



JUSTICE COMMITTEE AGENDA
Government Center, Room 400
Tuesday, December 1, 2009
4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – November 3, 2009
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Lori McCormick, Director, Court Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2010 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022 1-4
 - b) Request Approval of a Contract for Mental Health Services with McLean County juvenile Detention Center 5-10
 - c) Request Approval Annual Compensation to OSF HealthCare System, Kenneth Inoue, M.D., and Blair Valentine M.D., for Physician Services at the McLean County Juvenile Detention Facility 11-16
 - d) Request Approval of a Contract with Catholic Charities to provide Family Advocacy Services for Drug Court Participants 17-21

- 2) Items to be Presented for Information:
- a) Court Services Adult/Juvenile Division Statistics, October 2009 22-23
 - b) Juvenile Detention Center – McLean County Statistics, 2009 24-25
 - c) Juvenile Detention Center – Out of County Statistics, 2009 26-27
 - d) General Report
 - e) Other
- B. Joan Naour, Director, Correctional Health Services
- 1) Items to be Presented for Action:
- a) Request Approval Annual Compensation to OSF HealthCare System, Kenneth Inoue, M.D., and Blair Valentine M.D., for Physician Services at the McLean County Adult Detention Facility 28-33
 - b) Request Approval of a Contract with Real Change Clinical Services (RCCS) for the Provision of Mental Health Services at the McLean County Adult Detention Facility 34-40
 - c) Request Approval of the Renewal of an Agreement with Merle Pharmacy No. 1, Inc. for the Provision of Pharmaceutical Services at the McLean County Adult Detention Facility 41-46
- 2) Items to be Presented for Information:
- a) General Report
 - b) Other
-
- C. Judy Renner, Director, Children’s Advocacy Center
- 1) Items to be Presented for Information:
- a) Monthly Statistical Report 47
 - b) CASA Report 48
 - c) General Report
 - d) Other
- D. Will Scanlon, Court Administrator, Circuit Court
- 1) Items to be Presented for Action:
- a) Request Approval of Renewal of the Circuit Court Contract with J. Brian Goldrick, Guardian Ad Litem 49-55
- 2) Items to be Presented for Information:
- a) General Report
 - b) Other

- E. Don Everhart, McLean County Circuit Clerk
- 1) Items to be Presented for Information:
 - a) Statistical Reports, October 2009 56-64
 - b) General Report
 - c) Other
- F. Bill Yoder, McLean County State's Attorney
- 1) Items to be Presented for Information:
 - a) Monthly Caseload Report 65
 - b) Asset Forfeiture Fund Report 66
 - c) General Report
 - d) Other
- G. Amy Davis, Public Defender
- 1) Items to be Presented for Action:
 - a) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office 67-70
 - b) Request approval of a contract between Harvey C. Welch, Special Public Defender, and the Public Defender's Office 71-74
 - c) Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender's Office 75-78
 - d) Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender's Office 79-82
 - e) Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office 83-86
 - f) Request approval of a contract between John J. Bussan, Special Public Defender, and the Public Defender's Office 87-90
 - 2) Items to be Presented for Information:
 - a) Monthly Caseload Report, October 2009 91-93
 - b) General Report
 - c) Other
- H. Beth C. Kimmerling, McLean County Coroner
- 1) Items to be Presented for Information:
 - a) Monthly Report, October 2009 94
 - b) General Report
 - c) Other

- I. Mike Emery, McLean County Sheriff
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Contract between the McLean County Board, the McLean County Sheriff and Heartland Community College to provide GED Preparation Courses at the McLean County Detention Facility 95-98
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, November 2009 99-100
 - b) General Report
 - c) Other

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to the County Board

7. Adjournment



COURT SERVICES

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

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MEMO:

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth Robb
Date: November 23, 2009
Re: Redeploy Illinois Grant/Emergency Appropriation Ordinance

Attached, please find an emergency appropriation ordinance for the 2010 calendar year based upon the renewal of the Redeploy Illinois Grant that was signed in September of 2009. It is anticipated that the funds received for the continuation of the grant for 2010 will total \$110,321.

I will be available at the Justice Committee meeting on Tuesday evening December 1 at 4:30 p.m. to answer any questions you may have.

Thank you for your consideration in this matter.

An **EMERGENCY APPROPRIATION** Ordinance
 Amending the McLean County Fiscal Year 2010
 Combined Annual Appropriation and Budget Ordinance
 Fund 0001 General Fund
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 17, 2009, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Department of Human Services for Fiscal Year 2010 in the amount of \$110,321.00 for purchase of equipment, supplies and certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue in the Fiscal Year 2010 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, December 1, 2009, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010 to appropriate and budget this additional revenue in the Fiscal Year 2010 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

	<u>ADOPTED</u> <u>BUDGET</u>	<u>ADD</u>	<u>AMENDED</u> <u>BUDGET</u>
0001-0022-0024-0407.0102 IDHS Redeploy Grant	\$ 0.00	\$110,321.00	\$110,321.00

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

(2)

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0601.0002 Clothing-non employee	\$1,300.00	\$500.00	\$1,800.00
0001-0022-0024-0607.0001 Food	\$8,000.00	\$2,000.00	\$10,000.00
0001-0022-0024-0608-0001 Fuel and Oil	\$10,290.00	\$1,000.00	\$11,290.00
0001-0022-0024-0612-0001 Books and Videos	\$735.00	\$1,000.00	\$1,735.00
0001-0022-0024-0620.0001 Operating/Office Supplies	\$12,840.00	\$3,500.00	\$16,340.00
0001-0022-0024-0621.0001 Non-Major Equipment	\$3,480.00	\$500.00	\$3,980.00
0001-0022-0024-0706.0001 Contractual Services	\$30,000.00	\$76,821.00	\$106,821.00
0001-0022-0024-0718.0001 Schooling and Conferences	\$20,488.00	\$12,000.00	\$32,488.00
0001-0022-0024-0723-0001 Psychiatric/Psychological	\$10,000.00	\$10,000.00	\$20,000.00
0001-0022-0024-0742-0001 Vehicle Maintenance	\$2,470.00	\$1,000.00	\$3,470.00
0001-0022-0024-0795.0003 Telephone Service	\$21,082.00	\$2,000.00	\$23,082.00
		<hr/>	
TOTAL		\$110,321.00	

(3)

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

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

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



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Memo

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth Robb
Date: November 23, 2009
Re: Mental Health Contract at the Juvenile Detention Center

I have attached for your review a proposed 2010 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 2% increase for services for 2010. The total services provided will not exceed \$28,902. Historically, the normal increase for this contract has been 3% but Ms. Vogel was understanding of the economic climate of the county and agreed to a reduced increase.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2010.

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

Attachment

CONTRACT FOR COUNSELING SERVICES

WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 15th day of December, 2009, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

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

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

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2010, through December 31, 2010, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 - I. In-House services
 1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
 2. Assess and evaluate these youth as needed and requested.
 3. Provide crisis intervention and/or brief therapy as needed.
 4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
 5. Evaluate the need for psychotropic medication.
 6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
 7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

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

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

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

III. Groups

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

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$28,902 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 91.63 hr.
 - b. Scheduled In-house individual counseling \$ 50.88 hr.
 - c. Scheduled group counseling \$ 78.04 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
 - b. At the request of the BOARD upon thirty days written notice; or
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

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

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

LORI MCCORMICK
MCLEAN COUNTY JUVENILE DETENTION CENTER

CATHY VOGEL

MCLEAN COUNTY BOARD

By

MATT SORENSEN, CHAIRMAN

ATTEST:

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



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Memo

To: Honorable Members of the Justice Committee

From: Lori McCormick

CC: Chief Judge Elizabeth Robb

Date: November 23, 2009

Re: Contract for Physician

I have attached for your review a proposed 2010 - 2012 physician contract between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is a three (3) year contract, with the first year being 2010. The 2010 contract indicates a 2 % increase compared to the 2009 contract amendment. It should be noted that the usual increase is 4%, but OSF was willing to reduce the increase due to the state of the economy. This increase is consistent with the contract at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2010.

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

Attachment

CONTRACT
McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 15th day of December, 2009 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., the designated responsible physician, and Blair Valentine, M.D., both physicians licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

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

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

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

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

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

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

In addition, HOSPITAL agrees to:

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

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.
5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to

treatment protocols and confidential storage of medical records.

7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$13,809.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2010 and terminate on December 31, 2012 unless terminated by either party in accordance with 8 a, b, or c of this section.

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

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

6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC PHYSICIAN.

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

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

County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

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

HOSPITAL

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

By: _____
Kenneth J. Natzke, Administrator
OSF St. Joseph Medical Center

ATTEST:

By: _____
Secretary

COUNTY:

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Matt Sorensen, Chairman
McLean County Board

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

Contract-OSF Physician 10-12.doc (cjlw)



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To: Honorable Members of the Justice Committee

From: Lori McCormick

CC: Chief Judge Elizabeth Robb

Date: November 23, 2009

Re: Family Advocacy

Please find attached the proposed agreement with Catholic Charities that will allow the Court Services Department to work with the aforementioned entity in providing family advocacy services to Drug Court clients. Ms. Hannah Eisner has worked with my department regarding the details that are contained in the agreement. The funds that will pay for this additional treatment to drug court will be from the Congressionally Mandated Funds.

I will be available at the Justice Committee Meeting to answer any questions that you may have.

Thank you for your continued support of the Court Services Department.

**CATHOLIC CHARITIES
AGREEMENT**

This Agreement entered into this _____ day of _____ between the County of McLean, a body Corporate and Politic and Catholic Charities of the Diocese of Peoria-2900 W. Heading Ave, West Peoria, IL 61604-4868, pursuant to the following terms and conditions.

