



McLean County

FINANCE COMMITTEE AGENDA
Room 400, Government Center
Wednesday, December 2, 2009
4:00 p.m.

1. Roll Call
2. Approval of Minutes: November 2, 2009
3. Departmental Matters
 - A. Michelle Anderson, County Auditor
 - 1) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Peggy Ann Milton, County Clerk
 - 1) Items to be Presented for Information:
 - a) Monthly Report, October 2009 1
 - b) General Report
 - c) Other
 - C. Becky McNeil, County Treasurer
 - 1) Items to be Presented for Information:
 - a) Accept and place on file County Treasurer's Monthly Financial Reports as of November 30, 2009
 - b) General Report
 - c) Other
 - D. Matt Riehle, Director, Nursing Home
 - 1) Items to be Presented for Information:
 - a) Monthly Reports 2-4
 - b) General Report
 - c) Other
 - E. Robert Kahman, Supervisor of Assessments
 - 1) Items to be Presented for Information:
 - a) Assessment Status Report 5-7
 - b) General Report
 - c) Other

- F. Lee Newcom, County Recorder
- 1) Items to be Presented for Information:
 - a) Monthly Reports 8-10
 - b) General Report
 - c) Other
- G. Jennifer Ho, Risk Management
- 1) Items to be Presented for Action:
 - a) Request Approval of a Contract with Brentwood Services Administrators, Inc to provide Third-Party Administrative Services for Workers' Compensation Claims 11-32
 - b) Request Approval of a Contract with RTW, Inc. to provide Consulting Services for Workers' Compensation Claims 33-45
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- H. Walt Howe, Health Department Administrator
- 1) Items to be Presented for Action:
 - a) Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance For Fund 0102 (Dental Services) 46-47
 - b) Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance For Fund 0105 (Vision and hearing) 48-49
 - c) Request Approval of a Resolution Amending the FY 2009 Full-Time Equivalent Ordinance for Fund 105 (Vision and Hearing) 50
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- I. Terry Lindberg, County Administrator
- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution to Approve the Fiscal Year 2010 General Compensation Plan for Non-Union Employees 51-52
 - b) Request Approval of an Ordinance Amending Chapter 10 of the McLean County Code to Suspend Merit Increases for Non-Union Employees 53-60
 - c) Request Approval of Position Classifications and Pay Ranges for Fiscal Year 2010 61-64
 - d) EXECUTIVE SESSION: Collective Bargaining

2) Items to be Presented for Information:

- a) General Report
- b) Other

- 4. Recommend Payment of Bills and Transfers, if any, to County Board
- 5. Other Business and Communication
- 6. Adjournment

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**McLean County Clerk
2009 Monthly Activity Report
(For Period Ending October 31, 2009)**

Example	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2008 YTD	2009 YTD	2009 Budget / Percent of Budget
	Number Processed Dollar Amount Generated														
Assumed Names \$3.00	20 \$60.00	22 \$66.00	24 \$72.00	23 \$69.00	21 \$63.00	20 \$60.00	17 \$51.00	20 \$60.00	23 \$69.00	22 \$66.00	248		\$743.00	212 \$636.00	\$1,000.00 63.60%
*Birth Record Requests \$13.00/\$7.00	605 \$6,973.00	599 \$7,208.00	700 \$8,232.00	615 \$7,171.00	610 \$7,192.00	638 \$7,364.00	714 \$7,611.00	815 \$9,662.00	512 \$6,086.00	406 \$4,810.00	7,488		\$63,306.00	6,212 \$72,309.00	\$94,000.00 76.92%
*Death Record Requests \$11.00/\$5.00	30 \$276.00	71 \$640.00	61 \$575.00	81 \$681.00	41 \$385.00	72 \$600.00	59 \$565.00	52 \$434.00	83 \$703.00	38 \$328.00	592		\$3,436.00	588 \$5,187.00	\$5,000.00 103.74%
Liquor Licenses Amount Varies	0 \$0.00	0 \$0.00	1 \$305.00	0 \$0.00	14 \$11,575.00	4 \$2,455.00	0 \$0.00	0 \$0.00	2 \$1,275.00	0 \$0.00	22		\$15,500.00	21 \$15,610.00	\$16,500.00 94.61%
Marriage License Applications \$22.00	37 \$814.00	41 \$902.00	54 \$1,197.00	83 \$1,826.00	114 \$2,508.00	113 \$2,486.00	106 \$2,332.00	84 \$1,848.00	107 \$2,354.00	73 \$1,606.00	808		\$17,776.00	812 \$17,873.00	\$22,000.00 81.24%
*Marriage Record Requests \$13.00/\$7.00	121 \$1,371.00	152 \$1,694.00	177 \$1,959.00	183 \$1,941.00	271 \$2,817.00	302 \$3,176.00	312 \$3,222.00	265 \$2,731.00	309 \$3,141.00	221 \$2,351.00	2,448		\$17,652.00	2,313 \$24,403.00	\$34,000.00 71.77%
Notary Public Commissions \$10.00/\$5.00	35 \$200.00	33 \$200.00	45 \$290.00	58 \$340.00	41 \$240.00	75 \$435.00	42 \$235.00	32 \$195.00	25 \$150.00	48 \$285.00	471		\$2,660.00	434 \$2,570.00	\$3,000.00 85.67%
Take Notices \$15.32	268 \$4,105.76	281 \$4,304.92	92 \$1,413.44	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	658		\$9,627.93	641 \$9,824.12	\$8,800.00 111.64%
Tax Redemption Fees \$70.00	86 \$6,020.00	97 \$6,790.00	72 \$5,040.00	106 \$7,420.00	40 \$2,800.00	34 \$2,360.00	43 \$3,010.00	40 \$2,800.00	43 \$3,010.00	36 \$2,520.00	639		\$44,730.00	597 \$41,790.00	\$60,000.00 69.65%
Taxes Redeemed	\$278,927.35	\$393,717.56	\$466,273.63	\$317,107.82	\$156,222.31	\$193,243.56	\$263,701.67	\$317,048.55	\$268,760.66	\$282,915.10			\$2,466,051.29	\$2,937,918.21	N/A
Voter Registrations/ Address Changes/ Cancellations	524	488	685	547	376	563	2,840	3,259	2,133	1,169			25,085	12,584	N/A

* NOTE: Vital record fees increased per County Board Ordinance on January 1, 2009.

**McLEAN COUNTY NURSING HOME
ACCRUED EXPENDITURE**

Prt Date: November 20, 2009

	2009 BUDGET	2009 MONTHLY ALLOC	OCT,2009 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/09
SALARIES	3,787,221	321,305	327,286	3,150,662	3,416,597	370,625	265,935	90.21%	4,102,164
IMRF	281,769	23,931	24,350	234,679	254,195	27,574	19,516	90.21%	305,201
MED/LIFE	490,580	15,847	41,666	408,593	408,593	81,987	0	83.29%	490,580
SOC/SEC	289,722	24,607	25,037	241,303	261,370	28,353	20,067	90.21%	313,816
VAC LIAB	30,000	2,548	2,548	24,986	24,986	5,014	0	83.29%	30,000
SELLBACK	0	0	0	0	0	0	0	0.00%	#DIV/0!
PERSONNEL	4,879,293	388,238	420,888	4,060,223	4,365,740	513,553	305,517	89.47%	5,241,760
COMMODITIES	818,708	69,534	65,901	681,883	655,258	163,450	(26,625)	80.04%	786,740
CONTRACTUAL	1,624,659	136,728	87,285	1,353,141	2,385,837	(761,178)	1,032,696	146.85%	2,864,574
CAPITAL	351,270	29,834	0	292,565	171,528	179,742	(121,036)	48.83%	205,947
GRAND TOTAL	7,673,930	624,333	574,073	6,387,811	7,578,363	95,567	1,190,552	98.75%	9,099,021

**McLEAN COUNTY NURSING HOME
ACCRUED REVENUE**

Prt Date: November 20, 2009

	2009 BUDGET	2009 MONTHLY ALLOC	OCT,2009 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET	PROJECTED REVENUE 12/31/09
MEDICARE REVENUE	766,500	65,100	84,713	638,400	762,792	3,708	124,392	99.52%	915,853
NDPA REVENUE	3,153,600	267,840	323,211	2,626,560	4,938,831	(1,785,231)	2,312,271	156.61%	5,929,846
SCHOOLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0
JDC LAUNDRY	8,439	717	722	7,029	6,296	2,143	(733)	74.60%	7,559
JDC FOOD	35,000	2,973	3,001	29,151	26,088	8,912	(3,062)	74.54%	31,323
MEALS	600	51	153	500	2,033	(1,433)	1,533	338.83%	2,441
PVT PAY REVENUE	2,151,675	182,745	105,469	1,792,080	1,121,556	1,030,119	(670,524)	52.12%	1,346,605
UNCLASS	12,000	1,019	192	9,995	2,045	9,955	(7,949)	17.04%	2,456
INTEREST EARNED	97,990	8,322	7,594	81,614	82,720	15,270	1,106	84.42%	99,318
SALE OF ASSETS	0	0	0	0	900	(900)	900	#DIV/0!	1,081
TRANSFER IN	579,004	49,176	61,552	482,239	627,042	(48,038)	144,803	108.30%	752,862
TELEPHONE REIMB	0	0	870	0	8,430	(8,430)	8,430	#DIV/0!	10,122
TOTAL ACC REVENUE	6,804,808	577,943	587,477	5,667,566	7,578,732	(773,924)	1,911,166	111.37%	9,099,465
TOTAL ACC REVENUE	6,804,808	577,943	587,477	5,667,566	7,578,732	(773,924)	1,911,166	111.37%	9,099,465
LESS ACCRUED EXPENS	(7,673,930)	(624,333)	(574,073)	(6,387,811)	(7,578,363)	(95,567)	(1,190,552)	98.75%	(9,099,021)
ACC REV - (ACC EXP)	(869,122)	(46,391)	13,404	(720,245)	369	(869,491)	720,614		443
PLUS CAP EXP	0	29,834	0	292,565	171,528	179,742	(121,036)		205,947
ACC BALANCE	(869,122)	(16,557)	13,404	(427,680)	171,897	(689,750)	599,578		206,390

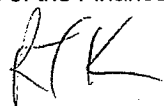
McLEAN COUNTY NURSING HOME

CENSUS Report - 2009

MONTH	AVG MEDICARE	AVG HUMIOSF	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	6.13	0.00	27.52	87.45	121.10	0.77	121.87	28.13
FEBRUARY	9.18	0.00	23.93	89.50	122.61	0.79	123.39	26.61
MARCH	7.81	0.00	27.68	93.45	128.94	0.10	129.03	20.97
APRIL	5.40	0.80	26.80	92.67	125.67	1.37	127.03	22.97
MAY	5.39	0.61	25.81	93.23	125.03	0.45	125.48	24.52
JUNE	3.50	0.80	24.27	91.53	120.10	0.83	120.93	29.07
JULY	6.74	0.87	19.52	90.35	117.48	1.13	118.61	31.39
AUGUST	4.84	0.00	22.32	91.68	118.84	0.58	119.42	30.58
SEPTEMBER	5.00	0.97	23.50	90.87	120.33	0.73	121.07	28.93
OCTOBER	5.39	1.03	25.39	91.58	123.39	0.23	123.61	26.39
NOVEMBER								
DECEMBER								

YTD AVERAGE	5.94	0.51	24.67	91.23	122.35	0.70	123.05	26.95
% OF CAPACITY	3.96%	0.34%	16.45%	60.82%	81.57%	0.47%	82.03%	17.97%

Memo

To: Honorable Members of the Finance Committee
From: Robert T. Kahman 
CC: file
Date: November 20, 2009
Re: Status Report

Please find the Assessment Status Report as of 10:30 AM, November 20, 2009, attached to this message. Additionally I have attached the Year to Year complaint filing comparison report.

As of Monday, November 23, 2009 four townships will remain open for complaint filing. The volume of complaints filed by taxpayers has now exceeded last year. We are still 49 actions behind last year, but that will undoubtedly change to a positive number by the end of the filing period on November 30, 2009.

I have additionally done a preliminary sales ratio study for 2009 to date. Our overall median level of assessment for the 2009 year only, is 32.48%. The residential property ranges are interesting. Of 1,306 arm-length transactions:

25% were equal to or less than \$113,000

25% were between \$113,001 and \$145,000

25% were between \$145,001 and 185,000

25% were greater than 185,001

Our largest residential sale to date is for \$945,000. Only the top 10% of residential sales to date were over \$247,000. Additionally, the lowest 10% topped out at \$82,500. Our median sale to date is \$146,000 and the mode is \$135,000.

The market remains stable but slow. Our estimated 3 year median is currently 32.90% which will yield a positive multiplier again for 2010 of about 1.5% on average, subject to market actions, legislative changes and review.

