



**JUSTICE COMMITTEE AGENDA**  
**Government Center, Room 400**

**Tuesday, December 4, 2007**

**4:30 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – November 6, 2007
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Ms. Joan Naour, Director, Correctional Health Services
    - 1) Items to be Presented for Action:
      - a) Request Approval of Annual Compensation to OSF HealthCare System and Kenneth Inoue, M.D., for Physician Services at the McLean County Adult Detention Facility 1-6
      - b) Request Approval of Second Amendment to Exclusive Preferred Provider Agreement between McLean County and OSF HealthCare System 7-20
      - c) Request Approval of Exclusive Preferred Provider Agreement between McLean County and Eastland Medical Plaza SurgiCenter 21-30
      - d) Request Approval of Renewal of Contract with McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility 31-36
    - 2) Items to be Presented for Information:
      - a) General Report
      - b) Other

- B. Will Scanlon, Trial Court Administrator, Circuit Court
- 1) Items to be Presented for Action:
    - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Circuit Court 0016 37-38
  - 2) Items to be Presented for Information:
    - a) Law Library Contract 39-40
    - b) General Report
    - c) Other
- C. Curtis Hawk, Director, E.M.A.
- 1) Items to be Presented for Action:
    - a) Request Approval of Resolution of the McLean County Board Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement by and between the County of McLean and the Illinois Emergency Services Management Association 41-55
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other
- D. Judy Renner, Director, Children’s Advocacy Center
- 1) Items to be Presented for Information:
    - a) Monthly Statistical Report 56
    - b) CASA Report 57
    - c) General Report
    - d) Other
- E. Mike Emery, McLean County Sheriff
- 1) Items to be Presented for Action:
    - a) Request Approval of the Illinois State Police Task Force Six Multi-Jurisdictional Narcotics Unit Grant #405220 58-62
  - 2) Items to be Presented for Information:
    - a) Memorandum of Understanding with Children’s Foundation 63-64
    - b) McLean County Detention Facility Population Report, October 2007 65-66
    - c) General Report
    - d) Other

|    |                                                                                                                                             |         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|---------|
| F. | Beth C. Kimmerling, McLean County Coroner                                                                                                   |         |
|    | 1) <u>Items to be Presented for Information:</u>                                                                                            |         |
|    | a) Monthly Report, October 2007                                                                                                             | 67      |
|    | b) General Report                                                                                                                           |         |
|    | c) Other                                                                                                                                    |         |
| G. | Roxanne Castleman, Director, Court Services                                                                                                 |         |
|    | 1) <u>Items to be Presented for Action:</u>                                                                                                 |         |
|    | a) Request Approval of a Contract Amendment with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center | 68-74   |
|    | b) Request Approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility            | 75-80   |
|    | 2) <u>Items to be Presented for Information:</u>                                                                                            |         |
|    | a) Court Services Adult/Juvenile Division Statistics, October, 2007                                                                         | 81-82   |
|    | b) Juvenile Detention Center – McLean County Statistics, 2007                                                                               | 83-85   |
|    | c) Juvenile Detention Center – Out of County Statistics, 2007                                                                               | 86-88   |
|    | d) General Report                                                                                                                           |         |
|    | e) Other                                                                                                                                    |         |
| H. | Amy Davis, Public Defender                                                                                                                  |         |
|    | 1) <u>Items to be Presented for Action:</u>                                                                                                 |         |
|    | a) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office                        | 89-92   |
|    | b) Request approval of a contract between Terry Dodds, Special Public Defender, and the Public Defender's Office                            | 93-96   |
|    | c) Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender's Office                           | 97-100  |
|    | d) Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender's Office                            | 101-104 |
|    | e) Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office                            | 105-108 |
|    | 2) <u>Items to be Presented for Information:</u>                                                                                            |         |
|    | a) Monthly Caseload Report, October, 2007                                                                                                   | 109-111 |
|    | b) General Report                                                                                                                           |         |
|    | c) Other                                                                                                                                    |         |

- I. Bill Yoder, McLean County State's Attorney
  - 1) Items to be Presented for Information:
    - a) Monthly Caseload Report 112
    - b) Asset Forfeiture Fund Report 113
    - c) General Report
    - d) Other
- 5. Other Business and Communication
  - A. Date and time for January, 2008 meeting – First Tuesday of the Month is January 1, 2008 114
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

|       |                                                                |
|-------|----------------------------------------------------------------|
| DATE: | NOVEMBER 26, 2007                                              |
| TO:   | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JN</i>         |

TOPIC: RECOMMENDATION FOR ANNUAL COMPENSATION TO OSF HEALTHCARE SYSTEM AND KENNETH IONUE, M.D., FOR PHYSICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility is in effect from January 1, 2007 through December 31, 2008. However, the annual compensation is subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectively recommend that the rate of compensation for the 2008 contract year be increased by 4% from \$50,076.00 to \$52,079.00, effective January 1, 2008. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved fiscal year 2008 budget for the McLean County Adult Detention Facility Physician.

Dr. Inoue continues to provide on site medical services to the inmate population three days per week, and OSF HealthCare System provides on-call coverage through Dr. Inoue and other physicians in the OSF Medical Group.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

**CONTRACT**  
**McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 18<sup>th</sup> day of December, 2007 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2007 through December 31, 2007), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$50,076.00 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2008 through December 31, 2008) provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$52,100.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2007 and terminate on December 31, 2008 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.



5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
  - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
11. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
12. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
13. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 18<sup>th</sup> of December, 2007.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: \_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board of McLean  
County, Illinois

APPROVED:

\_\_\_\_\_  
Michael Emery  
McLean County Sheriff



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

|       |                                                                |
|-------|----------------------------------------------------------------|
| DATE: | NOVEMBER 26, 2007                                              |
| TO:   | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES                   |

TOPIC: RECOMMENDATION FOR APPROVAL OF A SECOND AMENDMENT TO THE EXCLUSIVE PREFERRED PROVIDER AGREEMENT BETWEEN OSF HEALTHCARE SYSTEM AND MCLEAN COUNTY

The Exclusive Preferred Provider Agreement between OSF Healthcare System and McLean County has been in effect since 1997 and provides McLean County with a discount for services rendered to individuals who are referred to OSF Healthcare System while they are in the physical custody of the Sheriff of McLean County.

At this time, we respectively recommend approval of an amendment to the Exclusive Preferred Provider Agreement between OSF Healthcare System and McLean County. This amendment removes Eastland Medical Plaza SurgiCenter from the original Agreement, expands language regarding HIPPA compliance, and increases the discount from 20% to 25% for services provided by OSF Healthcare System to McLean County. There are no other additions/deletions in the language of the Agreement and services provided will remain the same.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

**SECOND AMENDMENT**  
to  
**Exclusive Preferred Provider Agreement**  
between  
**OSF Healthcare System d/b/a**  
**St. Joseph Medical Center**  
**Saint Francis Medical Center Reference Laboratory**  
  
and  
**McLean County**

**THIS SECOND AMENDMENT TO EXCLUSIVE PREFERRED PROVIDER AGREEMENT (SECOND AMENDMENT)** is entered into on the last date written below, by and between OSF HEALTHCARE SYSTEM, an Illinois not-for-profit Corporation, having its Corporate Offices in Peoria, Illinois, d/b/a St. Joseph Medical Center and Saint Francis Medical Center Reference Laboratory (hereinafter collectively referred to as "OSFHS" or "Provider"), and County of McLean, a Body Politic and Corporate (hereinafter referred to as "PAYOR").

**RECITALS:**

**Whereas**, PROVIDER and PAYOR previously executed a Exclusive Preferred Provider Agreement which had an effective date of July 1, 1997 (AGREEMENT), and subsequently amended on July 1, 1997, (FIRST AMENDMENT); and

**Whereas**, PROVIDER and PAYOR desire to enter into this First Amendment wherein the Agreement shall be modified as set forth below:

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants contained herein, the parties hereto agree as follows pursuant to Section 12.2:

1. All references Saint Francis, Inc. d/b/a Eastland Medical Plaza SurgiCenter shall be removed due to new ownership.
2. Article 12.9, Legal Compliance, shall be replaced as follows:

PAYOR and PROVIDER agree that all Federal (i.e., HIPAA, etc.), State and Local laws and regulations, which affect the legality of this Agreement, shall be followed during the term of this Agreement.

3. Exhibit A shall be replaced in its entirety.

All other terms and conditions of the Agreement remain the same and continue in full force and effect as of July 1, 1997, and amended on July 1, 1997, except as set forth in this Second Amendment, effective January 1, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple originals on the last date written below.

**PROVIDER:**

OSF HealthCare System,  
an Illinois not-for-profit Corporation,  
owner and operator of  
St. Joseph Medical Center  
Saint Francis Medical Center Reference Laboratory

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**PAYOR:**

County of McLean  
a Body Politic and Corporate

By: \_\_\_\_\_

Chairman, McLean County Board

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

County Board of McLean County,  
Illinois

**EXHIBIT A  
Reimbursement**

**OSF HealthCare System, D/B/A  
St. Joseph Medical Center – Bloomington**

**St. Joseph Medical Center – Bloomington**

Inpatient, Outpatient, Emergency Department  
Charges  
(Includes associated ancillary services) 25% Discount off Billed

OSF Saint Francis Medical Center Reference Lab Per Fee Schedule

Services and supplies as follows:

- Specimen Pickup (Monday-Saturday) one time daily
- Faxed Results
- Centrifuge for Sample Preparation
- Inservice on Preparation of Samples
- Reference Materials
- Specimen Collection Supplies

County Name  
Copy

## EXCLUSIVE PREFERRED PROVIDER AGREEMENT

McLean County  
and  
OSF HealthCare System, Inc.

### 1. INTRODUCTION

This Exclusive Preferred Provider Agreement is made by and between McLean County, hereinafter referred to as PAYOR, and OSF HealthCare System, hereinafter referred to as "OSFHS" or "PROVIDER." PAYOR is the corporate entity responsible for administration of McLean County Detention Facility. OSFHS is the corporate entity responsible for the delivery of healthcare services through the following facilities: (1) St. Joseph Medical Center in Bloomington, (2) Saint Francis Medical Center Reference Laboratory in Peoria, and (3) Saint Francis, Inc. d/b/a Eastland Medical Plaza SurgiCenter in Bloomington. This Agreement is effective as of July 1, 1997.

### I. DEFINITIONS.

- 1.1 "MEDICALLY NECESSARY" or "MEDICAL NECESSITY" means services or supplies which under the terms and conditions of this Agreement, are determined to be the following:
- a. Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of the MEMBER.
  - b. Provided for the diagnosis or direct care and treatment of the medical condition.
  - c. Within standards of good medical practice within the medical community.
  - d. Not primarily for the convenience of the MEMBER, the MEMBER's physician or another provider.
  - e. The most appropriate supply or level of service or supplies which can safely be provided.
- 1.2 "MEMBER" means individuals who are in the custody of the Sheriff of McLean County and currently incarcerated in the McLean County Detention Facility.
- 1.3 "NON-PREFERRED PROVIDER" means any health care provider located within the PREFERRED PROVIDER AREA not included as part of this AGREEMENT which offers the same types of medical services to patients as those defined herein as PROVIDER SERVICES.

- 1.4 "PAYOR" means the above named entity which is presently involved in providing health care services to MEMBERS in the McLean County Detention Facility.
- 1.5 "PLAN" means a health benefits plan sponsored or insured by PAYOR which encourages or requires MEMBERS to use PROVIDER in order to receive maximum benefits.
- 1.6 "PROVIDER SERVICES" - means those inpatient (including ancillary services), outpatient and emergency services (when a patient is seen in PROVIDER'S Emergency Department) which are: (i) Offered at the designated PROVIDER facility on the effective date of this AGREEMENT, as set forth in Section 11.1; (ii) MEDICALLY NECESSARY; and (iii) Provided to MEMBERS pursuant to PAYOR'S contractual legal responsibility. Notwithstanding anything to the contrary contained herein, all services provided hereunder shall be provided in compliance with the "Ethical and Religious Directives for Catholic Health Care Facilities," as interpreted and applied by OSFHS. Furthermore, it is specifically understood by the parties hereto that sterilizations and abortions are not included within the definition of PROVIDER SERVICES and will not be performed under or as a part of this AGREEMENT. PROVIDER SERVICES shall also not include physician services rendered to MEMBERS hereunder.
- 1.7 "PREFERRED PROVIDER AREA" means the geographic area of McLean County, Illinois.

## II. RELATIONSHIP BETWEEN PROVIDER AND PAYOR.

- 2.1 Independent Entities. PAYOR and PROVIDER are independent entities. Nothing in this AGREEMENT shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this AGREEMENT.
- 2.2 Exclusivity. The parties agree and understand that this AGREEMENT is an exclusive provider arrangement for PROVIDER SERVICES provided to MEMBERS who utilize PROVIDER. PAYOR may not enter into a similar arrangement with any other person or entity located within the PREFERRED PROVIDER AREA. However, PROVIDER may enter into similar arrangements with other persons or entities.

In the event a MEMBER has existing available coverage through another provider in the service area, and that coverage is deemed to be the primary coverage consequently causing the coverage provided through this Agreement to be secondary, or not applicable, the terms, conditions, and rates of this Agreement do NOT apply.

- 2.3 Obligations. Neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as herein provided.



- 2.4 Third Party Liability. Neither PROVIDER nor PAYOR, nor any of their respective agents or members, shall be liable to third parties for any act or omission of the other party, except as herein provided.
- 2.5 Insurance. Each party shall maintain reasonable and appropriate levels of liability insurance, (through a policy or a self-insurance fund) on behalf of itself, its directors, officers, members, agents, assigns, and representatives. Each party shall notify in writing the other party thirty (30) days prior to the expiration, termination or modification of such insurance.

### III. PROVIDER DUTIES AND RESPONSIBILITIES.

- 3.1 Services. PROVIDER shall provide to MEMBERS, and receive compensation therefor, those PROVIDER SERVICES set forth in Section 1.6 which are ordered by a physician having appropriate privileges at PROVIDER. Discounts given to PAYOR or amounts paid to PROVIDER hereunder for medical services shall not include physician services.
- 3.2 Discontinuation. PROVIDER may discontinue any particular treatment modality provided it is discontinued for all patients requiring such treatment modality. PROVIDER shall notify PAYOR thirty (30) days prior to the discontinuation of any treatment modality. Such discontinuation shall not affect the discount set forth in this AGREEMENT.
- 3.3 Licensure. PROVIDER agrees that all physicians and/or health care personnel providing PROVIDER SERVICES to MEMBERS at its facilities shall be duly licensed or certified in accordance with all federal, Illinois, and local requirements. PROVIDER further agrees that any Physician who renders PROVIDER SERVICES to MEMBERS at PROVIDER shall be a member in good standing of the Professional Staff of OSF St. Joseph Medical Center and/or Eastland Medical Plaza SurgiCenter pursuant to the Professional Staff Bylaws and physician credentialing procedure.
- 3.4 Transfers. PROVIDER reserves the right to remove or transfer any MEMBER from PROVIDER'S premises in accordance with and pursuant to established PROVIDER'S policy regarding the removal or transfer of patients. PROVIDER shall provide PAYOR in writing, the reason for any request to remove or transfer any MEMBER from PROVIDER'S premises and/or refuse to admit such MEMBER in the future. Such refusal shall not be based on the amount, variety or cost of PROVIDER SERVICES required by MEMBER.