Target populations and eligibility criteria: McLean County Drug Court Participants that are in need of support with reintegration into their family system. All referrals will be submitted by the Drug Court Coordinator.

Catholic Charities agrees :

1.
 - a. Provide family advocacy services based on a Family Systems Approach, which promotes client and family growth by maintaining, strengthening and safeguarding the functioning of families to a maximum of five clients and their families at any one time for a maximum of three hours per client/family group per week.
 - b. Develop an Individual Plan of Care for each client and family referred based upon the use of the Family Assessment and Support Tool, with the nature and intensity of services tailored to the unique needs of each client and family.
 - c. Collaborate with, probation, identified client/family and other key individuals in the family's life using wraparound planning principles.
 - d. Link and refer clients and their families to services available in the community
 - e. Teach clients how to access resources and become self-sufficient
 - f. Teach clients and families employment skills and assist them in locating employment
2. Catholic Charities shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Agreement, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

Catholic Charities shall further hold harmless the County of McLean (including its officials, agents and employees) from liability or claims for any injuries to or death of Catholic Charities or and Sub-contractor's employees, resulting from any cause whatsoever, whether

or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, including protection against any claim of the Catholic Charities or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said Catholic Charities or Subcontractor and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the County of McLean.

In the event that the County of McLean's machinery or equipment is used by the Catholic Charities or any Subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of the Catholic Charities during the period of such use by the Catholic Charities or any Subcontractor, and if any person or persons in the employment of the County of McLean should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Catholic Charities.

3. Catholic Charities shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
4. Catholic Charities shall, during the entire term hereof, procure and maintain general liability insurance, automobile liability insurance, workers' compensation insurance and errors and omissions coverage in a form and with such limits that are acceptable to the County of McLean. Catholic Charities shall provide to the County of McLean upon request, a Certificate of Insurance.
5. Catholic Charities shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
6. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

1. To collaborate with Catholic Charities in the development of the Individual Plan of Care for clients and their families.
 - a. To identify a contact person for conflict resolution/problem solving and keep that name current with Catholic Charities.
 - b. To remit payment within 60 days of receipt of billing.
 - c. To make payment by check issued to Catholic Charities of the Diocese of Peoria.
 - d. To follow procedures for authorization for services/acceptance of referrals as follows:
 - i. Referrals will be made by the McLean County Drug Court Coordinator

ii. Referrals will include any clinical or background information available to assist in assessment and treatment

e. To pay Catholic Charities :

\$35.00 per hour which payment shall include any travel time

Both parties agree:

1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year subject to paragraph 2 below unless County provides a notice of intent not to renew sixty (60) days prior to the expiration of the then current term.
2. This Agreement subject to the receipt of McLean County Drug Court funds being received from the U.S. Department of Justice.
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
4. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
5. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
6. This Agreement may not be assigned or Subcontracted by Catholic Charities to any other person or entity without the written consent of the County of McLean.
7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to Catholic Charities for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
9. That the foregoing and the attached document (s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

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

APPROVED:

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

APPROVED:

Date

Name

Title

October 2009

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 person unit –

Total caseload **1116** (1041 last month)

Average caseload per officer **159** (149 last month)

Presentence Reports Completed (3 officer unit) **31** (40 last month)

46 reports pending

Intakes completed (1 officer) **67** (68 last month)

DRIVING UNDER THE INFLUENCE UNIT (Adult)

1 person unit with a maximum caseload of 40

Total Caseload – **85** (84 last month)

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – **39** (45 last month)

COMMUNITY SERVICE PROGRAM

Total Caseload **Adult** – **693** (715 last month)

Total Hours Completed **Adult** – 7714

October New Hours ordered – 9,665

Total new intakes – 71(Felony, Misd, DUI, Traffic, Ordinance)

DOMESTIC VIOLENCE PROGRAM

2 person unit

Total Active Probation Caseload – **95** (91 last month)

PRETRIAL RELEASE PROGRAM

2 person unit (Since July 10, working program with one officer)

Total number bond reports submitted – **22** (18 last month)

Total number of defendants released -**13** (13 last month)

Total number of defendants supervised – **43** (36 last month)

DRUG COURT

2 person unit (Since August 24, working program with one officer)

Total number in program – **46** active (46 last month)

Total number of screenings from state received in August : **3**

Total accepted in month of October :**1** Total declined: **0** Pending interviews: **2**

October 09

JUVENILE DIVISION

4 person unit

Total Caseload – **181**(187 last month)
Average caseload per officer **45**(47 last month)

Social History Reports Completed – **14** (9 last month)

EARLY INTERVENTION PROBATION

2 person unit with a maximum caseload of 30

Total caseload – **19** (last month 24)
Social History Reports – **4** (last month 2)

INTENSIVE PROBATION UNIT JUVENILE

1 person unit with a maximum caseload of 15

Total Caseload – **11** (11 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences –**15** (15 last month)
Total Caseload Informal Probation – **37** (34 last month)
Total Intake Screen Reports (juvenile police reports received) **126** (170 last month)

EXTENDED DAY PROGRAM

2 person unit

Total youth placed in program for month: 4
Total youth released from program for month: 4
Total youth in program beginning September: 12

COMMUNITY SERVICE PROGRAM

Total Caseload Juvenile – **80** (83 last month)

Total Hours Completed – 226.25
October New Hours ordered – 285
Total new intakes – 9 (Delinquency, Traffic, Ordinance)

2009
JUVENILE DETENTION CENTER
MCLEAN COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cannabis Trafficking over 5000g	0	0	0	0	1	0	0	0	0	0	0	0
IDJJ	1	0	0	0	0	0	0	0	0	0	1	
Intimidation	0	0	0	0	0	1	0	0	0	0	0	
Manufacture & Del of Controlled Substance	0	0	0	0	0	0	0	0	0	0	1	
Manufacture & Delivery Look A-like Substance	0	0	0	1	0	0	0	0	0	0	0	
Mob Action	0	0	0	1	0	0	0	0	0	0	0	
Possession of Stolen Vehicle	0	0	0	0	0	0	0	1	0	0	0	
Probation Violation	0	1	0	0	1	0	0	0	0	0	0	
Request for Apprehension	0	1	0	0	0	1	1	0	2	0	0	
Residential Burglary	1	0	0	2	1	0	0	0	0	1	0	
Strong Arm Robbery	1	0	0	0	0	1	0	0	0	0	0	
Theft to Motor Vehicle	0	2	0	0	0	0	0	0	0	0	0	
Unlawful Use of Weapons	2	0	0	0	0	0	0	1	0	0	0	
Residence fo Minors Detained												
Bloomington	15	6	11	14	18	10	7	11	13	9		
Normal	1	1	1	0	3	1	1	2	3	3		
Chenoa	0	0	0	0	1	0	0	0	0	0		
Chicago	0	0	0	1	0	1	0	1	0	0		
Farmer City	2	0	0	0	0	0	0	0	0	0		
Kappa	0	0	0	0	0	1	0	0	0	0		
Leroy	1	2	1	2	0	0	0	0	0	0		
Lexington	0	0	0	1	1	0	0	0	1	1		
Saybrook	0	0	0	0	0	1	0	0	0	0		
Texas	0	0	0	0	1	0	0	0	0	0		
Urbana	0	0	0	0	0	0	0	0	2	0		
Average Daily Population	7	6.9	8.3	11.8	13.5	14.9	8.7	4.6	8.5	8.4		
Average Daily Population:YTD	7	7	7.4	8.5	9.5	10.4	10.2	9.5	9.4	9.3		
Number of Days in Detention	216	194	256	353	417	447	269	142	256	320		
Revenue:	0	0	0	0	0	0	0	0	0	0		

2009
 Juvenile Detention Center
 Out of County

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	1	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	2	0	0
13	1	1	1	0	0	1	1	0	0	0	0	0
14	1	3	3	1	3	6	3	2	0	5	3	0
15	1	1	1	1	4	3	3	3	3	6	8	0
16	3	4	4	5	4	5	1	8	3	8	2	0
17	0	0	0	0	2	0	0	2	0	1	1	0
18	0	0	0	0	0	0	0	0	0	0	0	0
Sex of Minors Detained												
Male	6	6	6	4	11	12	7	12	2	18	11	0
Female	0	0	3	3	3	3	1	4	4	4	3	0
Race of Minors Detained												
Caucasian	2	8	8	7	11	14	8	14	6	15	11	0
African-American	3	1	1	0	2	1	0	1	0	7	2	0
Hispanic	1	0	0	0	1	0	0	1	0	0	1	0
Offenses of Which Minor was Detained												
Aggravated Domestic Battery	0	0	0	0	0	0	0	0	0	0	1	0
Dispositional Detention	0	4	4	3	4	10	4	3	3	6	8	0
Warrant	0	1	1	2	0	0	0	4	3	3	2	0
Aggravated Battery	0	0	0	0	2	1	0	0	0	0	0	0
Aggravated Criminal Sexual Assault	0	0	0	0	0	0	1	0	0	2	0	0
Burglary	2	0	0	0	0	0	0	0	0	4	0	0
Burglary to Motor Vehicle	0	0	0	0	0	0	0	2	0	0	1	0
Court Ordered	0	0	0	0	1	0	0	1	0	3	0	0
Criminal Damage to Property	1	0	0	0	0	0	0	0	0	0	0	0
Criminal Sexual Assault	0	0	0	0	0	0	0	1	0	0	0	0
Disorderly Conduct	0	0	0	0	0	1	0	0	0	0	0	0
Domestic Battery	0	0	0	0	2	1	1	1	0	0	0	0
Escape	0	0	0	1	1	0	0	0	0	0	0	0
Home Confinement Violation	0	0	1	0	0	0	0	0	0	0	0	0
IDJJ	0	0	1	0	2	0	2	1	0	0	2	0
Murder	0	0	0	0	0	0	0	0	0	2	0	0