Year to Year complaint filing comparison (2009 in progress)

	2008			2009			
	Complaints filed by the taxpayer	B/R's	2008 Total	Complaints filed by the taxpayer	B/R's	2009 Total	
Township	Filed	Filed	Total	Filed	Filed	Total	Change
Allin	5	3	8	18	2	20	12
Anchor	5	2	7	4	0	4	(3)
Arrowsmith	3	2	5	4	0	4	(1)
Bellflower	2	0	2	1	0	1	(1)
Bloomington	64	27	91	64	8	72	(19)
Blue Mound	18	0	18	26	0	26	8
Cheney's Grove	0	6	6	4	8	12	6
Chenoa	9	2	11	16	0	16	5
City	397	123	520	336	39	375	(145)
Cropsey	0	1	1	5	1	6	5
Dale	30	26	56	7	0	7	(49)
Danvers	12	3	15	6	0	6	(9)
Dawson	11	1	12	14	1	15	3
Downs	4	0	4	9	7	16	12
Dry Grove	13	3	16	11	8	19	3
Empire	26	7	33	25	15	40	7
Funk's Grove	0	0	0		0	0	0
Gridley	12	7	19	28	2	30	11
Hudson	14	3	17	31	9	40	23
Lawndale	0	0	0		0	0	0
Lexington	12	5	17	11	2	13	(4)
Martin	23	3	26	18	0	18	(8)
Money Creek	52	4	56	6	3	9	(47)
Mount Hope	10	6	16	3	2	5	(11)
Normal	117	123	240	277	37	314	74
Old Town	19	12	31	54	26	80	49
Randolph	10	10	20	25	6	31	11
Towanda	4	15	19	4	10	14	(5)
West	0	2	2		0	0	0
White Oak	21	2	23	35	7	42	19
Yates	1	0	1	1	7	8	7
Grand Total:	894	398	1292	1043	200	1243	(49)

Assessment Status Report
TODAY IS: 11/20/2009

Township	Preliminary		Book to		To		Newspaper	Date of		Final Filing Date	2008		2009		Complaints	
	Submittal	S/A	Printer/Publisher	Printer/Publisher	Publication	Publication		Factor	Factor		Filed	Filed				
Allin	08/04/09	08/18/09	08/20/09	08/20/09	Pantagraph	08/28/09	08/28/09	09/28/09	09/28/09	1.0443	1.0390	20				
Anchor	09/02/09	09/18/09	09/21/09	09/21/09	Ridgeview Review	09/24/09	09/24/09	10/26/09	10/26/09	1.0000	1.0321	4				
Arrowsmith	07/15/09	08/24/09	09/03/09	09/03/09	Pantagraph	09/11/09	09/11/09	10/13/09	10/13/09	1.0369	1.0381	4				
Bellflower	08/11/09	09/09/09	09/10/09	09/10/09	LeRoy Journal	09/16/09	09/16/09	10/16/09	10/16/09	1.0377	1.0000	1				
Bloomington	04/30/09	10/08/09	10/10/09	10/10/09	Pantagraph	10/21/09	10/21/09	11/20/09	11/20/09	1.0413	1.0217	72				
Blue Mound	05/30/09	08/14/09	08/20/09	08/20/09	Ridgeview Review	08/27/09	08/27/09	09/28/09	09/28/09	1.0218	1.0380	26				
Cheney's Grove	08/11/09	09/09/09	09/11/09	09/11/09	Ridgeview Review	09/17/09	09/17/09	10/19/09	10/19/09	1.0181	1.0353	12				
Chenoa	09/02/09	09/23/09	09/28/09	09/28/09	Chenoa Town Crier	10/01/09	10/01/09	11/02/09	11/02/09	1.0328	1.0494	16				
City	10/02/09	10/08/09	10/10/09	10/10/09	Pantagraph	10/21/09	10/21/09	11/20/09	11/20/09	1.0255	1.0078	375				
Cropsey	09/02/09	09/22/09	10/01/09	10/01/09	Ridgeview Review	10/08/09	10/08/09	11/09/09	11/09/09	1.0000	1.0359	6				
Dale	09/22/09	10/02/09	10/10/09	10/10/09	Pantagraph	10/21/09	10/21/09	11/20/09	11/20/09	1.0402	1.0000	7				
Danvers	08/11/09	09/22/09	10/01/09	10/01/09	Quill	10/08/09	10/08/09	11/09/09	11/09/09	1.0159	1.0000	6				
Dawson	08/26/09	09/02/09	09/03/09	09/03/09	Pantagraph	09/11/09	09/11/09	10/13/09	10/13/09	1.0177	1.0357	15				
Downs	04/20/09	08/11/09	08/20/09	08/20/09	Pantagraph	08/28/09	08/28/09	09/28/09	09/28/09	1.0273	1.0293	16				
Dry Grove	08/25/09	09/10/09	09/14/09	09/14/09	Quill	09/24/09	09/24/09	10/26/09	10/26/09	1.0284	1.0073	19				
Empire	10/06/09	10/14/09	10/19/09	10/19/09	LeRoy Journal	10/21/09	10/21/09	11/20/09	11/20/09	1.0323	1.0270	40				
Funk's Grove	10/16/09	10/19/09	10/21/09	10/21/09	Heyworth Star	10/28/09	10/28/09	11/30/09	11/30/09	1.0409	1.0354					
Gridley	09/22/09	09/30/09	10/01/09	10/01/09	Gridley Village Times	10/08/09	10/08/09	11/09/09	11/09/09	1.0177	1.0213	30				
Hudson	08/24/09	08/31/09	09/02/09	09/02/09	Quill	09/17/09	09/17/09	10/19/09	10/19/09	1.0000	1.0387	40				
Lawndale	09/02/09	09/22/09	10/10/09	10/10/09	Ridgeview Review	10/22/09	10/22/09	11/23/09	11/23/09	1.0000	1.0354					
Lexington	10/06/09	10/07/09	10/19/09	10/19/09	Lexingtonian	10/22/09	10/22/09	11/23/09	11/23/09	1.0268	1.0293	13				
Martin	05/30/09	08/14/09	08/20/09	08/20/09	Ridgeview Review	08/27/09	08/27/09	09/28/09	09/28/09	1.0529	1.0134	18				
Money Creek	04/20/09	08/11/09	08/20/09	08/20/09	Lexingtonian	08/27/09	08/27/09	09/28/09	09/28/09	1.0554	0.9796	9				
Mount Hope	10/16/09	10/19/09	10/21/09	10/21/09	Heyworth Star	10/28/09	10/28/09	11/30/09	11/30/09	1.0237	1.0252	5				
Normal	08/20/09	09/01/09	09/02/09	09/02/09	Normalite	09/17/09	09/17/09	10/19/09	10/19/09	1.0300	1.0351	314				
Old Town	05/27/09	09/23/09	09/28/09	09/28/09	Pantagraph	10/07/09	10/07/09	11/06/09	11/06/09	1.0195	1.0539	80				
Randolph	05/27/09	09/30/09	10/02/09	10/02/09	Heyworth Star	10/07/09	10/07/09	11/06/09	11/06/09	1.0190	1.0250	31				
Towanda	09/09/09	09/25/09	09/28/09	09/28/09	Pantagraph	10/07/09	10/07/09	11/06/09	11/06/09	1.0000	1.0000	14				
West	08/11/09	09/09/09	09/10/09	09/10/09	LeRoy Journal	09/16/09	09/16/09	10/16/09	10/16/09	1.0000	1.0000					
White Oak	07/17/09	08/18/09	08/20/09	08/20/09	Quill	08/27/09	08/27/09	09/28/09	09/28/09	1.0317	1.0456	42				
Yates	09/02/09	09/18/09	09/21/09	09/21/09	Chenoa Town Crier	10/01/09	10/01/09	11/02/09	11/02/09	1.0000	1.0386	8				
											Average	1.0238	1.0249	1243		
											Median	1.0255	1.0293			

OPEN TOWNSHIPS



H. Lee Newcom
McLean County Recorder
115 E. Washington Street, Room M-104
Post Office Box 2400
Bloomington, IL 61702-2400
(309) 888-5170
(309) 888-5927 Fax

November 16, 2009

To: Honorable Members of the Finance Committee

From: Lee Newcom, Recorder

Please be advised for the month of October 2009 that revenue, state stamp inventory and receipts, and receivables reconcile with the general ledger.

A copies of October's 2009's report to the County Clerk and "Monthly Account Balances" is attached.



H. LEE NEWCOM
COUNTY RECORDER

115 East Washington Street, Room M-104 • PO Box 2400 • Bloomington, Illinois 61702-2400
Phone (309) 888-5170 • Fax (309) 888-5927
Email: recorder@mcleancountyil.gov • Website: www.mcleancountyil.gov/recorder

MONTHLY REPORT
OF
OFFICIAL RECEIPTS

TO THE COUNTY BOARD OF MCLEAN COUNTY

I, H. Lee Newcom, Recorder, in and for the County of McLean and the State of Illinois, respectfully present the following report of all fees received for the Recorder's office, for and during the period of **October 1, 2009** through **October 31, 2009**

RECEIPTS:

Due IDOR-Rental Housing Program	\$	20,475.00
Copy Fees	\$	640.30
Recording Fees	\$	37,463.00
County Revenue Stamps	\$	25,548.75
Microfilm Sales	\$	-
Data Sales	\$	255.00
Recorder Receivable	\$	295.75
Rental Housing Support Program	\$	2,275.00
Document Storage	\$	7,305.00
GIS Document Storage	\$	2,435.00
Document Storage Receivable	\$	172.00
State Revenue Stamps	\$	51,097.50
GIS Fund	\$	12,175.00
GIS Receivable	\$	116.00
Unclassified Revenue	\$	-
Total Receipts	\$	160,253.30

Deposited with County Treasurer \$ 160,253.30

Balance on hand:

Cash	\$	50.00
Accounts Receivable	\$	1,052.75
Total	\$	1,102.75

#N/A January 1900

H. Lee Newcom
McLean County Recorder

FILED
MCLEAN COUNTY, ILLINOIS

NOV 16 2009

COUNTY CLERK



H. Lee Newcom

Monthly Account Balances
Final For 10/2009

Recorder

Items Open

Account #	Account Description	Month-to-date Totals				Year-to-date Totals through October, 2009					
		Cash/Check/Change	Charge	Charges Paid	Other Pay Method	Total	Cash/Check/Change	Charge	Charges Paid	Other Pay Method	Total
1-0-0-201-070-034	Due Idor-Rental Hsg Prog	\$19,980.00	\$0.00	\$0.00	\$495.00	\$20,475.00	\$270,126.00	\$0.00	\$0.00	\$4,988.00	\$275,094.00
1-6-8-410-008-034	Copy Fees	\$648.05	\$7.75	\$7.75	\$0.00	\$648.05	\$8,466.45	\$30.00	\$30.00	\$0.00	\$8,466.45
1-6-8-410-029-035	Recording Fees	\$36,941.00	\$511.00	\$288.00	\$810.00	\$37,974.00	\$503,980.00	\$5,042.00	\$4,641.00	\$8,461.00	\$512,842.00
1-6-8-410-032-036	County Revenue Stamps	\$25,548.75	\$0.00	\$0.00	\$0.00	\$25,548.75	\$234,283.00	\$0.00	\$0.00	\$0.00	\$234,283.00
1-6-8-410-11-111	Payment On Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-6-8-410-128-100	Microfilm Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-6-8-410-132-100	Data Sales	\$255.00	\$0.00	\$0.00	\$0.00	\$255.00	\$2,525.00	\$0.00	\$0.00	\$0.00	\$2,525.00
1-6-8-410-195-035	Rental Hsg Support Program	\$2,220.00	\$0.00	\$0.00	\$55.00	\$2,275.00	\$30,014.00	\$0.00	\$0.00	\$552.00	\$30,566.00
6-8-4-102-222-222	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-8-4-102-222-222	Balance Brought Forward/Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7-6-8-410-089-284	Document Storage	\$7,269.00	\$252.00	\$129.00	\$165.00	\$7,557.00	\$98,466.00	\$2,598.00	\$2,391.00	\$1,683.00	\$100,356.00
7-6-8-410-181-100	Gis Document Storage	\$2,423.00	\$84.00	\$43.00	\$55.00	\$2,519.00	\$32,822.00	\$866.00	\$797.00	\$561.00	\$33,452.00
1-0-0-126-001-903	State Revenue Stamps	\$51,097.50	\$0.00	\$0.00	\$0.00	\$51,097.50	\$468,566.00	\$0.00	\$0.00	\$0.00	\$468,566.00
7-6-8-410-181-100	Gis Fund	\$12,016.00	\$198.00	\$116.00	\$275.00	\$12,373.00	\$161,752.00	\$1,810.00	\$1,648.00	\$2,805.00	\$164,719.00
9-9-9-999-999-099	Refund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.50	\$0.00	\$0.00	\$0.00	\$40.50
Final Total :		\$158,398.30	\$1,052.75	\$583.75	\$1,855.00	\$160,722.30	\$1,811,040.95	\$10,346.00	\$9,507.00	\$19,030.00	\$1,830,909.95

**AGREEMENT TO PROVIDE SPECIFIED
THIRD PARTY ADMINISTRATOR SERVICES**

THIS AGREEMENT effective the 1st day of January, 2010, by and between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD], and the County of McLean, State of Illinois [hereinafter the EMPLOYER].

WITNESSETH:

WHEREAS, the EMPLOYER is a governmental entity, with principal offices located at 115 East Washington Street, Bloomington, Illinois, (1) which is qualified as a workers' compensation self-insured employer, as provided for by Illinois law, and as such is authorized to self-insure its workers' compensation risk in the State of Illinois, and (2) which is not prohibited under Illinois state law to self-insure its general liability insurance risk; and,

WHEREAS, BRENTWOOD is a Tennessee corporation with principal offices located at 104 Continental Place, Suite 200, Brentwood, Tennessee, and is duly authorized to act as a service company in the State of Illinois pursuant to Ill. Rev. Stat., ch. 215, para. 5/17a.09; and,

WHEREAS, the EMPLOYER desires to contract with BRENTWOOD to provide certain third party administrator services, as set forth herein; and,

WHEREAS, BRENTWOOD wishes to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

Section I – Agreement to Provide Services

The EMPLOYER hereby contracts with BRENTWOOD to perform, on behalf of the EMPLOYER, the services specified in this agreement and any exhibits attached hereto, and BRENTWOOD hereby agrees to perform such services, on the terms and conditions of, and for and limited to the duration of, this agreement.