### IV. PAYOR DUTIES AND RESPONSIBILITIES.

- 4.1 Plan Description. Upon request from PROVIDER, PAYOR agrees to provide written documentation outlining PROVIDER SERVICES which MEMBERS are entitled to through PAYOR.

4.2 Billing Procedures. PAYOR agrees to pay its MEMBER'S bills for PROVIDER SERVICES at the compensation rate specified in this AGREEMENT, within sixty (60) days after such bills are received by PAYOR, or make adequate arrangements agreeable to PROVIDER within such sixty (60) days to extend that time period. In the event of overpayment, refunds requested by any PAYOR must occur within six (6) months from payment by such PAYOR. All refund requests must be accompanied by a written explanation. PAYOR shall abide by the audit policy program that has been or will be established by PROVIDER.

## V. COMPENSATION AND BILLING.

- 5.1 Billing. PROVIDER shall provide PAYOR with all bills, charges and demands for payment for PROVIDER SERVICES provided to MEMBERS on a monthly basis. Individual monthly statements per PROVIDER facility will include the information detailed below.
- OSF St. Joseph Medical Center: monthly bill identifying patient, date of service, itemized charges, total per patient, and total for the month.
  - OSF Saint Francis Medical Center Reference Laboratory: Monthly bill identifying patient, date of service, CPT Code, fee per contracted Fee Schedule, and total for the month.
  - Eastland Medical Plaza SurgiCenter: Summary Page with Total Charges for the month attached to individual UB92 claim forms featuring ICD9 Procedure and Diagnosis Code per patient.

PROVIDER shall comply with all reasonable written requests by PAYOR for additional documentation regarding the provision of PROVIDER SERVICES to MEMBERS

PAYOR will provide any third party payor information to PROVIDER, so that any precertification or preauthorization programs required by the payor may be followed. PAYOR will be responsible for services rendered only if no other payment source exists.

- 5.2 Discount. The current charges of PROVIDER, as amended from time to time, shall be the basis for all discounts which are granted to PAYOR. Except as set forth below, the discount rate granted shall be as listed in Exhibit A. Such discounts shall only apply when PAYOR has primary coverage responsibilities.
- 5.3 Payment. Such full payment which is received by PROVIDER at the applicable rate as set forth in Exhibit A shall be considered full payment for PROVIDER SERVICES rendered to MEMBERS pursuant to this AGREEMENT.
- 5.4 Late Payment. In the event PAYOR does not pay PROVIDER bills within sixty (60) days from the date of billing, PROVIDER may rescind the discount set forth in Section 5.3. This rescission of discount shall apply only to the PROVIDER bills which are not paid in a timely manner pursuant to Section 4.2. The provisions of this paragraph relate only to undisputed bills. Disputed bills, when resolved, shall be entitled to a full discount if paid within one hundred twenty (120) days.

5.5 Continued Coverage. In the event this AGREEMENT is terminated, for any reason, PAYOR shall pay PROVIDER for continued PROVIDER SERVICES rendered to MEMBERS pursuant to Section 5.6. In addition, if PROVIDER is authorized by PAYOR or its designee to provide services to a MEMBER, PAYOR will pay for such services if such authorization was incorrectly provided by PAYOR or their agent.

5.6 Continuation of Services In the event this AGREEMENT is terminated or expires, PROVIDER shall continue to provide PROVIDER SERVICES to MEMBERS who are inpatients of PROVIDER on the date of expiration or termination until such MEMBERS are discharged. PAYOR agrees to compensate PROVIDER for such services pursuant to Articles IV and V.

## VI. MEMBERS' RIGHTS.

6.1 Amend Rights. PROVIDER and PAYOR reserve the right to amend or terminate this Agreement without notice to, or the consent of, the MEMBERS.

6.2 Third Parties. This AGREEMENT is not a third-party beneficiary contract and shall not in any respect whatsoever increase the rights of the MEMBERS, or any other third-party, with respect to PAYOR or the duties of PAYOR to the MEMBERS or create any rights or remedies on behalf of the MEMBERS against PROVIDER.

6.3 Limitations. The rights of MEMBERS and the duties and obligations of PAYOR and PROVIDER shall be subject to the following limitations: (i) In the event of any major disaster or epidemic, PROVIDER shall arrange PROVIDER SERVICES insofar as is practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available; and (ii) In the event of a labor dispute, interruption in supply, or all other causes beyond the control of PROVIDER which could interfere with its ability to provide PROVIDER SERVICES according to the terms and conditions contained herein, PROVIDER shall arrange for the provision of PROVIDER SERVICES insofar as practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available.

## VII. RECORDS.

7.1 Medical Records. PROVIDER shall prepare and maintain all necessary and appropriate records, including documentation of the PROVIDER SERVICES provided to MEMBERS.

7.2 Confidentiality. Subject to applicable laws relating to privacy and confidentiality requirements, PROVIDER shall use their best efforts to maintain the MEMBER's medical and other records and financial information and to prevent the unauthorized disclosure of records and other data required to be prepared and/or maintained under this AGREEMENT. Upon request, PAYOR will be allowed access to the MEMBER's medical and other records and financial information for review within legal parameters placed on PROVIDER.

## VIII. MARKETING, PUBLICITY AND CONFIDENTIALITY.

8.1 Confidential. PAYOR and PROVIDER agree that the terms and conditions of Article V shall be maintained in the strictest confidence and that its contents will be disclosed only to those: (i) Personnel directly associated with the administration of this AGREEMENT and the fulfillment of its terms; (ii) Who may by virtue of their positions with the respective parties have legitimate

business reasons to be knowledgeable concerning its provisions; (iii) Approved in writing by PROVIDER. In no event shall the terms and conditions of Article V be directly or indirectly advertised to the public or to the media by either party.

8.2 Use of Names. PAYOR shall have the right to use the name of PROVIDER for the purpose of informing MEMBERS of the identity of PROVIDER and otherwise to carry out the terms of this AGREEMENT. PROVIDER shall have the right to review in advance and approve such use.

8.3 Control. PAYOR and PROVIDER reserve the right to and the control of the use of their respective names, symbols, trademarks or service marks presently existing or later established. In addition, neither PAYOR nor PROVIDER shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the written consent of that party, and shall cease any such usage immediately upon written notice of the party or upon termination of this AGREEMENT, whichever is sooner.

## IX. DISPUTE RESOLUTIONS.

9.1 PROVIDER and PAYOR hereby agree to meet and confer in good faith to resolve any problem or dispute that may arise under this AGREEMENT.

## X. UTILIZATION REVIEW.

10.1 PROVIDER Participation. PROVIDER agrees to participate in a utilization review program as mutually agreed upon by PROVIDER and PAYOR. PAYOR shall bear the cost of such utilization review program.

10.2 Retrospective Denial of Payment. PAYOR shall not retrospectively deny payment based upon retrospective utilization review of MEDICAL NECESSITY determinations when PROVIDER has complied with the utilization review mechanisms.

10.3 External Review Policy. PAYOR or its designated utilization review organization will comply with the external review policies established by PROVIDER.

## XI. TERM AND TERMINATION.

- 11.1 Term. This AGREEMENT shall become effective as of July 1, 1997, and shall continue in effect for one (1) year from such date, and shall expire on July 1, 1998, and shall automatically renew under like terms and conditions thereafter for successive terms of one (1) year each unless either party gives notice to the other of intent not to renew at least thirty (30) days prior to the end of the then current term.
- 11.2 Termination. This AGREEMENT may be terminated on the first to occur of any of the following:
- a. ~~Written~~ agreement by both parties to terminate this AGREEMENT.
  - b. Noncompliance by PAYOR with Section 4.2 or Article V of this AGREEMENT.
  - c. Excluding acts or events which may lead to termination pursuant to Section 11.2(b), in the event of the breach of any of the terms or conditions of this AGREEMENT by either party and the failure of the breaching party to correct such breach within thirty (30) days after receipt of written notice of such breach by the breaching party, such other party may terminate the AGREEMENT immediately with written notice of such termination to the breaching party.
- 11.3 Force Majeure. If either party is prevented from performing its obligations under this AGREEMENT, by strikes or other labor disputes, official or unofficial, fire, war, or flood, each party's rights and obligations hereunder shall cease with written notice of such cessation to the other party.

## XII. MISCELLANEOUS PROVISIONS.

- 12.1 Assignment. This AGREEMENT and all rights and benefits hereunder are personal to PAYOR and PROVIDER, and neither this AGREEMENT nor any right or interest of PAYOR or PROVIDER herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other party, and any attempt at assignment shall be void. However, PROVIDER may assign this AGREEMENT to an affiliate, commonly owned, or subsidiary corporation.
- 12.2 Changes or Modifications. No change or modifications of this AGREEMENT shall be valid unless the same shall be in writing signed by PROVIDER and by PAYOR. No waiver of any provision of the AGREEMENT shall be valid unless in writing and signed by the person or party against whom charged.
- 12.3 Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT between the parties and contains all of the mutual promises between the parties with respect to the subject matter hereof. No oral statements or prior written material not incorporated herein shall be of any force and effect. PAYOR and PROVIDER acknowledge that in entering into and executing this AGREEMENT, they have relied solely upon the representations and mutual promises contained in this AGREEMENT. This AGREEMENT supersedes any and all other agreements, either written or oral, between the parties hereto, with respect to the subject matter hereof.

- 12.4 Notices. All notices must be in writing and delivered either personally or sent by mail with postage prepaid. If mailed, such notice shall be deemed to be delivered when deposited in the United State Mail addressed to the PROVIDER or PAYOR at the addresses as they appear on the signature sheet.
- 12.5 Governing Law. This AGREEMENT shall be construed and governed by the laws of the State of Illinois. The parties agree that McLean County, Illinois is the sole and exclusive venue for any legal proceeding arising out of this AGREEMENT.
- 12.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 12.7 Waiver of Breach. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 12.8 Headings. The Section titles and other headings contained in AGREEMENT are for reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT.
- 12.9 Legal Compliance. PAYOR and PROVIDER agree to abide by and comply with Federal, State, and Local regulations which affect the legality of this AGREEMENT.

**EXHIBIT A**  
Reimbursement

OSF HealthCare System, D/B/A  
OSF St. Joseph Medical Center - Bloomington  
OSF Saint Francis Medical Center Reference Laboratory - Peoria  
and  
Saint Francis, Inc., D/B/A  
Eastland Medical Plaza SurgiCenter

**OSF St. Joseph Medical Center - Bloomington**

Inpatient, Outpatient, Emergency Department  
(Includes associated ancillary services) 20% off charges\*

\*Annual increase to be equal to the *lesser* of the medical component of the Customer Price Index (CPI) OR OSF St. Joseph Medical Center's percentage rate increase. Increase to be effective on the anniversary date of the contract. The method of calculation to determine increases will be applied on an aggregate basis over the duration of the contract.

**OSF Saint Francis Medical Center Reference Lab** Per Fee Schedule  
(Fee Schedule included in McLean County Detention Facility Proposal, May, 1996)

Services and supplies as follows:

- Specimen Pickup (Monday-Saturday) one time daily
- Remote Result Printer/Phone Line
- Centrifuge for Sample Preparation
- Inservice on Preparation of Samples
- Reference Materials
- Specimen Collection Supplies

**Saint Francis, Inc.**  
**D/B/A Eastland Medical Plaza SurgiCenter**

Outpatient rate 10% off charges\*\*  
(Includes associated ancillary services)

Excludes: Home Health, FME, DME services which may be negotiated separately.

\*\*Discounts off billed charges as may be amended from time-to-time

**SIGNATURES**

**OSF HealthCare System**

an Illinois not-for-profit corporation, Corporation owner and operator of:  
OSF St. Joseph Medical Center, Bloomington, IL  
OSF Saint Francis Medical Center Reference Laboratory, Peoria, IL

Dated: 12/15/97

By: Sister Mary Ellen Flannery, O.S.F.  
SIGNATURE

By: Sister Mary Ellen Flannery, O.S.F.  
PRINTED NAME  
Chairperson of the Board

**Saint Francis, Inc.**

Dated: 12/15/97

By: Sister Frances Marie Masching, O.S.F.  
SIGNATURE

By: Sister Frances Marie Masching, O.S.F.  
PRINTED NAME  
Chairperson of the Board

Address: OSF HealthCare System, Inc.  
800 N. E. Glen Oak Avenue  
Peoria, IL 61603-3200

**County of McLean**

a Body Politic and Corporate

Dated: August 19, 1997

By: [Signature]  
SIGNATURE

By: Gary C. Riss  
PRINTED NAME  
Chairman, McLean County Board

**ATTEST:**

By: Jeanette Barrett  
Jeanette Barrett, Clerk of  
the McLean County Board of  
McLean County, Illinois

Address: McLean County  
P.O. Box 2400  
Bloomington, IL 61702-2400





DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

|       |                                                                |
|-------|----------------------------------------------------------------|
| DATE: | NOVEMBER 26, 2007                                              |
| TO:   | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES                   |

TOPIC: RECOMMENDATION FOR APPROVAL OF AN EXCLUSIVE PREFERRED PROVIDER AGREEMENT BETWEEN EASTLAND MEDICAL PLAZA SURGICENTER AND MCLEAN COUNTY

The Exclusive Preferred Provider Agreement between OSF Healthcare System and McLean County, which has been in effect since 1997, originally included services performed at Eastland Medical Plaza SurgiCenter. At the request of representatives from OSF Healthcare Systems, Eastland Medical Plaza SurgiCenter has been removed from the original Agreement and we now will have a separate Exclusive Preferred Provider Agreement with Eastland Medical Plaza SurgiCenter.