2009
 Juvenile Detention Center
 Out of County

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Possession of Explosive Device	1	0	0	0	0	0	0	0	0	0	0	0
Probation Violation	1	1	0	0	0	0	0	2	0	0	0	0
Reckless Discharge of Firearm	0	0	0	0	1	0	0	0	0	0	0	0
Residential Burglary	0	0	0	1	2	1	0	1	0	1	0	0
Resisting Arrest	0	1	0	0	0	0	0	0	0	0	0	0
Terrorist Threat	0	0	0	0	0	0	0	0	0	1	0	0
Unlawful Use of Weapons	1	0	0	0	0	0	0	0	0	0	0	0
Residence of Minors Detained												
Bureau	0	0	0	1	0	0	0	0	0	0	0	1
DeWitt	1	0	0	0	1	0	0	4	0	1	0	0
Ford	0	0	0	1	0	1	2	0	0	3	0	0
Henry	0	0	0	0	0	0	0	1	0	0	0	0
IDJJ	0	0	0	1	0	0	0	0	0	0	0	0
Livingston	1	3	1	9	4	4	0	3	1	4	3	3
Logan	1	3	2	4	7	2	2	2	4	10	9	9
Macon	3	1	0	0	0	0	0	1	0	2	0	0
Mason	0	0	0	0	0	1	0	0	0	0	0	0
Tazewell	0	0	0	0	1	0	0	0	0	0	0	0
Woodford	0	0	2	1	0	2	3	5	1	2	1	1
Average Daily Population	2.4	3.4	2.9	7.1	6.9	7.3	6.2	8.2	9	10.7		
Average Daily Population:YTD	2.4	2.9	2.9	4	4.5	5	5.2	5.6	5.9	6.4		
Number of Days in Detention	75	96	91	213	213	218	191	254	269	333		
Revenue:	6690	7050	7250	17690	17640	16860	16160	22210	21500	28,100		



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

MEMORANDUM

DATE: NOVEMBER 24th, 2009
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES 

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

The current contract for Physician Services at the McLean County Adult Detention Facility is in effect from January 1, 2009 through December 31, 2010. However, the annual compensation rate is subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectively recommend that the rate of compensation for the 2010 contract year be continued at \$54,184.00 which is the same rate as the 2009 contract year. This figure was negotiated with representatives from OSF HealthCare System, and is within the parameter of the approved fiscal year 2010 budget for the McLean County Adult Detention Facility Physician.

At the request of representatives from OSF HealthCare System, we also added the name of Blair Valentine, M.D. to the contract. Dr. Inoue and Dr. Valentine continue to provide on site medical services to the inmate population three days each week on alternating weeks, and OSF HealthCare System provides on-call coverage through Dr. Inoue, Dr. Valentine and other physicians in the OSF Medical Group. In addition, we have added a clause which enables Drs. Inoue and Valentine to conduct performance reviews for each primary care clinician on an annual basis.

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

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 16th day of December, 2008 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., the designated responsible physician, and Blair Valentine, M.D., physicians licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIANS.

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

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

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

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

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

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

In addition, HOSPITAL agrees to:

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

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.

4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIANS.
5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2009 through December 31, 2009), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$54,184.00 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2010 through December 31, 2009), provide compensation to HOSPITAL for services of the MCDF PHYSICIANS AT \$54,184.00 year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2009 and terminate on December 31, 2010 unless terminated by either party in accordance with 9 a, b, or c of this section.

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

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

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

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

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

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

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

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

ATTEST:

By: _____
Secretary

By: _____
Kenneth J. Natzke, Administrator
OSF St. Joseph Medical Center

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Matt Sorensen, Chairman
McLean County Board

APPROVED:

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

Mike Emery
McLean County Sheriff



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

MEMORANDUM

DATE:	November 24 th , 2009
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES 

TOPIC: RECOMMENDATION FOR APPROVAL OF CONTRACT WITH REAL CHANGE CLINICAL SERVICES (RCCS) FOR THE PROVISION OF MENTAL HEALTH SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

We respectfully recommend approval of a contract with Real Change Clinical Services (RCCS) for the provision of mental health services at the McLean County Adult Detention Facility for contract year 2010.

Chris Cashen, Licensed Clinical Professional Counselor, and Mark Benson, Licensed Clinical Professional Counselor will provide up to 18 hours per week of counseling services for the inmate population. Raju Paturi, MD, a licensed psychiatrist, will provide psychiatric services during two hour weekly sessions. Crisis intervention will continue to be provided by McLean County Center for Human Services whenever necessary.

This contract is based on a fee for services rather than a fixed price, so we will monitor actual hours and report utilization at mid-year. We have reduced the contract cost from \$84,000.00 to an estimated \$62,000.00 for 2010.

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

CONTRACT FOR MENTAL HEALTH SERVICES FOR INMATES OF THE MCLEAN COUNTY DETENTION FACILITY

This contract is made this _____ day of _____, by and between McLEAN COUNTY (hereinafter called the COUNTY), the McLean County Sheriff, , and Real Change Clinical Services, (hereinafter called the CONTRACTOR).

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

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

WHEREAS, the COUNTY has budgeted certain funds allocated through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2010 through December 31, 2010, to provide clinical consultation, and other mental health services for McLean County Detention Facility inmates as described in Attachment A attached hereto and incorporated herein by reference.
2. The COUNTY agrees to pay for such services, through the Tort Judgment Fund, at hourly rates specified in Attachment A to this contract. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The CONTRACTOR agrees to make available on a timely basis to the COUNTY or its representatives pertinent financial records covering the contract period and showing how and where COUNTY'S funds were spent.
4. Payments for services rendered in the contract will be paid upon submission of bills by the CONTRACTOR on a monthly basis showing hours of service and rates therefore. CONTRACTOR shall maintain detailed records to support said billings.
5. This contract may be terminated for any of the following reasons:
 - a. At the request of the CONTRACTOR upon thirty days written notice; and,
 - b. At the request of the COUNTY upon thirty days written notice; and,
 - c. Failure of the CONTRACTOR to carry out the program services specified in this CONTRACT; and,
 - e. Failure of the COUNTY to appropriate sufficient funds. COUNTY shall pay CONTRACTOR for any services rendered prior to the termination of the contract at the rates specified in Attachment A.

6. This contract may be extended under the same terms and conditions for an additional twelve month period by the COUNTY upon written notice to the CONTRACTOR no less than thirty days prior to expiration.
7. CONTRACTOR is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the COUNTY in-so-far as the manner and means of performing the series and obligations of this contract.
8. CONTRACTOR shall save and hold the COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this contract, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.
9. The CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
10. The CONTRACTOR shall, during the entire term hereof, procure and maintain general liability insurance and professional malpractice insurance in a form acceptable to the COUNTY:
11. The CONTRACTOR shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, and other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discrimination law or regulation shall be deemed just cause for termination of this contract or other legal sanctions by the COUNTY.
13. This contract shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

McLEAN COUNTY BOARD:

By: _____
Matt Sorensen, Chairman Date

ATTEST:

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

ATTACHMENT A MENTAL HEALTH SERVICES FOR MCLEAN COUNTY ADULT CORRECTIONAL FACILITY

Scope of Work:

Counseling and consultation:

- Two Illinois licensed clinicians will provide up to 18 hours/week total of counseling and assessment services for current inmates at the McLean County Detention Facility (MCDF).
- Consultation services will be available to Medical, Inmate Services and correctional staff on an as-needed basis. Suicide assessment and mental health training(s) may result in exceeding the weekly 18 hour total.
- The total number of counseling and consultation hours will not exceed 18 hours in any given week, unless approved by the MCDF superintendent or designee.
- Services will be provided 52 weeks/year. Services typically will be available on the following days: Monday, Tuesday, Wednesday, Friday and Saturday. Dates and times will be established with MCDF staff and may be changed upon consultation with MCDF staff.

Emergency response services:

- Emergency response services in the MCDF, in the form of Critical Incident Stress Management (CISM), will be provided if requested by the MCDF superintendent or designee. Emergency Services shall be counted toward the 18 hour weekly service maximum.

Psychiatric Services:

- A licensed psychiatrist will provide up to two hours per week of psychiatric assessment, medication monitoring and consultation with MCDF medical staff.
- Services will be scheduled based on the psychiatrist's availability and MCDF requirements.

Providers:

Counseling/Assessment services provided by Master's level, Illinois licensed clinicians with experience in crisis intervention and correctional counseling:

- Mark Benson, Licensed Clinical Professional Counselor
- Chris Cashen, Licensed Clinical Professional Counselor

Psychiatric services provided by a licensed psychiatrist:

- Raju Paturi, MD

Proof of licensure, certification of insurance and copies of resumes will be provided upon execution of this Agreement.

Schedule & Fees:

Services will be provided at the MCDF. Hours will be submitted to MCDF Health Services on a monthly basis.

MCDF agrees to pay the following fees for a maximum of 18 hours per week:

- \$60/hour for counseling and consultation services for a maximum of 18 hours/week provided between the hours of 8 o'clock a.m. and 8:00 o'clock p.m., "regular business hours".
- \$90/hour (one provider) or \$150/hour (two providers) for emergency response services) provided between the hours of 6:00 o'clock p.m and 8:00 o'clock a.m., "after hours"
- \$190/hour for psychiatric services for a maximum of 2 hours/week.

Providers agree to meet the demand as communicated by Medical and Inmate Services. Providers agree to provide additional hours of service at the rates stated in this Agreement if requested by MCDF. This contract rate would be valid for fiscal years 2010 and 2011.