Section II – Duties and Responsibilities of BRENTWOOD

A. Services. BRENTWOOD shall, during the term of this agreement, provide the services specified herein, consisting of:

1. providing claims services as set forth in Exhibit A, attached to this agreement and incorporated herein by reference; and,
2. as and when requested by the EMPLOYER, providing loss control services as set forth in Exhibit B, attached to this agreement and incorporated herein by reference.
3. as and when requested by the EMPLOYER, providing supplemental consulting services as set forth in Exhibit F, attached to this agreement and incorporated herein by reference.

All such services shall be provided by BRENTWOOD in an honest manner and in conformance with the industry standard of performance.

B. General Administration. BRENTWOOD agrees to:

1. provide such clerical, secretarial and administrative support, including necessary equipment and supplies, as may be necessary for the day to day compliance of the contractually agreed upon duties of BRENTWOOD in accordance with this agreement; and,
2. maintain for itself general liability, automobile liability, workers' compensation, fidelity bond and errors and omissions insurance coverage, as required by law. Prior to commencement of this contract, BRENTWOOD will provide evidence of this coverage to the EMPLOYER on a certificate of insurance.

Section III – Duties and Responsibilities of the EMPLOYER

A. Fees. The EMPLOYER agrees to pay to BRENTWOOD fees as set forth in Exhibit C, attached to this agreement and incorporated herein by reference.

B. Other Expenses. The EMPLOYER agrees to be responsible for all other expenses relative to self-insuring its workers' compensation risk, except for expenses directly relating to the performance by BRENTWOOD of its obligations under this agreement. Expenses for which BRENTWOOD shall not be responsible include, but are not limited to: (1) reinsurance and/or excess insurance premium, (2) premium taxes, (3) any assessments, (4) claim and/or loss payments, (5) allocated loss expense, as defined in Exhibit D, attached to this agreement and incorporated herein by reference, and (6) any other expense associated with the servicing of the EMPLOYER's workers' compensation, general liability, vehicle

liability, and professional liability risk which is not specifically delegated to BRENTWOOD by virtue of this agreement.

- C. **Duties, Responsibilities and Obligations Remaining.** Nothing in this agreement shall be construed as relieving the EMPLOYER of any duty, responsibility or obligation it has to comply with any law obligatory upon it. The EMPLOYER remains responsible for performing all functions necessary to remain compliant with applicable law.
- D. **Access to Electronic Information Maintained by BRENTWOOD.** The EMPLOYER will be granted access to certain information in electronic format relative to its self-insured program that is maintained by BRENTWOOD through BRENTWOOD's proprietary PowerView software. As a condition for such access, the EMPLOYER shall have responsibilities relative to the confidentiality and protection of such information as more fully delineated in Exhibit E, attached hereto and incorporated herein by reference. Furthermore, the EMPLOYER and each and every individual user authorized by the EMPLOYER and granted access to said proprietary PowerView software by BRENTWOOD shall execute a software usage agreement in a form acceptable to BRENTWOOD. Access to said proprietary PowerView software is hereby granted to three (3) users appointed by the EMPLOYER.

Section IV – Ownership of Books and Records

- A. BRENTWOOD shall maintain and retain custody of the books, records, files and other information as required to perform the services specified herein during the time mutually agreed to by BRENTWOOD and the EMPLOYER; however, BRENTWOOD may destroy any books, records, files and other information after seven (7) years of file inactivity unless ordered by the EMPLOYER, in writing, to maintain said books, records, files and other information. Such books, records, files and other information shall remain the exclusive property of the EMPLOYER and shall be available for review by the EMPLOYER during business hours, with reasonable notice, at the premises of BRENTWOOD. It is further agreed that software programs, computer programs, source codes and other computer software items that are utilized by BRENTWOOD are not the property of the EMPLOYER, and remain the exclusive property of BRENTWOOD. The EMPLOYER understands and agrees that BRENTWOOD may, in its exclusive discretion, retain a copy of all such books, records, files and other information upon termination of this agreement.
- B. **Illinois Freedom of Information Act.** Pursuant to 5 ILCS 140/7(2), a public record that is in the possession of BRENTWOOD and that directly relates to governmental function and is not otherwise exempt, is considered a public record of the EMPLOYER and therefore subject to Freedom of Information Act request. BRENTWOOD understands and agrees that BRENTWOOD shall maintain any

and all such records consistent with the document retention and destruction policies of the EMPLOYER and shall disclose any and all such records in its possession in accordance with the Illinois Freedom of Information Act.

Section V – Term of Agreement and Termination

- A. **Term of Agreement.** This agreement is effective on the date above written at 12:01 a.m. Central Time, and shall remain in full force and effect until the 1st day of January, 2013, at 12:01 a.m. Central Time.
- B. **Just Cause Termination.** Notwithstanding the forgoing subsection, either party to this agreement may terminate the same with proper notice for just cause. A party to this agreement shall have just cause to terminate this agreement upon:
1. the filing of a bankruptcy petition by the other party to this agreement, or the placement into bankruptcy or a declaration of insolvency by a court of competent jurisdiction of either party to this agreement, or the dissolution of either party;
 2. the failure of either party to maintain any license, regulatory approval or other type of regulatory authorization to perform its obligations under this agreement; or,
 3. a material breach of the terms of this agreement by the other party; or the commission of fraud by the other party in the making and/or entering into of this agreement or of the performance of this agreement.

If this agreement is being terminated for just cause, written notice must be provided by the party terminating the agreement for just cause to the other party; such written notice must clearly state the alleged cause for the termination. The noticed party shall have thirty (30) days to correct the cause allegedly giving rise to the termination of the agreement. If such noticed party shall fail to correct a legitimate violation within such thirty (30) day correction period, the party giving notice of the violation may then immediately terminate the agreement.

Notwithstanding the foregoing paragraph, in the event that the EMPLOYER fails to timely pay any fees in accordance with this agreement, then BRENTWOOD may terminate this agreement merely by giving thirty (30) days prior written notice. BRENTWOOD must state in its termination letter that it is terminating the agreement for non-payment of fees.

- C. **Renewal and Termination Not for Cause.** During the term of this agreement, either party may terminate this agreement by providing sixty (60) days prior written notice of termination to the other party.

D. Options of the EMPLOYER Upon Termination. Upon termination of this agreement, the EMPLOYER shall have one of the following options:

1. Require BRENTWOOD to return all books, records, files and other information which are described herein as being the property of the EMPLOYER in not more than sixty (60) days to the EMPLOYER or the EMPLOYER'S designee, to the extent BRENTWOOD is in possession of such files. The EMPLOYER shall pay the reasonable costs for the transfer of such books, records, files, and other information; or,
2. Require BRENTWOOD to handle to their conclusion all claims and other obligations reported during the contract period. Should the EMPLOYER choose this option, BRENTWOOD shall be compensated on a per claim basis at BRENTWOOD's then prevailing per claim rate; this compensation shall be in addition to any compensation delineated in this agreement. Should the EMPLOYER choose this option, BRENTWOOD shall, on a quarterly basis, return all books, records, files and other information relative to closed files to the EMPLOYER; the EMPLOYER shall pay the reasonable costs for the transfer of such closed books, records, files, and other information.

E. Duties Limited to Duration of Agreement. It is understood and agreed by the EMPLOYER that the services described herein to be performed by BRENTWOOD are limited to the duration of this agreement and shall cease upon its termination, and BRENTWOOD shall have no further liability or service obligation to the EMPLOYER subsequent to the termination date of this agreement, unless the EMPLOYER chooses to exercise its right to require BRENTWOOD to handle claims to their conclusion as provided in § V, ¶ D2, supra, in which case BRENTWOOD's further liability and service obligations shall be limited solely to the provision of claims services for claims reported to BRENTWOOD during the contract period.

F. Billing Upon Termination. Upon termination of this agreement, if monies are owed from one party to the other, BRENTWOOD will furnish to the EMPLOYER its final billing for services rendered under the terms of this agreement as soon as practicable. If such billing results in monies due BRENTWOOD, the EMPLOYER agrees to tender payment within thirty (30) days. If such billing results in monies due the EMPLOYER, BRENTWOOD agrees to tender payment within thirty (30) days.

Section VI – Indemnification

A. Indemnification by the EMPLOYER. The EMPLOYER agrees to indemnify, defend and hold harmless BRENTWOOD with respect to any and all claims by entities and/or persons not a party to this agreement for any and all claims

asserted as a result of any alleged error, omission, tort, violation of law or negligence on the part of the EMPLOYER and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by BRENTWOOD. The EMPLOYER also agrees to indemnify BRENTWOOD for any and all claims for workers' compensation benefits by persons covered or eligible to be covered by the EMPLOYER.

- B. Indemnification by BRENTWOOD.** BRENTWOOD agrees to indemnify, defend and hold harmless the EMPLOYER with respect to any and all claims by entities and/or persons not a party to the agreement for any and all claims asserted as a result of any alleged error, omission, tort, violation of law or negligence on the part of BRENTWOOD and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by the EMPLOYER.
- C. Survival of Indemnification Section.** This Section VI shall survive termination of this agreement.

Section VII – Miscellaneous

- A. BRENTWOOD an Independent Contractor.** It is expressly agreed and acknowledged by the parties to this agreement that this agreement is intended to create and shall create between the EMPLOYER and BRENTWOOD the relationship of Independent Contractor.
- B. Entire Agreement.** This agreement contains all the terms agreed upon between the parties with respect to the subject matter hereof, and supersedes any and all prior oral and written communications between BRENTWOOD and the EMPLOYER, including, if applicable, any prior written agreements in conflict herewith. No modification or amendment of this agreement shall be valid unless made in writing and fully executed by the parties.
- C. Notices.** All notices required herein shall be in writing and shall be sent postage prepaid, via certified mail, return receipt requested, or reputable private carrier (Federal Express, DHL, UPS, etc.), with proof of receipt, to the parties at the following addresses:

If to the EMPLOYER: County of McLean, State of Illinois
ATTN: Ms. Jennifer Ho, Risk Manager
Government Center 401
115 East Washington Street
Bloomington, Illinois 61702-2400

If to BRENTWOOD: Brentwood Services Administrators, Inc.

ATTN: General Counsel
104 Continental Place, Suite 200
Brentwood, Tennessee 37027

- D. Assignment.** Neither party shall be entitled to assign its rights or obligations under this agreement without the prior written consent of the other party.
- E. Applicable Law.** 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 by reference. Venue for any court action in connection with this agreement shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois.
- F. Failure to Enforce.** The failure or delay of either BRENTWOOD or the EMPLOYER to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this agreement, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either BRENTWOOD or the EMPLOYER of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
- G. Arbitration.** In the event of an irreconcilable dispute relating to this Agreement, the parties shall proceed to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. The venue for the arbitration shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois. All costs and expenses shall be borne by each party.
- H. Headings.** All headings in this agreement are for convenience of reference only and shall be disregarded.
- I. No Third Party Beneficiaries.** This agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder; there shall be no third party beneficiaries to this agreement.

[intentionally blank]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates below the parties' signatures, the agreement to be effective on the date above written.

COUNTY OF MCLEAN, STATE OF ILLINOIS

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

BRENTWOOD SERVICES ADMINISTRATORS, INC.

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

Claims Services

In accordance with Section II of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

- A. Workers' Compensation Claims Services.** BRENTWOOD shall provide to the EMPLOYER certain claims services necessary for the day to day servicing of the workers' compensation claims brought against the EMPLOYER by its employees and employer's liability claims.

- B.** The obligation to provide such services shall be limited to the EMPLOYER's workers' compensation and employer's liability claims that are (i) reported to BRENTWOOD by the EMPLOYER during the term of this agreement; or are (ii) old claims that have been serviced by a previous service company/third party administrator and which BRENTWOOD hereby agrees to assume servicing responsibility for as provided herein.

- C.** The obligation is further limited to such claims as are properly within the competent jurisdiction of a court or administrative tribunal, and which are filed and pursued by the claimant, in the State of Illinois.

In particular, the EMPLOYER shall pay to BRENTWOOD the Basic Annual Charges (Exhibit C, Paragraph K) consisting of the Claim Service Fees (Exhibit C, Paragraph A) and accordingly BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist workers' compensation and employer's liability claims presented against the EMPLOYER;

2. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;

3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;

4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;

5. acknowledge to the EMPLOYER, in writing and on an agreed basis, the receipt of all lawsuits, such acknowledgement to contain the name of the

defense firm and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER apprised, to the extent reasonable, of the dates of discovery requests, depositions, conferences and trials;

6. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars (\$100,000.00), on an agreed basis;
7. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the EMPLOYER and its agents, servants, employees and officers upon request;

In addition, the EMPLOYER shall pay as Allocated Loss Expense the following as set forth in Exhibit D and accordingly BRENTWOOD shall:

8. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as instructed by the EMPLOYER;
9. provide medical provider bill review services at Eight Dollars (\$8.00) for each medical bill reviewed to reduce the bill to the fee schedule or reasonable and customary amounts as applicable. Further reductions on the bill to reflect preferred provider organization savings and other types of savings below the fee schedule or reasonable and customary amounts will be provided for a fee of Thirty Percent (30%) of such savings. Charges for such bill review services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the fees delineated in Exhibit C. Billing and payment shall occur monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such bill review, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services;
10. with the specific approval of the EMPLOYER, coordinate the assignment of and/or provide utilization management services and case management services on claims requiring or needing, within BRENTWOOD's reasonable discretion, such services. Charges for such services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the fees delineated in Exhibit C. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such services, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services. Billing and

payment shall occur at least monthly. If BRENTWOOD intends to provide utilization management and/or case management services for the EMPLOYER, then BRENTWOOD shall charge rates for such services as follows:

Medical Case Management

On Site Case Management time - \$75.00 per hour;
Catastrophic Case Management time - \$90.00 per hour;
Mileage – Federal rate
Expenses – At cost
Travel/Wait time - \$50.00 per hour

Pre-Certification/Utilization Review

Pre-Certification - \$100.00 each
Concurrent Review - \$60.00 per hour
Physician Review - \$250.00 per hour

Medical Case Planning

File Reviews - \$85.00 per hour
File Cost Projection - \$95.00 per hour
Mileage – Federal rate
Expenses – At cost
Travel/Wait time - \$60.00 per hour

Vocational Services

Vocational Services - \$75.00 per hour
Mileage – Federal rate
Expenses – At cost
Travel/Wait time - \$60.00 per hour

Periodically, BRENTWOOD may adjust these rates. In the event such rates are ever increased, BRENTWOOD shall provide to the EMPLOYER an updated list of rates sixty (60) days prior to the rate change that will be charged for such services. The EMPLOYER may request and obtain, at any time, a list of current rates being charged for such utilization management services and case management services by BRENTWOOD;

11. recommend panel physicians, as required or permitted by law, and assist in the implementation of the services such panel physicians provide;
12. investigate and determine subrogation possibilities and subsequent injury fund recovery possibilities, as appropriate; funds received from all subrogation collections shall be considered revenue of the EMPLOYER;
13. set up a voucher system to account for such disability (lost time; indemnity) benefits, medical benefits, death benefits, allocated loss

expense and any other loss and expense as may be required to comply with applicable workers' compensation laws, including any judgments or expenses as set forth in this exhibit and the agreement;

14. provide any information requested or required by any appropriate reinsurance and/or excess insurance carrier(s) to include specific excess recovery requests; and,
15. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by the EMPLOYER.