At this time, we respectively recommend approval of an Exclusive Preferred Provider Agreement between Eastland Medical Plaza SurgiCenter and McLean County. This Agreement will now provide an increase in the discount from 15% to 20% for services provided to the McLean County Adult Detention Facility by Eastland Medical Plaza SurgiCenter. There are no other additions/deletions in the language of the Agreement and services provided will remain the same.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

## EXCLUSIVE PREFERRED PROVIDER AGREEMENT

### McLean County and Eastland Medical Plaza SurgiCenter

#### INTRODUCTION

This Exclusive Preferred Provider Agreement is made by and between McLean County, hereinafter referred to as PAYOR, and Eastland Medical Plaza SurgiCenter, herein after referred to as "SURGICENTER" or "PROVIDER." PAYOR is the corporate entity responsible for administration of McLean County Detention Facility.

#### I. DEFINITIONS

- 1.1. "MEDICALLY NECESSARY" OR "MEDICAL NECESSITY" means services or supplies which under the terms and conditions of this Agreement, are determined to be the following:
- Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of the MEMBER.
  - Provider for the diagnosis or direct care and treatment of the medical condition.
  - Within standards of good medical practice within the medical community.
  - Not primarily for the convenience of the MEMBER, the MEMBER's physician or another provider.
  - The most appropriate supply or level of service or supplies which can safely be provided.
- 1.2. "MEMBER" means individuals who are in the custody of the Sheriff of McLean County and currently incarcerated in the McLean County Detention Facility.
- 1.3. "NON-PREFERRED PROVIDER" means any healthcare provider located within the PREFERRED PROVIDER AREA not included as part of this AGREEMENT which offers the same types of medical services to patients as those defined herein as PROVIDER SERVICES.
- 1.4. "PAYOR" means the above named entity which is presently involved in providing health care services to MEMBERS in the McLean County Detention Facility.
- 1.5. "PLAN" means a health benefits plan sponsored or insured by PAYOR which encourages or requires MEMBERS to use PROVIDER in order to receive maximum benefits.
- 1.6. "PROVIDER SERVICES" – means those outpatient services which are offered at the designated PROVIDER facility on the effective date of this agreement as set forth in section 11.1, are medically necessary, and are provided to MEMBERS pursuant to PAYOR'S contractual legal responsibility. Furthermore it is specifically understood by the parties

hereto that sterilizations and abortions are not included within the definition of PROVIDER SERVICES and will not be performed under or as part of this AGREEMENT in compliance with "Ethical and Religious Directives for Catholic Health Care Facilities." PROVIDER SERVICES shall also not include physician services rendered to MEMBERS hereunder.

- 1.7. "PREFERRED PROVIDER AREA" means the geographic area of McLean County, Illinois.

## II. RELATIONSHIP BETWEEN PROVIDER AND PAYOR

- 2.1. Independent Entities. PAYOR and PROVIDER are independent entities. Nothing in this AGREEMENT shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this AGREEMENT.
- 2.2. Exclusivity. The parties agree and understand that this AGREEMENT is an exclusive provider arrangement for PROVIDER SERVICES provided to MEMBERS who utilize PROVIDER. PAYOR may not enter into a similar arrangement with any other person or entity located within the PREFERRED PROVIDER AREA. However, PROVIDER may enter into similar arrangements with other persons or entities.

In the event a MEMBER has existing available coverage through another provider in the services area, and that coverage is deemed to be the primary coverage consequently causing the coverage provided through this AGREEMENT to be secondary, or not applicable, the terms, conditions, and rates of this AGREEMENT do NOT apply.

- 2.3. Obligations. Neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as herein provided.
- 2.4. Third Party Liability. Neither PROVIDER nor PAYOR, nor any of their respective agents or members, shall be liable to third parties for any act or omission of the other party, except as herein provided.
- 2.5. Insurance. Each party shall maintain reasonable and appropriate levels of liability insurance, (through a policy or a self-insurance fund) on behalf of itself, its directors, officers, members, agents, assigns, and representatives. Each party shall notify in writing the other party thirty (30) days prior to the expiration, termination or modification of such insurance.

## III. PROVIDER DUTIES AND RESPONSIBILITIES

- 3.1. Services. PROVIDER shall provide to MEMBERS, and receive compensation therefore, those PROVIDER SERVICES set forth in Section 1.6 which are ordered by a physician having appropriate privileges at PROVIDER. Discounts given to PAYOR or amounts paid to PROVIDER hereunder for medical services shall not include physician services.

- 3.2. Discontinuation. PROVIDER may discontinue any particular treatment modality provided it is discontinued for all patients requiring such treatment modality. PROVIDER shall notify PAYOR thirty (30) days prior to the discontinuation of any treatment modality. Such discontinuation shall not affect the discount set forth in this AGREEMENT.
- 3.3. Licensure. PROVIDER agrees that all physicians and/or health care personnel providing PROVIDER SERVICES to MEMBERS at its facilities shall be duly licensed or certified in accordance with all federal, Illinois, and local requirements. PROVIDER further agrees that any Physician who renders PROVIDER SERVICES to MEMBERS at PROVIDER shall be a member in good standing of the Professional Staff of Eastland Medical Plaza SurgiCenter pursuant to the Professional Staff Bylaws and physician credentialing procedure.
- 3.4. Transfers. PROVIDER reserves the right to remove or transfer any MEMBER from PROVIDER'S premises in accordance with and pursuant to established PROVIDER'S policy regarding the removal or transfer of patients. PROVIDER shall provide PAYOR in writing, the reason for any request to remove or transfer any MEMBER from PROVIDER'S premises and/or refuse to admit such MEMBER in the future. Such refusal shall not be based on the amount, variety or cost of PROVIDER SERVICES required by MEMBER.

#### IV. PAYOR DUTIES AND RESPONSIBILITIES

- 4.1. Plan Description. Upon request from PROVIDER, PAYOR agrees to provide written documentation outlining PROVIDER SERVICES which MEMBERS are entitled to through PAYOR.
- 4.2. Billing Procedures. PAYOR agrees to pay its MEMBER'S bills for PROVIDER SERVICES at the compensation rate specified in this AGREEMENT, within sixty (60) days after such bills are received by PAYOR, or make adequate arrangements agreeable to PROVIDER within sixty (60) days to extend that time period. In the event of overpayment, refunds requested by any PAYOR must occur within six (6) months from payment by such PAYOR. All refund requests must be accompanied by a written explanation. PAYOR shall abide by the audit policy program that has been or will be established by PROVIDER.

#### V. COMPENSATION AND BILLING

- 5.1. Billing. PROVIDER shall provide PAYOR with all bills, charges and demands for payment for PROVIDER SERVICES provided to MEMBERS on a monthly basis. Individual monthly statements per PROVIDER facility will include the information detailed below.
- Summary Page with Total Charges for the month attached to individual UB92 claim forms featuring ICD9 Procedure and Diagnosis Code per patient.
- 5.2. Discount. The current charges of PROVIDER, as amended from time to time, shall be the basis for all discounts which are granted to PAYOR. Except as set forth below, the discount

rate granted shall be as listed in Exhibit A. Such discounts shall only apply when PAYOR has primary coverage responsibilities.

- 5.3. Payment. Such full payment which is received by PROVIDER at the applicable rate as set forth in Exhibit A shall be considered full payment for PROVIDER SERVICES rendered to MEMBERS pursuant to this AGREEMENT.
- 5.4. Late Payment. In the event PAYOR does not pay PROVIDER bills within sixty (60) days from the date of billing, PROVIDER may rescind the discount set forth in Section 5.3. This rescission of discount shall apply only to the PROVIDER bills which are not paid in a timely manner pursuant to Section 4.2. The provisions of this paragraph relate only to undisputed bills. Disputed bills, when resolved, shall be entitled to a full discount if paid within one hundred twenty (120) days.
- 5.5. Continued Coverage. In the event this AGREEMENT is terminated, for any reason, PAYOR shall pay PROVIDER for continued PROVIDER SERVICES rendered to MEMBERS pursuant to Section 5.6. In addition, if PROVIDER is authorized by PAYOR or its designee to provide services to a MEMBER, PAYOR will pay for such services if such authorization was incorrectly provided by PAYOR or their agent.

## VI. MEMBERS' RIGHTS

- 6.1. Amend Rights. PROVIDER and PAYOR reserve the right to amend or terminate this AGREEMENT without notice to, or the consent of, the MEMBERS.
- 6.2. Third Parties. This AGREEMENT is not a third-party beneficiary contract and shall not in any respect whatsoever increase the rights of the MEMBERS, or any other third-party, with respect to PAYOR or the duties of PAYOR to the MEMBERS or create any rights or remedies on behalf of the MEMBERS against PROVIDER.
- 6.3. Limitations. The rights of MEMBERS and the duties and obligations of PAYOR and PROVIDER shall be subject to the following limitations: (i) In the event of any major disaster or epidemic, PROVIDER shall arrange PROVIDER SERVICES insofar as is practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available; and (ii) In the event of a labor dispute, interruption in supply, or all other causes beyond the control of PROVIDER which could interfere with its ability to PROVIDER SERVICES according to the terms and conditions contained herein, PROVIDER shall arrange for the provision of PROVIDER SERVICES insofar as practical according to its best judgment and ability, within the limitation of those facilities and personnel which are available.

## VII. RECORDS

- 7.1. Medical Records. PROVIDER shall prepare and maintain all necessary and appropriate records, including documentation of the PROVIDER SERVICES provided to MEMBERS.
- 7.2. Confidentiality. Subject to applicable laws relating to privacy and confidentiality requirements, PROVIDER shall use their best efforts to maintain the MEMBER's medical and other records and financial information and to prevent the unauthorized disclosure of records and other data required to be prepared and/or maintained under this AGREEMENT. Upon request, PAYOR will be allowed access to the MEMBER's medical and other records and financial information for review within legal parameters placed on PROVIDER.

### VIII. MARKETING, PUBLICITY AND CONFIDENTIALITY

- 8.1. Confidential. PAYOR and PROVIDER agree that the terms and conditions of Article V shall be maintained in the strictest confidence and that its contents will be disclosed only to those: (i) personal directly associated with the administration of this AGREEMENT and the fulfillment of its terms; (ii) Who may be virtue of their positions with the respective parties have legitimate business reasons to be knowledgeable concerning its provisions; (iii) Approved in writing by PROVIDER. In no event shall the terms and conditions of Article V be directly or indirectly advertised to the public or to the media by either party.
- 8.2. Use of Names. PAYOR shall have the right to use the name of PROVIDER for the purpose of informing MEMBERS of the identity of PROVIDER and otherwise to carry out the terms of this AGREEMENT. PROVIDER shall have the right to review in advance and approve such use.
- 8.3. Control. PAYOR and PROVIDER reserve the right to and the control of the use of their respective names, symbols, trademarks or service marks presently existing or later established. In addition, neither PAYOR nor PROVIDER shall use the other party's names, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the written consent of that party, and shall cease any such usage immediately upon written notice of the party or upon termination of this AGREEMENT, whichever is sooner.

### IX. DISPUTE RESOLUTIONS

- 9.1. PROVIDER and PAYOR hereby agree to meet and confer in good faith to resolve any problem or dispute that may arise under this AGREEMENT.

### X. UTILIZATION REVIEW

- 10.1. PROVIDER Participation. PROVIDER agrees to participate in a utilization review program as mutually agreed upon by PAYOR and PROVIDER. PAYOR shall bear the cost of such utilization review program.

- 10.2. Retrospective Denial of Payment. PAYOR shall not retrospectively deny payment based upon retrospective utilization review of MEDICAL NECESSITY determinations when PROVIDER has complied with the utilization review mechanisms.
- 10.3. External Review Policy. PAYOR or its designated utilization review organization will comply with the external review policies established by PROVIDER.

## XI. TERM AND TERMINATION

- 11.1. Term. This AGREEMENT shall become effective as of January 1, 2008 and shall continue in effect for one (1) year from such date, and shall expire on December 31, 2008, and shall automatically renew under like terms and conditions thereafter for successive terms of one (1) year each unless either party give notice to the other of intent not to renew at least thirty (30) days prior to the end of the then current term.
- 11.2. Termination. This AGREEMENT may be terminated on the first to occur of any of the following:
- a. Written agreement by both parties to terminate this AGREEMENT.
  - b. Non compliance by PAYOR with Section 4.2 or Article V of this AGREEMENT.
  - c. Excluding acts or events which may lead to termination pursuant to Section 11.2(b), in the event of the breach of any of the terms or conditions of this AGREEMENT by either party and the failure of the breaching party to correct such breach within thirty (30) days after receipt of written notice of such breach by the breaching party, such other party may terminate the AGREEMENT immediately with written notice of such termination to the breaching party.
  - d. Force Majeure. If either party is prevented from performing its obligations under this AGREEMENT, by strikes or other labor disputes, official or unofficial, fire, war, or flood, each party's rights and obligations hereunder shall cease with written notice of such cessation to the other party.

## XII. MISCELLANEOUS PROVISIONS

- 12.1. Assignment. This AGREEMENT and all rights and benefits hereunder are personal to PAYOR and PROVIDER, and neither this AGREEMENT nor any right or interest of PAYOR or PROVIDER herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other party, and any attempt at assignment shall be void. However, PROVIDER may assign this AGREEMENT to an affiliate, commonly owned, or subsidiary corporation.
- 12.2. Changes of Modifications. No change or modifications of this AGREEMENT shall be valid unless the same shall be in writing signed by PAYOR and by PROVIDER. No waiver of

any provision of the AGREEMENT shall be valid unless in writing and signed by the person or party against whom charged.

- 12.3. Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT between the parties and contains all of the mutual promises between the parties with respect to the subject matter hereof. No oral statements or prior written material not incorporated herein shall be of any force and effect. PAYOR and PROVIDER acknowledge that in entering into and executing this AGREEMENT, they have relied solely upon the representations and mutual promises contained in this AGREEMENT. This AGREEMENT supersedes any and all other agreements, either written or oral, between the parties hereto, with respect to the subject matter hereof.
- 12.4. Notices. All notices must be in writing and delivered either personally or sent by mail with postage prepaid. If mailed, such notice shall be deemed to be delivered when deposited in the United State Mail addressed to the PROVIDER or PAYOR at the addresses as they appear on the signature sheet.
- 12.5. Governing Law. This AGREEMENT shall be construed and governed by the laws of the State of Illinois. The parties agree that McLean County, Illinois is the sole and exclusive venue for any legal proceeding arising out of the AGREEMENT.
- 12.6. Severability. The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 12.7. Waiver of Breach. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 12.8. Headings. The Section titles and other headings contained in AGREEMENT are for reference only and shall not affect in any way the meaning or interpretation of this AGREEMENT.
- 12.9. Legal Compliance. PAYOR and PROVIDER agree to abide by and comply with Federal, State, and Local regulations which affect the legality of this AGREEMENT.



