F. Respond to a written request for modification of hardware or software within thirty (30) business days after receipt of the Circuit Clerk's written request for modification.

6.4. **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:

- A. Title IV-D of the Social Security Act, 42 USC Part 651 *et seq.*
- B. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- C. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support obligations in IV-D cases appearing in Title 89 Illinois Administrative Code, the Manual on Record keeping as provided by administrative order of the Supreme Court, and the Supreme Court Rules of Illinois.
- D. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement (OSCE). In the event the Circuit Clerk's duties increase as a result of directives from the OCSE, this Agreement and **Exhibit 1** are subject to amendment pursuant to **Article VIII**, of this Agreement.

## **ARTICLE VII - BILLING AND PAYMENT**

### 7.1. **Billing.**

- A. Monthly reimbursements payable to the Circuit Clerk are conditional upon the timely receipt of expenditure reports by the Department as described in this Section and in **Section 3.1**, and upon the availability of Federal and State funds.
- B. The Circuit Clerk will submit to the Department reports of actual expenditures ten (10) business days following the month of such expenditures. The Department will authorize payment to the Circuit Clerk within thirty (30) business days after receipt of complete, accurate and valid expenditure reports with appropriate documentation in order to facilitate payment to the Circuit Clerk within sixty (60) business days. Reports shall be mailed or faxed to:

Illinois Department of Public Aid  
 Division of Finance  
 Expenditure Processing and Reconciliation Unit  
 509 South Sixth Street, Fifth Floor  
 Springfield, Illinois 62701  
 Facsimile: (217) 785-1580

- C. The Circuit Clerk agrees to maintain and submit to the Department records, including but not limited to payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by the Circuit Clerk staff and the purpose for which any non-personnel funds were expended under this

Agreement. For purposes of amounts reimbursable under this Section, only those expenses or portions thereof stated in **Exhibit 1** are reimbursable under this Agreement. For non-personnel items, the Circuit Clerk agrees to provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.

7.2. **Payment.**

- A. The parties agree that funding for the implementation of this Agreement shall be from both Federal and State funds obtained by and payable through the Department.
- B. The Department will arrange for Federal funding during the period covered by this Agreement, in accordance with existing Federal regulations, to reimburse the Circuit Clerk for direct and indirect costs, subject to Federal Financial Participation (FFP), incurred by the Circuit Clerk in performing the duties undertaken in this Agreement, estimated at **\$23,725.68**. Such Federally funded reimbursement shall be at the approved FFP percentage rate or rates in effect for the period covered by this Agreement. The initial payment(s) will be delayed until this Agreement is on file with the Illinois Office of the Comptroller.
- C. The Department will arrange for State funding, to reimburse the Circuit Clerk the balance of all actual costs claimed, estimated at **\$12,222.32**, subject to FFP, which remain unreimbursed under this Section.
- D. The Department agrees to arrange for funding, to reimburse the Circuit Clerk in performing the IV-D duties undertaken in implementing this Agreement. Such costs are denoted in the budget incorporated into this Agreement as **Exhibit 1**. The maximum amount payable under this Agreement shall not exceed **\$35,948.00**.
- E. All funds under the terms of this Agreement are to be used for the express purpose of Child Support Enforcement efforts.
- F. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the Circuit Clerk. The Department will reimburse the Circuit Clerk for any underpayment of such finally determined costs, and the Circuit Clerk will reimburse the Department for any overpayment under this Section, within sixty (60) business days after such determination.



- G. Payments made by the Department pursuant to this Section, shall constitute full payment owed to the Circuit Clerk by the Department under Federal or State law for the duties performed by the Circuit Clerk under this Agreement. The Circuit Clerk will not seek any additional payment from the Department for the performance of these duties.
  - H. The Circuit Clerk will be solely responsible and liable for all expenditure disallowances resulting from an audit by the Federal Office of Child Support Enforcement or by the Department. The Circuit Clerk will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the Circuit Clerk timely notice of any such disallowances and an opportunity to rebut any question of the Circuit Clerk's liability. The Circuit Clerk, however, shall not be held liable for any disallowances concerning expenditures the Circuit Clerk undertook at the request of, or with the written approval of, the Department.
  - I. The Circuit Clerk agrees that all Title IV-D funds held by the Circuit Clerk (not including reimbursements for expenditures previously made by the Circuit Clerk) must be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money must be identified and deducted from actual expenditures reported to the Department each month.
  - J. All expenditure reports and revisions to expenditure reports for the period July 1, 2004, through June 30, 2005, must be received by the Department no later than August 10, 2005, in order to ensure payment under this Agreement. Failure by the Circuit Clerk to present such reports prior to the August 10, 2005, deadline may require the Circuit Clerk to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
  - K. The Circuit Clerk will be solely responsible and liable for all expenditures associated with providing security for Circuit Clerk Offices and premises and such expenses will not be paid from funds received through this Agreement.
  - L. The Budget shown on **Exhibit 1** results from certain assumptions regarding the Circuit Clerk cost rates. Should actual rates vary from the assumptions, the Department and the Circuit Clerk may negotiate an amended budget.
- 7.3. **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the Circuit Clerk to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the Circuit Clerk until such Federal funds are released to the State, at which time the Department will release to the Circuit Clerk the equivalent withheld funds.

- 7.4. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the Circuit Clerk of any such corrections.
- 7.5. **Travel.** Payment for travel expenses will be made by the Department under this Agreement subject to the rules promulgated by the Illinois Travel Control Council and approved by the Governor's Travel Control Board.

## **ARTICLE VIII - GENERAL TERMS**

- 8.1. **Agreement to Obey All Laws.** The Circuit Clerk shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, Circuit Clerk and local governmental agencies which in any manner affect the terms of this Agreement.
- 8.2. **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 8.3. **Amendments Necessary for Statutory or Regulatory Compliance.** The Circuit Clerk shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department or the Circuit Clerk may terminate this Agreement.
- 8.4. **Assignment and Subcontracting.** Assignment, subcontracting, or transfer of all or part of the interests of the Circuit Clerk in the work covered by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to the Circuit Clerk to assign, subcontract or transfer all or part of the interests of the Circuit Clerk in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Circuit Clerk is hereby bound and obligated.
- B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the Circuit Clerk, including, but not limited to, certifications and disclosures.

- C. Where the Circuit Clerk is providing professional services, and the Department has consented to the use of subcontractors, the Circuit Clerk shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- D. After notice to the Circuit Clerk, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.

8.5. **Equipment and Inventory.**

A. **Equipment.**

- 1. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the Circuit Clerk shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the Circuit Clerk to perform its duties under this Agreement.
- 2. Where the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the Circuit Clerk subsequently elects not to renew the Agreement or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the Circuit Clerk may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the Circuit Clerk, documents shall be provided to the Circuit Clerk transferring ownership to the Circuit Clerk.

B. **Inventory.**

- 1. The Circuit Clerk shall review, verify, sign and note any discrepancies on inventory lists submitted by the Department of Electronic Data Processing (EDP) and Non-EDP equipment and for other equipment purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. The Circuit Clerk shall submit inventory reports no later than 30 calendar days after receipt to the Department as per instructions provided with these reports.

2. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the Circuit Clerk agrees to cooperate.

8.6. Audits and Records.

A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including the Department and its representatives, including, but not limited to, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal Auditors and the Illinois Auditor General, and the Circuit Clerk agrees to cooperate fully with any such review or audit. Upon reasonable notice, the Circuit Clerk shall provide during normal business hours, full and complete access to the relevant portions of the Circuit Clerk's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the Circuit Clerk, the Department shall adjust future or final payments otherwise due to the Circuit Clerk. If no payments are due and owing to the Circuit Clerk, or if the overpayment(s) exceed the amount otherwise due to the Circuit Clerk, the Circuit Clerk shall refund all amounts which may be due to the Department within thirty (30) days after the Department provides notice of the overpayment to the Circuit Clerk.