B. Other Than Workers' Compensation Claims Services. BRENTWOOD shall provide to the EMPLOYER, for claims reported to BRENTWOOD by the EMPLOYER, certain claims services necessary for the day to day servicing of auto or general liability bodily injury (BI) claims brought against the EMPLOYER.

In particular, the EMPLOYER shall pay to BRENTWOOD the Basic Annual Charges (Exhibit C, Paragraph K) consisting of the Claim Service Fees (Exhibit C, Paragraph B) and accordingly BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist, where appropriate, general liability claims presented against the EMPLOYER, pursuant to any guidelines provided by the EMPLOYER to BRENTWOOD;
2. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;
3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;
4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;
5. prepare a loss report respecting all such claims with such information as the EMPLOYER may reasonably direct, and provide such report to the EMPLOYER on a reasonable, agreed upon basis;
6. acknowledge to the EMPLOYER, in writing, the receipt of all legal actions, such acknowledgement to contain the name of the defense firm and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER reasonably apprised of the

status of any litigation, including but not limited to the dates of discovery requests, depositions, conferences and trials;

7. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars (\$100,000.00) on an agreed basis;

In addition, the EMPLOYER shall pay as Allocated Loss Expense the following as set forth in Exhibit D and accordingly BRENTWOOD shall:

8. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the EMPLOYER and its agents, servants, employees and officers upon request;
9. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as and when instructed by the EMPLOYER;
10. provide medical provider bill review services, if applicable. If there are savings achieved through the utilization of a preferred provider organization, then the EMPLOYER shall pay to BRENTWOOD a fee of Thirty Percent (30%) of said preferred provider organization savings. No fee shall be due for savings resulting from a reduction of the medical provider's fee down from the billed amount to the fee schedule amount. All charges for such bill review services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the service fees delineated in Exhibit C. Billing and payment shall occur at least monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such bill review, and, in such case, the EMPLOYER understands and agrees that BRENTWOOD will receive a portion of this fee for its administrative expense in connection with the provision of these services;
11. investigate and determine subrogation claim possibilities, as appropriate;
12. set up voucher system to account for such losses and expenses as the EMPLOYER is required to pay by law;
13. timely provide any information requested or required by any appropriate reinsurance and/or excess insurance carrier(s);
14. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by EMPLOYER.

The claims services provided by BRENTWOOD under this exhibit and this agreement shall be in accordance with any rules and regulations adopted by the EMPLOYER and provided to BRENTWOOD, the rules and regulations of any governmental regulatory authority, and in accordance with any express requirement of any reinsurance and/or excess insurance contracts issued to the EMPLOYER, all as consistent with applicable law.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT B

Loss Control Services

In accordance with Section II of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

BRENTWOOD shall provide to the EMPLOYER certain loss control services which shall consist of the enumerated items contained hereinbelow. In particular, BRENTWOOD shall:

1. provide qualified loss control consultants to visit the EMPLOYER on an as needed and agreed upon basis to review and advise the EMPLOYER of its current loss control program;
2. assist the management of the EMPLOYER in the development and/or modification of a loss control program, and conduct safety training seminars as agreed;
3. perform on site surveys for hazard identification and work practice evaluation, including accident analysis, to identify trends and problem areas for loss control focus;
4. provide written reports to the EMPLOYER with an appropriate summary of activities, listing hazards and loss problems, along with recommendations for improvements; and,
5. provide to the EMPLOYER information on third party independent contractors which may be utilized, at the EMPLOYER's expense, to secure industrial hygiene and OSHA compliance.

It is recognized and agreed by the EMPLOYER that it is responsible for its own safety program and that BRENTWOOD makes no representation that every unsafe condition or procedure will be discovered. BRENTWOOD makes no representation that any location, workplace, operation, machinery or equipment is safe, healthful or in compliance with any laws, rules, or regulations.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT C

Fee Schedule

In accordance with Section III of the agreement, this exhibit is attached to and shall become incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

A. New Workers' Compensation Claim Service Fee. The EMPLOYER shall pay to BRENTWOOD a service fee according to the following schedule:

Indemnity (Lost Time) Claims, per claim:	\$625.00
Medical Only Claims, per claim:	\$125.00
Information Only Incidents, per incident:	FREE OF CHARGE

B. New Claim Other Than Workers' Compensation Service Fee. The EMPLOYER shall pay to BRENTWOOD a service fee according to the following schedule:

Fee per claim:	\$550.00
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C. One-Time Data Conversion Fee. The EMPLOYER shall pay to BRENTWOOD a one-time data conversion fee of \$3000.00. This one-time data conversion fee shall be paid by the EMPLOYER to BRENTWOOD on or before January 15, 2010; said one-time data conversion fee is completely earned once the data is converted to BRENTWOOD's information system.

D. On-Line Service Access Fee. The EMPLOYER shall pay to BRENTWOOD an on-line service access fee of \$1000.00 per annum.

E. Run-Off Claim Service Fee. The EMPLOYER shall pay to BRENTWOOD, for open claims (and re-opened claims) that pre-date the effective date of the agreement:

Indemnity (Lost Time) Claims, per claim:	\$200.00
Medical Only Claims, per claim:	FREE OF CHARGE

All claim service fees (for both new claims and run-off claims) are completely earned once the claim is reported to BRENTWOOD.

F. Medicare Section 111 Reporting Fee. FREE OF CHARGE

G. Loss Control Service Fee. The EMPLOYER shall pay to BRENTWOOD a loss control service fee of 95.00 per hour of loss control services provided (including any educational training provided), plus any and all expenses incurred by BRENTWOOD loss control personnel in the provision of such loss control services. Loss control service fees are earned as the services are provided. All loss control service fees, if any, shall be paid (after being billed) with the next quarterly installment payment.

H. Supplemental Consulting Fee. The EMPLOYER shall pay to BRENTWOOD \$95.00 per hour of supplemental consulting services (as defined in Exhibit F) provided. Supplemental consulting fees are earned as the services are provided. All supplemental consulting fees, if any, shall be paid (after being billed) with the next quarterly installment payment.

I. Custom Report Fee. All canned, standard claims and loss control reports are provided FREE OF CHARGE. All non-canned, non-standard reports shall be provided if such reports can be created by BRENTWOOD; in such case, the EMPLOYER shall pay to BRENTWOOD \$55.00 per hour for all time spent creating and generating said reports.

J. Administration Fee. The EMPLOYER shall pay to BRENTWOOD an administration fee of \$2500.00 per annum.

K. Basic Annual Charges. Basic Annual Charges of \$12,875.00 shall be billed by BRENTWOOD and shall be paid by the EMPLOYER in four (4) equal quarterly installments of \$3,217.75 on or before January 15, April 15, July 15, and October 15 of the year in which services are performed.

The Basic Annual Charges consist of the following:

On-Line Service Access Fee	\$1000.00
Administration Fee	\$2500.00
Est'd Cost for Handling Worker's Comp Claims	<u>\$9375.00</u>
 Basic Annual Charges	 <u>\$12,875.00</u>

The Estimated Annual Cost for Handling Worker's Compensation Claims is figured based on the following estimates provided in BRENTWOOD's Proposed Fee Schedule:

Medical Only	35 claims @ \$125.00 per claim	\$4375.00
Indemnity/Lost time	8 claims @ \$625.00 per claim	\$5000.00
Incident Reports	20 reports @ no charge per claim	<u>N/A</u>

Total Annual Projected Cost – Worker's Compensation \$9375.00

L. Payment, & Audit. As soon as reasonable after each agreement year, an audit shall have been completed by BRENTWOOD indicating the correct amount of monies due and owed from the EMPLOYER under the agreement for the previous agreement year. Upon completion of the audit, BRENTWOOD will provide to the EMPLOYER a statement showing the amount owed by the EMPLOYER, along with a bill for such amount, or a statement showing the amount to be refunded to the EMPLOYER by BRENTWOOD. If the EMPLOYER owes monies to BRENTWOOD after the audit, payment of the amount owed shall be made to BRENTWOOD within thirty (30) days of the billing date. If BRENTWOOD owes monies to the EMPLOYER, BRENTWOOD shall apply such amount as a credit for the EMPLOYER for the next contract year, or,

shall apply such amount as a credit for the EMPLOYER for the next contract year, or, upon the written request of the EMPLOYER, shall refund said monies to the EMPLOYER within thirty (30) days of the audit statement date.

Additional Charge for Late Payment of Fees. Should any payment not be received by BRENTWOOD within the due dates referenced above, the EMPLOYER shall be charged a late fee of one percent (1%) of the amount not paid timely.

Definition of "Claim". For purposes of calculating the number of claims, each injured worker with a reportable injury shall be considered a "claim", even if there are multiple workers injured as a result of the same occurrence.

Miscellaneous. It is understood and agreed that nothing in this agreement shall be construed as prohibiting BRENTWOOD or any of its affiliates from receiving ordinary and reasonable commission(s) from any reinsurer and/or insurer(s) providing reinsurance and/or excess insurance or other insurance coverage(s) as shall be necessary and/or desired by the EMPLOYER; no such commission(s) shall be considered a setoff against the fees due under this agreement. It is further understood and agreed between BRENTWOOD and the EMPLOYER that the above fees contemplate BRENTWOOD providing the services described in this agreement only during the time that this agreement, or a renewal thereof, is in full force and effect. It is further understood and agreed that BRENTWOOD shall receive fees for bill review services in addition to the fees delineated herein as more fully delineated in Exhibit A, such fees being considered an allocated loss expense in accordance with Exhibit D.

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BRENTWOOD _____
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EXHIBIT D

Allocated Loss Expense

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

It is agreed that the allocated loss expense shall be defined as:

1. attorneys' fees;
2. court reporter's fees;
3. court costs, court fees, and court expenses;
4. pre- and post-judgment interest paid as a result of litigation;
5. costs of depositions, including but not limited to transcript fees;
6. costs of obtaining copies of public records;
7. costs of obtaining copies of medical records;
8. fees for service of process;
9. witness fees and witness travel expenses;
10. expert fees and related expenses;
11. costs of independent medical examinations and/or evaluations for testimony at trial or to contest disputed facts;
12. medical cost containment services, including but not limited to utilization management services;
13. extraordinary travel expenses incurred by BRENTWOOD at the request of the EMPLOYER;
14. bill review service costs;
15. costs associated with indexing claims through and/or submitting claims information to the Insurance Service Office or other rate advisory service organizations, a claims compilation or transmission agency, or any state agency or designee of a state agency;
16. costs and expenses of subrogation;
17. costs of operative, investigative and detective services;
18. costs associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including but not limited to filings in connection with the Medicare Secondary Payor provisions of the Social Security Act;
19. medical case management services; and,
20. any other similar fee, cost or expense that is reasonably chargeable to the investigation, negotiation, settlement, adjustment or defense of a claim and/or loss, or as required for the protection of the subrogation rights or the collection of subrogation on behalf of the EMPLOYER.

EMPLOYER _____
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BRENTWOOD _____
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EXHIBIT E

Electronically Accessible Information

In accordance with Section III of the agreement, this exhibit is attached to and shall become incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

WHEREAS, BRENTWOOD will provide the EMPLOYER electronic access to its claims information through the utilization of BRENTWOOD'S proprietary PowerView data access program (the "PowerView software"); and,

WHEREAS, the EMPLOYER understands and agrees that irreparable harm would befall BRENTWOOD were said proprietary PowerView software made accessible to competitors of BRENTWOOD or persons who could sell or give said proprietary PowerView software to a competitor of BRENTWOOD's; and that furthermore there is intrinsic, monetary value in the proprietary PowerView software created by BRENTWOOD; and,

WHEREAS, the EMPLOYER will have electronic access to information gathered during the investigation of present and prior years' workers' compensation claims submitted by the EMPLOYER's employees through the aforementioned program; and,

WHEREAS, the EMPLOYER understands that this electronic access to information will likely include information that is confidential and private to the employee, the EMPLOYER and BRENTWOOD, and which may be confidential or privileged pursuant to law; and,

WHEREAS, the EMPLOYER understands and agrees that the confidentiality of such information should be maintained and preserved to the greatest extent possible in order to protect the privacy and interests of its employees, itself and BRENTWOOD;

NOW THEREFORE, the EMPLOYER agrees, covenants and/or understands that:

1. all electronically stored information made accessible by BRENTWOOD to the EMPLOYER will not under any circumstances be revealed or released to any person or entity not directly in the decision making process of handling the claim to which the information refers; and,
2. it will not directly or indirectly release or cause to be released the electronic information access codes or passwords to persons or entities, other than to those persons identified to BRENTWOOD by the

EMPLOYER as persons who require access to such electronically stored information; and,

3. it will indemnify and hold harmless BRENTWOOD from any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred as a result of any allegation, claim, or litigation arising out of a violation of this exhibit to the extent of the EMPLOYER's negligence or intentionally wrongful acts; and,
4. the PowerView software is the property of BRENTWOOD, and the release or review of such information would cause irreparable harm and damages to BRENTWOOD; and,
5. in addition to any legal damages to which BRENTWOOD may be entitled by virtue of a violation of this exhibit, BRENTWOOD shall also be entitled to relief in equity to enjoin a violation or a potential or threatened violation of this exhibit, or to require the EMPLOYER to specifically perform acts to remedy a violation of this exhibit.