SIGNATURES

Eastland Medical Plaza SurgiCenter

Date: 11/26/07

By: Brenda Cypulik  
SIGNATURE

By: Brenda Cypulik  
PRINTED NAME

Address: Eastland Medical Plaza SurgiCenter  
1505 Eastland Drive  
Bloomington, IL 61701

County of McLean  
A Body Politic and Corporation

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

By: \_\_\_\_\_  
SIGNATURE

By: \_\_\_\_\_  
PRINTED NAME

Address: McLean County  
P.O. Box 2400  
Bloomington, IL 61702-2400

**EXHIBIT A**  
Reimbursement

Eastland Medical Plaza SurgiCenter

Outpatient rate  
(Includes associated ancillary services)

20% off charges\*

\*Discounts off billed charges as may be amended from time-to-time.



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

|       |                                                                |
|-------|----------------------------------------------------------------|
| DATE: | November 26 <sup>th</sup> , 2007                               |
| TO:   | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES <i>JNA</i>           |

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY ADULT DETENTION FACILITY.

We respectfully recommend renewal of the contract with the McLean County Center for Human Services for contract year 2008. This contract allows us to provide mental health services for the inmate population. These services include on site counseling for twenty-four hours each week, weekly two hour sessions by the MCDF Psychiatrist, and crisis intervention whenever necessary.

In the past, all services provided by the McLean County Center for Human Services were billed on an hourly basis; however, in 2008, cost for all services rendered by McLean County Center for Human Services will be \$78,000.00 annually, billable on a monthly basis. This figure was negotiated with representatives of McLean County Center for Human Services, and is within the parameter of the approved fiscal year 2008 budget for mental health services for the McLean County Adult Detention Facility Physician.

There are no other additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.

CONTRACT 553140-CY08

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Detention Facility inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2008 through December 31, 2008, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SEVENTY-EIGHT THOUSAND DOLLARS (\$78,000) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
  - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,
  - b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,

- c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
  - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
  - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
  - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
  - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
  - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
  - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
  - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.
7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid in twelve equal payments beginning January 2008.

9. The AGENCY will provide the McLean County Detention Facility the following information on a quarterly basis:
  - a. Total hours provided for scheduled on-site mental health assessment, counseling, and consultation services by clinical staff.
  - b. Total hours provided for on-site psychiatric services.
  - c. Total hours provided for emergency assessments by the Crisis Intervention Team.
10. This CONTRACT may be terminated for any of the following reasons:
  - a. At the request of the AGENCY upon thirty days written notice; and,
  - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
  - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
11. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
12. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
13. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
14. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
15. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
16. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel

transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.

17. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
18. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
19. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
20. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
21. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
22. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
23. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
Mike Emery  
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: \_\_\_\_\_  
Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

By: \_\_\_\_\_  
Daniel Steadman, President

McLEAN COUNTY BOARD

By: \_\_\_\_\_  
Matt Sorensen, Chairman

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

mtl\cont\chs\jail.08



**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2007  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Circuit Court 0016**

**WHEREAS**, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Court; and,

**WHEREAS**, to date, the Circuit Court has experienced a significant increase in a number of line item expenses that are directly related to the number and types of cases that have been heard by the Circuit Court; and,

**WHEREAS**, the County Auditor's Office has advised the Circuit Court that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred; and,

**WHEREAS**, the Justice Committee, at its regular meeting on Tuesday, December 4, 2007, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred by the Circuit Court; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$ 71,500.00 as follows:

|                                          | <u>ADOPTED</u> | <u>INCREASE</u> | <u>AMENDED</u> |
|------------------------------------------|----------------|-----------------|----------------|
| County Board<br>0001-0001-0001-0400.0000 | \$ 0.00        | \$ 71,500.00    | \$ 71,500.00   |

2. That the County Auditor is directed to add to the appropriated budget of the Circuit Court the following appropriations:

|                                                 | <u>ADOPTED</u> | <u>INCREASE</u> | <u>AMENDED</u> |
|-------------------------------------------------|----------------|-----------------|----------------|
| Schools/Conferences<br>0001-0016-0016-0718.0001 | \$ 2,500.00    | \$ 3,200.00     | \$ 5,700.00    |

(2)

|                                                                | <u>ADOPTED</u> | <u>INCREASE</u> | <u>AMENDED</u> |
|----------------------------------------------------------------|----------------|-----------------|----------------|
| Court Appointed Attorney<br>0001-0016-0016-0721.0001           | \$ 40,000.00   | \$ 17,200.00    | \$ 57,200.00   |
| Special Defender Expense<br>0001-0016-0016-0722.0001           | \$ 13,000.00   | \$ 26,800.00    | \$ 39,000.00   |
| Psychiatric/Psychological Expenses<br>0001-0016-0016-0723.0001 | \$ 5,000.00    | \$ 3,000.00     | \$ 8,000.00    |
| Juror Expenses<br>0001-0016-0016-0727.0001                     | \$ 118,000.00  | \$10,200.00     | \$128,200.00   |
| Juror Meals<br>0001-0016-0016-0727.0002                        | \$ 17,500.00   | \$ 5,600.00     | \$ 23,100.00   |
| Juror Parking<br>0001-0016-0016-0727.0003                      | \$ 19,000.00   | \$ 2,500.00     | \$ 21,500.00   |
| Non-Contractual Services<br>0001-0016-0016-0773.0001           | \$ 3,000.00    | \$ 3,000.00     | \$ 6,000.00    |
| Total Increase:                                                |                | \$71,500.00     |                |

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Trial Court Administrator of the Eleventh Circuit Court..

**ADOPTED** by the County Board of McLean County this 18th day of December, 2007.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

**SPECIAL OFFER AMENDMENT  
TO WESTLAW® SUBSCRIBER AGREEMENT**

Special Offer Amendment to Westlaw Subscriber Agreement between County of McLean – Circuit Court System including Judges, States Attorneys, Public Defenders and Law Librarians (Librarian Use Only) ("Subscriber") and West, a Thomson business ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw Subscriber Agreement, of even date herewith including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions.

All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. **Term and Termination.** The Subscriber Agreement and this Amendment, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on December 1, 2007. This Amendment shall continue in effect through December 31, 2010 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to a significant increase in the number of attorneys (excluding any merger with or acquisition of a Westlaw subscriber), divestitures or downsizing. In the event Subscriber does not execute a superseding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superseding Amendment is executed by the parties.

3. **Special Offer.**

3.1 From December 1, 2007 through December 31, 2007 ("Period 1"), Subscriber shall receive, at no charge, access to the Westlaw databases set forth in paragraph 3.2 herein. Access to all other "Excluded Charges" databases, Features and services, as defined in paragraph 3.5 herein shall be blocked.

3.2 From January 1, 2008 through December 31, 2008 ("Period 2"), Subscriber shall guarantee monthly fixed Westlaw Charges of \$1,939 ("Monthly Guarantee"), regardless of Subscriber's actual usage, for all charges associated with the Westlaw Databases as set forth below:

- Illinois All Cases & Statutes Gold Library Databases
- National Public Records Library Databases
- ResultsPlus Library Databases

3.3 From January 1, 2009 through December 31, 2009 ("Period 3"), the Period 3 Monthly Guarantee shall be \$1,997.

3.4 From January 1, 2010 through December 31, 2010 ("Period 4"), the Period 4 Monthly Guarantee shall be \$2,057.

3.4 All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current Schedule A Plan 2 rates without volume discounts ("Excluded Charges"). The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. **Print Products.** During the Term of this Amendment, Subscriber shall receive a 50% discount from the ongoing subscription update charges for Subscriber's West print product subscriptions set forth on Exhibit 1 hereto; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraph 3, herein. During the Term Subscriber agrees not to terminate its subscriptions to the West print products set forth below. At the end of the Term, Subscriber shall be billed at then-current rates for all of its West print product subscriptions.

5. **Support and Training.** Subscriber hereby commits to actively pursue a policy of effective use of Westlaw. To this end, Subscriber (with the support of West) will work toward establishing programs relating to effective use of Westlaw, including:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
- (b) additional ongoing programs presented by West and supported by Subscriber to update and train its personnel to enhance their understanding and use of Westlaw; and

(c) the distribution of a memo or other communication by Subscriber to all personnel encouraging effective use of Westlaw.

6. **Confidentiality.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

West, a Thomson business

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

County of McLean - Judges

By (signature) 

Name (please print) Kevin P. Fitzgerald

Title Circuit Court Judges

Date November 13, 2007

Firm Name McLean County Circuit Court

Subscriber's Address 104 W. Front Street

Bloomington, IL 61701

Contact Name \_\_\_\_\_

Telephone Number (309) 888-5290

County of McLean - States Attorney

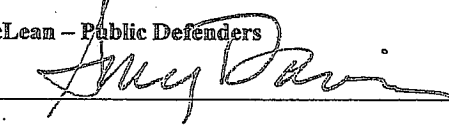
By (signature) 

Name (please print) William Yoder

Title State's Attorney

Date \_\_\_\_\_

County of McLean - Public Defenders

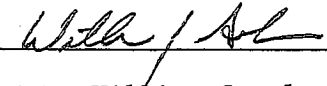
By (signature) 

Name (please print) Amy Davis

Title Public Defender

Date 11/13/07

County of McLean - Law Librarians

By (signature) 

Name (please print) William Scanlon

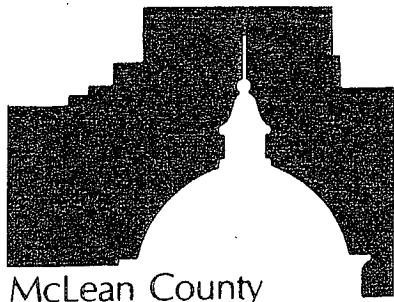
Title Trial Court Administrator

Date November 7, 2007

This offer expires November 21, 2007

REG

11/2/07



**EMERGENCY MANAGEMENT AGENCY**

(309) 888-5020 FAX: (309) 888-5534

104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**To:** Chairman, Justice Committee, McLean County Board

**From:** *Curtis*  
Curtis Hawk, EMA Director

**Date:** November 16, 2007

**Re:** Consideration of Resolution for Mutual Aid Agreement

I am requesting that the attached Resolution be considered for review at the next Justice Committee meeting on December 4, 2007 for your approval and recommendations to the County Board.

I have attached the Resolution adopting the Illinois Emergency Management Mutual Aid System Agreement between McLean County and the Illinois Emergency Services Management Association.

I have also included a copy of the Mutual Aid Intergovernmental Service Agreement "Exhibit A" that would follow for the Chairman's Signature upon the Committee's approval of the Resolution.

Should you have any questions, please feel free to contact any me at 309-888-5020

Thank you,

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING PARTICIPATION AS A MEMBER IN THE  
ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE  
PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE COUNTY OF McLEAN AND THE  
ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION

WHEREAS, the County of McLean, Illinois, a body politic and corporate, pursuant to Illinois law and County ordinance, has established the McLean County Emergency Management Agency (the "EMA"); and,

WHEREAS, at any given time, an emergency may occur that is beyond the capacities of the County EMA to respond effectively with necessary personnel, equipment and material resources; and,

WHEREAS, by approving and adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County EMA agrees to assist a nearby member jurisdiction(s) by assigning personnel, equipment and/or material resources as necessary and feasible; and,

WHEREAS, by approving and adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County EMA shall be able to call upon the resources of a nearby member jurisdiction(s) and request that personnel, equipment and/or material resources be provided to assist the County EMA; and,

WHEREAS, said Intergovernmental Service Agreement is authorized in the Illinois Emergency Management Act, 20 *ILCS* 3305/13 (2006) and pursuant to County Ordinances that permit participation in various mutual aid agreements; and,

WHEREAS, it is in the best interests of the County EMA to plan for and provide adequate emergency services and assistance to the residents of the County; and,

WHEREAS, by approving and adopting the Intergovernmental Service Agreement, the County EMA will be able to access and utilize resources of a nearby member jurisdiction(s) when responding to an emergency in the County and the County EMA will be able to assign resources to a nearby member jurisdiction(s) to assist with an emergency; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

(2)

Section 1) The McLean County Board hereby approves and incorporates the above and foregoing recitals as findings of fact in this Resolution.

Section 2) The McLean County Board hereby approves and authorizes the County EMA to participate as a member of the Illinois Emergency Management Mutual Aid System, pursuant to the provisions of the Mutual Aid Intergovernmental Service Agreement.

Section 3) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Director of the County EMA, the McLean County Sheriff, the First Civil Assistant State's Attorney and the County Administrator.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of December, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the McLean County Board  
McLean County, Illinois

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

**Illinois Emergency Management**  
**MUTUAL AID SYSTEM**  
**AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,



**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein,  
**THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. " Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of; IEMMAS
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency:
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "Executive Board": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency / disaster occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster and the type and amount of equipment and personnel and/or services requested from the IEMMAS.