B. Retention of Records.

Generally. The Circuit Clerk shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The Circuit Clerk shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article, **Article VII, Item 7.1 (C)**, shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

C. The Circuit Clerk shall comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) concerning single audits. Local Governments that expend

\$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report, if required, should be completed within nine (9) months following the end of the Circuit Clerk's fiscal year. The Circuit Clerk must submit one (1) copy of any required audit within thirty (30) business days after receipt after the auditor's report. A copy of the auditor's report is to be sent to:

Illinois Department of Public Aid  
Office of the State Purchasing Officer  
Attn: Thomas Meirink  
201 South Grand Avenue East, 2<sup>nd</sup> Floor  
Springfield, Illinois 62702

- D. Prior written approval from the Department's Agreement Manager must be secured by the Circuit Clerk in order to receive reimbursement for the following:
1. The cost of new or additional leases or rental agreements for either real or personal property.
  2. The cost of any furniture and equipment of at least \$100.00 in unit cost requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within three (3) business days after receiving said request. All such purchases under the terms and funding of this Agreement will be inventoried and tagged as Department property. Should any claimed expenditures for Federal Financial Participation subsequently be disallowed the Circuit Clerk will reimburse the Department in the amount of any disallowance. If the Department has provided written approval and the claimed expenditure(s) is/are subsequently disallowed for Federal Financial Participation, the Department will absorb the disallowance. Any equipment purchased during the terms of that Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
  3. The cost of any seminar fees, conference fees and travel outside of the Circuit Clerk's county, subject to State travel regulations as provided in Section 7.5.

8.7. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois or in Cook County, Illinois. 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 Agreement.

8.8. **Confidentiality.**

A. **Proprietary Information.** Performance of the Agreement may require the Circuit Clerk to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment obtained in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement

B. **Confidentiality of Program Recipient Identification.** The Circuit Clerk shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the Circuit Clerk and the Circuit Clerk's employees, by the Circuit Clerk's corporate affiliates and their employees, and by any subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E.

8.9. **Disputes Between County and Other Parties.** Any dispute between the Circuit Clerk and any subcontractor or other party, shall be solely between such party or subcontractor and the Circuit Clerk, and the Department shall be held harmless by the Circuit Clerk.

8.10. **Employment Status.** The Circuit Clerk shall be an independent contractor for all purposes under this Agreement. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of the Department or of the State of Illinois and amounts paid pursuant to this Agreement do not constitute compensation

paid to an employee. Unless otherwise provided by law, the Circuit Clerk and the Circuit Clerk's principals, employees and subcontractors are not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) and are not entitled to any benefits provided to employees of the State under the Personnel Code and regulations or other laws of the State of Illinois. The Circuit Clerk shall be responsible for compliance with State and Federal income and Social Security tax requirements, to the extent applicable.

- 8.11. **Fraud and Abuse.** The Circuit Clerk shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as the Circuit Clerk learns of the suspected fraud and abuse or misconduct. The Circuit Clerk shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. The Circuit Clerk shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 8.12. **Gifts.** The Circuit Clerk and the Circuit Clerk's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous agreement with the Department involving duties or obligations related to this Agreement.
- 8.13. **Indemnification.**
- A. The Circuit Clerk assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of the Circuit Clerk or any employee, agent, or representative of the Circuit Clerk or the Circuit Clerk's subcontractors. The Circuit Clerk shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
  - B. Neither party shall be liable for incidental, special or consequential damages.
  - C. The Circuit Clerk further agrees to assume all risk of loss and to indemnify and

hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for the Circuit Clerk's failure to pay any subcontractor, either timely or at all, regardless of the reason.

- 8.14. **Media Relations and Public Information.** Subject to any disclosure obligations of the Department or the Circuit Clerk under applicable law, rule, or regulation, the parties will communicate with each other and discuss media inquiries, campaigns or initiatives involving matters subject to this Agreement. It is the intent of this provision that communication and discussion be prior to the dissemination of any public information, but where that cannot be reasonably accomplished, then the communication and discussion may be done within a reasonable time after the dissemination.
- 8.15. **Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Part 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, agreements, or any other activity. Circuit Clerk and Circuit Clerk's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The Circuit Clerk further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.16. **Non-solicitation of Employees.** The Circuit Clerk shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the Circuit Clerk solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The Circuit Clerk shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 8.17. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed specifically under this Agreement shall remain the exclusive property of the Department, except regarding court records as provided by law or Supreme Court rule. Subject to any disclosure obligations of the Circuit Clerk under applicable law, rule or regulation, there shall be no dissemination, publication or copyrighting of any work product or data



or of any writing based upon or prepared as a result of any work product or work performed specifically under this Agreement without prior written consent of the Department. The Circuit Clerk acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the Circuit Clerk may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed. The Department acknowledges that the Circuit Clerk may be developing INTEGRATED JUSTICE and other types of automation software that may be of benefit to the work to be performed under this Agreement but that those reports, written documents, computer programs, electronic data bases, electronic data processing documentation, source materials, work product, data or any writing based upon or prepared as a result of any work product or work performed are not being developed specifically under this Agreement and are not subject to the ownership of the Department.

8.18. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean business days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time, excluding State holidays;
- G. Use of the male gender (e.g., "he," "him," "his") shall be construed to include the female gender (e.g., "she," "her"), and vice versa;
- H. Words in the plural which should be singular by context shall be so read, and vice versa; and

- I. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public Aid or any successor agency or office charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

- 8.19. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, terms or condition shall be construed as though it did not exist and shall not affect the remaining provisions terms, or conditions of this Agreement.
- 8.20. **Sexual Harassment.** The Circuit Clerk shall comply with the provisions of 775 ILCS 5/2-105.
- 8.21. **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 8.22. **Federal Regulation Interpretation.** In the event that the Department and the Circuit Clerk have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation if received, will be adopted by the Department and the Circuit Clerk.

#### **ARTICLE IX - CONTRACTOR CERTIFICATIONS**

By signing this Agreement, the Circuit Clerk makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Circuit Clerk's failure to maintain these certifications and warranties.

- 9.1. **General Warranties of Circuit Clerk.** The Circuit Clerk certifies to the Department that:
  - A. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
  - B. The person executing this Agreement on behalf of the Circuit Clerk is duly authorized to execute the Agreement and bind the Circuit Clerk to all terms and conditions hereunder; and
  - C. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the Circuit Clerk will be

expeditiously corrected by the Circuit Clerk without additional charge to the Department.

D. Violation of any of these warranties by the Circuit Clerk shall subject this Agreement to automatic termination.

9.2. **Bribery.** The Circuit Clerk certifies that it is not barred from being awarded an Agreement or subcontract under Part 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

9.3. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The Circuit Clerk is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*, and has completed **Attachment A.**

9.4. **Conflict of Interest.** The Circuit Clerk certifies that it is not prohibited from contracting with the Department on any of the bases provided in Part 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The Circuit Clerk further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The Circuit Clerk shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.

9.5. **Drug Free Workplace.** The Circuit Clerk is in compliance with the requirements of 30 ILCS 580, and has completed **Attachment B.**

9.6. **Child Support.** The Circuit Clerk shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. The Circuit Clerk will not be considered out of compliance with the requirements of this Section if, upon request by the Department, the Circuit Clerk provides:

- A. Proof of payment of past due amounts in full;
- B. Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and the Circuit Clerk provides proof of the pendency of such proceedings; or
- C. Proof of entry into payment arrangements acceptable to the appropriate State agency.

- 9.7. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The Circuit Clerk has completed **Attachment C** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.8. **New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** The Circuit Clerk certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 9.9. **Nonparticipation in International Boycott.** The Circuit Clerk certifies that it does not nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 9.10. **Nonpayment of Dues or Fees.** The Circuit Clerk certifies that it pays neither dues nor fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the Circuit Clerk is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
- 9.11. **Nonsolicitation of Agreement.** The Circuit Clerk certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the Circuit Clerk, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Circuit Clerk, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the Circuit Clerk such commission, percentage, brokerage fee, gift or contingent fee.
- 9.12. **Prevailing Wages.** The Circuit Clerk shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.
- 9.13. **Revolving Door.** The Circuit Clerk is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.
- 9.14. **Year 2000 Compliance.** The Circuit Clerk, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, Circuit Clerk shall, at its sole expense and

without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

In **Witness Whereof**, the parties have hereby caused this Agreement to be executed on the dates shown below by their duly authorized representatives.