Additional Provisions:

1. MCDF staff will give providers any information about inmates necessary to deliver contracted mental health services.
2. Providers will adhere to the Illinois Mental Health Code Confidentiality Act in provision of services.
3. All mental health documents relating to inmates at MCDF will be housed at and become the property of the MCDF.
4. MCDF will provide office space telephone service, internet access, fax, copier, and parking so that above named services can effectively deliver services in a timely manner.



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

MEMORANDUM

DATE:	NOVEMBER 24th, 2009
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR RENEWAL OF AN AGREEMENT WITH MERLE PHARMACY NO.1, INC. FOR THE PROVISION OF PHARMACEUTICAL SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY.

William Martin, RPh, under the auspices of Merle Pharmacy No.1, Inc. has provided pharmaceutical services for the McLean County Adult Detention Facility since January of 2002. The current Agreement for the provision of pharmaceutical services expires December 31st, 2009, and we respectfully recommend renewal of the Agreement with Merle Pharmacy No.1, Inc. for an additional year.

Effective in June of 2008, a 1st Amendment was added to the Pharmaceutical Agreement. This Amendment increased the Average Wholesale Price (AWP) discount and it was anticipated that we would reduce our monthly pharmaceutical costs by 25-30% on a yearly basis. Based on annualized figures for 2009, we have reduced our pharmaceutical costs by 21.9% from 2008.

Effective in January of 2010, Mr. Martin has agreed to increase the discount for pharmaceuticals from Average Wholesale Price minus 40% to Average Wholesale Price minus 42% for generic medications and Average Wholesale Price minus 25% to Average Wholesale Price minus 27% for over the counter (OTC) medications. This increase in the discounts for medications should result in additional savings in 2010.

During the past seven years, we have been favorably impressed with the ability of Mr. Martin and the staff at Merle Pharmacy No.1, Inc. to provide for the pharmaceutical needs of the McLean County Adult Detention Facility. We would be happy to provide any additional information or address any questions or concerns that you may have regarding this Agreement. Thank you.

AGREEMENT

MCLEAN COUNTY ADULT DETENTION FACILITY PHARMACEUTICAL SERVICES

THIS AGREEMENT, made this 15th of December, 2009, by and between the McLEAN COUNTY BOARD, hereinafter known as the BOARD, and Merle Pharmacy No.1, Inc., a pharmacy registered in the State of Illinois, hereinafter known as the PROVIDER.

WHEREAS, the COUNTY OF McLEAN has the authority under 730 ILCS 5/3-15-2 (1997) to provide medical care to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, there is a need to provide prescription and non-prescription medication, pharmaceutical supplies, and reasonable pharmaceutical services to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, the PROVIDER is a Pharmacy registered in the State of Illinois, and has the capacity to provide such services:

THE PROVIDER AGREES TO:

1. Provide prescription and non-prescription medication and pharmaceutical supplies on a twenty-four hour, seven day per week basis for the inmates incarcerated at the McLean County Detention Facility
2. Provide medications in the packaging and quantity requested by McLean County Detention Facility Health Services staff.
3. Provide a medication cart adequate for the needs of the MCDF Health Services Program. It is understood that the medication cart shall remain the property of the PROVIDER.
4. Substitute generic equivalent prescription and non-prescription medications, including pharmaceutical supplies, for brand name products unless "no substitution" is expressly stated on the order.
5. Report to the Director of MCDF Health Services and advise the same on all matters related to pharmaceutical practices within the Facility, including development of an MCDF Formulary.
6. Assist the MCDF Health Services Staff in developing and implementing policies that will assure high quality pharmaceutical services.
7. Recommend needed supplies and equipment.
8. Participate in program evaluation activities as required by licensing and regulatory bodies, e.g. quarterly on-site review of pharmaceutical program.
9. Maintain all licenses and certifications necessary to practice Pharmacy in the State of Illinois throughout the term of the Agreement.
10. By the mutual agreement of the parties, provide on-site delivery of stock and individual routine medications on a weekly basis and daily delivery of new medications which may be ordered by the MCDF Physician, MCDF Psychiatrist, or the MCDF Dentist, and consult with the MCDF Health Services staff

and with the Sheriff as Jail Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.

11. Arrange for pharmaceutical coverage during absences.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current pharmaceutical practices with respect to services to be performed under the Agreement.
13. Secure and maintain malpractice insurance and Worker's Compensation Insurance for any pharmaceutical employees and, upon request, supply to the BOARD a certificate of insurance evidencing such coverage.
14. Indemnify and hold harmless the BOARD, its agents and employees and assigns against any and all claims arising out of or relating to the PROVIDER'S activities pursuant to this Agreement.
15. Agree to accept payment as reimbursement in full for the services described in this Agreement. In the event that an additional source pays the PROVIDER subsequent to payment by the BOARD, the BOARD shall be immediately notified and provisions made for repayment either directly or through a billing adjustment.

THE BOARD AGREES TO:

1. Implement policies which assure high quality pharmaceutical services.
2. Provide adequate supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Board, and executed through the McLean County Detention Facility Health Services staff.
3. Provide their employees with liability coverage as deemed appropriate.
4. Participate in program evaluation activities as required by funding sources or regulatory bodies.
5. Provide maintenance of equipment and secure storage for medications.
6. Provide periodic statistical reports as deemed appropriate.
7. Provide compensation to the PROVIDER for reimbursable services, which shall be limited to prescription or non-prescription medications and pharmaceutical supplies and delivery of the same.
8. Agree to pay the PROVIDER for services rendered at the following Average Wholesale Price (AWP):
 - a) Brand Name Medications AWP minus 12%
 - b) Generic Medications AWP minus 42%
 - c) OTC Medications AWP minus 27%
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and termination date of this contract. Said payment for services rendered shall be made

within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1st, 2010 and terminate on December 31st, 2010, unless terminated by either party in accordance with 14.a or b of this section.
2. No administrative practice of the Board shall unduly restrict or compromise the pharmaceutical judgement of the MCDF Pharmacist.
3. Nothing in this Agreement shall prevent the PROVIDER from engaging in pharmaceutical practices or services apart from those provided to the BOARD.
4. It is understood by both parties that the PROVIDER is a pharmacist licensed to practice pharmacy in the State of Illinois and is not an employee of the BOARD.
5. The PROVIDER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the BOARD in so far as the manner and means of performing the services and obligations of the Agreement. However, the BOARD reserves the right to inspect the PROVIDER'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
6. In the event the BOARD'S equipment is used by the PROVIDER or any Subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the PROVIDER during the period of such use by the PROVIDER or subcontractor.
7. The PROVIDER shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
8. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
10. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
11. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

12. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel shall be determined by the BOARD and executed through staff.
13. All other provisions of employment shall be governed by the McLean County Personnel Policies and Procedures Ordinance as administered through the BOARD.
14. This AGREEMENT may be terminated for any of the following reasons:
 - a) At the request of the PROVIDER upon sixty days written notice.
 - b) At the request of the Board upon sixty days written notice.
15. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement, invalid or unenforceable.
16. This Agreement may not be assigned or subcontracted by the MCDF Pharmacist to any other person or entity without the written consent of the Board.
17. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
18. It is understood by both parties that this Agreement remains in effect pursuant to an administrative agreement between the BOARD and will terminate in the event that this administrative agreement expires and is not renewed.
19. It is understood that the terms of this Agreement include all agreements made by the BOARD and the PROVIDER without regard to any oral conversations which may have taken place prior to the execution of the Agreement or subsequent hereto, and that any changes shall be made in writing and agreed to by both parties.
20. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the date(s) written below:

William M. Martin, RPh
Merle Pharmacy No. 1, Inc.

Mike Emery
McLean County Sheriff

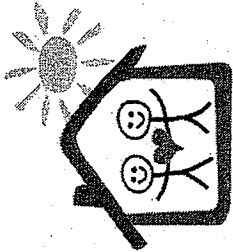
APPROVED:

ATTEST:

Matt Sorensen, Chairman
McLean County Board

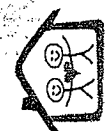
Peggy Ann Milton, County Clerk
McLean County, Illinois

McLean County Children's Advocacy Center Monthly Statistics October, 2009



	2008 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2009 MONTH/YTD	JUV. SUSPECT INTERVIEW 2009	SIB/WITNESS INTERVIEW 2009	2ND INTERVIEW 2009	OUT OF COUNTY INTERVIEW 2009	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	10/1/11	12	0	4	0	1	17	17
FEBRUARY	22/6/28	12/24	0	2	0	1	15	32
MARCH	20/6/26	9/33	0	3	0	2	14	46
APRIL	17/11/28	14/47	0	2	2	1	19	65
MAY	21/6/27	11/58	0	0	1	2	14	79
JUNE	15/3/18	10/68	0	2	0	0	12	91
JULY	22/6/28	15/83	0	6	0	3	24	115
AUGUST	22/5/26	15/98	0	2	0	0	17	132
SEPTEMBER	24/6/30	13/111	0	0	0	0	13	145
OCTOBER	14/6/20	11/122	0	1	1	1	14	159
NOVEMBER	12/7/19							
DECEMBER	7/3/10							
YEAR TO DATE TOTALS		122	0	22	4	11	159	159

CAZA Monthly Statistics FY09

	New Children's Cases Assigned	Child Cases Closed	Children Awaiting CAZA Assignment	Total Children Served	CAZAs Assigned	Total Number of Assigned CAZAs	Reported CAZA Volunteer Hours	CAZAs Trained	Reports Filed	Court Hearings Attended
January	2	5	0	100	1	41	180.75	0	3	10
February	3	7	2	89	0	40	310.01	0	10	19
March	2	1	0	88	2	41	274.25	0	3	6
April	0	1	0	86	0	40	344.75	0	10	12
May	0	0	0	86	0	40	298.25	in progress	9	19
June	2	3	0	84	4	39	370.75	9	9	10
July	11	0	0	95	8	42	335	0	10	21
August	9	3	0	96	6	43	374.25	0	6	9
September	4	2	0	98	2	45	342.75	in progress	6	10
October	6	0	1	104	4	48	305.25	in progress	11	13
November										
December										
YTD Totals										

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Sandra Hoffman
Administrative Assistant




Law & Justice Center
104 W. Front Street RM 511
Bloomington, IL 61701
(309) 888-5254
(309) 888-5266 (TCA)
(309) 888-5602 FAX

Counties of:
Ford, Livingston, Logan,
McLean, and Woodford

November 16, 2009

TO: McLean County Justice Committee

FROM: William J. Scanlon 

RE: Renewal of Guardian Ad Litem Contract for Juvenile Abuse and Neglect Court

Attached is a proposed three-year renewal of the contract of the Guardian Ad Litem (GAL) for the Juvenile Abuse and Neglect Court. The McLean County Circuit Court has maintained a contract GAL since 1995, and had a contract with Mr. Goldrick for this position since 2000.