- C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Establish the incident command system at the site of the emergency.
  2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
  3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
  4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
  5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## **SECTION FOUR**

### **Incident Management System**

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

## SECTION FIVE

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## SECTION SIX

### Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

## SECTION SEVEN

### Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims,

demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

## SECTION EIGHT

### Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## **SECTION NINE**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

## **SECTION TEN**

### **Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## **SECTION ELEVEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION THIRTEEN**

### **Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

## **SECTION FOURTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

## **SECTION FIFTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.



## **SECTION SIXTEEN**

### **Executive Board of IEMMAS**

The Executive Board of IESMA is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The Executive Board shall consist of 3 members appointed from within each IEMMAS who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION EIGHTEEN**

### **Rules and Procedures**

Rules, procedures of the IEMMAS shall be established by the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

## SECTION NINETEEN

### Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

McLean County Board  
Political Entity

Illinois Emergency Service Management  
Association

\_\_\_\_\_  
Matt Sorensen, Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
IEMMAS Chairperson

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Title

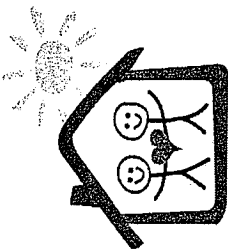
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

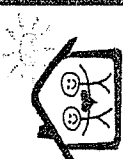
IEMMAS-ILLINOIS-CITY-VILLAGE-DISTRICT-AGREEMENT

McLean County Children's Advocacy Center Monthly Statistics,  
October, 2007



|                           | 2006<br>INTERVIEWS<br>Vic/OTHER/TOT | 1ST.<br>INTERVIEW<br>2007<br>MONTH/YTD | JUV. SUSPECT<br>INTERVIEW<br>2007 | SIB/WITNESS<br>INTERVIEW<br>2007 | 2ND<br>INTERVIEW<br>2007 | OUT OF COUNTY<br>INTERVIEW<br>2007 | TOTAL MONTHLY<br>INTERVIEWS | YTD<br>TOTALS |
|---------------------------|-------------------------------------|----------------------------------------|-----------------------------------|----------------------------------|--------------------------|------------------------------------|-----------------------------|---------------|
| JANUARY                   | 14/6/20                             | 16                                     | 2                                 | 1                                | 0                        | 3                                  | 22                          | 22            |
| FEBRUARY                  | 20/8/28                             | 40/56                                  | 2                                 | 0                                | 0                        | 0                                  | 42                          | 64            |
| MARCH                     | 24/4/28                             | 19/75                                  | 1                                 | 8                                | 3                        | 1                                  | 32                          | 96            |
| APRIL                     | 8/4/12                              | 11/86                                  | 0                                 | 5                                | 0                        | 2                                  | 18                          | 114           |
| MAY                       | 16/14/30                            | 27/113                                 | 0                                 | 6                                | 0                        | 0                                  | 33                          | 147           |
| JUNE                      | 21/11/32                            | 17/130                                 | 1                                 | 4                                | 1                        | 1                                  | 24                          | 171           |
| JULY                      | 29/11/40                            | 15/145                                 | 0                                 | 0                                | 0                        | 1                                  | 16                          | 187           |
| AUGUST                    | 19/9/28                             | 21/166                                 | 4                                 | 3                                | 0                        | 1                                  | 29                          | 216           |
| SEPTEMBER                 | 13/4/17                             | 16/182                                 | 0                                 | 6                                | 0                        | 0                                  | 22                          | 238           |
| OCTOBER                   | 13/2/15                             | 31/213                                 | 0                                 | 2                                | 0                        | 0                                  | 33                          | 271           |
| NOVEMBER                  | 8/5/13                              |                                        |                                   |                                  |                          |                                    |                             |               |
| DECEMBER                  | 15/3/18                             |                                        |                                   |                                  |                          |                                    |                             |               |
| YEAR<br>TO DATE<br>TOTALS | 200/81/281                          | 213                                    | 10                                | 35                               | 4                        | 9                                  | 271                         | 271           |

# CASA Monthly Statistics FY07

|  | New Children Cases Assigned | Child Cases Closed | Children Awaiting CASA Assignment | Total Children Served | CASAs Assigned | Total Number of Assigned CASAs | Reported CASA Volunteer Hours | CASAs Trained | Reports Filed | Court Hearings Attended |
|-------------------------------------------------------------------------------------|-----------------------------|--------------------|-----------------------------------|-----------------------|----------------|--------------------------------|-------------------------------|---------------|---------------|-------------------------|
| January                                                                             | 6                           | 2                  | 14                                | 136                   | 2              | 62                             | 276                           | in progress   | 6             | 19                      |
| February                                                                            | 2                           | 0                  | 19                                | 138                   | 1              | 63                             | 312.1                         | in progress   | 4             | 13                      |
| March                                                                               | 0                           | 1                  | 24                                | 138                   | 0              | 63                             | 335.1                         | in progress   | 9             | 17                      |
| April                                                                               | 10                          | 5                  | 10                                | 143                   | 6              | 65                             | 275                           | 8             | 13            | 25                      |
| May                                                                                 | 7                           | 9                  | 9                                 | 152                   | 5              | 64                             | 289.5                         | 0             | 8             | 31                      |
| June                                                                                | 5                           | 10                 | 7                                 | 150                   | 4              | 61                             | 238                           | in progress   | 12            | 26                      |
| July                                                                                | 2                           | 2                  | 3                                 | 148                   | 1              | 50                             | 222                           | in progress   | 10            | 26                      |
| August                                                                              | 1                           | 3                  | 8                                 | 146                   | 1              | 50                             | 220                           | 2             | 8             | 21                      |
| September                                                                           | 1                           | 2                  | 8                                 | 145                   | 1              | 51                             | 199                           | 0             | 7             | 19                      |
| October                                                                             | 0                           | 6                  | 4                                 | 143                   | 0              | 49                             | 221                           | in progress   | 9             | 30                      |
| November                                                                            |                             |                    |                                   |                       |                |                                |                               |               |               |                         |
| December                                                                            |                             |                    |                                   |                       |                |                                |                               |               |               |                         |
| YTD Totals                                                                          | 34                          | 40                 | 7                                 | 174                   | 21             | 63                             | 2587.7                        | 10            | 86            | 227                     |



McLEAN COUNTY SHERIFF'S DEPARTMENT  
**MIKE EMERY, 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) 888-5859  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Violence Division (309) 888-4940  
FAX (309) 888-5072

November 27, 2007

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff Mike Emery  
SUBJ: December 6, 2007 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following items be placed on the December 6<sup>th</sup>, 2007 Justice Committee Agenda.

**Action**


**1) Task Force Six Grant.**

McLean County is host agency for the Illinois State Police Task Force Six Multi-Jurisdictional Narcotics Unit. This grant is a monetary pass through grant and McLean County has no financial obligation. Being host agency, this grant is monitored and managed by the McLean County Auditors' Office, and falls under the ordinances enacted by The McLean County Board that regulates all grants received in McLean County Government.

**Information**

- 1) Memorandum of Understanding with Children's Foundation**  
(please see attached).
- 2) McLean County Detention Facility Population Report:** (Please see attached).

Sincerely,

  
Mike Emery  
Sheriff

General Grant Information

|                                                                                                                                   |  |                                                                                                                                                                                                                    |                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>Requesting Agency or Department:</b><br>McLean County Sheriff's Department on behalf of<br>Task Force 6 Narcotics Unit #405220 |  | <b>This request is for:</b><br><input type="checkbox"/> A New Grant<br><input checked="" type="checkbox"/> Renewal/Extension of Existing Grant                                                                     |                                                              |
| <b>Granting Agency:</b><br>Department of Justice/Ofc of Justice Programs                                                          |  | <b>Grant Type:</b><br><input checked="" type="checkbox"/> Federal, CFDA #: 16.579<br><input type="checkbox"/> State<br><input type="checkbox"/> Other                                                              | <b>Grant Date:</b><br>Start: 10/1/2007<br><br>End: 9/30/2008 |
| <b>Grant Title:</b><br>Expanding Multi-Jurisdictional Narcotics Units<br>Task Force 6                                             |  | <b>Grant Funding Method:</b><br><input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/><br><input type="checkbox"/> Pre-Funded<br><b>Expected Initial Receipt Date:</b> |                                                              |
| <b>Grant Amount:</b><br>\$64,106.00                                                                                               |  | <b>Source of Matching Funds (if applicable):</b><br>McLean County, Task Force 6                                                                                                                                    |                                                              |
| <b>Match Amount (if applicable):</b><br>Required Match :\$21,369.00<br>Overmatch: \$80,833.00                                     |  | <b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><b>Monetary Pass Through?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No            |                                                              |
| <b>Grant Total Amount:</b><br>\$166,358.00                                                                                        |  | <b>Will it be likely to obtain this grant again next FY?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                |                                                              |

Grant Costs Information

| <b>Will personnel be supported with this grant:</b><br><input type="checkbox"/> Yes (complete personnel portion below)<br><input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>A new hire will be responsible for financial reporting:</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|-------|----------------------|--|----------------|----|---------------------|----|-----------------------------|----|----------------------------|--|----------------|----|-----------|--------|-------|--------------|----------------------------------|---------------|--------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td>\$</td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$0.00</td> </tr> <tr> <td>Other</td> <td>\$166,358.00</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$166,358.00</b></td> </tr> </tbody> </table> | Grant Expense Chart                                                                                                                   |  | Personnel Expenses | Costs | Number of Employees: |  | Personnel Cost | \$ | Fringe Benefit Cost | \$ | <b>Total Personnel Cost</b> | \$ | <b>Additional Expenses</b> |  | Subcontractors | \$ | Equipment | \$0.00 | Other | \$166,358.00 | <b>Total Additional Expenses</b> | <b>\$0.00</b> | <b>GRANT TOTAL</b> | <b>\$166,358.00</b> | <b>Description of equipment to be purchased:</b><br>N/A<br><br><b>Description of subcontracting costs:</b><br><br><b>Other requirements or obligations:</b><br>Monetary Pass Thru Grant to Task Force 6 Narcotics Unit. |
| Grant Expense Chart                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                       |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Personnel Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Costs                                                                                                                                 |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Number of Employees:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                       |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Personnel Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$                                                                                                                                    |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Fringe Benefit Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$                                                                                                                                    |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| <b>Total Personnel Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$                                                                                                                                    |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| <b>Additional Expenses</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                       |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Subcontractors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$                                                                                                                                    |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00                                                                                                                                |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$166,358.00                                                                                                                          |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| <b>Total Additional Expenses</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$0.00</b>                                                                                                                         |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |
| <b>GRANT TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$166,358.00</b>                                                                                                                   |  |                    |       |                      |  |                |    |                     |    |                             |    |                            |  |                |    |           |        |       |              |                                  |               |                    |                     |                                                                                                                                                                                                                         |

*Grant Total must match "Grant Total Amount" from General Grant Information*

Responsible Personnel for Grant Reporting and Oversight:

Mike Amery 10/08/07  
 Department Head Signature Date  
  
N/A \_\_\_\_\_  
 Grant Administrator/Coordinator Signature (if different) Date

| OVERSIGHT COMMITTEE APPROVAL |            |
|------------------------------|------------|
|                              |            |
| Chairman _____               | Date _____ |

COPY

**PROGRAM TITLE:** Expanding Multi-Jurisdictional Narcotics Units

**AGREEMENT NUMBER:** 405220

**PREVIOUS AGREEMENT NUMBER(S):** 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416

**ESTIMATED START DATE:** October 1, 2007

**SOURCES OF PROGRAM FUNDING:**

|                                              |                  |
|----------------------------------------------|------------------|
| <i>Justice Assistance Grant FRY:05 Funds</i> | \$ 64,106        |
| <i>Matching Funds</i>                        | \$ 21,369        |
| <i>Over-Matching Funds</i>                   | \$ 80,883        |
| <b>Total:</b>                                | <b>\$166,358</b> |

**IMPLEMENTING AGENCY:** County of McLean

**ADDRESS:** Government Center  
115 E. Washington, Suite 401  
Bloomington, IL 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** **Matt Sorensen**  
**TITLE:** Chairman, McLean County Board  
**TELEPHONE:** (309) 388-5110

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** Treasurer, County of McLean  
**TELEPHONE:** (309) 388-5180

**PROGRAM AGENCY:** Task Force Six

**ADDRESS:** P.O. Box 1511  
Bloomington, IL 61702-1511

**PROGRAM DIRECTOR:** M/Sgt. Ben Halloran  
**TITLE:** Task Force Six Commander  
**TELEPHONE:** (309) 452-9961  
**E-MAIL:** hallorb@isp.state.il.us

**FISCAL CONTACT PERSON:** Jennifer Miller  
**AGENCY:** County of McLean  
**TITLE:** Bookkeeper  
**TELEPHONE:** (309) 888-5033  
**FAX:** (309) 888-5072  
**E-MAIL:** Jennifer.miller@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Michael J. Reidy  
**TITLE:** Chief of Police, City of Clinton  
**TELEPHONE:** (217) 935-9441  
**FAX:** (217) 935-4219  
**E-MAIL:** mreidy@clintonillinois.com



**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 405220

Federal Grant Award Amount: \$ 64,106.00

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF McLEAN

Address: 104 W. Frant Street, Room 105  
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address:

jennifer.miller@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**                      **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Matt Sorensen, County Board Chairman [responsible official], certify that the

Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of  
County of McLean Government Center

\_\_\_\_\_  
[agency/organization name], at 115 E. Washington, Suite 401

Bloomington, IL 61701

\_\_\_\_\_  
[address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

  
\_\_\_\_\_  
[Signature of Responsible Official]

Matt Sorensen, County Board Chairman

\_\_\_\_\_  
[Print Name and Title]

10/02/07  
\_\_\_\_\_  
[Date]

Grant Program (circle applicable grant program):

ADAA/EYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF McLEAN

Address: 104 W. Front Street, Room 105  
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address:

jennifer.miller@mcleancountyil.gov

Grant Number/Contract Name: #405220 Expanding Multi-Jurisdictional Narcotics Unit

Certification Statement:

I, Matt Sorensen [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Matt Soren  
[Signature of Responsible Official]

County Board Chairman  
[Title]

10/02/07  
[Date]

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the McLean County Sheriff ("Sheriff") and the Children's Home & Aid's Children's Foundation ("Foundation") dated this \_\_\_\_\_th day of \_\_\_\_\_, 2007.

WHEREAS, the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Home & Aid's Children's Foundation ("Foundation") have entered into an Agreement ("Agreement") to establish a Children's Waiting Room on the third floor of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois for the purpose of providing a temporary day care location for children between the ages of 6 weeks and 12 years who are, or whose parents or guardians are, appearing in court or conducting court business; and

WHEREAS, in that Agreement the Court and County agreed to make available at their expense the necessary facilities, electricity, heating, air conditioning, furniture, equipment, security, and janitorial services for the Project; and

WHEREAS, in that Agreement the Foundation agreed to operate the Children's Waiting Room in the McLean County Law & Justice Center for the benefit of parents and guardians of such children who have court related business within the McLean County Law & Justice Center; and

WHEREAS, the Sheriff has title to and is in possession of certain audio and visual equipment that he desires to designate for exclusive use in said Children's Waiting Room; and

WHEREAS, the Foundation desires to use said audio and visual equipment exclusively in said Children's Waiting Room; now therefore,

IT IS AGREED AND UNDERSTOOD as follows:

1. That so long as the Children's Waiting Room continues to exist in the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois for the purpose of providing a temporary day care location for children who are, or whose parents or guardians are, appearing in court or conducting court business, and such Children's Waiting Room is operated solely by the Foundation, and a Children's Waiting Room Agreement continues to be in effect by and between the Court, County and Foundation, then the Sheriff shall designate the following audio and visual equipment for exclusive use in said Children's Waiting Room no later than January 2, 2008:

- RCA big screen television: Model R54WM24 -- serial number G245CN03M
- Panasonic DVD Player: Model DVD S52 -- serial number VC6EA016531

- RCA Home Theatre Receiver: Model RT2760 -- serial number 636500807, which includes 5 surround sound speakers and 1 sub-woofer

2. That the Foundation shall keep and use such designated audio and visual equipment exclusively within said Children's Waiting Room in association with the Foundation's Agreement to provide a temporary day care location for children who are, or whose parents or guardians are, appearing in court or conducting court business.