**MCLEAN COUNTY**

**DEPARTMENT OF PUBLIC AID**

By: \_\_\_\_\_  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Barry S. Maram, Director

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

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

By: \_\_\_\_\_  
Chief Judge

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

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF JUNE 2004  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
Adoption	19	AD	8	0	6	21	21
Arbitration	263	AR	59	10	118	214	363
Chancery	157	CH	23	0	17	163	200
Dissolution of Marriage	569	D	50	0	67	552	553
Eminent Domain	2	ED	0	0	0	2	1
Family	153	F	18	0	25	146	194
Law => \$50,000 - Jury	241	L	10	0	7	244	265
Law => \$50,000 - Non-Jury	129	L	8	0	5	132	141
Law = < \$50,000 - Jury	10	LM	0	1	0	11	16
Law = < \$50,000 - Non-Jury	137	LM	72	5	83	131	236
Municipal Corporation	1	MC	0	0	0	1	0
Mental Health	10	MH	14	0	13	11	9
Miscellaneous Remedy	149	MR	26	0	15	160	153
Order of Protection	10	OP	17	0	17	10	16
Probate	1,112	P	40	0	24	1,128	1,101
Small Claim	566	SC	295	38	348	551	642
Tax	10	TX	0	0	0	10	10
TOTAL CIVIL	3,538		640	54	745	3,487	3,921

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF JUNE 2004  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONTEMPT OF COURT	4	C.C.	7	7	0	2	9	3
CRIMINAL FELONY	789	CF	95	95	0	115	769	829
CRIMINAL MISDEMEANOR	937	CM	192	192	0	235	894	1,093
TOTAL CRIMINAL	1,730		294	294	0	352	1,672	1,925

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF JUNE 2004  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
JUVENILE	34	J	0	0	1	2	33	44
JUVENILE ABUSE & NEGLECT	239	JA	26	26	0	7	258	189
JUVENILE DELINQUENT	119	JD	22	22	7	38	110	90
TOTAL JUVENILE	392		48	48	8	47	401	323



REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF JUNE 2004  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONSERVATION VIOLATION	16	CV	6	0	7	15	22
DRIVING UNDER THE INFLUENCE	443	DT	69	0	59	453	424
ORDINANCE VIOLATION	916	OV	174	0	168	922	793
TRAFFIC VIOLATION	15,269	TR	3,687	29	3,318	15,667	21,505
TOTALS:	16,644		3,936	29	3,552	17,057	22,744

**REPORT NO. E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE MONTH OF JUNE 2004**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

CASE NUMBER	FILING DATE	DATE OF VERDICT
04 TR 6835	3/31/04	6/15/04
04 CF 285	3/22/04	6/8/04
03 CF 358	4/11/03	6/8/04
03 CF 1054	10/24/03	6/9/04
03 CF 1084	11/3/03	6/10/04
04 CM 260	2/9/04	6/15/04
03 CM 1904	11/20/03	6/15/04
03 CM 2080	12/16/03	6/16/04
04 CF 284	3/22/04	6/22/04
03 CF 1044	10/20/03	6/22/04
04 CF 320	3/26/04	6/24/04

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE MONTH OF JUNE 2004**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

NOLLE	NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF	
	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER <sup>(2)</sup>	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL		JURY TRIAL
					BENCH TRIAL	JURY TRIAL				
20	0	10	0	0	0	1	83	1	0	115

5 (1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*1 Case was NOT GUILTY for reason of insanity  
 1 Case was let on pending that was term in August

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>  
THROUGH THE MONTH OF JUNE 2004  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
						BENCH TRIAL	JURY TRIAL				
JAN	15	0	1	0	1*	0	1	78	1	1	98
FEB	17	0	5	0	0	0	3	72	3	2	102
MAR	11	0	5	0	1	1	0	91	0	3	112
APR	25	0	10	0	0	0	0	98	1	6	140
MAY	24	0	8	1	0	0	1	72	1	0	107
JUNE	20	0	10	0	0	0	1	83	1	0	115
JULY											
AUG											
SEPT											
OCT											
NOV											
DEC											
TOTAL	112	0	39	1	2*	1	6	494	7	12	674

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE MONTH OF JUNE 2004**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 84  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	1	6	8	9	11	35
4. PROBATION	0	0	3	9	8	26	46
5. OTHER	0	0	0	0	0	3	3
<b>TOTALS:</b>	<b>0</b>	<b>1</b>	<b>9</b>	<b>17</b>	<b>17</b>	<b>40</b>	<b>84</b>

\* Conditional Discharge

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF JUNE 2004  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	0	1	1
FAMILY (OP)	9	0	3
CRIMINAL	2	1	3
<b>TOTAL:</b>	11	2	7

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE 2ND QUARTER 2004  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
Adoption	28	AD	16	0	23	21	21
Arbitration	271	AR	157	34	248	214	363
Chancery	173	CH	58	0	68	163	200
Dissolution of Marriage	574	D	152	0	174	552	553
Eminent Domain	3	ED	0	0	1	2	1
Family	194	F	65	0	113	146	194
Law => \$50,000 - Jury	270	L	24	0	50	244	265
Law = > \$50,000 - Non-Jury	152	L	20	0	40	132	141
Law = < \$50,000 - Jury	10	LM	0	2	1	11	16
Law = < \$50,000 - Non-Jury	126	LM	219	16	230	131	236
Municipal Corporation	1	MC	0	0	0	1	0
Mental Health	10	MH	24	0	23	11	9
Miscellaneous Remedy	151	MR	64	0	55	160	153
Order of Protection	15	OP	43	0	48	10	16
Probate	1,104	P	108	0	84	1,128	1,101
Small Claim	504	SC	706	117	776	551	642
Tax	10	TX	0	0	0	10	10
<b>TOTAL CIVIL</b>	<b>3,596</b>		<b>1,656</b>	<b>169</b>	<b>1,934</b>	<b>3,487</b>	<b>3,921</b>

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES DURING THE 2ND QUARTER 2004  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONTEMPT OF COURT	9	C.C.	10	10	0	10	9	3
CRIMINAL FELONY	872	CF	255	255	4	362	769	829
CRIMINAL MISDEMEANOR	1,006	CM	508	508	0	620	894	1,093
TOTAL CRIMINAL	1,887		773	773	4	992	1672	1,925



REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE 2ND QUARTER 2004  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
JUVENILE	33	J	9	9	1	10	33	44
JUVENILE ABUSE & NEGLECT	228	JA	59	59	1	30	258	189
JUVENILE DELINQUENT	115	JD	44	44	29	78	110	90
TOTAL JUVENILE	376		112	112	31	118	401	323

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE 2ND QUARTER 2004  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONSERVATION VIOLATION	12	CV	22	0	19	15	22
DRIVING UNDER THE INFLUENCE	423	DT	223	0	193	453	424
ORDINANCE VIOLATION	925	OV	550	0	553	922	793
TRAFFIC VIOLATION	15,358	TR	9,439	102	9,232	15,667	21,505
TOTALS:	16,718		10,234	102	9,997	17,057	22,744

REPORT NO. E  
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT  
IN ALL CATEGORIES  
DURING THE 2<sup>ND</sup> QUARTER OF 2004  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
02 AR 609	8/22/02	4/16/04
03 CM 2063	12/15/03	4/13/04
03 CM 2039	12/12/03	4/13/04
03 CM 1965	12/3/03	4/15/04
04 TR 591	1/12/04	4/12/04
04 TR 4497	3/1/04	5/10/04
04 TR 5183	3/9/04	5/11/04
03 DT 455	7/28/03	5/12/04
02 L 126	8/5/02	5/5/04
02 L 18	1/28/03	5/20/04
03 CF 38	1/13/03	5/6/04
03 CM 637	5/5/03	5/10/04
03 CM 1115	7/21/03	5/11/04
03 CF 453	5/9/03	5/12/04
04 CM 144	1/21/04	5/12/04
04 CM 41	1/6/04	5/13/04
03 CF 717	7/31/03	5/19/04
03 CF 842	9/2/03	5/19/04
04 TR 6835	3/31/04	6/15/04
04 CF 285	3/22/04	6/8/04
03 CF 358	4/11/03	6/8/04
03 CF 1054	10/24/03	6/9/04
03 CF 1084	11/3/03	6/10/04
04 CF 260	2/9/04	6/15/04
03 CM 1904	11/20/03	6/15/04
03 CM 2080	12/16/03	6/16/04
04 CF 284	3/22/04	6/22/04
03 CF 1044	10/20/03	6/22/04
04 CF 320	3/26/04	6/24/04