The Juvenile Abuse and Neglect GAL represents the interests of the children involved in the process of termination of parental rights. Attached are three brief summary charts of the juvenile court processes. The GAL would be involved in the case from the early stages through the termination proceedings.

The caseload in McLean County within the JA court has increased slightly since 2004, but the rate of pay for this position will remain constant from FY 2007 to FY 2011, with a 5% increase scheduled for FY 2012.

I will be present at the December 1 Justice Committee Meeting to discuss this proposal.

J. Brian Goldrick is currently in private practice and serves as the contract Guardian ad Litem in McLean County. He has been in practice since 1992, first with the McLean County Public Defender's Office, where he not only represented abused and neglected minors, but also parents who were involved in abuse/neglect cases, as well as delinquent minors. He has been in private practice since 1996 and in 2000 became the first contract Guardian ad Litem in McLean County. In addition to his contractual duties, his practice includes Criminal Defense, DUI/Traffic Defense, Adoptions and Real Estate. He currently co-instructs a *Law in Social Work* course at Illinois State University and regularly speaks on juvenile abuse/neglect issues. He received his B.S. in Business from Illinois State University and earned his J.D. in 1991 from the Mississippi College School of Law.

WHAT HAPPENS AT COURT HEARINGS

SHELTER CARE HEARING

(within 48 hours of custody)

Level of Evidence: Probable Cause

What happens at this hearing?

Report provided by DCFS outlining why the children were taken into protective custody. Hearsay is admissible. DCFS is usually awarded temporary custody of the minors with the authority to place and seek medical treatment.

ADJUDICATORY HEARING

(within 90 days of custody, unless waived)

Level of Evidence: Preponderance (more likely true than not)

What happens at this hearing?

This is the trial. The State must bring in witnesses to testify specifically as to the allegations in the petition. Hearsay is not admissible. If the petition is proven, the Court adjudicates the minors to be abused/neglected/dependent.

The "9-month clock" begins now! Parents have 9 months from the date of adjudication to make progress toward the return of the children to their home. If this does not occur within that time frame, the State may file a petition to terminate parental rights.

DISPOSITIONAL HEARING

(within 30 days of adjudication, unless waived)

What happens at this hearing?

The purpose of this hearing is to determine what is in the children's best interest as to placement and services. It is equivalent to the sentencing phase of a criminal case. The case worker submits a detailed report on each of the parents and children. It must outline the parents' progress on the service plan objectives. The worker makes recommendations to the Court as to the appropriate goal for the child, fitness of the parents, etc. DCFS is usually awarded guardianship of the minors at this hearing, and the children are made wards of the Court. Parents may appeal the Court's decisions at this hearing, but must file their intent to appeal within 30 days.

PERMANENCY HEARING

(at least every 6 months after disposition)

What happens at this hearing?

The purpose of the hearing is to assess the goal in the case and the parents' progress toward achieving same. The worker provides a report detailing each parent's progress on the service plan objectives and provides information as to the children. The worker must make fitness recommendations as to the parents, based on their progress, and goal recommendations for the children. (Possible goals: Remain Home, Return Home within 5 or 12 Months, Return Home Pending Status, Substitute Care Pending Hearing on a Petition to Terminate, Independence, Adoption). Permanency Hearings will continue to be held at least every 6 months until the case is closed by successful return home to a parent or termination/adoption is accomplished.

TERMINATION HEARING

What happens at this hearing?

Termination proceedings are bifurcated: unfitness and best interest portions. If successful at the unfitness portion, then proceed to best interest portion.

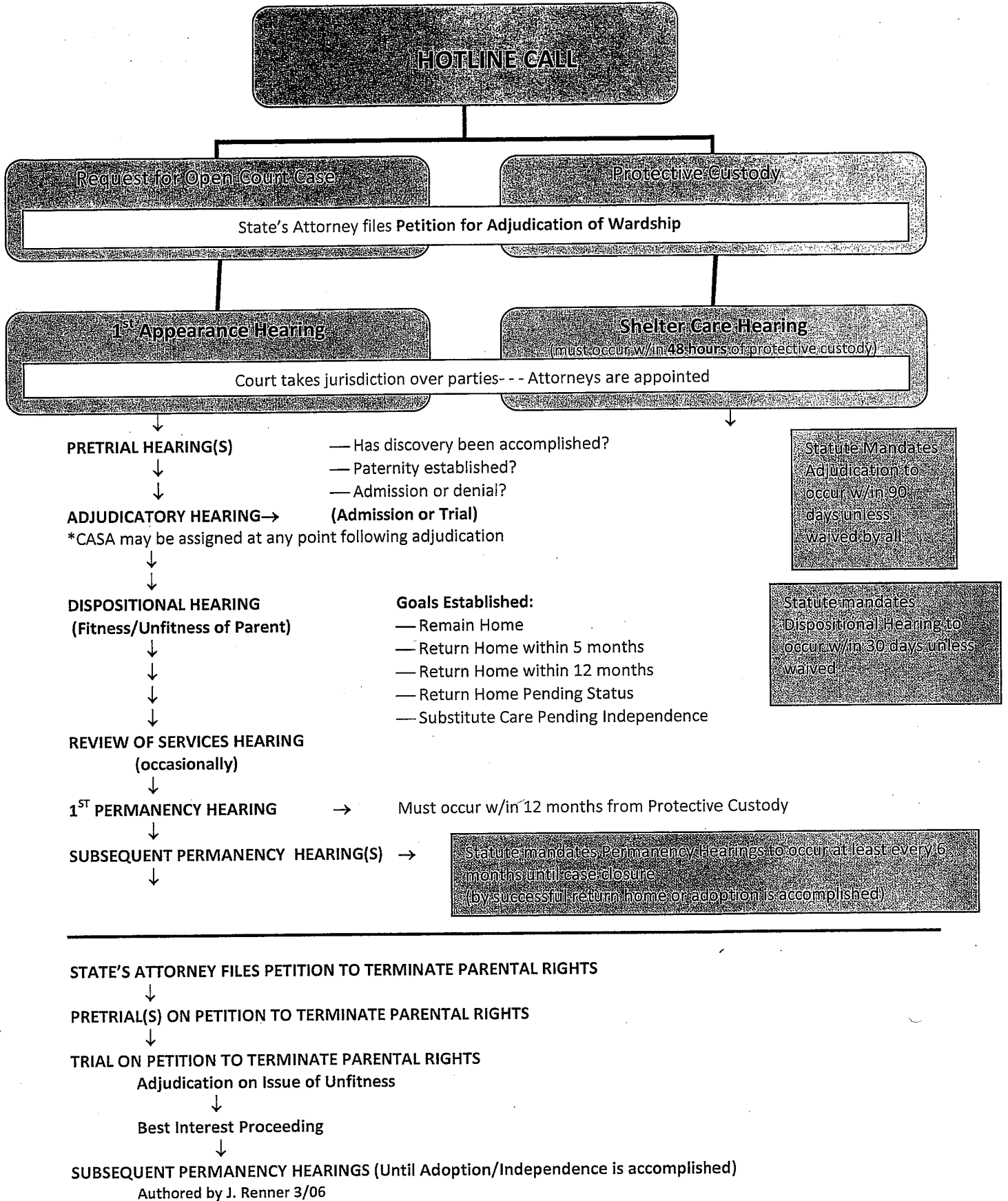
Phase 1: UNFITNESS PORTION (Level of Evidence: Clear and Convincing)

The sole focus is whether or not the parent is "fit" to parent this child. Hearsay is not allowed. The State must bring in every service provider/caseworker to testify as to their role in the case. (Ex: Each and every caseworker who worked the case must appear and testify as to their service provision; the person who conducted the substance abuse evaluation must testify about the evaluation, etc.). Once all the evidence for fitness is presented, the Court must rule as to whether the parent is fit/unfit to parent. If the petition is found proven, the case proceeds to the second phase. Grounds for "unfitness" are many: failure to make reasonable efforts/progress within 9 months from adjudication, or within a 9 month period thereafter, abandonment, desertion, inability to parent based on a mental illness/substance abuse addiction, repeated or lengthy incarceration, etc.).

Phase 2: BEST INTEREST PORTION (Level of Evidence: Preponderance)

The sole focus is on the minor and what is in his/her best interest as to whether the parental rights should be terminated. The caseworker testifies about the child giving information about any special needs, long term placement, etc. (see "Best Interest Factors" sheet). Other persons who may testify include: the child's therapist, foster/adoptive parents, relatives, CASA, the parents. Once the testimony is concluded, the Court then makes a ruling as to whether or not it is in the minor's best interest for parental rights to be severed. If the Court so finds, then the parents' rights are terminated. Parents have the right to appeal the decision and must file their intent to appeal within 30 days of the Court's ruling. Permanency Hearings will continue to be held every 6 months until the minor is adopted.