3. That the Sheriff and Foundation both agree that given the nature of the use of the Children's Waiting Room as well as the expected wear and tear on the designated audio and visual equipment, said designated audio and visual equipment may become marred, scratched, damaged, broken, inoperable or stolen.

4. That if said designated audio and visual equipment does become marred, scratched, damaged, broken, inoperable or stolen, the Foundation agrees and understands that the Sheriff has no duty to maintain, repair or replace any or all components named herein.

5. That if said designated audio and visual equipment does become marred, scratched, damaged, broken, inoperable or stolen, the Sheriff agrees and understands that the Foundation has no duty to maintain, repair or replace any or all components named herein.

6. That if the Children's Waiting Room no longer exists in the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois for the purpose of providing a temporary day care location for children who are, or whose parents or guardians are, appearing in court or conducting court business, or such Children's Waiting Room is no longer operated solely by the Foundation, or a Children's Waiting Room Agreement is no longer in effect by and between the Court, County and Foundation, then the Foundation agrees and understands that the Sheriff may remove said designated audio and visual equipment from the Children's Waiting Room.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding on the date first hereinabove written.

**CHILDREN'S HOME & AID'S CHILDREN'S FOUNDATION,**

By: \_\_\_\_\_  
Nancy Ronquillo, President and CEO

**McLEAN COUNTY SHERIFF**

By: \_\_\_\_\_  
Mike Emery

W:\Memorandum of Understanding for Children's Waiting Room Entertainment Center

MCDF Average Population  
By Month 2007

| Month                           | January | February | March  | April  | May    | June   | July   | August | Sept   | October | Nov    | Dec | Average |
|---------------------------------|---------|----------|--------|--------|--------|--------|--------|--------|--------|---------|--------|-----|---------|
| Daily Total                     | 222.84  | 231.14   | 253.65 | 241.07 | 240.13 | 238.70 | 243.00 | 227.16 | 221.07 | 239.55  | 231.46 |     | 235.43  |
| In House                        | 199.90  | 199.71   | 208.45 | 205.57 | 202.06 | 205.13 | 212.23 | 201.61 | 194.07 | 205.68  | 205.00 |     | 203.58  |
| Female                          | 21.84   | 23.89    | 39.13  | 42.60  | 44.48  | 41.30  | 41.26  | 33.19  | 28.90  | 42.52   | 41.19  |     | 36.39   |
| Male                            | 201.32  | 207.36   | 214.26 | 201.60 | 195.68 | 196.83 | 201.23 | 194.00 | 192.17 | 196.94  | 190.27 |     | 199.24  |
| Spec Needs<br>Female            | 5.26    | 5.14     | 5.52   | 5.87   | 5.39   | 6.00   | 8.52   | 7.77   | 6.90   | 7.35    | 7.81   |     | 6.50    |
| Spec Needs<br>Male              | 18.94   | 15.36    | 19.16  | 19.00  | 18.87  | 16.47  | 16.68  | 14.39  | 12.17  | 13.52   | 14.04  |     | 16.24   |
| Str Sent<br>Female              | 6.81    | 7.29     | 12.55  | 9.80   | 12.94  | 13.87  | 10.61  | 4.29   | 4.00   | 6.90    | 8.81   |     | 8.90    |
| Str Sent<br>Male                | 46.00   | 44.39    | 40.39  | 39.23  | 39.55  | 42.87  | 33.81  | 30.71  | 38.17  | 32.81   | 31.73  |     | 38.15   |
| Weekender<br>Work Rel<br>Female | 2.00    | 5.32     | 5.58   | 6.80   | 6.23   | 3.93   | 2.68   | 0.13   | .30    | 2.45    | 4.81   |     | 3.66    |
| Weekender<br>Work Rel<br>Male   | 19.58   | 23.96    | 22.90  | 21.47  | 25.45  | 20.83  | 24.58  | 17.68  | 16.63  | 19.84   | 15.77  |     | 20.79   |
| Other Fac<br>Female             | 0.00    | 0.00     | 4.45   | 2.93   | 8.71   | 6.07   | 5.58   | 5.35   | 2.23   | 0.10    | 0.00   |     | 3.22    |
| Other Fac<br>Male               | 7.10    | 13.36    | 23.32  | 16.80  | 9.39   | 13.90  | 9.77   | 8.10   | 13.17  | 18.97   | 14.08  |     | 13.45   |

MCDF Average Population  
By Month 2006/2007

| Month                           | Dec    | Jan-07 | February | March  | April  | May    | June   | July   | August | September | October | November | Average |
|---------------------------------|--------|--------|----------|--------|--------|--------|--------|--------|--------|-----------|---------|----------|---------|
| Daily Total                     | 202.10 | 222.84 | 231.14   | 253.65 | 241.07 | 240.13 | 238.70 | 243.00 | 227.16 | 221.07    | 239.55  | 231.46   | 232.66  |
| In House                        | 186.52 | 199.90 | 199.71   | 208.45 | 205.57 | 202.06 | 205.13 | 212.23 | 201.61 | 194.07    | 205.68  | 205.00   | 202.16  |
| Female                          | 22.32  | 21.84  | 23.89    | 39.13  | 42.60  | 44.48  | 41.30  | 41.26  | 33.19  | 28.90     | 42.52   | 41.19    | 35.22   |
| Male                            | 179.77 | 201.32 | 207.36   | 214.26 | 201.60 | 195.68 | 196.83 | 201.23 | 194.00 | 192.17    | 196.94  | 190.27   | 197.62  |
| Spec Needs<br>Female            | 5.58   | 5.26   | 5.14     | 5.52   | 5.87   | 5.39   | 6.00   | 8.52   | 7.77   | 6.90      | 7.35    | 7.81     | 6.43    |
| Spec Needs<br>Male              | 18.48  | 18.94  | 15.36    | 19.16  | 19.00  | 18.87  | 16.47  | 16.68  | 14.39  | 12.17     | 13.52   | 14.04    | 16.42   |
| Str Sent<br>Female              | 6.03   | 6.81   | 7.29     | 12.55  | 9.80   | 12.94  | 13.87  | 10.61  | 4.29   | 4.00      | 6.90    | 8.81     | 8.66    |
| Str Sent<br>Male                | 39.55  | 46.00  | 44.39    | 40.39  | 39.23  | 39.55  | 42.87  | 33.81  | 30.71  | 38.17     | 32.81   | 31.73    | 38.27   |
| Weekender<br>Work Rel<br>Female | 1.13   | 2.00   | 5.32     | 5.58   | 6.80   | 6.23   | 3.93   | 2.68   | 0.13   | .30       | 2.45    | 4.81     | 3.45    |
| Weekender<br>Work Rel<br>Male   | 19.81  | 19.58  | 23.96    | 22.90  | 21.47  | 25.45  | 20.83  | 24.58  | 17.68  | 16.63     | 19.84   | 15.77    | 20.71   |
| Other Fac<br>Female             | 00.00  | 00.00  | 0.00     | 4.45   | 2.93   | 8.71   | 6.07   | 5.58   | 5.35   | 2.23      | 00.10   | 0.00     | 2.95    |
| Other Fac<br>Male               | 00.00  | 7.10   | 13.36    | 23.32  | 16.80  | 9.39   | 13.90  | 9.77   | 8.10   | 13.17     | 18.97   | 14.08    | 12.33   |

**Office of the Coroner  
McLean County  
OCT 2007 REPORT**

|                             | <b>OCT 2007</b> | <b>OCT 2006</b> | <b>TYTD 2007</b> | <b>LYTD 2006</b> |
|-----------------------------|-----------------|-----------------|------------------|------------------|
| <i>Cases</i>                | <b>66</b>       | 81              | <b>705</b>       | 720              |
| <i>Autopsies</i>            | <b>12</b>       | 15              | <b>107</b>       | 68               |
| <i>Out/County Autopsies</i> | <b>18</b>       | 9               | <b>196</b>       | 145              |
| <i>Inquests</i>             | <b>3</b>        | 7               | <b>26</b>        | 42               |
| <i>Coroner Ruling</i>       | <b>2</b>        | -               | <b>38</b>        | -                |

**OCT TOTAL DEPOSITS**

|                               | <u>Budget</u> | <u>Actual</u> |
|-------------------------------|---------------|---------------|
| <i>Copy Fee</i>               | \$ 5,000.00   | 4,672.00      |
| <i>Morgue Fee</i>             | \$ 40,125.00  | 41,864.09     |
| <i>Reim/Services</i>          | \$ 250.00     | 799.00        |
| <i>Paid to Facilities Mgt</i> | \$ 0          | 8,307.00      |

**DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 1

Medical/Sudden death – 6

Homicide – 0

Other (pending tox. & autopsy results and/or inquest/ruling) – 5

**OPEN DEATH INVESTIGATIONS**

Traffic Crash – 2                      Homicide – 0

Medical/Sudden death – 8                      Other/Pending – 13



McLean County

JUVENILE DETENTION CENTER  
903 North Main Street, Normal, IL 61761 (309) 888-5550

FAX (309) 888-5568  
FAX (309) 888-5554

## Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC by DG*

Date: November 27, 2007

Re: Contract for Physician

---

I have attached for your review a proposed 2008 physician contract amendment between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is a three (3) year contract, with 2008 being the second year of the contract. The 2008 contract amendment indicates a 4% increase. This increase is consistent with the contract at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2008.

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

Attachment



Amendment to the Contract  
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 3, 9., Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN...for the period of January 1, 2008 through December 31, 2008 shall be \$ 13, 017 per year payable on a monthly basis. All other terms and conditions of the 3-year agreement shall remain in effect.

APPROVED by the McLean County Board this 18th day of December 2007

HOSPITAL

OSF HEALTHCARE SYSTEM, d/b/a  
St. Joseph Medical Center, Bloomington,  
Illinois

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

MCLEAN COUNTY

By: \_\_\_\_\_  
MATT SORENSEN, CHAIRMAN

ATTEST:

By: \_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

**CONTRACT**  
**McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 19th day of December, 2006 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to juveniles detained at the McLean County Juvenile Detention Facility; and,

WHEREAS, HOSPITAL employs MCJDC PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCJDC PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCJDC PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$12,516.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2007 and terminate on December 31, 2009 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCJDC PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the

HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC Physician.

This provision does not apply to arranging for medical coverage during absences.

7. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Director of Court Services upon thirty days written notice.
  - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
13. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
14. It is understood that the terms of this Agreement include all The agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 19th day of December, 2006.

HOSPITAL

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

By: Sister Judith Ann Dewall, O.S.F.  
Chairperson

ATTEST:

By: Sister Theresa Ann Brogan, O.S.F.  
Secretary

COUNTY:

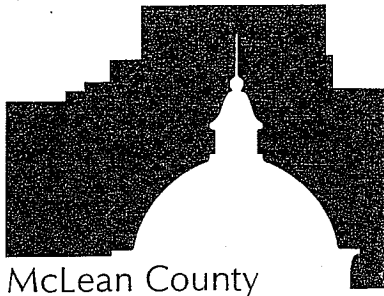
COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: [Signature]  
Michael F. Sweeney, Chairman  
McLean County Board

[Signature]  
Peggy Ann Milton, Clerk of the  
McLean County Board of McLean  
County, Illinois

Contract-OSF Physician 2006.doc (cjw)



McLean County

JUVENILE DETENTION CENTER  
903 North Main Street, Normal, IL 61761

(309) 888-5550

FAX (309) 888-5568  
FAX (309) 888-5554

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## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RKC by DK*  
Date: November 27, 2007  
Re: Mental Health Contract at the Juvenile Detention Center

---

I have attached for your review a proposed 2008 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2008. The total services provided will not exceed \$27,510.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2008.

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

Attachment

## CONTRACT FOR COUNSELING SERVICES

### WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 18th day of December, 2007, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2008, through December 31, 2008, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
  1. In-House services
    1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
    2. Assess and evaluate these youth as needed and requested.
    3. Provide crisis intervention and/or brief therapy as needed.
    4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
    5. Evaluate the need for psychotropic medication.
    6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
    7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.



II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$27,510 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 87.22 hr.
  - b. Scheduled In-house individual counseling \$ 48.44 hr.
  - c. Scheduled group counseling \$ 74.28 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
  - b. At the request of the BOARD upon thirty days written notice; or,
  - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
ROXANNE CASTLEMAN  
MCLEAN COUNTY JUVENILE DETENTION CENTER

\_\_\_\_\_  
CATHY VOGEL

MCLEAN COUNTY BOARD

By \_\_\_\_\_  
MATT SORENSEN, CHAIRMAN

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

**COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS**

**ADULT DIVISION**

7 Officer Supervision Unit, 3 PSI Officers, and 1.5 Intake Officer

Total Caseload – 881 (878 last month)

Average caseload per officer 126 (125 last month)

Presentence Reports Completed – 28 (17 last month)

\* Total Workload Hours Needed – 1479.00 (1566.00 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 (10.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -1.64 adult officers are needed.** (-2.73 last month)

**JUVENILE DIVISION**

4 Officer Division

Total Caseload – 144 (154 last month)

Average caseload per officer 36 (38.5 last month)

Social History Reports Completed – 20 (21 last month)

\* Total Workload Hours Needed – 709.50 (718.50 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 0.73 juvenile officers are needed.** 0.79 last month)

**EARLY INTERVENTION PROBATION (EIP)**

2 Person unit with a maximum caseload of 30

Total caseload 18

Social History Reports 5

**DRIVING UNDER THE INFLUENCE UNIT**

1 person unit with a maximum caseload of 40

Total Caseload – 46 (50 last month)

October 2007

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

2 person unit with a maximum caseload of 40

Total Caseload – 38 (37 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 15 (14 last month)

### **JUVENILE INTAKE**

2 person unit

Total Preliminary Conferences – 21 (16 last month)

Total Caseload Informal Probation – 22 (20 last month)

Total Intake Screen Reports (juvenile police reports received) 177 (176 last month)

### **COMMUNITY SERVICE PROGRAM**

2 person unit

Total Caseload Adult - 544 (542 last month)

Total Caseload Juvenile – 37 (41 last month)

Total Hours Completed Adult – 6085.00 (\$31,1946.25 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 225.00 (\$1,181.25 Symbolic Restitution \$5.25)

Total Worksites Used – 43 (43 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 125 (126 last month)

Total Court Supervision/Conditional Discharge Caseload – 574 (569 last month)

### **PRETRIAL RELEASE PROGRAM**

1 person unit

Total number bond reports submitted – 39 (31 last month)

Total number of defendants released -20 (20 last month)