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>  
DURING THE 2nd QUARTER 2004  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

		NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF		
		NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA		BENCH TRIAL	JURY TRIAL
							BENCH TRIAL	JURY TRIAL				
69		0	28	1	0	0	0	2	253	3	6	362

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE 2<sup>ND</sup> QUARTER OF 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 262  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	17	28	30	43	120
4. PROBATION	0	0	6	27	39	65	137
5. OTHER	0	0	0	0	1	4	5
<b>TOTALS:</b>	<b>0</b>	<b>2</b>	<b>23</b>	<b>55</b>	<b>70</b>	<b>112</b>	<b>262</b>

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE 2ND QUARTER 2004  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	1	3
FAMILY (OP)	26	1	10
CRIMINAL	8	2	8
<b>TOTAL:</b>	35	4	21

August 2, 2004

**McLean County Board  
Justice and Public Safety Committee  
Bloomington, IL 61701**

**Re: Monthly Caseload - MONTH ENDING June 30, 2004**

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention, and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2003	MONTHLY TOTALS 2004	YTD TOTALS 2003	YTD TOTALS 2004	% CHANGE YTD
FELONIES	76	64	496	468	<6%>
MISDEMEANORS	92	88	551	604	9%
DUI	30	20	141	127	<10%>
TRAFFIC	62	49	483	339	<30%>
JUVENILE	15	23	119	116	<3%>
(DELINQUENT)	3	9	57	66	14%
(ABUSE/NEGLECT)	12	14	62	50	<19%>
MENTAL HEALTH CASES	2	3	12	8	<33%>
TOTAL	277	247	1,802	1,662	<8%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING: June 30, 2004**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	57	6	11
F	JAMES TUSEK	59	8	7
F	RONALD LEWIS	58	11	8
F	BRIAN MCELLOWNEY	55	5	6
M	CARLA HARVEY	304	27	3
F	CARLA HARVEY	33	2	1
F	LARRY SPEARS	61	10	5
M	LARRY SPEARS	255	19	3
DUI	MILLCENT ROTH	127	20	22
TR	MILLCENT ROTH	339	49	9
F	JOHN WRIGHT-C	36	5	0
F	LEE ANN HILL-C	36	4	0
F	TONY TOMKIEWICZ-C	36	5	0
CM	DAWN NATION	42	42	22
J	JON MCPHEE	36	8	0
J	ART FELDMAN	66	9	10
J	ROB KEIR	27	6	0
J	ALAN NOVICK-C	7	0	0
PC/SVP	DAVID BUTLER-C	1	0	0
PVT	PRIVATE COUNSEL	148	30	0
W/D	WITHDRAWN	20	2	0

PTR= Petition to Revoke Probation  
 F = Felony  
 J = Juvenile  
 O = Other  
 P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)  
 DUI= DUI  
 TR= Traffic  
 M= Misdemeanor



August 2, 2004

**TO:** Justice Committee  
**FROM:** Amy Johnson Davis  
**RE:** Monthly Report

**JUNE DISPOSITIONS 2004**

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	41	73	31
PLEA / LESSER	12	1	28
BENCH TRIAL / WIN	0	3	0
BENCH TRIAL / LOSS	0	3	0
JURY TRIAL / WIN	1	2	0
JURY TRIAL / LOSS	0	1	0
DISMISSED / UPFRONT	3	3	2
DISMISSED / TRIAL	6	12	1
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	7	2	4
PRIVATE COUNSEL	16	9	5
PLEA / BLIND	14	0	0
REFILED AS FELONY	N/A	0	0
WITHDRAWN	0	2	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	3	9	0

**TRIAL COURT ADMINISTRATOR**  
**ELEVENTH JUDICIAL CIRCUIT**

William J. Scanlon  
Trial Court Administrator  
Law & Justice Center RM 305  
104 W. Front Street  
Bloomington, IL 61701  
(309) 888-5288  
(309) 888-5602 FAX



COUNTIES  
Ford  
Livingston  
Logan  
McLean  
Woodford

July 21, 2004

TO: McLean County Justice Committee

FROM: William J. Scanlon *WS*

RE: Intergovernmental Agreement Between the Illinois Department of Public Aid (IDPA) and the McLean County Circuit Court

Attached is the proposed agreement between the IDPA and the Court for FY 2005 (July 1, 2004 – June 30, 2005). This agreement mirrors the agreements signed in FY 2003 and FY 2004.

Under the agreement, the Court employs a part-time hearing officer who manages the Title IV-D Child Support cases. The budget for the position is \$33,400.00. There is no financial obligation for the County for this position; the IDPA provides 100% of the funding. If the agreement is terminated, or the IDPA does not provide funding for the position, the County is under no obligation for the position.

I will be present at the August Justice Committee meeting to answer any questions you may have regarding this matter.

State of Illinois  
Intergovernmental Agreement  
between  
Illinois Department of Public Aid  
and  
County of McLean, Office of the Circuit Court  
Agreement No. 2005-55-008-K

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the (Department), and the County of McLean, Office of the Circuit Court, hereinafter referred to as (County) in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS**, the Department administers the Child Support Enforcement Program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, the Department seeks to obtain the services of the Expedited Child Support System to handle Title IV-D matters; and

**WHEREAS**, the County desires to provide these services under the terms and conditions of this Agreement;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

#### ARTICLE I - DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1. "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2. "HIPAA" means the Federal Health Insurance Portability and Accountability Act, Public Law 104-191.
- 1.3. The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.4. The term "IV-D matter" is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to IV-D matters only unless otherwise specifically provided.

- 1.5. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.3 and 1.4.
- 1.6. The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Enforcement's CFDA Number is 93.563.

## ARTICLE II - TERM AND SCOPE

- 2.1. **Term.** The term of this Agreement shall be from July 1, 2004 through June 30, 2005, unless the Agreement is otherwise terminated as set forth herein.
- 2.2. **Renewal.** This Agreement may be renewed for additional periods. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years. At the time of renewal, if any, the rates to be paid County will be subject to negotiation. If the County desires to renew the Agreement, it shall submit to the Department, no later than ninety (90) days before the date of the termination of this Agreement, the County's Title IV-D Unit's proposed budget and a personnel plan, in the same format as Exhibit 1 attached hereto, and a complete operational plan outlining all activities to be performed by the County's IV-D Unit, in the same format as Appendix A attached hereto, for the intended renewal period
- 2.3. **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## ARTICLE III - TERMINATION

- 3.1. **Availability of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2. **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon fifteen (15) days written notice to the County. If the Department elects to terminate, the County shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.

- 3.3. **Termination For Cause.** In the event of the County's failure to comply with a term of this Agreement, the Department will provide notice to the County of the breach. If such breach is not cured to the Department's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the County, which shall immediately terminate this Agreement.
- 3.4. **Notice of Change in Circumstances.** In the event the County becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on County's ability to perform under this Agreement, the County will immediately notify the Department in writing.
- 3.5. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6. **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7. **Other Termination Rights.** This Agreement may be terminated immediately or upon notice by the Department in its sole discretion in the event of the following:
- A. Failure of County to maintain the representations, warranties and certifications set forth in this Agreement.
  - B. Any case or proceeding is commenced by or against the County seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
  - C. Material misrepresentation or falsification of any information provided by the County in the course of dealings between the parties.
  - D. County takes any action to dissolve, merge, or liquidate.
  - E. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

#### ARTICLE IV - AGREEMENT MANAGEMENT AND NOTICES

- 4.1. **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set

forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County or the County's counsel.