MCLEAN COUNTY JUVENILE COURT PROCEEDING CHART



BEST INTEREST FACTORS
(705 ILCS 405/1-3[(4.05)(a-j)]

What is in the "best interest" of a child is the predominant factor for the Court to consider in deciding a child's future – **AT EVERY STAGE IN A CASE**. These factors should be part of your decision-making at each step of the way, and you should be prepared to "defend" your choices in a case, with these factors in mind.

Pursuant to the Juvenile Court Act, whenever a best interest determination is required, the following factors shall be considered in the context of the child's age and developmental needs:

1. Where the child actually feels love, attachment, and a sense of being valued (as opposed to where adults believe the child should feel such love, attachment and a sense of being valued);
2. The child's sense of security;
3. The child's sense of familiarity;
4. The continuity of affection for the child;
5. The least disruptive placement alternative for the child;
6. The child's wishes and long-term goals;
7. The child's community ties, including church, school and friends;
8. The child's need for permanence which includes the child's need for stability and continuity of relationships with parent figures and with siblings and other relatives;
9. The uniqueness of every family and child;
10. The risks attendant in entering into and being in substitute care;
11. The preferences of the persons available to care for the child.

Should the case progress to a termination hearing, as the caseworker, you will be asked to testify to and **specifically** address each factor.

Authored by J. Renner 3/06

**McLEAN COUNTY CIRCUIT COURT
GUARDIAN AD LITEM CONTRACT
FY 2010 - FY 2012**

This Contract, entered into this 1st day of January 2010, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County," the Circuit Court of McLean County by the Chief Judge of the Eleventh Circuit and J. Brian Goldrick, Attorney-at-Law, hereinafter known as "Contract Guardian Ad Litem:"

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

WHEREAS, there is a necessity to provide additional professional contract services for the representation of minors who are the subject of abuse, neglect, and dependency proceedings in McLean County Juvenile Court; and

WHEREAS, the Contract Guardian Ad Litem has the capacity to provide such services:

A. NOW, THEREFORE:

1. J. Brian Goldrick, is hereby appointed a Contract Guardian Ad Litem for McLean County by the Chief Judge of the Eleventh Circuit.
2. The purpose of this professional services contract is to provide assistance to the Circuit Court in the handling of juvenile cases. The County shall pay to the Contract Guardian Ad Litem, and the Contract Guardian Ad Litem agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$6166.67 per month (\$74,000 annual).

B. The Contract Guardian Ad Litem agrees to:

1. Fulfill the role of Guardian Ad Litem for all minors in all neglect, abuse, and dependency cases filed beginning January 1, 2010, and in pending cases to which he/she may be assigned by the Court. Said duties shall include attendance at all court hearings, the preparation and litigation of those cases, and other duties of a Guardian Ad Litem required by law. The Contract Guardian Ad Litem shall be available during normal court hours on Tuesday through Friday.
2. The Contract Guardian Ad Litem shall be at all times for the duration of this Contract an attorney licensed to practice law in the State of Illinois.
3. The Contract Guardian Ad Litem, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Contract Guardian Ad Litem and any paralegal,

legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Contract Guardian Ad Litem, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees, and assignees against any and all claims arising out of or relating to the Contract Guardian Ad Litem's activities pursuant to this contract.

C. It is further agreed by the parties:

1. The parties enter into this Contract on the date first stated above and further, the agreement shall commence on January 1, 2010, and terminate on December 31, 2012, or at the request of either party with 60 days notice to the other party.
2. The Contract Guardian Ad Litem is and shall be an independent contractor for all purposes, and solely responsible for the results to be obtained and subject to Illinois Supreme Court Rules, Circuit Court Rules, the Illinois Juvenile Court Act, and other applicable law. The Circuit Court, by the Chief Judge, reserves the right to review the Contract Guardian Ad Litem's work and service during the performance of this Contract to ensure that this Contract is performed according to its terms.
3. The Contract Guardian Ad Litem compensation will remain the same during the remainder of FY 2010 and FY 2011, and increase to \$6500 per month (\$78,000 annual) in FY 2012. The contract amount may be renegotiated for FY 2013 and beyond.
4. Nothing in this agreement shall prevent the Contract Guardian Ad Litem from engaging in the practice of law apart from the services provided by this Contract.
5. The Contract Guardian Ad Litem shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This Contract shall be governed by and interpreted in accordance with the law of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this Contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This Contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This Contract may not be assigned by any party without the prior written consent of the other party.

11. This Contract may be terminated for any of the following reasons:

- (a) At the request of the Contract Guardian Ad Litem upon giving to the Chief Judge sixty (60) days written notice, prior to the effective date of cancellation.
- (b) At the request of the Circuit Court of McLean County by the Chief Judge upon giving to the Guardian Ad Litem sixty (60) days written notice prior to the effective date of cancellation.
- (c) For good cause as determined by the Chief Judge at any time.

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

13. Should the Guardian Ad Litem or the Chief Judge desire not to renew this Contract beyond the termination date, sixty (60) days written notice prior to the termination date shall be given by the party wishing to terminate this Contract.

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

15. The parties agree that the foregoing and the attached documents (if any) constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the _____ day of _____.

McLean County

Circuit Court of McLean County

By _____

By _____

Contract Guardian Ad Litem

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF OCTOBER 2009
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
Adoption	41	AD	7	0	5	43	33
Arbitration	276	AR	79	2	80	277	278
Chancery	369	CH	54	1	31	393	338
Dissolution of Marriage	514	D	50	0	72	492	454
Eminent Domain	0	ED	0	0	0	0	0
Family	346	F	25	3	27	347	250
Law => \$50,000 - Jury	291	L	6	0	10	287	305
Law = > \$50,000 - Non-Jury	222	L	13	0	5	230	228
Law = < \$50,000 - Jury	2	LM	0	0	0	2	2
Law = < \$50,000 - Non-Jury	175	LM	100	3	92	186	233
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	17	MH	21	0	21	17	10
Miscellaneous Remedy	219	MR	27	0	33	213	186
Order of Protection	18	OP	26	0	19	25	27
Probate	1,334	P	27	0	13	1,348	1,223
Small Claim	711	SC	159	19	252	637	891
Tax	9	TX	0	0	0	9	8
TOTAL CIVIL	4,544		594	28	660	4,506	4,466

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF OCTOBER 2009
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
CONTEMPT OF COURT	8	C.C.	4	4	0	3	9	14
CRIMINAL FELONY	722	CF	97	97	1	103	717	901
CRIMINAL MISDEMEANOR	1,041	CM	197	197	6	184	1,060	1,206
TOTAL CRIMINAL	1,771		298	298	7	290	1,786	2,121

REPORT C
ACTIVITY OF ALL JUVENILE CASES
DURING THE MONTH OF OCTOBER 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
JUVENILE	8	J	0	0	0	1	7	8
JUVENILE ABUSE & NEGLECT	388	JA	10	10	0	13	385	430
JUVENILE DELINQUENT	273	10	11	11	0	9	275	255
TOTAL JUVENILE	669		21	21	0	23	667	693

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF OCTOBER 2009
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	ADJUST	END PENDING 2009	END PENDING 2008
CONSERVATION VIOLATION	14	CV	7	0	9	0	12	23
DRIVING UNDER THE INFLUENCE	433	DT	75	0	89	0	419	439
ORDINANCE VIOLATION	996	OV	355	0	296	0	1,055	891
TRAFFIC VIOLATION	6,693	TR	3,377	25	4,615	0	5,480	12,095
TOTALS:	8,136		3,814	25	5,009	0	6,966	13,448

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE MONTH OF OCTOBER 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOLLE	S.O.L.	NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF
		REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2) ****	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
8	0	3	1	0	3	1	83	1	3	103

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

****TRANSFERS TO WARRANT CALENDAR

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF SEPTEMBER 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

MONTH	NOT CONVICTED										CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL							
JAN	11	0	5	0	13	1	4	113	3	0	3	0	150	
FEB	43	0	9	0	0	3	2	71	1	4	1	4	133	
MAR	20	0	5	0	0	0	3	124	1	0	1	0	153	
APR	8	0	6	0	11	0	1	86	4	3	4	3	119	
MAY	17	0	1	3	7	0	1	84	2	1	2	1	116	
JUNE	11	0	2	0	0	2	0	60	3	5	3	5	83	
JULY	13	0	1	0	4	1	0	73	2	3	2	3	97	
AUG	15	0	3	2	1	1	1	74	1	3	1	3	101	
SEPT	13	0	1	0	9	1	1	127	0	2	0	2	154	
OCT	8	0	3	1	0	3	1	83	1	3	1	3	103	
NOV	0	0	0	0	0	0	0	0	0	0	0	0	0	
DEC	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	159	0	36	6	45	12	14	895	18	24	18	24	1209	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE MONTH OF OCTOBER 2009
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

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

TOTAL NUMBER OF CONVICTED FELONIES: 87

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	8	3	9	14	15	49
4. PROBATION	0	0	0	4	13	18	35
5. OTHER	0	0	0	0	0	3	3
TOTALS:	0	8	3	13	27	36	87

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF OCTOBER 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	2	0	1
FAMILY (OP)	18	0	13
CRIMINAL	5	5	0
TOTAL:	25	5	14

McLean County State's Attorney's Office 2009 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2009 YTD 2008 YTD 2008 Total Projected 2009