EMPLOYER _____
Initial

BRENTWOOD _____
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EXHIBIT F

Supplemental Consulting Services

In accordance with Exhibit A of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

BRENTWOOD shall provide to the EMPLOYER certain supplemental consulting services when initiated by the EMPLOYER as follows.

In particular, BRENTWOOD shall provide any non-traditional work not otherwise considered a part of Claim Service Fees as set forth in Exhibit C or Allocated Loss Expenses as set forth in Exhibit D.

This may include:

1. any consulting services or other services provided to the EMPLOYER where the EMPLOYER is handling the claim internally;
2. where any non-traditional work on a claim file is necessary due to the extraordinary uniqueness of the claim; or
3. any other non-traditional work or services not otherwise related to a specific claim.

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AGREEMENT TO PROVIDE SPECIFIED CONSULTING SERVICES

This Consulting Services Agreement ("AGREEMENT") is made and entered into as of 1/1/2010 (the "EFFECTIVE DATE") by and between McLean County ("CLIENT"), a County of the State of Illinois, and RTW, Inc. ("RTW"), a Minnesota corporation with its main office located at 8500 Normandale Lake Boulevard, Suite 1400, Bloomington, Minnesota 55437. CLIENT and RTW may be referred to in this Agreement each individually as the "Party" or collectively as the "Parties."

WHEREAS, CLIENT desires for RTW to provide its ID15[®] Consulting Services in connection with CLIENT's workers compensation program and RTW desires to provide CLIENT such services

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and RTW, intending to be legally bound, mutually agree as follows:

ARTICLE 1. SERVICES PROVIDED BY RTW

1.01 General. CLIENT hereby appoints RTW as a Service Provider to perform the duties set forth in the STATEMENT OF WORK attached to this AGREEMENT as APPENDIX A. CLIENT vests in RTW authority to effect and execute such duties upon the terms and conditions set forth in this AGREEMENT.

- A. **Authority:** The authority granted RTW will be limited to the delivery of services defined in the STATEMENT OF WORK.
- B. **Quality of Services:** RTW will use all reasonable efforts to serve CLIENT faithfully and will perform all acts necessary for the proper conduct of the business on behalf of CLIENT. RTW will further maintain a staff of trained and competent personnel, supplies, and equipment for the purpose of performing RTW's duties provided in this AGREEMENT
- C. **Legal Compliance:**
 1. RTW agrees to carry out its activities in connection with this AGREEMENT in a manner to comply in all respects with all applicable federal, state and local laws, rules and regulations, including all licensing requirements
 2. RTW hereby warrants and represents to CLIENT that it is complying and will continue to comply with all laws and regulations applicable to its operations.

ARTICLE 2. RESPONSIBILITIES OF CLIENT

2.01 Contact Person. CLIENT will designate a decision maker and/or day-to-day contact person to work with RTW.

2.02 Information and Documents. CLIENT will promptly provide to RTW all documents and information which RTW reasonably requests in order to enable RTW to prepare and submit all of the reports outlined in the STATEMENT OF WORK to otherwise carry out any of its obligations under this AGREEMENT.

2.03 Reimbursement. In addition to fees for actual work provided, as outlined in the STATEMENT OF WORK, CLIENT will reimburse RTW for any costs it incurs obtaining copies of medical records required by RTW to carry out its obligations under this AGREEMENT.

ARTICLE 3. TERM OF AGREEMENT

3.01 Term. This AGREEMENT will begin on 1/1/2010 and end on 12/31/2010 ("CONTRACT TERM") and will automatically renew each year thereafter unless either party, at least sixty (60) days in advance of the expiration date, provides the other party with a written notice of non-renewal.

ARTICLE 4. PAYMENTS TO RTW

4.01 Fee. CLIENT will pay RTW, Inc. fees for actual work provided as outlined in the STATEMENT OF WORK.

4.02 Change in Service Fee. In the event CLIENT requests that RTW provide services that differ materially from those described in this AGREEMENT, the additional cost of such services and related out-of-pocket expenses will be paid by RTW at RTW's negotiated rates. If RTW's performance under this AGREEMENT is made materially more burdensome or expensive due to any change in federal, state, or local laws, rules and regulations during the term of this AGREEMENT, the parties will endeavor to negotiate an appropriate adjustment to the fee schedule. If the parties cannot agree on an adjusted fee schedule within 30 days after RTW sends written notice to CLIENT of the material change and its desire to negotiate an adjusted fee, RTW may at any time thereafter terminate this AGREEMENT upon 30 days written notice to CLIENT.

ARTICLE 5. TERMINATION

5.01 Early Termination By Either Party. During the term of this AGREEMENT, or any period of extension, either Party may terminate this AGREEMENT for material breach by the other Party of one or more provisions of this AGREEMENT, by giving written notice stating the reason or reasons for termination. Unless the breaching Party fully cures its breach within thirty (30) days from receipt of the written notice, the non-breaching Party may, by written notice, terminate this AGREEMENT at any time thereafter while such breach remains uncured. This AGREEMENT may also be terminated upon the mutual agreement of the parties at any time upon the execution of a termination agreement signed by both parties.

5.02 Termination By Government Action. This AGREEMENT will terminate upon the effective date of any applicable federal, state or local law, rule and regulation which nullifies, renders impermissible, or invalidates any of the services or provisions of this AGREEMENT.

5.03 Procedures on Termination. In the event of termination of this AGREEMENT for any reason, including but not limited to, sale, merger, consolidation, bankruptcy or any other financial forfeiture by CLIENT, RTW will be paid to the last day that services are provided. CLIENT will return to RTW any of RTW's proprietary or confidential information in CLIENT's possession as provided in Article 7.11.

5.04 Effect of Termination. Except as expressly provided in this AGREEMENT, termination of this AGREEMENT will not relieve or release either Party from its obligations to make any payments or provide information which it may owe the other Party under the terms of this AGREEMENT (including, without limitation, payment for any services rendered to CLIENT), or from any other liability which either Party may have to the other Party arising out of this AGREEMENT or the breach of this AGREEMENT.

ARTICLE 6. INDEMNIFICATION AND HOLD HARMLESS

6.01 Hold Harmless. RTW warrants that it will exercise the standard of care of a similarly situated professional in the field in its performance of services pursuant to this AGREEMENT. CLIENT agrees to assert no claim or cause of action against RTW for any losses, expenses, or penalties that may result from RTW's performance of its responsibilities under this AGREEMENT if RTW acted within the standard of care provided herein.

6.02 CLIENT's Duty of Indemnification. CLIENT will defend, hold harmless and indemnify RTW and its officers, directors, agents and employees against any and all claims, liabilities, damages, penalties, judgments or expenses, including reasonable attorneys' fees, asserted against, imposed upon or incurred by RTW that arise out of the acts or omissions, of CLIENT, its employees or agents and relating to any workers' compensation claims involving CLIENT, but only to the extent that CLIENT's intentional misconduct or gross negligence caused, compounded or contributed to the claim.

6.03 RTW's Duty of Indemnification. RTW will defend, hold harmless and indemnify and its officers, directors, agents and employees against any and all claims, liabilities, damages, penalties, judgments or expenses, including reasonable attorneys' fees, asserted against, imposed upon or incurred by CLIENT that arise out of the acts or omissions, of RTW, its employees or agents and relating to any actions performed by RTW under this Agreement, but only to the extent that RTW's intentional misconduct or gross negligence caused, compounded or contributed to the claim.

6.04 Proportional Indemnification. If liabilities, damages, judgments or expenses arise out of acts or omissions, including negligence of both parties, the rights of indemnification or contribution of the respective parties will be determined by the proportional fault of the parties. Under no circumstances will either Party be liable to the other for incidental or consequential damages.

ARTICLE 7. CONFIDENTIALITY

7.01 RTW's Proprietary Program. RTW has developed a proprietary workers' compensation claims management program (the "RTW Program") designed to substantially reduce costs associated with workers' compensation insurance. The RTW Program utilizes, among other features, concepts of: (a) working closely with employers to ensure compliance with the RTW Program, (b) early intervention in injury cases, (c) closely monitoring treatment to minimize work loss in permanent injury claims, (d) a method of identifying potential high risk cases at the time of injury, (e) safe early work return for injured employees, and (f) various reports, forms, information systems and procedures for effectively implementing these concepts. The term "RTW Program" as used herein includes the RTW workers' compensation claims management program as that program currently exists, and all additions, improvements and further development of that program as may occur from time to time during the term of this AGREEMENT.

CLIENT acknowledges that the RTW Program is proprietary, confidential information of RTW that shall remain the exclusive property of RTW. Upon the termination of this AGREEMENT, all rights to the RTW Program shall remain with RTW and may not be utilized in any manner by CLIENT.

7.02 Other Confidential Information. The parties acknowledge and agree that certain other confidential information, in addition to information regarding the RTW Program, may be transmitted or disclosed by the parties to each other in connection with the discharge of their duties and responsibilities under this AGREEMENT. For purposes of this Section, the term "Confidential Information" means general information which is used in the disclosing Party's business and is:

- A. Proprietary to, about, or created by the disclosing Party;
- B. Gives the disclosing Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the disclosing Party;
- C. Designated as Confidential Information by the disclosing Party, or from all the relevant circumstances should reasonably be assumed by the disclosing Party to be confidential and proprietary to the disclosing Party; or
- D. Not generally known by non-disclosing Party personnel. Without limiting the generality of the foregoing, such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):
 - 1. Work Product. Work product resulting from or related to work or projects performed or to be performed for the disclosing Party or for clients of the disclosing Party;
 - 2. Computer Software. Computer software of any type or form in any stage of actual or anticipated research or development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs;
 - 3. Other Proprietary Data. Information relating to the disclosing Party's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - 4. Business Operations. Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics services, and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the disclosing Party's business;
 - 5. Marketing and Development Operations. Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the disclosing Party which have been or are being discussed; and
 - 6. Customers. Names of customers of the disclosing Party and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity, and specifications of products and services purchased, leased, licensed, or received by clients of the disclosing Party, provided that nothing in this AGREEMENT shall be deemed to prohibit either Party from publicly disclosing, without the consent of the other, the Licensee as a licensee of the Licensed Products.

7.03 Non-Disclosure. Neither Party will, at any time, directly or indirectly, reveal, report, memorialize, publish, duplicate or otherwise disclose to any third Party in any way whatsoever any confidential information of the opposite Party or copy or use any confidential information of the opposite

Party for any purpose other than the purposes of this AGREEMENT. Further, each of the parties agrees that it shall not, directly or indirectly, either during or subsequent to the term of this AGREEMENT:

- A. Disclose any Confidential Information of the other Party, other than to its own employees who participate directly in the performance of either Party's respective obligations under this AGREEMENT;
- B. Copy or use any Confidential Information of the other Party except for the purpose of fulfilling its respective obligations under this AGREEMENT; or
- C. Publish any Confidential Information of the other Party without the prior written consent of such Party. The degree of care employed by each of the parties to protect and safeguard the Confidential Information of the other Party shall be no less protective than the degree of care used by such Party to protect its own confidential information of like importance.

The parties acknowledge and agree that this AGREEMENT and the subject matter and terms and conditions of this AGREEMENT fall within the scope of Confidential Information.

The obligations set forth in this Section shall not be applicable to any information which:

- A. The receiving Party is authorized by the disclosing Party in writing to disclose, copy or use;
- B. Is generally known or becomes part of the public domain through no fault of the receiving Party;
- C. Is disclosed by the disclosing Party to third parties without restriction on subsequent disclosure;
- D. Is provided to the receiving Party by a third Party without breach of any separate non-disclosure agreement; or
- E. Provided that the disclosing Party has been given prompt notice and an opportunity to appear and to seek a protective order or other appropriate remedy, is required to be disclosed in the context of any administrative or judicial proceeding.

7.04 Duration of Restriction. These restrictions on the use of information concerning the RTW Program and other confidential information described in this Article will survive the termination of this AGREEMENT and remain in full force and effect thereafter as to any particular aspect of the RTW Program or item of confidential information so long as that particular aspect or item remains confidential and is not publicly available.

7.05 Ownership of Confidential Information. Non-disclosing Party agrees that all Confidential Information shall remain the property of the disclosing Party, and that the disclosing Party may use such Confidential Information for any purpose without obligation to the non-disclosing Party.

7.06 Intellectual Property. CLIENT will not, without RTW's written consent, access or use any of RTW's trademark, service mark, trade names, logos, logotypes, insignia, inventions, copyright or patent-protected matter, know-how, trade secret, goodwill associated therewith, or other intellectual property owned or provided by or on behalf of RTW for any purpose, including but not limited to, use in connection with any promotions, advertisements, or exhibitions.