- 4.2. **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County:                   The Honorable John P. Freese  
Chief Judge, Eleventh Judicial Circuit  
Law and Justice Center  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888-5222  
Fax: (309) 888-5602

For Remittance:           McLean County Treasurer  
Attn: IDPA Reimbursement  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888-5180  
Fax: (309) 888-5176

To Department:           Illinois Department of Public Aid  
Madeline Bernat, Manager  
Division of Child Support Enforcement  
Contract Monitoring  
32 West Randolph, 16<sup>th</sup> Floor  
Chicago, Illinois 60601  
Telephone: (312) 793-4448  
Fax: (312) 793-0878

## ARTICLE V - COUNTY'S RIGHTS AND RESPONSIBILITIES

### 5.1. Performance of Services and Duties.

- A. The County shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. The County shall be provided copies of such upon the County's written request.

- B. The County shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for the County hereunder is not providing such skilled services, the Department shall promptly so notify the County and the County shall replace that individual.

5.2. Consultation and Performance Reviews.

- A. The County shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- B. The Department may conduct a post performance review of the County's performance under the Agreement. The County shall cooperate with the Department in this review, which may require the County to provide records of the County's performance, including expense information.

5.3. The County's Duties. The County shall:

- A. Accept for adjudication all IV-D matters referred to it by the Department and the McLean County State's Attorney's Office, and perform and comply with the duties set forth in **Appendix A**, which is attached hereto and made a part hereof.
- B. Provide initial and ongoing training to newly assigned and existing County staff necessary to carry out the responsibilities of this Agreement, including, but not limited to, training with regard to IV-D policy and procedure, the Family Support Information System, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and other matters agreed upon by the parties. The County shall provide the Department with a current copy of all training packets and modules.
- C. Maintain and provide to the Department a copy of the County's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedures shall be submitted to the Department not less than five (5) calendar days prior to inclusion in the policy and procedure manual or effective date, whichever is earlier.
- D. Submit monthly reports of actual expenditures within ten (10) working days following the month of such expenditures.
- E. Submit to the Department in a timely manner any other reports required by the Department, the format, content and due date of which shall be as specified by the Department after consultation with the County.
- F. Submit to the Federal Office of Child Support, in a timely manner, any report required by the Federal Office of Child Support Enforcement and submit a copy of any such report to the Department within five (5) calendar days after submission to the Federal Office of Child Support.

- G. Report to the Department, within five (5) calendar days after receipt, any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- H. Use all reasonable diligence in performing the duties undertaken in this Agreement.
- I. Ensure that the duties described herein are performed by the administrative staff funded by the Department pursuant to this Agreement.
- J. Perform all duties undertaken in this Agreement in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to, the following:
  1. Title IV-D of the Social Security Act, 42 U.S.C. Section 651 *et seq.*
  2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 of the Code of Federal Regulations.
  3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 of the Illinois Administrative Code.
  4. The Department's Child Support Enforcement Manual.
  5. Title IV-D Action Transmittals which are issued by the Federal Office of Child Support Enforcement.
  6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

#### ARTICLE VI - DEPARTMENT'S RIGHTS AND RESPONSIBILITIES

- 6.1. **Reimbursement to the County.** The Department shall reimburse the County for the County's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses.
- 6.2. **Background Checks.** The Department reserves the right to conduct background checks of the County's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require the County to provide a suitable replacement immediately.
- 6.3. **Departments' Duties.** The Department shall:
  - A. Refer, or cause to be referred, IV-D matters to the County.



- B. Inform the County of changes and amendments to Federal and State laws, regulations, policy and procedures affecting the handling of IV-D cases by the County, within five (5) days after receiving said changes and amendments.
- C. Provide access to IV-D case records of the Department for use by the County in performing its duties under this Agreement.
- D. Inform the County, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the county.
- E. Monitor, on a monthly basis, the county's performance of and compliance with the duties undertaken in this Agreement.
- F. Provide training to Department or the county staff on specific issues of mutual concern.
- G. Furnish, at the request of the county, available assistance, information and documents needed by the County in order to verify payments, amount of collections or reduction of claims.
- H. Perform and comply with the duties set forth in **Appendix A**, attached hereto and made a part hereof.

6.4. **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:

- A. Title IV-D of the Social Security Act, 42 USC Part 651 *et seq.*
- B. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- C. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support obligations in IV-D cases appearing in Title 89 Illinois Administrative Code, the Manual on Record keeping as provided by administrative order of the Supreme Court, and the Supreme Court Rules of Illinois.
- D. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement (OSCE). In the event the County's duties increase as a result of directives from the OCSE, this Agreement and **Exhibit 1** are subject to amendment pursuant to **Article VII, Part 2.**, of this Agreement.

## ARTICLE VII - BILLING AND PAYMENT

7.1. **Billing.** Monthly reimbursements are subject to availability of funds pursuant to Section 3.1 and conditioned on the following requirements.

- A. All reports required by Section 5.4 are received by the Department within the time period set forth in that section.
- B. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of IV-D matters.
- C. All record keeping shall be in accordance with sound accounting standards.
- D. The amount shown on each invoice shall be in accordance with the rates established in the Agreement.
- E. Each expenditure report shall contain a statement which reads substantially as follows: "The County hereby certifies that the supplies provided and services performed and expenses incurred as stated in the attached expenditure report have met all of the required standards set forth in the Agreement."
- F. Each expenditure report shall be signed by an authorized representative of the County and shall set out the County's taxpayer identification number (TIN).

7.2. **Reimbursement.** The Department will arrange for funding to reimburse the expenditures of the County in performing the IV-D duties undertaken in implementing this Agreement. Only those expenses or portions thereof stated in the **Exhibit 1** are reimbursable under this Agreement subject to the following:

- A. The Department shall not be liable to pay the County for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.
- B. Reimbursement will be made in the amount expended to date of expenditure report, less previous partial payments and any agreed retainage.
- C. The parties will make final determination of the necessary expenditures the County has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the County. The Department will reimburse the County for any underpayment of such finally determined expenditures pursuant to **Section 8.6**, and the County shall reimburse the Department for any overpayment pursuant to **Section 8.6**, within sixty (60) calendar days after such determination.
- D. Reimbursements made by the Department pursuant to this section shall constitute full payment owed to the County by the Department or the IV-D client under Federal or State law for the duties performed by the County under this Agreement. The County shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
- E. The County shall be solely responsible and liable for all expenditure disallowance resulting from the County's actions as set forth in any audit by the federal Office of Child

Support Enforcement or by the Department. The County shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give the County timely notice of any such disallowances and an opportunity to rebut any question of the County's liability. The County, however, will not be held liable for any disallowance concerning expenditures the County undertook at the written request of, or with the written approval of, the Department.

F. All Title IV-D funds held by the County (not including reimbursements for expenditures made pursuant to this agreement previously made by the County) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

G. If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.

7.3. **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the County to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the County until such Federal funds are released to the State, at which time the Department will release to the County the equivalent withheld funds.

7.4. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the County of any such corrections.

7.5. **Maximum Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$33,400.00.

7.6. **Travel.** The Department shall not reimburse the County for any travel expenses under this Agreement.

7.7. **State Fiscal Year.**

A. Notwithstanding any other provision of this Contract, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 10 of each year in order to ensure payment under this Contract. Failure by Contractor to present such invoices prior to August 10 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.

B. All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Contract or any order placed pursuant to the Contract. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.

- C. It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

## ARTICLE VIII - GENERAL TERMS

- 8.1. **Agreement to Obey All Laws.** The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.
- 8.2. **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 8.3. **Amendments Necessary for Statutory or Regulatory Compliance.** County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 8.4. **Assignment and Subcontracting.** Assignment, subcontracting, or transfer of all or part of the interests of County in the work covered by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to County to assign, subcontract or transfer all or part of the interests of County in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as County is hereby bound and obligated.
- B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to County, including, but not limited to, certifications and disclosures.
- C. Where County is providing professional services, and the Department has consented to the use of subcontractors, County shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- D. After notice to County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.
- 8.5. **Equipment.**

- A. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the County shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the County to perform its duties under this Agreement.
- B. If the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the County subsequently elects not to renew the Title IV-D Intergovernmental Agreement or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the County may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the County, documents shall be provided to the County transferring ownership to the County.