### **DRUG COURT**

2 person unit

Total number in program – 27 active

2007  
**JUVENILE DETENTION CENTER  
 MCLEAN COUNTY**

| Ages of Minors Detained                     | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 10                                          | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |
| 11                                          | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |
| 12                                          | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 1   |     |     |
| 13                                          | 0   | 0   | 1   | 1   | 0   | 1   | 2   | 2   | 2   | 2   |     |     |
| 14                                          | 5   | 2   | 1   | 0   | 1   | 2   | 0   | 1   | 1   | 5   |     |     |
| 15                                          | 4   | 1   | 5   | 5   | 6   | 8   | 8   | 4   | 3   | 2   |     |     |
| 16                                          | 9   | 6   | 5   | 6   | 10  | 7   | 5   | 7   | 5   | 9   |     |     |
| 17                                          | 0   | 0   | 0   | 0   | 0   | 0   | 3   | 2   | 0   | 0   |     |     |
| 18                                          | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 2   |     |     |
|                                             |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Sex of Minors Detained</b>               |     |     |     |     |     |     |     |     |     |     |     |     |
| Male                                        | 0   |     |     |     |     |     |     |     |     |     |     |     |
| Female                                      | 14  | 8   | 10  | 11  | 14  | 15  | 14  | 14  | 8   | 20  |     |     |
|                                             | 4   | 1   | 2   | 1   | 3   | 4   | 5   | 2   | 3   | 1   |     |     |
|                                             |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Race of Minors Detained</b>              |     |     |     |     |     |     |     |     |     |     |     |     |
| Caucasian                                   | 8   | 4   | 5   | 5   | 9   | 10  | 9   | 6   | 6   | 12  |     |     |
| African-American                            | 8   | 5   | 7   | 7   | 8   | 9   | 10  | 9   | 5   | 8   |     |     |
| Hispanic                                    | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 1   |     |     |
|                                             |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Offenses of Which Minor was Detained</b> |     |     |     |     |     |     |     |     |     |     |     |     |
| Dispositional Detention                     | 3   | 4   | 2   | 7   | 4   | 0   | 3   | 4   | 1   | 6   |     |     |
| Warrant                                     | 1   | 1   | 3   | 1   | 2   | 3   | 5   | 6   | 2   | 4   |     |     |
| Aggravated Assault                          | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 1   | 0   |     |     |
| Aggravated Assault with Firearm             | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |     |     |
| Aggravated Battery                          | 3   | 0   | 0   | 0   | 0   | 2   | 1   | 0   | 1   | 2   |     |     |
| Aggravated Criminal Sexual Assault          | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |     |     |
| Armed Robbery                               | 0   | 0   | 0   | 0   | 0   | 4   | 1   | 0   | 0   | 0   |     |     |
| Armed Violence                              | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   |     |     |
| Burglary                                    | 1   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |     |     |
| Burglary to Motor Vehicle                   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 1   | 0   | 1   |     |     |
| Court Ordered                               | 1   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |     |     |
| Criminal Damage to Property                 | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Criminal Sexual Assault                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
|                                             |     |     |     |     |     |     |     |     |     |     |     |     |
| Domestic Battery                            | 2   | 0   | 1   | 1   | 1   | 2   | 2   | 0   | 0   | 0   |     |     |

2007  
**JUVENILE DETENTION CENTER**  
**MCLEAN COUNTY**

|                                                             | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Delivery of Cannabis                                        | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Delivery of Cannabis on School Grounds                      | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Failure to Register as Sex Offender                         | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Felony Phone Harassment                                     | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   |
| Hold for Placement                                          | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Home Invasion                                               | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| IDJJ                                                        | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| Manufacture/Delivery of Cocaine w/in 1000 ft of Public Park | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |
| Possession of Controlled Substance                          | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Possession of Controlled Substance w/Intent to Deliver      | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   |
| Possession of Cannabis on School Grounds                    | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Possession of Stolen Vehicle                                | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Request for Apprehension                                    | 3   | 1   | 3   | 2   | 4   | 2   | 1   | 1   | 1   | 5   | 3   | 3   |
| Residential Burglary                                        | 1   | 0   | 1   | 0   | 0   | 1   | 0   | 3   | 0   | 4   | 4   | 4   |
| Retail Theft Over                                           | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   |
| Robbery                                                     | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Theft Over \$300                                            | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Unlawful Use of Weapon                                      | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Vehicular Invasion                                          | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| <b>Residents of Minors Detained</b>                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Bloomington                                                 | 0   | 6   | 5   | 5   | 12  | 13  | 13  | 9   | 5   | 15  |     |     |
| Normal                                                      | 1   | 2   | 4   | 5   | 4   | 2   | 3   | 4   | 3   | 2   |     |     |
| Alton                                                       | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   |     |     |
| Bellflower                                                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   |     |     |
| Chenoa                                                      | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |     |     |
| Chicago                                                     | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |     |     |
| Danvers                                                     | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 1   | 0   |     |     |
| Decatur                                                     | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Downs                                                       | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Elgin                                                       | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   |     |     |
| Gridley                                                     | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Harvey                                                      | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |     |     |



2007  
**JUVENILE DETENTION CENTER  
 MCLEAN COUNTY**

|                                     |      |     |     |     |     |     |      |      |      |     |     |   |   |   |   |   |   |   |   |
|-------------------------------------|------|-----|-----|-----|-----|-----|------|------|------|-----|-----|---|---|---|---|---|---|---|---|
| Joliet                              | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lexington                           | 1    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LeRoy                               | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Palos Hills                         | 0    | 0   | 0   | 0   | 0   | 1   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Peoria                              | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Pontiac                             | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Towanda                             | 1    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Saybrook                            | 0    | 0   | 0   | 0   | 2   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Stanford                            | 0    | 1   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Streator                            | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Missouri                            | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Oregon                              | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| <b>Average Daily Population</b>     | 11.6 | 6.3 | 6.4 | 4.9 | 4.9 | 5.7 | 12.7 | 13.3 | 14.1 | 8   | 9.5 |   |   |   |   |   |   |   |   |
| <b>Average Daily Population:YTD</b> | 11.6 | 9   | 8.1 | 7.3 | 7   | 7.9 | 8.7  | 9.4  | 9.2  | 9.3 |     |   |   |   |   |   |   |   |   |
| <b>Number of Days in Detention</b>  | 360  | 176 | 198 | 148 | 177 | 380 | 413  | 436  | 240  | 294 |     |   |   |   |   |   |   |   |   |
| <b>Revenue:</b>                     | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0    | 0   | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Juvenile Detention Center

Out of County

| Ages of Minors Detained                     | Out of County |     |     |     |     |     |     |     |     |     |     |     |
|---------------------------------------------|---------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                             | Jan           | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| 10                                          | 0             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 11                                          | 0             | 0   | 1   | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   |     |
| 12                                          | 0             | 0   | 0   | 0   | 1   | 1   | 1   | 0   | 0   | 0   | 0   |     |
| 13                                          | 1             | 0   | 1   | 1   | 1   | 1   | 1   | 1   | 0   | 0   | 0   |     |
| 14                                          | 4             | 8   | 3   | 4   | 2   | 2   | 0   | 0   | 0   | 4   | 5   |     |
| 15                                          | 8             | 2   | 5   | 6   | 14  | 2   | 9   | 3   | 6   | 5   |     |     |
| 16                                          | 8             | 10  | 13  | 10  | 10  | 7   | 12  | 2   | 9   | 12  |     |     |
| 17                                          | 0             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   |     |     |
| 18                                          | 0             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| <b>Sex of Minors Detained</b>               |               |     |     |     |     |     |     |     |     |     |     |     |
| Male                                        | 18            | 15  | 23  | 17  | 22  | 12  | 21  | 5   | 17  | 22  |     |     |
| Female                                      | 3             | 5   | 0   | 4   | 6   | 0   | 4   | 1   | 3   | 0   |     |     |
| <b>Race of Minors Detained</b>              |               |     |     |     |     |     |     |     |     |     |     |     |
| Caucasian                                   | 15            | 18  | 21  | 18  | 21  | 10  | 21  | 4   | 17  | 19  |     |     |
| African-American                            | 5             | 1   | 1   | 2   | 3   | 1   | 2   | 1   | 3   | 1   |     |     |
| Hispanic                                    | 1             | 1   | 1   | 1   | 4   | 1   | 2   | 1   | 0   | 2   |     |     |
| <b>Offenses of Which Minor was Detained</b> |               |     |     |     |     |     |     |     |     |     |     |     |
| Dispositional Detention                     | 8             | 12  | 17  | 8   | 13  | 9   | 8   | 0   | 10  | 10  |     |     |
| Warrant                                     | 4             | 4   | 1   | 2   | 7   | 1   | 7   | 2   | 3   | 3   |     |     |
| Aggravated Assault                          | 0             | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Aggravated Battery                          | 0             | 0   | 0   | 2   | 0   | 1   | 1   | 0   | 0   | 0   |     |     |
| Aggravated Battery to Senior Citizen        | 0             | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |     |     |
| Aggravated Criminal Sexual Assault          | 0             | 0   | 0   | 0   | 0   | 0   | 3   | 0   | 0   | 0   |     |     |
| Aggravated Possession of Stolen Firearm     | 0             | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Assault                                     | 0             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   |     |     |
| Burglary                                    | 1             | 0   | 0   | 2   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Court Ordered                               | 1             | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Criminal Damage to Place of Worship         | 0             | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Criminal Damage to Property                 | 1             | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |
| Criminal Trespass to Motor Vehicle          | 0             | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |     |     |
| DOC/DJJ                                     | 3             | 1   | 3   | 1   | 2   | 1   | 1   | 2   | 1   | 2   |     |     |
| Domestic Battery                            | 0             | 0   | 0   | 0   | 1   | 1   | 2   | 0   | 1   | 1   |     |     |
|                                             | Jan           | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |

2007  
Juvenile Detention Center  
Out of County

|                                                             | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep  | Oct | Nov | Dec |
|-------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| Domestic Battery w/Bodily Harm                              | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0    | 0   | 0   | 0   |
| Domestic Violence                                           | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 0   |
| Hold For Placement                                          | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 0   |
| Home Confinement Violation                                  | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 0   |
| Making a False Terrorist Threat                             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 1   | 0   |
| Motor Vehicle Theft                                         | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 1   |
| Possession of Cannabis                                      | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 2   |
| Possession of a Controlled Substance on School Property     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 1   |
| Possession of Drug Paraphernalia                            | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0    | 0   | 0   | 0   |
| Possession of Stolen Vehicle                                | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 1   |
| Possession of Stolen Property                               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0    | 0   | 0   | 0   |
| Probation Violation                                         | 0   | 1   | 0   | 3   | 2   | 0   | 1   | 0   | 0    | 3   | 0   | 0   |
| Residential Burglary                                        | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 1   |
| Retail Theft                                                | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 1   |
| Unlawful Use of Weapons (on school bus and school property) | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2    | 0   | 0   | 0   |
| <b>Residence of Minors Detained</b>                         |     |     |     |     |     |     |     |     |      |     |     |     |
| Bureau                                                      | 0   | 0   | 0   | 1   | 4   | 0   | 1   | 0   | 1    | 0   | 4   |     |
| Clark                                                       | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0    | 0   | 0   |     |
| DeWitt                                                      | 2   | 0   | 0   | 1   | 0   | 2   | 0   | 0   | 0    | 0   | 0   |     |
| DOC/DJJ                                                     | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   |     |
| DuPage                                                      | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0    | 0   | 0   |     |
| Ford                                                        | 0   | 0   | 0   | 0   | 0   | 0   | 3   | 0   | 0    | 1   | 2   |     |
| LaSalle                                                     | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0    | 0   | 0   |     |
| Livingston                                                  | 8   | 5   | 7   | 4   | 7   | 1   | 6   | 2   | 4    | 6   |     |     |
| Logan                                                       | 6   | 13  | 15  | 12  | 10  | 2   | 6   | 3   | 3    | 3   |     |     |
| Mason                                                       | 1   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 1    | 0   |     |     |
| Morgan                                                      | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0    | 0   |     |     |
| Peoria                                                      | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0    | 0   |     |     |
| Piatt                                                       | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0    | 0   |     |     |
| Tazewell                                                    | 0   | 0   | 0   | 0   | 3   | 5   | 2   | 0   | 1    | 0   |     |     |
| Woodford                                                    | 4   | 1   | 1   | 1   | 1   | 1   | 5   | 0   | 8    | 7   |     |     |
| Indiana                                                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1    | 0   |     |     |
| <b>Average Daily Population</b>                             | 8.6 | 9.3 | 8.1 | 9.3 | 11  | 8.9 | 7.9 | 7.4 | 11.2 | 9.9 |     |     |

2007

Juvenile Detention Center

|                               | Out of County |       |       |       |       |       |       |       |       |       |
|-------------------------------|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|                               | 8.6           | 9     | 8.7   | 8.8   | 9.3   | 9.2   | 9     | 8.8   | 9.1   | 9.2   |
| Average Daily Population: YTD |               |       |       |       |       |       |       |       |       |       |
| Number of Days in Detention   | 268           | 259   | 251   | 279   | 342   | 268   | 246   | 229   | 336   | 308   |
| Revenue:                      | 20750         | 19940 | 18340 | 21850 | 28660 | 21470 | 19010 | 17760 | 23360 | 24290 |

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. John L. Wright, Jr.  
709 East Douglas  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

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John L. Wright, Jr.  
Attorney at Law

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Amy Johnson Davis  
McLean County Public Defender

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Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois



## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Terry W. Dodds is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. Terry W. Dodds shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Terry W. Dodds  
624 North Main Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

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Terry W. Dodds  
Attorney at Law

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Amy Johnson Davis  
McLean County Public Defender

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Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David N. Rumley, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. David N. Rumley is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. David N. Rumley shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. David N. Rumley  
401 W. Elm  
Urbana, IL 61801

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

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David N. Rumley  
Attorney at Law

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Amy Johnson Davis  
McLean County Public Defender

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Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois



## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,875.00 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked, the Special Public Defender shall receive the \$1,875.00 for each month of the calendar year.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for all payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Alan J. Novick  
306 East Grove Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

---

Alan Novick  
Attorney at Law

---

Amy Johnson Davis  
McLean County Public Defender

---

Matt Sorensen, Chairman  
McLean County Board

ATTEST:

---

Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2008, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Keith Davis is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Keith Davis shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions. The Special Public Defender shall keep hourly time records for each Post Conviction and Sexually Violent Persons case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or

relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2008 and terminate on December 31, 2008.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Keith Davis  
103 N. Main Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

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Keith Davis  
Attorney at Law

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Amy Johnson Davis  
McLean County Public Defender

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Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois



December 3, 2007

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

Re: Monthly Caseload - MONTH ENDING October 31, 2007

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<br>TOTALS<br>2006 | MONTHLY<br>TOTALS<br>2007 | YTD<br>TOTALS<br>2006 | YTD<br>TOTALS<br>2007 | %<br>CHANGE<br>YTD |
|----------------------------------|---------------------------|---------------------------|-----------------------|-----------------------|--------------------|
| FELONIES                         | 112                       | 134                       | 839                   | 945                   | 11%                |
| MISDEMEANORS                     | 105                       | 114                       | 960                   | 1164                  | 18%                |
| DUI                              | 32                        | 22                        | 247                   | 221                   | <12%>              |
| TRAFFIC                          | 55                        | 54                        | 547                   | 687                   | 20%                |
| JUVENILE                         | 28                        | 30                        | 220                   | 210                   | <5%>               |
| (DELINQUENT)                     | 11                        | 20                        | 106                   | 104                   | <2%>               |
| (ABUSE/NEGLECT)                  | 17                        | 10                        | 114                   | 106                   | <8%>               |
| MENTAL HEALTH<br>CASES           | 7                         | 4                         | 38                    | 76                    | 50%                |
| Involuntary<br>Commitment        | 5                         | 4                         | 34                    | 73                    | 53%                |
| Medication<br>Compliance Orders  | 2                         | 0                         | 4                     | 3                     | <33%>              |
| POST-CONVICTION<br>& SVPCA CASES | 0                         | 0                         | 3                     | 3                     | 0%                 |
| TOTAL                            | 339                       | 358                       | 2854                  | 3306                  | 14%                |

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING October 31, 2007**

| CASE TYPE | PUBLIC DEFENDER ATTORNEYS | NEW MONTHLY TOTALS | YTD TOTALS | NEW PTR/REVIEW TOTALS |
|-----------|---------------------------|--------------------|------------|-----------------------|
| F         | RON LEWIS                 | 11                 | 105        | 4                     |
| F         | JAMES TUSEK               | 17                 | 113        | 3                     |
| F         | CARLA HARVEY              | 12                 | 107        | 1                     |
| F         | BRIAN MCELDFOWNEY         | 13                 | 107        | 3                     |
| F         | JOHN WRIGHT-C             | 7                  | 65         | N/A                   |
| F         | TERRY DODDS-C             | 8                  | 66         | N/A                   |
| F         | DAVID RUMLEY-C            | 7                  | 60         | N/A                   |
| F         | KELLY HARMS               | 33                 | 158        | 3                     |
| M         | KELLY HARMS               | 0                  | 288        | 0                     |
| F         | MATTHEW KOETTERS          | 0                  | 32         | 0                     |
| CM        | MATTHEW KOETTERS          | 55                 | 435        | 3                     |
| F         | CHRISTOPHER NOLAN         | 2                  | 7          | 0                     |
| CM        | CHRISTOPHER NOLAN         | 59                 | 246        | 2                     |
| DUI       | CHRISTOPHER NOLAN         | 12                 | 108        | 0                     |
| TR        | CHRISTOPHER NOLAN         | 22                 | 342        | 0                     |
| CM        | AMY RUPPER                | 0                  | 2          | 0                     |
| DUI       | AMY RUPPER                | 10                 | 114        | 0                     |
| TR        | AMY RUPPER                | 31                 | 342        | 2                     |
| JD        | ART FELDMAN               | 20                 | 110        | 4                     |
| JA        | KELLY STACEY              | 3                  | 65         | N/A                   |
| JA        | ROB KEIR                  | 9                  | 81         | N/A                   |
| JA        | ALAN NOVICK-C             | 0                  | 3          | N/A                   |
| PC/SVP    | KEITH DAVIS-C             | 0                  | 3          | N/A                   |
| PVT       | PRIVATE COUNSEL-CF        | 6                  | 102        | N/A                   |
| PVT       | PRIVATE COUNSEL-CM        | 5                  | 60         | N/A                   |
| PVT       | PVT COUNSEL-DUI/TR        | 7                  | 59         | N/A                   |
| W/D       | WITHDRAWN-CF              | 0                  | 8          | N/A                   |
| W/D       | WITHDRAWN-CM              | 0                  | 13         | N/A                   |
| W/D       | WITHDRAWN-DUI/TR          | 1                  | 2          | N/A                   |

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

October 2007 DISPOSITIONS

| DISPOSITION                    | FELONY | MISDEMEANOR | TRAFFIC / DUI |
|--------------------------------|--------|-------------|---------------|
| PLEA / ORIGINAL OFFER          | 37     | 49          | 35            |
| PLEA / LESSER                  | 8      | 0           | 0             |
| BENCH TRIAL / WIN              | 0      | 0           | 1             |
| BENCH TRIAL / LOSS             | 0      | 1           | 0             |
| JURY TRIAL / WIN               | 0      | 1           | 0             |
| JURY TRIAL / LOSS              | 0      | 0           | 0             |
| DISMISSED / UPFRONT            | 2      | 5           | 0             |
| DISMISSED / TRIAL              | 6      | 2           | 0             |
| KNOCKDOWN                      | 0      | 0           | 0             |
| DISMISSED PER PLEA             | 1      | 9           | 3             |
| PRIVATE COUNSEL                | 6      | 5           | 7             |
| PLEA / BLIND                   | 3      | 1           | 0             |
| REFILED AS FELONY              | 0      | 1           | 0             |
| WITHDRAWN                      | 0      | 0           | 1             |
| DIRECTED VERDICT               | 0      | 0           | 0             |
| P.D. DENIED/NOT<br>RECOMMENDED | 6      | 3           | N/A           |
|                                |        |             |               |

## McLean County State's Attorney's Office 2007 Case Load Report

|                        | CRIMINAL     |              |              |              |              |              |              |              |              |              |              |      | 2007<br>YTD   | 2006<br>YTD   | 2006<br>Total | 2007<br>Projected |
|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|---------------|---------------|---------------|-------------------|
|                        | Jan.         | Feb.         | Mar.         | Apr.         | May          | June         | July         | Aug.         | Sept.        | Oct.         | Nov.         | Dec. |               |               |               |                   |
| Felony                 | 122          | 95           | 118          | 130          | 98           | 96           | 152          | 109          | 97           | 146          | 106          |      | 1,269         | 1,180         | 1,277         | 1,404             |
| Misdemeanor            | 186          | 168          | 245          | 273          | 224          | 202          | 255          | 209          | 196          | 226          | 171          |      | 2,355         | 2,276         | 2,501         | 2,605             |
| Asset Forfeiture       | 9            | 15           | 6            | 11           | 19           | 13           | 9            | 15           | 11           | 11           | 2            |      | 121           | 159           | 167           | 134               |
| Mental Health          | 27           | 21           | 15           | 17           | 16           | 15           | 17           | 16           | 11           | 17           | 13           |      | 185           | N/A           | N/A           | 205               |
| <b>Family Totals</b>   | <b>34</b>    | <b>52</b>    | <b>68</b>    | <b>64</b>    | <b>54</b>    | <b>38</b>    | <b>77</b>    | <b>53</b>    | <b>76</b>    | <b>104</b>   | <b>65</b>    |      | <b>685</b>    | <b>701</b>    | <b>751</b>    | <b>758</b>        |
| Family                 | 20           | 28           | 43           | 45           | 31           | 23           | 49           | 31           | 49           | 66           | 46           |      | 431           | 498           | 534           | 477               |
| Order of Protection    | 14           | 24           | 25           | 19           | 23           | 15           | 28           | 22           | 27           | 38           | 19           |      | 254           | 203           | 217           | 281               |
| <b>Juvenile Totals</b> | <b>26</b>    | <b>25</b>    | <b>13</b>    | <b>28</b>    | <b>41</b>    | <b>19</b>    | <b>45</b>    | <b>33</b>    | <b>23</b>    | <b>36</b>    | <b>34</b>    |      | <b>323</b>    | <b>345</b>    | <b>384</b>    | <b>357</b>        |
| Juvenile               | 0            | 0            | 0            | 0            | 0            | 0            | 0            | 0            | 1            | 0            | 1            |      | 2             | 1             | 1             | 2                 |
| Juvenile Abuse         | 15           | 14           | 4            | 17           | 35           | 9            | 21           | 15           | 10           | 23           | 16           |      | 179           | 213           | 245           | 198               |
| Juvenile Delinquency   | 11           | 11           | 9            | 11           | 6            | 10           | 24           | 18           | 12           | 13           | 17           |      | 142           | 131           | 138           | 157               |
| <b>Traffic Totals</b>  | <b>2,532</b> | <b>2,447</b> | <b>2,967</b> | <b>3,423</b> | <b>3,100</b> | <b>2,653</b> | <b>3,359</b> | <b>2,536</b> | <b>3,308</b> | <b>3,454</b> | <b>2,518</b> |      | <b>32,297</b> | <b>32,829</b> | <b>36,743</b> | <b>35,722</b>     |
| Traffic                | 2,459        | 2,394        | 2,900        | 3,344        | 3,007        | 2,592        | 3,291        | 2,461        | 3,252        | 3,362        | 2,458        |      | 31,520        | 32,004        | 35,836        | 34,863            |
| DUI Traffic            | 73           | 53           | 67           | 79           | 93           | 61           | 68           | 75           | 56           | 92           | 60           |      | 777           | 825           | 907           | 859               |

### CHILD SUPPORT

|                                      |    |    |     |    |    |    |    |    |     |    |    |  |     |       |       |       |
|--------------------------------------|----|----|-----|----|----|----|----|----|-----|----|----|--|-----|-------|-------|-------|
| Paternity cases filed                | 4  | 14 | 10  | 11 | 13 | 5  | 13 | 5  | 9   | 19 | 9  |  | 112 | 174   | 188   | 124   |
| Paternity cases established          | 14 | 5  | 10  | 9  | 6  | 3  | 7  | 8  | 12  | 2  | 11 |  | 87  | 71    | 88    | 96    |
| Paternities excluded                 | 2  | 0  | 6   | 2  | 3  | 4  | 1  | 0  | 4   | 1  | 3  |  | 26  | 20    | 25    | 29    |
| Support Orders entered               | 63 | 51 | 61  | 76 | 51 | 59 | 50 | 55 | 91  | 63 | 47 |  | 667 | 1,123 | 1,271 | 738   |
| Modification proceedings filed       | 4  | 21 | 9   | 25 | 13 | 15 | 30 | 15 | 13  | 26 | 26 |  | 197 | 196   | 212   | 218   |
| Modification proceedings adjudicated | 14 | 9  | 18  | 20 | 19 | 13 | 16 | 15 | 29  | 26 | 4  |  | 183 | 127   | 170   | 202   |
| Enforcement actions filed            | 31 | 31 | 33  | 76 | 38 | 30 | 47 | 35 | 57  | 93 | 55 |  | 526 | 683   | 708   | 582   |
| Enforcement actions adjudicated      | 92 | 79 | 93  | 94 | 63 | 80 | 71 | 81 | 118 | 80 | 56 |  | 907 | 1,225 | 1,353 | 1,003 |
| Hearings set before Hearing Officer  | 86 | 49 | 114 | 86 | 84 | 84 | 61 | 85 | 84  | 60 | 37 |  | 830 | 929   | 1,155 | 918   |
| Orders prepared by Hearing Officer   | 83 | 44 | 102 | 79 | 71 | 71 | 54 | 72 | 77  | 55 | 36 |  | 744 | 822   | 1,020 | 823   |

2007 Projected = (2007 YTD/Day of Year) x 365 Days

n/c= not calculable

**ASSET FORFEITURE FUND**

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

November 26, 2007

STATE'S ATTORNEY:

|                                                       |                  |
|-------------------------------------------------------|------------------|
| Beginning Balance 01/01/2007                          | \$ -33,823.07    |
| (Reflects \$80,000 transfer to General Fund 12/31/02) |                  |
| (Reflects \$30,000 transfer to General Fund 12/31/03) |                  |
| Revenue                                               | <u>15,367.93</u> |
| Total Funds Available                                 | \$ -18,455.14    |
| Expenditures                                          | <u>6,314.73</u>  |
| Fund Balance 11/26/07                                 | \$ -24,769.87    |


SHERIFF:

|                              |                  |
|------------------------------|------------------|
| Beginning Balance 01/01/2007 | \$ 21,384.68     |
| Revenue                      | <u>13,064.24</u> |
| Total Funds Available        | \$ 34,448.92     |
| Expenditures                 | <u>9,039.16</u>  |
| Fund Balance 11/26/07        | \$ 25,409.76     |

|                    |                   |           |
|--------------------|-------------------|-----------|
| TOTAL FUND BALANCE | November 26, 2007 | \$ 639.89 |
|--------------------|-------------------|-----------|

# January 2008

The McLean County Board Calendar can be viewed at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

| SUNDAY    | MONDAY                                                                | TUESDAY                                                                                                                             | WEDNESDAY                                                                                               | THURSDAY                                                                                                                     | FRIDAY    | SATURDAY  |
|-----------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
|           |                                                                       | <b>1</b><br>NEW YEAR'S DAY<br>COUNTY HOLIDAY<br> | <b>2</b><br>Finance Committee<br>7:30 am, Rm 400<br>Regional Planning<br>Commission –<br>4:00pm, Rm.404 | <b>3</b><br>Property Committee<br>– 3:45 pm,<br>Rm. 400<br><br>Land Use and<br>Development<br>Committee –<br>4:45pm, Rm. 400 | <b>4</b>  | <b>5</b>  |
| <b>6</b>  | <b>7</b>                                                              | <b>8</b><br>PBC – 3:30 pm,<br>Rm. 404<br>Executive<br>Committee –<br>4:30pm, Rm. 400                                                | <b>9</b><br>Board of Health –<br>5:30 pm, Rm.<br>322, 200 West<br>Front Street                          | <b>10</b>                                                                                                                    | <b>11</b> | <b>12</b> |
| <b>13</b> | <b>14</b>                                                             | <b>15</b><br>County Board –<br>9:00 am, Rm. 400<br><br>ZBA – 7:30 pm,<br>Rm. 400                                                    | <b>16</b>                                                                                               | <b>17</b>                                                                                                                    | <b>18</b> | <b>19</b> |
| <b>20</b> | <b>21</b><br>County Offices<br>Closed - Martin<br>Luther King Jr. Day | <b>22</b><br>ETSB (MetCom<br>Bldg.) 3:00 pm to<br>5:00 pm                                                                           | <b>23</b>                                                                                               | <b>24</b>                                                                                                                    | <b>25</b> | <b>26</b> |
| <b>27</b> | <b>28</b>                                                             | <b>29</b>                                                                                                                           | <b>30</b>                                                                                               | <b>31</b>                                                                                                                    |           |           |