CRIMINAL

Felony	65	85	124	112	71	98	94	114	131	97	78	1069	1,313	1,419	1,193
Misdemeanor	159	169	256	193	191	242	171	254	219	189	121	2,164	2,583	2,793	2,415
Asset Forfeiture	23	18	20	10	20	15	18	16	22	9	6	177	119	132	198
Mental Health	15	12	20	29	21	25	22	21	32	19	26	242	163	172	270
Family Totals	29	51	92	66	62	86	53	62	63	48	51	663	633	687	740
Family	15	33	64	35	38	49	28	31	39	25	27	384	388	429	429
Order of Protection	14	18	28	31	24	37	25	31	24	23	24	279	245	258	311
Juvenile Totals	9	11	23	33	23	31	16	20	27	19	30	242	301	309	270
Juvenile	1	0	0	0	0	0	0	0	0	0	0	1	3	3	1
Juvenile Abuse	5	6	18	22	16	15	8	16	14	9	16	145	150	151	162
Juvenile Delinquency	3	5	5	11	7	16	8	4	13	10	14	96	148	155	107
Traffic Totals	1,719	2,420	3,486	2,559	3,275	3,525	2,520	2,182	3,591	2,209	2,886	30,372	30,528	33,170	33,901
Traffic	1,646	2,344	3,374	2,483	3,195	3,430	2,454	2,115	3,507	2,136	2,830	29,514	29,713	32,289	32,944
DUI Traffic	73	76	112	76	80	95	66	67	84	73	56	858	815	881	958

CHILD SUPPORT

Paternity cases filed	5	5	12	11	2	13	4	7	8	5	8	80	87	90	89
Paternity cases established	6	2	8	4	6	4	7	4	1	5	14	61	74	80	68
Paternities excluded	0	0	0	0	0	0	0	0	0	0	0	0	22	22	0
Support Orders entered	62	53	64	83	93	91	77	78	62	49	126	838	875	929	935
Modification proceedings filed	28	31	29	29	24	22	19	28	34	28	20	292	196	214	326
Modification proceedings adjudicated	19	20	29	27	24	29	17	12	20	8	22	227	166	177	253
Enforcement actions filed	59	0	82	60	0	59	37	0	56	62	0	415	571	610	463
Enforcement actions adjudicated	77	73	80	108	111	111	105	111	96	68	161	1101	1,151	1,225	1,229
Hearings set before Hearing Officer	84	81	97	97	75	97	97	96	80	66	155	1025	883	963	1,144
Orders prepared by Hearing Officer	84	81	97	97	94	97	127	96	80	17	147	1017	858	938	1135

2009 Projected = (2009 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

November 23, 2009

STATE'S ATTORNEY:

Beginning Balance 12/31/2008	\$ -10,713.39
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>26,287.10</u>
Total Funds Available	\$ <u>15,573.71</u>
Expenditures	<u>4,533.89</u>
Fund Balance 11/23/09	\$ 11,039.82

SHERIFF:

Beginning Balance 12/31/2008	\$ 39,183.42
Revenue	<u>19,275.45</u>
Total Funds Available	\$ <u>58,458.87</u>
Expenditures	<u>29,925.39</u>
Fund Balance 11/23/09	\$ 28,533.48

TOTAL FUND BALANCE	November 23, 2009	\$ 39,573.30
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CONTRACT

This Contract, entered into this 15th day of **December, 2009**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

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

The Special Public Defender agrees to the following conditions:

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

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

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

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

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

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

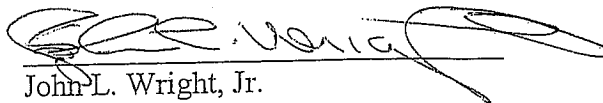
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

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

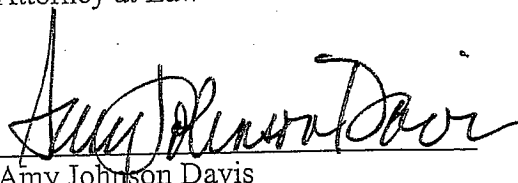
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



John L. Wright, Jr.
Attorney at Law



Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 15th day of **December, 2009**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Harvey C. Welch, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

The Special Public Defender agrees to the following conditions:

1. Harvey C. Welch shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Mr. Harvey C. Welch
401 W. Elm Street
Urbana, IL 61801

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

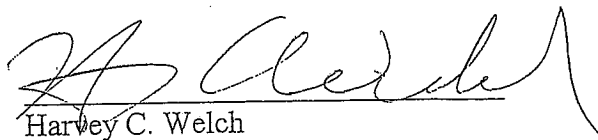
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

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

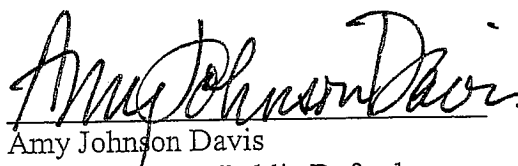
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



Harvey C. Welch
Attorney at Law



Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 15th day of **December, 2009**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David N. Rumley, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

The Special Public Defender agrees to the following conditions:

1. David N. Rumley shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

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

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

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

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

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



David N. Rumley
Attorney at Law



Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 15th day of **December, 2009**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

The Special Public Defender agrees to the following conditions:

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for all payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

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

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

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

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

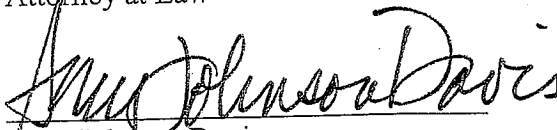
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



Alan Novick
Attorney at Law



Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 15th day of **December, 2009**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

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

The Special Public Defender agrees to the following conditions:

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

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

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

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

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

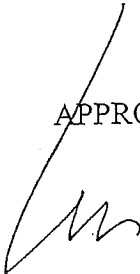
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

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

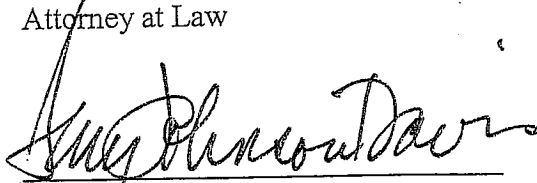
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



Keith Davis
Attorney at Law



Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 15th day of **December, 2009**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John J. Bussan, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

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

The Special Public Defender agrees to the following conditions:

1. John J. Bussan shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eleven (11) Class 3 and Class 4 felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with eleven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 132 cases during the contract period.

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

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

For the Public Defender:

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

For the McLean County Board:

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

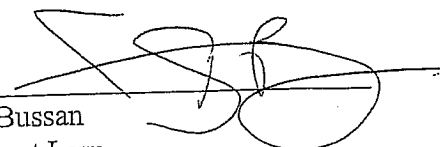
For the Attorney:

John J. Bussan
103 W. Jefferson Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



John J. Bussan
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

December 8, 2009

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

Re: Monthly Caseload - MONTH ENDING October 31, 2009

Dear Committee Members:

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

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

CASE TYPES	MONTHLY TOTALS 2008	MONTHLY TOTALS 2009	YTD TOTALS 2008	YTD TOTALS 2009	% CHANGE YTD
FELONIES	85	75	943	772	<18%>
MISDEMEANORS	144	127	1292	1206	<7%>
DUI	30	22	264	296	12%
TRAFFIC	61	45	573	717	25%
JUVENILE	27	10	220	127	<42%>
(DELINQUENT)	20	5	124	56	<55%>
(ABUSE/NEGLECT)	7	5	96	71	<26%>
MENTAL HEALTH CASES	8	4	53	62	17%
Involuntary Commitment	8	4	53	62	17%
Medication Compliance Orders	0	0	0	0	0
POST-CONVICTION & SVPCA CASES	0	0	5	9	80%
TOTAL	355	283	3350	3189	<5%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING October 31, 2009**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	7	77	4
F	JAMES TUSEK	7	71	2
F	CARLA HARVEY	8	74	7
F	BRIAN MCELLOWNEY	5	72	2
F	JOHN WRIGHT -C	7	53	NA
F	DAVID RUMLEY -C	8	53	NA
F	KELLY HARMS	6	156	4
F	JOHN BUSSAN -C	15	58	NA
F	HARVEY WELCH -C	7	56	NA
F	JENNIFER LOCKE	1	3	0
CM	JENNIFER LOCKE	76	555	4
F	AMY RUIPER	0	0	0
CM	AMY RUIPER	49	524	4
CM	BARBARA BAILEY	1	1	0
DUI	BARBARA BAILEY	12	130	1
TR	BARBARA BAILEY	22	344	2
CM	RACHELLE ROTH	1	1	0
DUI	RACHELLE ROTH	10	144	0
TR	RACHELLE ROTH	22	326	4
F	ART FELDMAN	0	3	0
TR	ART FELDMAN	1	1	0
JD	ART FELDMAN	5	51	3
JA	ROB KEIR	4	50	NA
JA	MATTHEW KOETTERS	4	54	NA
JA	ALAN NOVICK-C	1	10	NA
PC/SVP	KEITH DAVIS-C	0	9	NA
PVT	PRIVATE COUNSEL-CF	17	111	0
PVT	PRIVATE COUNSEL-CM	9	80	0
PVT	PVT COUNSEL-DUI/TR	5	48	0
W/D	WITHDRAWN-CF	1	5	0
W/D	WITHDRAWN-CM	7	39	0
W/D	WITHDRAWN-DUI/TR	2	10	0

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

October 2009 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	41	101	32
PLEA / LESSER	16	21	0
BENCH TRIAL / WIN	1	2	0
BENCH TRIAL / LOSS	0	0	0
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	1	1	0
DISMISSED / UPFRONT	2	33	3
DISMISSED / TRIAL	0	7	2
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	1	7	11
PRIVATE COUNSEL	17	9	5
PLEA / BLIND	8	1	0
REFILED AS FELONY	0	1	0
WITHDRAWN	1	7	2
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	2	2	0