8.6. Audits and Records.

- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due the County. If no payments are due and owing the County, or if the overpayments(s) exceed the amount otherwise due the County, the County shall immediately refund all amounts which may be due to the Department.
- B. Retention of Records. The County shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the

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Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

- C. The County shall comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report, if required, should be completed within nine (9) months following the end of the County's fiscal year. The County must submit one (1) copy of any required audit within thirty (30) business days after receipt of the auditor's report. The auditor's report is to be sent to:

Brian Bond  
Illinois Department of Public Aid  
Office of the State Purchasing Office  
201 South Grand Avenue East, Second Floor  
Springfield, Illinois 62702

**Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

8.8. **Confidentiality.**

- A. **Proprietary Information.** Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

- B. Confidentiality of Program Recipient Identification. County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by County, County's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that County, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), County shall assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.
- 8.9 Disputes Between County and Other Parties. Any dispute between County and any subcontractor or other party, shall be solely between such party or subcontractor and County, and the Department shall be held harmless by County.
- 8.10. Fraud and Abuse. The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. The County shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 8.11. Gifts. The County and the County's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
- 8.12. Indemnification.
- A. The County assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of the County or any employee, agent, or representative of the County or the County's subcontractors. The County shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- B. Neither party shall be liable for incidental, special or consequential damages.

- C. The County further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for the County's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 8.13. **Media Relations and Public Information.** Subject to any disclosure obligations of the County under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the County's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 8.14. **Purchase of Equipment and Maintenance Assurance.**
- A. The County shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the County's performance under this Agreement and having a useful life of two years or more and an acquisition cost of at least \$100. The County acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The County acknowledges that any equipment purchased under this provision is and shall remain the property of the Department.
- B. The Department reserves the right to maintain any equipment purchased under this Agreement using Department personnel or third party maintainers.
- 8.15. **Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.16. **Non-solicitation of Employees.** The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not employ any person or persons employed by the Department



at any time during the term of this Agreement for any work required by the terms of this Agreement.

8.17. **Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- H. Words in the plural which should be singular by context shall be so read, and vice versa.
- I. References to "the Illinois Department of Public Aid (IDPA)" shall include any successor agency or office charged with administering child support enforcement under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*)

**Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

**Sexual Harassment.** The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

**Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

#### ICLE IX - COUNTY CERTIFICATIONS.

igning this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

9.1. **General Warranties of County.**

- A. The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- B. The person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the county to all terms and conditions hereunder.
- C. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the County will be expeditiously corrected by the County without additional charge to the Department.
- D. Violation of any of these warranties by the County shall subject this Agreement to automatic termination.

9.2. **Bribery.** The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*

9.3. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The County is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*, and has completed Attachment A.

9.4. **Conflict of Interest.** The County is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

9.5. **Drug Free Workplace.** County is in compliance with the requirements of 30 ILCS 580, and has completed Attachment B.

9.6. **Child Support.** County shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. County will not be considered out of compliance with the requirements of this Section if, upon request by the Department, County provides:

- A. Proof of payment of past due amounts in full;

- B. Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and County provides proof of the pendency of such proceedings; or
- C. Proof of entry into payment arrangements acceptable to the appropriate State agency.

**Federal Taxpayer Identification Number and Legal Status Disclosure.** County has completed Attachment C and certifies, under penalties of perjury, that the information contained thereon is correct.

**Licenses and Certificates.** The County and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. The County may meet the license requirement through use of a subcontractor; provided however, County's use of a subcontractor in that circumstance does not relieve the County of any obligations under the Agreement.

**New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** The County certifies that it shall comply with the requirements of 820 ILCS 405/1801.1, and 750 ILCS 28.35.

**Nonparticipation in International Boycott.** Neither the County nor any affiliated entity is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**Nonpayment of Dues or Fees.** The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*

**Nonsolicitation of Agreement.** The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due County such commission, percentage, brokerage fee, gift or contingent fee.

**Prevailing Wage.** The County shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.

**Revolving Door.** The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

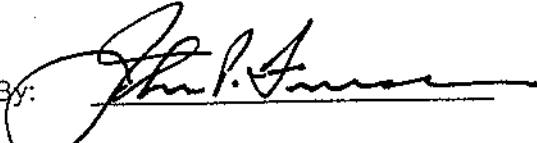
**Year 2000 Compliance.** The County, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data

from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, the County shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

IN WITNESS WHEREOF, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County of McLean  
Office of the Circuit Court

Illinois Department of Public Aid

By:   
Title: Chief Judge

By: Barry S. Maram  
Title: Director

Date: June 29, 2004

Date:

Appendix A  
CHIEF JUDGE'S PLAN FOR EXPEDITED  
CHILD SUPPORT SYSTEM MCLEAN COUNTY, ILLINOIS

1. Under the McLean County Expedited Child Support System, parentage and child support matters will be expedited in three ways:
  - a. All parentage and child support matters will be heard in one location by one part-time Administrative Hearing Officer and three judges assigned full-time to daily calls. Although the judges are assigned full-time to daily calls, they will be assigned only part-time to IV-D matters as described below. This staffing will allow the Administrative Hearing Officer to schedule short continuances, where necessary, of no more than one or two weeks.
  - b. In analyzing the caseload demands of the IV-D Program in the development of this plan, it is anticipated that the full complement of Administrative Hearing Officers, Judges and IV-D staff will be able to handle 100% more cases under the Expedited Child Support Program System than under the current court system.
  - c. In all cases in which the alleged father contests parentage, DNA sampling will be conducted immediately following the first appearance before the Administrative Hearing Officer. It is the experience of the courts, in this jurisdiction as well as many other jurisdictions throughout the State of Illinois, that many alleged fathers admit parentage if the DNA tests results do not exclude them as the fathers. Therefore, it is expected that immediate DNA testing will expedite the resolution of a large percentage of parentage cases, which accounts for a significant caseload in the IV-D Program.
    - I. In cases in which the court has previously acquired jurisdiction over the responding party, the vast proportion of the child support cases, the hearing before the Administrative Hearing Officer will be held not less than 21 days and no more than 35 days of the filing of the action.
    - ii. In cases in which the court has not previously acquired jurisdiction over the responding party, most of the parentage cases, the hearing will be held not less than 21 days or more than 45 days of the service of summons.
    - iii. The hearing may be continued by the Administrative Hearing Officer for good cause shown, although the Administrative Hearing Officer will be encouraged to grant short continuances.
2. The Child Support Enforcement Amendments Act of 1984 (45 CFR Sec. 303.101(b)(2)).
  - a. Required states to adopt expedited processes in order to remain eligible for Federal reimbursement and incentive funds. To meet the standard of expeditiousness under the federal amendments, a jurisdiction must complete:
    - I. 90% of its child support cases within 90 days;

- ii. 98% of its child support cases within 180 days;
  - iii. 100% of its child support cases within one year.
- b. As described above, the McLean County Expedited Child Support System will be able to meet this standard.
- c. The program will be monitored by IDPA. Statistics and management reports will be prepared by IDPA and given to the Chief Judge every quarter.
- d. The statistics and management reports will document the following:
  - i. The number of matters referred to the Administrative Hearing Officer;
  - ii. The number of matters submitted to the court by the Administrative Hearing Officer with recommendations for a court order;
  - iii. The number of recommended orders entered by the court;
  - iv. The number of recommended orders rejected by the court;
  - v. The number of matters transferred to or returned to the Administrative Hearing Officer from the court;
  - vi. The number of matters submitted by the Administrative Hearing Officer to the court for hearings;
  - vii. The average time frame for final dispositions of all cases heard;
  - viii. The number of continuances and the average time frame or final disposition of all cases continued;
  - ix. The number of all IV-D matters pending and disposed of in the Expedited Child Support System;
  - x. The dollar value of all support orders entered by the courts; and
  - xi. The number of Notices of Withholding prepared by the program.
- 3. The McLean County Expedited Child Support System will be initiated by IDPA and will be made available to participants in the IV-D Program, only.
- 4. All actions listed as eligible actions and eligible pre-judgment proceedings in Supreme Court Rule 100.3(a) and 100.3(b) shall be brought before the Administrative Hearing Officer in the McLean County Expedited Child Support System.