7.07 Irreparable Harm. Both parties understand and acknowledge that any disclosure or misappropriation of any confidential information or information relating to the RTW Program in violation of this AGREEMENT may cause irreparable harm, the amount of which may be difficult to ascertain. Accordingly, each Party shall be entitled to seek to obtain temporary, preliminary and/or permanent

injunctive relief against the threatened breach of this Article or the continuation of any such breach, without the necessity of proving damage or the requirement to secure or post any bond, which is hereby specifically waived. Nothing herein shall be construed as a waiver by either Party of its right to pursue any other available remedies, including the recovery of damages. Both parties shall be entitled to seek to recover all of its costs and expenses incurred in connection with the enforcement of this Article, including reasonable attorneys' fees.

7.08 Survival of Rights and Obligations. This AGREEMENT shall inure to the benefit and be binding upon both parties and their respective successors and assigns.

7.09 No Grant of Rights. The parties recognize and agree that nothing contained in this AGREEMENT shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the disclosing Party disclosed pursuant to this AGREEMENT, or to any invention or any patent, copyrights, trademarks, or other intellectual property right has issued or that may be issued based on such Confidential Information.

7.10 No Reverse Engineering. The parties agree that the software programs of the disclosing Party contain valuable confidential information and the non-disclosing Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the disclosing Party without the prior written consent of the disclosing Party.

7.11 Return of Documents. The non-disclosing Party shall return to the disclosing Party any and all records, notes, and other written, printed, electronic or other tangible materials in its possession pertaining to the Confidential Information within 30 days upon the written request of the disclosing Party or following termination of this AGREEMENT. The return of materials shall not relieve the non-disclosing Party from compliance with other terms and conditions of this AGREEMENT. Notwithstanding the foregoing, the non-disclosing Party may retain one (1) copy of such portions of the Confidential Information solely to the extent required and limited to the purpose of compliance with the non-disclosing Party's basic recordkeeping or business documentation purposes, or as required by law. When such copy is no longer required, the Confidential Information must be destroyed.

7.12 Illinois Freedom of Information Act. Pursuant to 5 ILCS 140/7(2), a public record that is in the possession of RTW and that directly relates to governmental function and is not otherwise exempt, is considered a public record of the CLIENT and therefore subject to Freedom of Information Act request. RTW understands and agrees that RTW shall maintain any and all such records consistent with the document retention and destruction policies of the CLIENT and shall disclose any and all such records in its possession in accordance with the Illinois Freedom of Information Act.

ARTICLE 8. MISCELLANEOUS

8.01 Non-Solicitation of Employees. CLIENT and RTW agree that during the term of this AGREEMENT including any extensions or renewals hereof, and for two (2) years after the termination of this AGREEMENT, neither Party will recruit, solicit or entice away, any individual who as of the date of this agreement is, or anytime prior to the expiration of the two-year period was, employed by the other Party or has contracted to render services to the other Party. The parties agree that these restrictions are necessary to protect the legitimate business interest of each Party and to prevent unauthorized dissemination of confidential or trade secret information. Each Party agrees that damages alone may be difficult to ascertain or may not adequately compensate the other for a violation of this paragraph and that injunctive relief is essential for the protection of the other Party.

8.02 CLIENT's Relationship to RTW. The relationship between the parties is one of principal and agent. Nothing in this AGREEMENT will be construed or deemed to create any other relationship between the parties, including one of employment or joint venture.

8.03 Governing Law. This AGREEMENT will be governed and interpreted in accordance with the laws of the State of Illinois, without regard to the laws or principles of any jurisdiction with respect to conflict of laws.

8.04 Regulatory Compliance. In the event any federal, state or local legislative or executive body enacts or promulgates legislation or regulation affecting the obligation of the parties under this AGREEMENT, the parties agree to amend this AGREEMENT in order to comply with any such legislation or regulation.

8.05 Waiver of Rights. The failure of any party to insist upon the strict observation or performance of any provision of this AGREEMENT or to exercise any right or remedy will not impair or waive any such right or remedy.

8.06 Severability. The invalidity of any provision of this AGREEMENT or portion of a provision will not affect the validity of any other provision of this AGREEMENT or the remaining portion of the applicable provision that can be given without the invalid provision. To this end, the provisions of this AGREEMENT will be severable.

8.07 Amendment. This AGREEMENT cannot be amended, altered, enlarged, supplemented, abridged, modified nor any provisions waived except by a writing duly signed by all of the parties.

8.08 Assignment. This AGREEMENT shall not be assignable by any party hereto without the prior written consent of the other parties.

8.10 Counterparts. This AGREEMENT may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.11 Notice. All notices under this AGREEMENT shall be in writing, and may be delivered by hand or sent by facsimile transmission, or certified mail, return receipt requested. Notices sent by mail shall be deemed received on the date of receipt indicated by the return verification provided by the U.S. Postal Service. Notices sent by facsimile transmission shall be deemed received the day on which sent, and shall be conclusively presumed to have been received in the event that the sender's copy of the facsimile transmission contains the "answer back" of the other party's facsimile transmission. Notices shall be given or sent to the parties at the following addresses:

IF TO RTW:

RTW, Inc.
8500 Normandale Lake Boulevard
Suite 1400
Minneapolis, MN 55437

IF TO McLean County:

McLean County
Risk Management Office
Attn. Ms. Jennifer Ho
115 East Washington Street
Bloomington, IL 61702-2400

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date indicated below.

RTW, INC.

Dated: _____

By: _____

Print Name:

Its:

McLean County

Dated: _____

By: _____

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

APPENDIX A

STATEMENT OF WORK

Services Provided

During the term of this AGREEMENT, RTW will provide the following services as requested by CLIENT:

1. CLIENT will submit to RTW all workers' compensation claims received during the term of this AGREEMENT.
2. RTW will perform its initial triage process on all claims as described below and set forth in Appendix B: RTW Process Flow. RTW will perform a high level triage on all claims submitted by CLIENT and will assess each claim as either "low risk" or potential "high risk". These classifications are based on the nature and severity of the injury, as well as any underlying issues that are identified during the interview process. RTW may call the CLIENT to get further information prior to classifying a claim.
 - a. Claims are classed as "low risk" if they receive a classification of 0, 1, or 2 in the initial triage stage.
 - b. Claims are classed as potential "high risk" if they receive a classification of 3 or 4 in the initial triage stage.
3. If a claim is identified by triage as a "low risk" (class 0, 1, or 2), no further investigation is performed by RTW.
4. RTW will conduct investigations on all potential "high risk" (class 3 or class 4) claims (claims that cannot be classed as "low risk") received from CLIENT by using its proprietary ID15[®] process and technology. Within 48 hours RTW will contact and interview the employer, employee and the medical provider. A registered nurse will complete the interviews. This step further identifies factors that may prolong injury including past history of injury, family issues, drug or alcohol issues, financial concerns, issues with the employer, and underlying psychological issues. The answers from the interviews are entered into the proprietary ID15[®] process and technology which produces a disability index number.
5. For claims identified as "high risk" (disability indicators of 3 or 4) by the proprietary ID15[®] process and technology, RTW will provide a report to CLIENT and CLIENT'S designated third-party administrator and proceed as set forth below. For claims identified as "low risk" by the proprietary ID15[®] process and technology, RTW will provide a report to CLIENT and CLIENT'S designated third party administrator.
6. There will be no further involvement by RTW on a "low risk" (disability indicators of 0, 1, or 2) file unless otherwise notified by CLIENT as set forth below.
7. "High risk" claims (those with disability indicators of 3 and 4) will be assigned to the RTW nurse for immediate and ongoing case management. The nurse will remain on the file until the employee is working without restrictions, MMI is achieved, or CLIENT requests case closure. The RTW nurse will coordinate activities with CLIENT'S designated third-party administrator.
8. Any other nurse case management activities and referrals will be mutually agreed to by RTW and CLIENT. RTW agrees and understands that notwithstanding the classification of a claim by the initial triage process or as produced by the proprietary ID15[®] process and technology, CLIENT reserves the right and retains the authority to direct RTW to provide ongoing case management or cease providing ongoing case management.

Payments to RTW

CLIENT will pay to RTW the following charges on a monthly basis for services provided:

ID15® Consulting

Initial triage	\$0 per claim
ID15® Screen – Low Risk	\$0 per claim
ID15® Screen – High Risk w/report	\$200 per claim
Ongoing Nurse Case Management	\$95 per hour
RTW Medical Director	\$275 per hour

APPENDIX A

STATEMENT OF WORK

Services Provided

During the term of this AGREEMENT, RTW will provide the following services as requested by CLIENT:

1. CLIENT will submit to RTW all workers' compensation claims received during the term of this AGREEMENT.
2. RTW will perform its initial triage process on all claims as described below and set forth in Appendix B: RTW Process Flow. RTW will perform a high level triage on all claims submitted by CLIENT and will assess each claim as either "low risk" or potential "high risk". These classifications are based on the nature and severity of the injury, as well as any underlying issues that are identified during the interview process. RTW may call the CLIENT to get further information prior to classifying a claim.
 - a. Claims are classed as "low risk" if they receive a classification of 0, 1, or 2 in the initial triage stage.
 - b. Claims are classed as potential "high risk" if they receive a classification of 3 or 4 in the initial triage stage.
3. If a claim is identified by triage as a "low risk" (class 0, 1, or 2), no further investigation is performed by RTW.
4. RTW will conduct investigations on all potential "high risk" (class 3 or class 4) claims (claims that cannot be classed as "low risk") received from CLIENT by using its proprietary ID15[®] process and technology. Within 48 hours RTW will contact and interview the employer, employee and the medical provider. A registered nurse will complete the interviews. This step further identifies factors that may prolong injury including past history of injury, family issues, drug or alcohol issues, financial concerns, issues with the employer, and underlying psychological issues. The answers from the interviews are entered into the proprietary ID15[®] process and technology which produces a disability index number.
5. For claims identified as "high risk" (disability indicators of 3 or 4) by the proprietary ID15[®] process and technology, RTW will provide a report to CLIENT and CLIENT'S designated third-party administrator and proceed as set forth below. For claims identified as "low risk" by the proprietary ID15[®] process and technology, RTW will provide a report to CLIENT and CLIENT'S designated third party administrator.
6. There will be no further involvement by RTW on a "low risk" (disability indicators of 0, 1, or 2) file unless otherwise notified by CLIENT as set forth below.
7. "High risk" claims (those with disability indicators of 3 and 4) will be assigned to the RTW nurse for immediate and ongoing case management. The nurse will remain on the file until the employee is working without restrictions, MMI is achieved, or CLIENT requests case closure. The RTW nurse will coordinate activities with CLIENT'S designated third-party administrator.
8. Any other nurse case management activities and referrals will be mutually agreed to by RTW and CLIENT. RTW agrees and understands that notwithstanding the classification of a claim by the initial triage process or as produced by the proprietary ID15[®] process and technology, CLIENT reserves the right and retains the authority to direct RTW to provide ongoing case management or cease providing ongoing case management.

Payments to RTW

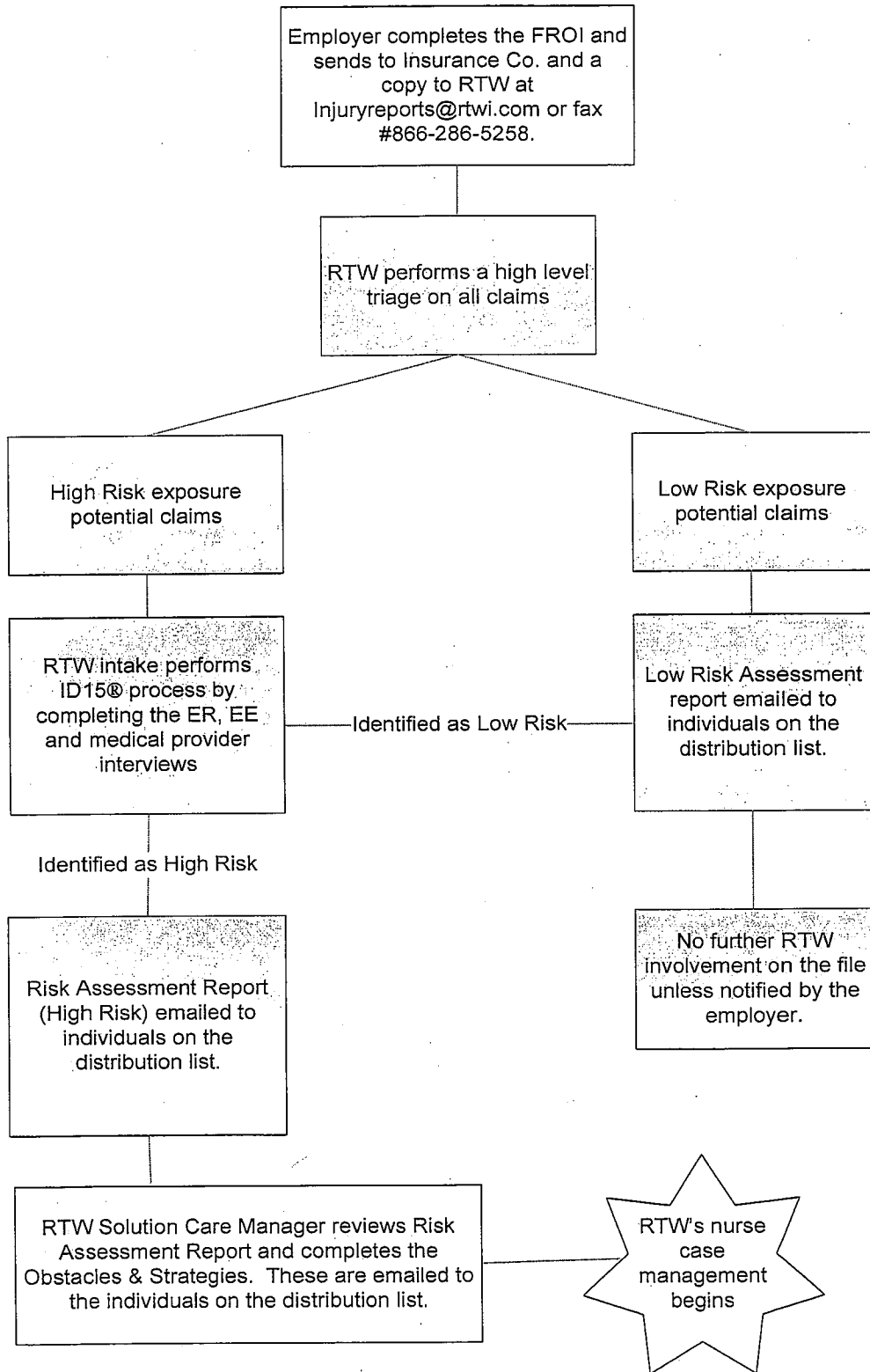
CLIENT will pay to RTW the following charges on a monthly basis for services provided:

ID15[®] Consulting

Initial triage	\$0 per claim
ID15 [®] Screen – Low Risk	\$0 per claim
ID15 [®] Screen – High Risk w/report	\$200 per claim
Ongoing Nurse Case Management	\$95 per hour
RTW Medical Director	\$275 per hour

APPENDIX B

RTW Process Flow



Budget Amendment Narrative
Fund 0102
Dental Sealant Grant Fund

A budget amendment is required for the dental service programs offered by the Health Department. Continued demand for both children and adult dental services led to the decision to add an additional 1.5 days each week of dental services at the Health Department starting in July 2009. All increased expenses associated with adding these clinic days are balanced with additional revenue from the Illinois Department of Health & Family Services.