**Office of the Coroner
McLean County
OCT 2009 REPORT**

	OCT 2009	OCT 2008	TYTD 2009	LYTD 2008
<i>Cases</i>	73	81	765	793
<i>Autopsies</i>	11	7	107	96
<i>Out/County Autopsies</i>	23	19	201	194
<i>Inquests</i>	0	1	7	15
<i>Coroner Rule</i>	7	11	44	54

BUDGET

ACTUAL REVENUE

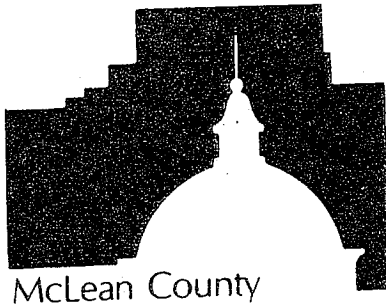
<i>Copy Fees</i>	\$ 5,000.00	\$ 6,348.00
<i>Morgue Fee</i>	35,250.00	32,525.00
<i>Reim/Services</i>	250.00	1,832.29
<i>Paid to Facil. Mgt/Morgue Clean</i>	-0-	8,706.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 2
Medical/Sudden death – 5
Homicide – 0
Other (pending tox. & autopsy results and/or inquest ruling) – 8 (4 no autopsy)

OPEN DEATH INVESTIGATIONS

Traffic Crash – 3 *Homicide* – 1
Medical/Sudden death – 5 *Other/Pending* - 16



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

Detective Commander (309) 888-5051
 Patrol Commander (309) 888-5859
 Patrol Duty Sergeant (309) 888-5019
 Jail Division (309) 888-5065
 Process Division (309) 888-5040
 Records Division (309) 888-5055
 Domestic Violence Division (309) 888-4940
 FAX (309) 888-5072

November 24, 2009

TO: Mr. Tari Renner, Chairman Justice Committee
 FROM: Sheriff Mike Emery
 RE: December 1, 2009 Justice Committee Meeting

I would respectfully request that the following items be placed on the December 1, 2009, Justice Committee Agenda for Action and Information.

ACTION

- 1) Request approval of the 2010 G.E.D. Contract between the McLean County Sheriff's Office, Jail Division and Heartland Community College: (Please see attached.)

INFORMATION

- 1) McLean County Detention Facility Report: (Please see attached.)

Mike Emery
 Sheriff

It is the desire of Heartland Community College (HCC), the McLean County Sheriff's Office, Jail Division (JAIL), and the McLean County Board, to provide GED preparation courses at the McLean County Detention Facility To that end, the following agreement defines a cooperative framework to provide such educational services.

HCC and JAIL agree to the following terms:

- Terms of Agreement** HCC will provide GED instruction for inmates of the JAIL.
- Duration of Agreement** This agreement will commence January 1, 2010 and will continue through June 30, 2010.
- This agreement may be modified by mutual consent of both organizations. Substantive modifications may require execution of a new agreement.
- Class Schedules** HCC will offer GED classes at the JAIL according to the following schedule: Monday-Friday, 8-10:30 AM.
- Classes will commence January 11, 2010 and meet through June 30, 2010. Class will not meet on the following dates: Jan 18 (MLK), Mar 8-12 (Spring Break), May 10-21 (Summer Break), and May 31 (Memorial Day).
- HCC will provide reasonable notice of class cancellations due to instructor illness or other emergencies to the JAIL. Classes at the JAIL will be cancelled if HCC is closed due to weather conditions. JAIL staff should consult the HCC website or local media outlets for information about weather closures.
- When possible, HCC will provide a substitute instructor for planned instructor absences.
- Personnel** The GED instructor shall be employed by HCC. HCC will make hiring decisions and pay instructor wages. The instructor shall meet qualifications established by HCC in cooperation with the Superintendent of the JAIL or his designee.
- The GED instructor/or substitute instructor shall be submitted to the same security clearances as the volunteers entering the Facility.
- Participants and Enrollment** The JAIL will be responsible for assigning students to the program. A maximum of 12 students will make up a class.
- The instructor will complete the student enrollment process, including pre-testing according to HCC-established guidelines during class time.
- New students may not be enrolled during the following periods in order to comply with the official HCC schedule: April 26-May 7.

Instruction and Discipline

HCC in cooperation with the instructor and the JAIL will determine methods and delivery of instruction. The instructor will have sole responsibility for daily lesson plans.

The instructor will have the right to have removed, any student from a single class session for cause. "Cause" shall include: disruptive student behavior, failure to follow instructor's directions, failure to follow established class rules, violations of any rule or regulation of the McLean County Detention Facility, or for any other reasonable grounds. The desire for the permanent removal of a student for cause, along with all reports shall be referred to the Sheriff (or his designee) for review. Only the Sheriff (or his designee) shall determine if a student is to be permanently removed from a class.

Facilities

The JAIL will provide classroom facilities with necessary furniture and equipment for conducting instruction at the JAIL.

The JAIL will provide adequate, secure space to store instructional materials, supplies, and student records.

The JAIL will communicate any changes in facilities, equipment or storage to HCC with advanced and reasonable notice.

Materials

The JAIL will provide necessary instructional materials and supplies.

Records and Data

HCC will maintain all paper and electronic records for students enrolled in courses offered as part of this agreement.

HCC will accommodate reasonable JAIL requests for records, reports, or data in a timely manner.

Compensation

HCC will invoice Mclean County for actual instructional costs not to exceed \$4,100.00 for the contract period (two installments of \$2,050.00 mid January and mid April).

HCC will not invoice McLean County for classes that are cancelled due to instructor absence.

Resolution of Problems

HCC and JAIL agree that they will cooperatively seek a satisfactory resolution to any problem that may arise during the term of this agreement.

Prior Agreements and Amendments

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein.

Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signatures to this Agreement on the date below indicated.

Mary Beth Trakinat, Vice President of Continuing Education,
Heartland Community College

Date

Mike Emery, McLean County Sheriff

Date

Matt Sorensen, Chairman
McLean County Board

Date

ATTEST:

BY: _____
Peggy Ann Milton, Clerk of the County
Board of McLean County, IL

Date

MCDF Average Population
By Month 2009

Month	January	February	March	April	May	June	July	August	September	October	November	December	Average
Daily Total	248.39	245.43	241.23	230.23	227.68	220.97	238.45	252.90	248.03	240.94	248.79	240.94	240.28
In House	222.97	218.11	215.58	215.33	216.42	209.53	228.45	230.87	221.63	223.19	219.47	223.19	220.14
Female	30.00	30.21	28.45	27.87	26.29	26.00	29.26	27.23	26.73	25.94	27.26	25.94	27.75
Male	218.29	215.21	212.77	202.47	201.00	195.77	209.19	225.68	221.03	215.00	221.53	215.00	212.54
Spec Needs Female	5.87	4.68	7.00	7.20	6.48	6.07	7.35	6.58	6.30	6.45	7.37	6.45	6.49
Spec Needs Male	19.61	17.11	17.81	15.33	15.23	16.67	21.13	20.74	21.57	21.39	19.42	21.39	18.73
Str Sent Female	15.94	12.43	9.48	6.30	4.16	9.90	14.26	13.10	10.50	8.71	12.05	8.71	10.62
Str Sent Male	52.97	50.82	54.26	45.77	40.65	41.90	48.97	49.00	49.53	47.16	50.16	47.16	48.29
Weekender Work Rel Female	0.00	2.39	4.13	5.67	5.45	4.93	3.00	3.16	2.90	3.87	3.11	3.87	3.51
Weekender Work Rel Male	22.74	26.57	25.74	19.77	13.23	16.83	20.32	24.55	23.07	26.23	26.79	26.23	22.35
Other Fac Female	0.00	2.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.21
Other Fac Male	12.67	12.11	13.81	3.93	4.10	0.00	0.00	8.94	13.43	3.13	14.42	3.13	7.87

MCDF Average Population
By Month 2008/2009

Month	December	January 2009	February	March	April	May	June	July	August	September	October	November	Average
Daily Total	247.35	248.39	245.43	241.23	230.23	227.68	220.97	238.45	252.90	248.03	240.94	248.79	240.87
In House	208.29	222.97	218.11	215.58	215.33	216.42	209.53	228.45	230.87	221.63	223.19	219.47	219.15
Female	23.23	30.00	30.21	28.45	27.87	26.29	26.00	29.26	27.23	26.73	25.94	27.26	27.37
Male	224.13	218.29	215.21	212.77	202.47	201.00	195.77	209.19	225.68	221.03	215.00	221.53	213.51
Spec Needs Female	6.55	5.87	4.68	7.00	7.20	6.48	6.07	7.35	6.58	6.30	6.45	7.37	6.49
Spec Needs Male	14.97	19.61	17.11	17.81	15.33	15.23	16.67	21.13	20.74	21.57	21.39	19.42	18.42
Str Sent Female	10.45	15.94	12.43	9.48	6.30	4.16	9.90	14.26	13.10	10.50	8.71	12.05	10.61
Str Sent Male	47.10	52.97	50.82	54.26	45.77	40.65	41.90	48.97	49.00	49.53	47.16	50.16	48.19
Weekender Work Rel Female	0.13	0	2.39	4.13	5.67	5.45	4.93	3.00	3.16	2.90	3.87	3.11	3.23
Weekender Work Rel Male	28.52	22.74	26.57	25.74	19.77	13.23	16.83	20.32	24.55	23.07	26.23	26.79	22.86
Other Fac Female	0.00	0.00	2.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20
Other Fac Male	21.94	12.67	12.11	13.81	3.93	4.10	0.00	0.00	8.94	13.43	3.13	14.42	9.04