5. The Administrative Hearing Officer will possess, at a minimum, the following qualifications:
  - a. A license, in good standing, to practice law in the State of Illinois.
  - b. Four (4) years experience; and
  - c. Substantial experience in domestic relations matters.
6. All expenses relating to the salary of the Hearing Officer will be reimbursed by IDPA pursuant to Exhibit 1 attached. IDPA's obligation hereunder is to be specifically defined by this Intergovernmental Agreement with the Circuit Court of McLean County and the budget incorporated therein.
7. Personnel policies shall be those of McLean County. The Administrative Hearing Officer will be part-time, under contract as an independent contractor and subject to the Supreme Court rules and conditions of the McLean County Expedited Child Support System as set forth herein. The Administrative Hearing Officer shall be regarded as a sub-contractor for purposes of the Intergovernmental Agreement between IDPA and the Circuit Court of McLean County.
8. The McLean County Expedited Child Support System will be located in or near the Law and Justice Center, Bloomington, Illinois. Rooms of appropriate size will be provided. Hearings before the Administrative Hearing Officer will be conducted at the McLean County Law and Justice center.
9. The McLean County Expedited Support Center will operate, and a Hearing Officer will be present, two and one-half (2 ½) days per month from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 4:30 p.m. Additionally, the Hearing Officer will have three (3) office days per month from 8:30 a.m. to 4:30 p.m. These hours may change depending on demand and availability of staff members.
10. The Administrative Hearing Officer will be trained by personnel approved by the Chief Judge's Office. The training curriculum will include, but not be limited to:
  - a. Statutes and court rules related to parentage and child support;
  - b. Operation and policies of the McLean County Expedited Child Support System;
  - c. Conduct of hearings, completion of recommended orders and transfer of cases to and from the court;
  - d. Negotiation skills and techniques;
  - e. Control and handling of difficult cases;
  - f. Procedures of the IV-D Program, including, but not limited to, Federal and State rules and regulations.
  - g. Operation and use of the County and State computer systems;

- h. Analysis and understanding of DNA tests in parentage cases; and
  - i. Relationship with judicial staff, IV-D staff, parties and their counsel.
11. The Expedited Child Support System will use the following procedure for preparation of recommended orders and court orders;
- a. The Administrative Hearing Officer will prepare recommended orders on specific forms that will include case identifying information for each case;
  - b. The recommended order will be formatted to provide easy-to-understand case findings and recommendations and terms;
  - c. The recommended order will be written by the Administrative Hearing Officer and will be prepared in quadruplicate;
  - d. The recommended order will be signed by the Administrative Hearing Officer and by the parties, if they agree with the recommended order;
  - e. Copies will be provided to the parties and to the parties' counsel with the original being filed with the County.
  - f. In the event the parties do not agree, the recommended order will provide a date and time for a contested hearing not less than seven (7) days and not more than 28 days from the date the recommended order is issued;
  - g. All matters to be transferred to a judge shall be on court-approved order and forms;
  - h. Computerized court orders will be prepared by employees of the Expedited Child Support System from Administrative Hearing Officer recommended orders; selected from among a full menu of court orders to be entered on computer or customized orders requested by the Administrative Hearing Officer or the court;
  - i. All recommended court orders will be routed to the court for review and final disposition, as the court deems appropriate; and
  - j. Court orders entered by the court will be mailed to the parties and counsel and filed in the court file by administrative staff. Accordingly, the following documentation and forms will be prepared prior to the commencement of the Expedited Child support system, in addition to any forms that may be required by the Supreme Court:
    - i. Recommended order forms to be completed by the Administrative Hearing Officer;
    - ii. A full menu of court forms already in use, to be reviewed by the court and IV-D staff, and entered into the computer, in addition to specific court forms that may be required by the Administrative Hearing Officer or the court;



- iii. Management reporting forms, as described in number 2, above;
  - iv. Routing forms to monitor and track the movement of cases between the Administrative Hearing Officer, the court processing centers and the County's office.
12. The Judge may reject part or all of the findings or recommended orders of the Administrative Hearing Officer and transfer the matter to the Administrative Hearing Officer for further hearing.
  13. All cases will be filed and docketed before a specific judge, then assigned to the Administrative Hearing Officer, for hearing. Cases that appear on a docket sheet will be routed to the Administrative Hearing Officer, to administrative staff for preparation of the proposed court order and then back to the appropriate judge who is responsible for disposing of each case on the call.
  14. Upon approval by the court, cases will be checked off the County's docket sheet until all cases have been disposed of on the court's docket. The County, or his or her deputy, will file stamp all orders, make the necessary copies and then remove all orders from that day for post-court processing within the County's Office.
  15. In accordance with the Expedited Child Support Rules entered by the Supreme Court on April 1, 1992, the following matters are further provided for in this plan:
    - a. Rule 100.4(3) - The Administrative Hearing Officer may recommend that the judge issue a notice requiring the obligor to appear before the Administrative Hearing Officer or before the court;
    - b. Rule 100.6(a) - The McLean County State's Attorney may assign a hearing date before an Administrative Hearing Officer.
    - c. Rule 100.6(b) - The McLean County State's Attorney shall serve notice of the action and the hearing date on respondent; and
    - d. Rule 100.9(a) - Any domestic relations matter other than the establishment of parentage, establishment of support, modification of support, child support enforcement and medical support issues, including but not limited to, petitions for visitation, custody, distribution of property, petitions pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act and Spousal Support modifications shall be filed in the McLean County Circuit Court, Family Division.
  16. The 11<sup>th</sup> Judicial Circuit Court shall submit quarterly expenditure and case management reports to the Supreme Court through the Administrative Office of the Illinois Courts.

**EXHIBIT 1**  
**CIRCUIT COURT OF McLEAN COUNTY**  
**EXPEDITED CHILD SUPPORT**  
**July 1, 2004 THROUGH June 30, 2005**

DIRECT COSTS	FY05 Budget
Personnel Services	
Salaries	\$33,000.00
Fringe Benefits	0.00
SUBTOTAL	\$33,000.00
Non-Personnel Services	
Telephone	\$ 400.00
Copies	0.00
Postage	0.00
Equipment	0.00
Office Supplies	0.00
Training	0.00
SUBTOTAL	\$ 400.00
PERSONNEL SERVICES SUBTOTAL:	\$33,000.00
NON-PERSONNEL SERVICES SUBTOTAL:	400.00
TOTAL DIRECT COSTS:	\$33,400.00
GRAND TOTAL:	\$33,400.00

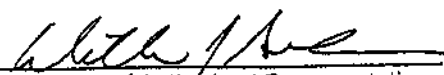
Attachment A  
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- This county does not have twenty-five (25) or more employees.
- This county has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
- A) Publishing a statement:
- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or County's workplace.
  - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
    - a) abide by the terms of the statement; and
    - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B) Establishing a drug free awareness program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
  - 2) the County's policy of maintaining a drug free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) the penalties that may be imposed upon an employee for drug violations.
- C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
- D) Notifying the Agreeementing or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF MCLEAN COUNTY.

  
Signature of Authorized Representative

William J. Scanlon/Trial Court Admin.  
Printed Name and Title

2005-55-008-K  
Requisition/Agreement/Grant ID Number

June 28, 2004  
Date

**Attachment A**  
**BEP Contracting Goal**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575/1) establishes a goal that not less than 12% of the total dollar amount of State contracts be awarded to businesses owned and controlled by persons who are minority, female or who have disabilities (the percentages are 5%/5%/2% respectively) and have been certified as such ("BEPs"). This goal can be met by contracts let directly to such businesses by the State, or indirectly by the State's contractor ordering goods or services from BEPs when suppliers or subcontractors are needed to fulfill the contract. Call the Business Enterprise Program at 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired) for a list of certified businesses appropriate for the particular contract.