Dental Supplies experienced additional expenses associated with increased clinic activity and the inflationary cost of dental supplies experienced in FY2009. Client activity has continued to increase during FY2009 with the addition of a fourth full day of children's clinics and doubling the adult clinic hours which have resulted in a full day of adult clinic. Both increases impacted the clinic activity and corresponding supply needs.

The R.U.M. increase represents the Dental Clinic's portion of the cost associated with replacing the stairs in the Health Department Building.

Dental Services line item 0752-0001 is projected to exceed the original budgeted amount by \$35,000 to cover the cost of an additional contractual dentist services. During the course of FY2009 the children's dental clinic was increased to four full days a week and the adult program running one full day per week. The increased contractual costs will be off-set by additional IPA revenue.

Line item 0773-0001 Non-Contractual Services is projected to require \$14,000 to cover the cost of interpretive services offered by outside vendors related to dental services programming. The Health Department has a list of local individuals and services organizations that provide this service on an hourly rate basis. Interpretation of medical information and routine language services is required to allow for the provision of services to non-English speaking clients of the dental program.

Line item 0515-0001 is projected to require an extra \$10,000 to cover the salary expense associated with additional hours worked by the dental hygienist which were needed due to the Children's Dental Clinic increasing to four full days. These additional hours are supported through the increased billable IDPA services provided by the hygienist.

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0102

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2009 appropriation in Fund 0102 Dental Sealant Grant Fund, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. The Auditor is requested to increase revenue line 0102-0061-0062-0407-4000 Public Aid Revenue by \$70,000 from \$236,722 to \$306,722.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, Dental Sealant Grant Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-Time Salary	\$ 18,903	\$ 10,000	\$ 28,903
0612-0003	Education Materials	\$ 300	\$ 3,000	\$ 3,300
0622-0002	Dental Supplies	\$ 16,700	\$ 8,000	\$ 24,700
0706-0004	Contract Svcs/RUM	\$ 15,556	\$ 500	\$ 16,056
0752-0001	Dental Services	\$134,470	\$ 35,000	\$169,470
0773-0001	Non-Contractual Svcs	\$ 0	\$ 14,000	\$ 14,000
TOTALS:		\$185,929	\$ 70,500	\$256,429

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2009

ATTEST:

APPROVED:

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

Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\09DentalAmend

2009 Budget Amendment Narrative
Fund 0105
Vision and Hearing Fund

During FY2009 the Vision & Hearing program experienced a significant increase in vision and hearing screening services for both school based programs and clinic service programs in McLean County. Due to fiscal constraints in the schools districts, many of the routine screening programs that were normally conducted by school nurses were found to be beyond the capabilities of reduced staffing compliments. The Health Department offers to provide school based screening programs via contract for an hourly rate including travel costs. Due to this increased demand for contact service hours and the increased demand for clinic screening services, a temporary adjustment in the part-time vision and hearing technician hours was required. The increase in salary expense will be offset by the additional revenue generated in the contract revenue from the schools and Medicaid revenue associated with clinic based services.

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0105

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2009 appropriation in Fund 0105 Vision and Hearing Fund, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. The Auditor is requested to increase revenue line 0105-0061-0062-0410-0106 Vision & Hearing Fees by \$6,268 from \$1,875 to \$8,143 and 0105-0061-0062-0407-0056 Medicaid Vision & Hearing by \$3,044 from \$27,061 to \$30,105.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0105, Department 0061, Program 0062, Vision & Hearing Fund as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-time Employees Salary	\$ 6,505	\$ 8,650	\$ 15,155
0599-0003	Social Security Cont.	\$ 1,120	\$ 662	\$ 1,514
TOTALS		\$ 7,625	\$ 9,312	\$ 16,669

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\09VisionandHearingAmendment

A Resolution Amending the Fiscal Year 2009 McLean
County Full-Time Equivalent Position Resolution
Associated with an Ordinance to Amend the Fiscal Year
2009 McLean County Combined Appropriation and Budget
Ordinance for Fund 0105.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0105 to authorize position changes associated with increased employee hours due to assuming full-time responsibility of the Vision & Hearing Program which was originally shared with John M. Scott Resources.

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position</u>		<u>Annual</u>		<u>Now</u>	<u>New</u>
			<u>Classification</u>	<u>FTE</u>	<u>Months</u>			
Increase	0105-0061	0062	0515-8103	0.64	6.0	0.24	0.56	

This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this _____ day of _____ 2009.

APPROVED

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

adm\budg\09FTE105VisionTech



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

TO: Honorable Chairman Benjamin Owens and Members, Finance Committee

FROM: Bill Wasson, Assistant County Administrator *WRW*

DATE: November 19, 2009

RE: Fiscal Year 2010 Compensation Plan and Associated Amendments to Chapter 10 of the McLean County Code

The McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and a schedule of Position Classifications and Pay Ranges for all non-union positions. The Position Classifications and Pay Ranges Schedule for Fiscal Year 2010 reflects the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009. The General Compensation Plan therefore contains no across the board wage rate increase and includes no merit increases for Fiscal Year 2010.

(Section 10.52-5 "Evaluations and Merit Increases" and Section 10.52-7 "Merit Increases" of the McLean County Code, commonly referred to as the "Personnel Code." need to be suspended effective January 1, 2010. This Suspension will remain in effect until December 31, 2010, unless re-instated at an early time by action of the McLean County Board.

RESOLUTION OF THE MCLEAN COUNTY BOARD
APPROVING THE GENERAL COMPENSATION PLAN FOR NON-UNION EMPLOYEES
AND POSITION CLASSIFICATIONS AND PAY RANGES
FOR FISCAL YEAR 2010

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions; and

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2010 reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009 including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code ; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, December 2, 2009, recommended approval of the General Compensation Plan for Non-Union Employees effective January 1, 2010 and the Position Classifications and Pay Ranges for Fiscal Year 2010; now, therefore,

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

- (1) That the General Compensation Plan for Non-Union Employees effective January 1, 2009 is hereby adopted for Fiscal Year 2010.
- (2) That the Position Classifications and Pay Ranges for Fiscal Year 2010 are hereby adopted.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer and the County Administrator.

ADOPTED by the McLean County Board this 15th day of December, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

An ORDINANCE of the McLEAN COUNTY BOARD
AMENDING CHAPTER 10 OF THE McLEAN COUNTY CODE

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions which includes components of Chapter 10 of the McLean County Code commonly known as the Personnel Code; and

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2010 including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the Mclean County Code, reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, December 2, 2009, recommended approval of the General Compensation Plan for Non-Union Employees including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code; now, therefore,

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

Chapter 10.52 "The Pay Plan – Composition and Definition" of the McLean County Code is hereby amended as follows: Chapter 10.52-5 Evaluations and Merit Increases and 10.52-7 Merit Increases, shall be suspended effective January 1, 2010 through December 31, 2010, unless otherwise re-instated by action of the McLean County Board.

10.52 THE PAY PLAN - COMPOSITION AND DEFINITION

10.52-1 COMPOSITION: The pay plan shall consist of the Position Classification and Pay Ranges for the fiscal year and the narrative document entitled General Compensation Plan for Non-Union Employees. The Position Classification and Pay Ranges for the fiscal year consists of minimum, midpoint, and maximum rates of pay, and is updated annually.

10.52-2 DEFINITONS:

- A) Oversight Committee- The County Board committee assigned the responsibility of reviewing personnel salaries.
- B) AOIC (The Administrative Office of the Illinois Courts Probation Division)- Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C) General Employees- All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D) Permanent Employees- Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.

- E) Promotion- A change in an employee's position classification to a position classification which has a higher pay range.
- F) Demotion- A change in an employee's position classification to a position classification which has a lower pay range.
- G) Transfer- A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.
- H) Merit Anniversary Date- The date on which an employee is eligible for consideration for a salary increase based on performance.
- I) Position Appraisal Method (PAM)- A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

10.52-3 ANNUAL SALARY ADJUSTMENTS: All employees included in the Position Classification shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

10.52-4 PHILOSOPHY RELATED TO STEP PROGRESSION: All pay grades in the Position Classification contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A) Pay Progression- McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B) Merit Increases- McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C) Competency- The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D) Beyond Competency- Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E) Maximum Limits- The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

10.52-5 EVALUATIONS AND MERIT INCREASES:
(SUSPENDED JANUARY 1, 2010 THROUGH DECEMBER 31, 2010)

- A) All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two (2) weeks.

- B) All merit increases require an average evaluation score consistent with the merit step chart detailed in Section 10.52-7. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C) The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D) The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

10.52-6 ESTABLISHING SALARIES:

- A) New Hires- In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the Position Classification includes employees scheduled for both a thirty-seven and one-half (37-1/2) hour workweek and a forty (40) hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the forty (40) hour workweek schedule.

Each Department Head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

- 1) Department Head Discretion- The Department Head may offer a starting rate up to a maximum of ten (10) steps above the minimum rate to a candidate for any position classification.
- 2) Impacted Positions List- Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A)1) above:
 - a) Experience Credit- The employee may receive a maximum of an additional three (3) steps of the minimum starting rate for each year of experience which is directly related to the position with the County, limited to a total additional maximum of twelve (12) steps.
 - b) Education Credit- A professional employee may receive an additional eight (8) steps of the minimum starting rate for an educational degree which is directly related to the position with the County and which is above the educational requirements for the position classification.
 - c) The County Administrator may approve a maximum of an additional ten (10) steps, if, in the County Administrator's judgment, it is in the best interests of the County and necessary to attract the qualified employee.
- 3) Elected officials or Department Heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.
- B) Promotions- A promoted employee shall generally receive a five (5%) percent increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed five (5%) percent if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the Department Head. Any increase exceeding ten (10%) percent, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.
- C) Demotions- A demoted employee shall receive the same step in the new salary range as received of the previous (higher) salary range. However, in cases where an employee is returned to a previously held position during an evaluation period, they shall receive the same pay rate as received prior to being promoted. The

extent of the decrease may be lessened if, projected over the next twelve (12) months, this would result in a loss greater than the percentage differential between the two (2) salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the Department Head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

- D) Transfers- Transferred employees shall retain their present salary and merit anniversary date. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request that the employee's performance evaluation be completed by their previous department.

10.52-7 MERIT INCREASES:

(SUSPENDED JANUARY 1, 2010 THROUGH DECEMBER 31, 2010)

- A) Eligibility- All permanent employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least nine hundred (900) hours of actual work hours (including benefit time) since the last merit increase (or four hundred and fifty (450) hours when the first merit increase is six (6) months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:
- 1) During which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
 - 2) At the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.
- B) Evaluation Period- All newly hired employees shall serve a six (6) month evaluation period which may be extended by the Department Head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete their evaluation period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in subsection C), and the end of the evaluation period shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their evaluation period.
- C) Merit Increase Ranges- Employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals one-half (1/2%) percent of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section 10.52-3.

COMPENSATION SCHEDULE: EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3

3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

COMPENSATION SCHEDULE: EMPLOYEES RANGE 12 AND LOWER

Evaluation Score	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section 10.52-3 of this policy.

- D) Merit Increase Methodology- All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one (1/2%) percent of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E) Merit Standards- The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
- 1) Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
 - 2) Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for that position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
 - 3) Any department which exceeds this merit standard over a one (1) calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: one-half (1/2) of the number of steps indicated in the merit step chart.
 - 4) If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

10.52-8 POLICY REVIEW: This Position Classification and Pay Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors for one or more positions, and recommendations for changes thereto.

10.53 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES:

- A) Compensation ranges are linked directly to the plan of position classifications and shall be determined with due regard to ranges in pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in certain occupational categories, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the County and other economic considerations.

- B) Prior to the preparation of each annual budget, the County Administrator shall present a proposed compensation schedule to the Finance Committee for approval.

10.54 REALLOCATION DOWNWARD: When a reallocation of a position to a lower grade occurs, the incumbents shall remain at their present pay and will be eligible for the next annual merit increases based upon their previous Merit Anniversary Dates.

10.55 OVERTIME PAYMENTS

10.55-1 FLSA REQUIREMENTS: The Federal Fair Labor Standards Act (FLSA) requires that all employees who are not exempt from overtime payment and who are not salaried be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked beyond forty (40) hours in a work week. The County's workweek begins at 12:01 a.m. Sunday (midnight of Saturday night) and ends at that same time the following weekend. The overtime payment may either be in wages or in compensatory time gained (at the same one and one-half (1-1/2) rate).

10.55-2 EXEMPT/NON-EXEMPT: Those employees eligible for overtime include all employees in position classifications listed on the Salary Schedule as Grade ten (10) or below, except as specified, as well as those employees on the Salary Schedule in Grade eleven (11) or higher who are specifically designated as non-exempt. All elected officials are exempt from overtime by the nature of their positions.

10.55-3 CONTINUOUS/NON-CONTINUOUS: In conformance with the F.L.S.A., the following policy for providing overtime payment as wages or compensatory time shall be utilized for those employees who are eligible for overtime:

- A) Employees in non-continuous operations are those employees in position classifications with schedules which do not generally require overtime work and which do not require a replacement when they are absent. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with all paid hours counted toward the forty (40) hour requirement. However, this overtime pay/compensatory time shall not apply unless the hours actually worked added to the paid hours not worked exceeds the forty (40) hour requirement.
- B) Employees in continuous operations are those employees in position classifications with schedules which normally require overtime work because the position must be staffed on a twenty-four (24) hours-per-day basis, which often requires that a replacement be provided for any absence. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with only those hours actually worked counted toward the forty (40) hour requirement.

10.55-4 EMPLOYEES ELIGIBLE FOR STRAIGHT-TIME OVERTIME: Although hours worked below forty (40) in a work week are not regulated by the F.L.S.A. except as mandated by the minimum wage requirement, certain full-time employees are regularly scheduled to work less than 40 hours in a work week. Generally, such employees are on a thirty-seven and one-half (37-1/2) hours-per-week schedule. When such employees exceed their regularly scheduled full-time schedule (actual time worked), they shall receive straight-time overtime at the rate of 1.0 times their hourly rate for those additional hours worked below forty (40).

10.55-5 COMPENSATORY TIME: All employees who are eligible for overtime, as noted above, may be compensated with the equivalent compensatory time rather than monetary payment. This shall also apply to Straight-Time Overtime (Section 10.55-4). This election of compensatory time or monetary payment shall be made by the employee before such overtime is recorded on the County's time sheets. Compensatory time shall be recorded as the straight time equivalent, i.e. one (1) hour of overtime at the one and one-half (1-1/2) rate shall be reported as one and one-half (1-1/2) hours of compensatory time earned; the same hour of overtime at the 1.0 rate shall be reported as 1.0 hour of compensatory time earned, etc.

10.55-6 COMPENSATORY TIME ACCRUAL LIMITS: All such earned Compensatory Time must be reported under the proper pay code so that all such employees' pay stubs will contain their actual balances. Employees who are not eligible for overtime payment may not report any hours as earned Compensatory Time. No employee's actual Compensatory Time balance shall exceed forty (40) hours.

10.55-7 COMPENSATORY TIME OFF: Employees who request Compensatory Time Off, i.e. to use their earned Compensatory Time, shall make such requests in a manner consistent with departmental procedures, and in increments of fifteen (15) minutes. Such requests shall be granted unless there is a negative impact on the department's operation. Such accrued Compensatory Time must be used by employees prior to the termination of their employment, since the purpose of electing Compensatory Time is to have time off, unless this is not possible

for operational reasons. Accrued Compensatory Time is not eligible for monetary payment, unless such time remains after the employee's termination.

10.55-8 PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES: Salaried exempt employees are not eligible for overtime or Compensatory Time Off and shall not have their pay reduced because of absence during a work week other than for disciplinary suspensions in increments of one (1) week, for major violations of safety rules or lack of benefit time to provide payment during such an absence. Pay reductions for these reasons shall be not less than one (1) day increments.

10.55-9 REQUIREMENTS FOR OVERTIME: All overtime must be authorized by the Department Head in advance of being worked. If prior authorization is not feasible because of conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Department heads will make every effort to assign overtime as equitably and evenly as possible.

10.56 MISCELLANEOUS PAY PROVISIONS

10.56-1 ADMINISTRATIVE ADJUSTMENTS: When the County Administrator determines that a salary adjustment may resolve a manifest error or clear an inequity, and after approval of the Finance Committee, the County Administrator shall make such adjustments within the Pay Plan. Requests for such adjustments must be initiated by the Department Head. The County Administrator shall review the adjustment request on the basis of benefit to the County, funds available and the seriousness of the error or inequity described.

10.56-2 TEMPORARY UPGRADE: When, in the normal course of conducting the County's business, the function of an office is impaired by an absence of six (6) weeks or more of personnel with duties vital to the County's business, the employee assuming the responsibility for additional duties of a higher job class, outside of their normal job class, may be eligible for a temporary pay upgrade for the length of time that the employee performs those extra duties.

A) Procedure for requesting temporary upgrades:

- 1) Any request for temporarily upgrading an employee must be submitted by the Department Head, or designee, in writing to the County Administrator's Office.
- 2) Compensation for an upgraded employee will not be made until the request for the upgrade has been submitted by the Department Head and approved by the County Administrators Office. Compensation will not be retroactive for any period of time prior to the beginning of the next pay period following the date the request was received in the County Administrators Office.
- 3) Court Services employee upgrades must be approved by the Administrative Office of the Illinois Courts (AOIC).

B) Procedure for approval of temporary upgrades:

The County Administrator may approve such an upgrade using the following criteria:

- 1) The position that is temporarily vacated has duties that cannot be left unattended for an extended period of time.
- 2) The immediate supervisor of the temporarily vacated position, if there is a supervisor, is unable to fulfill those duties.
- 3) The absence of the employee is unavoidable and the department has no control over the absence.
- 4) The duties and responsibilities of the temporarily vacated position are such that they cannot be efficiently done when spread among many employees and can only be efficiently accomplished by upgrading an employee.
- 5) The employee will be performing duties and responsibilities that would normally be done exclusively by an employee in a job class the equivalent of at least three (3) pay grades higher, or, in the following circumstances, at least two (2) pay grades higher:
 - a) The temporary upgrade involves additional supervisory responsibilities, and/or
 - b) The temporary upgrade involves financial responsibilities for which the employee is normally not responsible, and/or
 - c) The temporary upgrade involves making policy decisions for which the employee is normally not responsible.
- 6) These additional duties will constitute at least fifty (50%) percent of the employee's workday.

C) Appeals

When a request for temporary upgrade is denied by the County Administrator, or designee, the Department Head may appeal the decision to the oversight committee responsible for personnel policies. The Department Head

shall not be permitted to introduce information to the committee that was not made available to the County Administrator. The decision of this committee shall be final.

D) Compensation

An employee who receives a temporary upgrade of one (1) pay grade higher than their normal job class shall receive no additional compensation. An employee who receives a temporary upgrade of two (2) pay grades higher shall receive a five (5%) percent increase to their normal pay. An employee who receives a temporary upgrade of three (3) or more pay grades shall receive a ten (10%) percent increase to their normal pay.

ADOPTED by the McLean County Board this 15th day of December, 2010.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

e:bill/cobd/ord_amend personnelcode_Dec2010

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
M	\$5.2303	\$10.7703	75	Assistant	0004
				Clerical Assistant	0010
				Intern	0399
1	\$10.0550	\$14.5801	80	Receptionist	0003
				Lobby Security Screener	3301
				Automotive Servicer	7301
				Volunteer Services Coordinator	8311
3	\$11.6194	\$16.8473	80	Custodian	7131
				CNA Coordinator	8004
4	\$12.4913	\$18.1176	75	Commissary Clerk	0005
				Office Support Specialist I	0011
				Deputy County Clerk	0023
				Assistant Clerk-Jury Commission	1202
			80	Mail Processing Clerk	0007
				Emergency Communications Addressing Technician	3107
				Building Maintenance Worker	7142
				Building Maintenance Worker-Nursing Home	7152
				Park Maintenance Worker I	7210
5	\$13.4281	\$19.4755	75	Accounting Specialist I	0101
				Computer Operator	0201
				Vision and Hearing Technician	8101
				Dental Hygienist	8103
			80	Lead Custodian	7133
				Building Maintenance Mechanic I	7143
				Building Maintenance Mechanic -Nursing Home	7153
				Park Maintenance Mechanic I	7221
				Assistant Food Services Supervisor	9015
6	\$14.4352	\$20.9367	75	Office Support Specialist II	0012
				Safety Coordinator	0046
				Computer Operator II	0202
				Legal Assistant I	1101
				Victims Witness Specialist	1135
				Circuit Court Secretary	1205
				Animal Control Warden	2001
			80	Assistant Field Inspector	5001
				Senior Field Inspector	5002
				Parks Maintenance Worker II	7211
				Fleet Mechanic	7303
				Activity Director	8305

* = Exempt Position
All positions beyond
Grade 10 are exempt

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
7	\$15,5180	\$22,5068	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Crime Technician/Evidence Custodian	3020				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
								Park Maintenance Supervisor	7222
								Licensed Practical Nurse-Nursing Home	8005
								Licensed Practical Nurse	8006
				8	\$16,6818 \$32,529	\$24,1911 \$47,173	75	Administrative Support Supervisor II	0016
County Administrator's Assistant	0019								
Program Administrator, County Clerk	0025								
Chief Deputy Recorder*	0031								
Human Resources Assistant	0041								
Victim Witness Program Coordinator*	1136								
Circuit Clerk-Division Supervisor I	1215								
CASA Coordinator*	2305								
Veterans Assistance Officer*	2403								
Assistant Director-EMA	3203								
\$34,698 \$34,698	\$50,318 \$50,317	80			Inmate Program Supervisor	4109			
					GIS Technician	5005			
					Senior Assessor	5012			
					Heavy Equipment Mechanic	7305			
					WIC Nutritionist*	8041			
					Health Promotion Specialist*	8115			
					Case Manager*	8123			
					Engineering Technician II	6104			
					Domestic Services Director	7125			
					Assistant to the Nursing Home Administrator	8131			
9	\$17,9323 \$34,968	\$26,0066 \$50,713	75	Senior Accounting Specialist	0103				
				Network Support Specialist	0211				
				Defense Investigator	1127				
				Circuit Clerk-Division Supervisor II	1216				
				Probation Officer I	1301				
				Emergency Communications Supervisor	3104				
				Inmate Assessment Specialist I*	4108				
				Clinic Nurse*	8011				
				Registered Nurse*	8013				
				Registered Nurse-Nursing Home	8014				
				Public Health Nurse*	8015				
School Health Nurse Consultant*	8017								

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
9(cont.)	\$17,9324	\$26,0066	75	Communicable Disease Investigator*	8105				
				Public Health Communications Specialist*	8113				
				Quality Assurance Specialist*	8127				
	\$37,299	\$54,093	80	Staff Sanitarian	8403				
				Animal Control Director	2007				
				Juvenile Detention Officer	4001				
				Juvenile Detention Program Coordinator	4002				
				Detention Training/Accreditation Specialist*	4011				
				Highway Labor Manager	7014				
				Operations Officer, Parks and Recreation	7216				
				Assistant Director of Nursing-LPN	8031				
				Social Services Director	8325				
				Food Services Supervisor	9017				
10	\$20,6228	\$29,9043	75	Staff Accountant*	0105				
				Internal Auditor*	0106				
				Financial Reporting Specialist*	0107				
	\$40,215	\$58,313	80	Computer Services Coordinator*	0213				
				Assistant States Attorney I*	1105				
				Assistant Public Defender I*	1112				
				Probation Officer II	1302				
				Chief Deputy Coroner*	2104				
				Emergency Communications Supervisor*	3104				
				Inmate Assessment Specialist II*	4110				
				Assistant Chief County Assessment Officer	5015				
				Planner-Building and Zoning*	6011				
				Fleet Manager	7307				
				Clinic Supervisor*	8025				
				WIC Nutritionist/Program Coordinator*	8043				
				Communicable Disease Program Coordinator*	8107				
				Health Promotion Program Manager*	8117				
				DCFS Lead Agency Coordinator*	8121				
				Forensic Interviewer*	8124				
				Case Management Supervisor*	8125				
				Birth to Three Assurance Coordinator*	8141				
				Bio-Terrorism/Public Health Planner*	8128				
				\$42,895	\$62,201	80	Senior Staff Sanitarian*	8405	
							Facilities Maintenance Foreman	7145	
							Juvenile Detention Shift Supervisor	4003	
							Project Manager	6101	
							Highway Maintenance Coordinator I	7015	
							Assistant Director of Nursing-RN	8030	
							11	\$48,257	\$69,984
				Programmer	0205				
GIS Specialist	0208								
Network Security Specialist	0214								
Assistant States Attorney II	1106								
State's Attorney Investigator	1111								
Assistant Public Defender II	1113								
Chief Deputy-Circuit Clerk	1217								
Deputy Director-Court Services	1305								
Assistant Director-MMCCC	3109								
Assistant Superintendent-JDC	4005								
Jail Operations Supervisor	4105								
Civil Engineer I	6105								
Highway Maintenance Coordinator II	7016								

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
11 (cont.)	\$48,257	\$69,984		Facilities Maintenance Supervisor	7147
				Detention Health Supervisor	8129
12	\$53,084	\$76,970		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-EMA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Assistant Jail Superintendent	4106
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$58,390	\$87,595		Chief Systems/Database Coordinator	0210
				Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Command Lieutenant	3006
				Superintendent of JDC	4007
				Jail Superintendent	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$62,771	\$94,160		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$67,478	\$101,219		Director-Administrative Services	0302
				Director-Information Technologies	0333
				Assistant Public Defender V	1116
16	\$70,852	\$106,279		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$74,396	\$111,591		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$76,255	\$114,382			
19	\$78,161	\$117,253		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$82,070	\$123,103			
21	\$94,379	\$141,570		County Administrator	0305