1. If you are a BEP, please identify which agency certified the business and in what capacity by checking the applicable blanks:

Certifying Agency:

- Department of Central Management Services  
 Women's Business Development Center  
 Chicago Minority Business Development Council  
 Illinois Department of Transportation  
 Other (identify) \_\_\_\_\_

Capacity:

- Minority  
 Female  
 Disadvantaged  
 Person with Disability

2. If the "Capacity" blank is not checked, do you have a written policy or goal regarding contracting with BEPs? Yes  No
- a. If "yes", please attach a copy.
- b. If "no", will you make a commitment to contact BEPs and consider their proposals?  
Yes  No
3. Do you plan on ordering supplies or services in furtherance of this project from BEPs?  
Yes  No
- a. If "yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEPs you plan to use.

This information is submitted on behalf of Contractor.

By: William J. Scanlon

Name/Title: William J. Scanlon / Trial Court Administrator

Date: June 28, 2004

June 2004

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

7 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1118 (1100 last month)

Average caseload per officer 159 (60 AOIC recommendation)

Presentence Reports Completed – 45 (28 last month)

\* Total Workload Hours Needed – 2188.80 (1802.50 last month)

\*\* Total Hours Available - 1650.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 3.59 adult officers are needed.** (1.02 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 137 (135 last month)

Average caseload per officer 34 (35 AOIC recommendation)

Social History Reports Completed – 19 (12 last month)

\* Total Workload Hours Needed – 642.50 (544.00 last month)

\*\* Total Hours Available 600.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional .28 juvenile officers are needed.** (-.31 last month)

### EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 29

June 2004

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

3 person unit with a maximum caseload of 40

Total Caseload -- 46 (41 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload -- 8 (6 last month)

### **DRIVING UNDER THE INFLUENCE UNIT**

1 person unit with a maximum caseload of 40

Total Caseload - 61 (61 last month)

### **JUVENILE INTAKE**

2 person unit

Total Informal Conferences - 28 (21 last month)

Total Caseload Informal Probation -- 76 (68 last month)

Total Intake Screen Reports -- 69 (59 last month)

### **COMMUNITY SERVICE PROGRAM**

1 person unit

Total Caseload Adult - 515 (504 last month)

Total Caseload Juvenile - 41 (44 last month)

Total Hours Completed Adult -- 3237.00 (\$16,994.25 Symbolic Restitution)

Total Hours Completed Juvenile -- 475.00 (\$2,493.75 Symbolic Restitution)

Total Worksites Used -- 36 (36 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload -- 101 (97 last month)

Total Court Supervision/Conditional Discharge Caseload --430 (425 last month)

2004

JUVENILE DETENTION CENTER  
MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	1	0	0	0	0	0	0					
11	1	0	2	0	1	1						
12	0	1	0	0	2	0						
13	5	2	3	1	4	1						
14	1	1	2	0	3	2						
15	8	6	4	1	2	4						
16	9	9	12	9	10	18						
<b>Sex of Minors Detained</b>												
Male	14	12	16	8	17	20						
Female	11	7	7	3	5	6						
<b>Race of Minors Detained</b>												
Caucasian	15	12	14	5	13	14						
African-American	10	6	9	5	9	9						
Hispanic	0	1	0	1	0	3						
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	2	4	5	1	6	10						
Warrant	10	4	6	4	4	5						
Aggravated Assault	0	1	0	0	0	1						
Aggravated Battery	0	0	0	1	3	2						
Aggravated Robbery	0	0	0	1	0	0						
Battery	0	0	1	0	0	0						
Burglary	2	0	0	0	1	0						
Court Ordered	1	0	0	0	1	0						
DOC Evaluation	1	0	0	0	1	0						
DOC Warrant	0	2	1	0	0	0						
Domestic Battery	1	0	3	2	2	0						
Intimidation	1	0	0	0	0	0						
Motor Vehicle Theft	1	1	1	0	0	0						
Possession of Controlled Sub. W/Intent to Deliver	0	0	0	0	1	0						
Possession of Cannabis Under 2.5	0	0	1	0	0	0						
Reckless Discharge of a Firearm	1	0	0	0	0	0						

2004  
**JUVENILE DETENTION CENTER  
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Request for Apprehension	4	7	4	2	3	6						
Residential Burglary	0	0	0	0	0	1						
Robbery	0	0	0	0	0	1						
Unlawful Use of Weapons	1	0	1	0	0	0						
<b>Residence of Minors Detained</b>												
Bloomington	16	9	10	7	15	14						
Normal	5	7	11	2	1	9						
Carlock	0	0	0	1	0	0						
Chicago	0	1	0	0	0	0						
Colfax	0	0	0	0	0	1						
Gridley	0	0	0	0	0	1						
Heyworth	1	1	2	1	1	0						
Hillsboro	1	0	0	0	0	0						
Leroy	0	0	0	0	3	0						
Moline	0	0	0	0	0	1						
Peoria	1	0	0	0	0	0						
Springfield	0	1	0	0	1	0						
Warrenville	1	0	0	0	0	0						
Texas	0	0	0	0	1	0						
<b>Average Daily Population</b>	8.2	13.4	15.5	9.7	11.3	12.1						
<b>Average Daily Population: YTD</b>	8.2	10.8	12.4	11.7	11.6	11.7						
<b>Number of Days in Detention</b>	254	389	480	292	351	362						
<b>Revenue:</b>	50	150	50	50	350	50						



2004  
**JUVENILE DETENTION CENTER  
 OUT OF COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Ages of Minors Detained</b>												
10	0	0	0	0	0	0	0					
11	0	0	0	0	0	0	0					
12	0	0	0	0	1	0	0					
13	0	0	0	0	1	2	1					
14	1	1	1	1	3	1	3					
15	4	1	3	0	0	2	5					
16	7	4	4	4	6	5	4					
<b>Sex of Minors Detained</b>												
Male	9	3	7	9	8	11						
Female	3	3	1	2	2	2						
<b>Race of Minors Detained</b>												
Caucasian	9	6	7	10	7	11						
African-American	3	0	1	1	3	1						
Hispanic	0	0	0	0	0	1						
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	8	1	1	5	3	7						
Warrant	1	2	1	2	2	2						
Aggravated Battery	0	0	0	1	0	0						
Criminal Sexual Abuse	0	0	0	1	0	0						
DOC Evaluation	1	2	2	2	3	0						
DOC Warrant	1	0	0	0	0	0						
Domestic Battery	0	0	0	0	0	1						
Home Confinement Violation	0	0	0	0	0	1						
Predatory Criminal Sexual Assault	0	0	0	0	0	0						
Probation Violation	0	1	2	0	1	2						
Residential Burglary	0	0	1	1	0	0						
Theft Under	1	0	0	0	0	0						
Unlawful Possession of Weapon	0	0	1	0	0	0						

2004  
**JUVENILE DETENTION CENTER  
 OUT OF COUNTY**

Residence of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Adams	1	0	0	0	0	0	0					
Bureau	0	0	0	0	0	1						
Champaign	0	0	0	1	0	0						
DeWitt	2	0	3	0	0	0						
DOC	1	0	0	0	0	0						
Douglas	0	0	0	0	0	2						
Henry	0	0	1	0	0	0						
Lee	0	0	1	0	0	0						
Livingston	3	2	1	1	2	5						
Logan	1	4	0	2	0	0						
Mason	1	0	1	1	1	0						
Peoria	0	0	1	0	0	0						
Putnam	0	0	0	1	0	0						
Rock Island	1	0	0	3	6	2						
Tazewell	2	0	0	1	0	2						
Vermilion	0	0	0	0	1	0						
Woodford	0	0	0	1	0	1						
<b>Average Daily Population</b>	2.9	3.8	1.7	2.3	4.3	5						
<b>Average Daily Population:YTD</b>	2.9	3.4	2.8	2.7	3	3.3						
<b>Number of Days in Detention</b>	89	110	52	69	133	150						
<b>Revenue:</b>	8250	11440	4730	6210	13220	15510						