



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center
Tuesday, June 9, 2009

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – May 12, 2009
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen

1) Items to be Presented for Action:

a) REAPPOINTMENTS:

**BOARD FOR CARE AND TREATMENT OF PERSONS
WITH DEVELOPMENT DISABILITIES (377 Board)**

Ms. Jane Turley
2807 Stratford Court
Bloomington, IL 61704
(Three-year term to expire on June 30, 2012)

McLEAN COUNTY BOARD OF HEALTH

Ms. Jane Turley
2807 Stratford Court
Bloomington, IL 61704
(Three-year term to expire on June 30, 2012)

McLEAN COUNTY BOARD OF HEALTH

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
(Three-year term to expire on June 30, 2012)

McLEAN COUNTY BOARD OF HEALTH

Ms. Renee Emm, M.D.
11 Deerfield Court
Bloomington, IL 61704
(Three-year term to expire on June 30, 2012)

T.B. CARE AND TREATMENT BOARD

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
(Three-year term to expire on June 30, 2012)

CROPSEY STREET LIGHT DISTRICT

Ms. Sharon Cameron
R.R. 1, Box 77C
Cropsey, IL 61731
(Three-year term to expire on June 30, 2012)

ZONING BOARD OF APPEALS

Mr. Marc G. Judd
9008 E. 2100 North Rd.
Carlock, IL 61725
(for a term to expire on June 27, 2014)

b) APPOINTMENTS:
None

c) RESIGNATIONS:
None

d) Request Approval of a Contract Amendment
with Verizon to Continue Centranet Phone
Service – Information Technologies 1-2

2) Items to be Presented to the Board:
a) Information Technologies Status Report 3
b) General Report
c) Other

B. Property Committee – Chairman Bostic

1) Items to be Presented for Action:
a) Request Approval of Second Amendment to
Intergovernmental Agreement between the
Public Building Commission and the County
of McLean – Facilities Management 4-5

- 2) Items to be Presented to the Board:
- a) Request Approval of Lease Agreement between The County of McLean and the Child Support Enforcement Division of the McLean County State's Attorneys Office – Facilities Management
 - b) Request Approval of Lease Agreement for an ATM Machine at the Government Center – Facilities Management
 - c) Request Approval of a Tractor/Loader Lease Agreement between McLean County Department of Parks and Recreation and Central Illinois Ag
 - d) General Report
 - e) Other

C. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented to the Board:
- a) Request Approval of Resolution & Letting Results from the May 27, 2009 Township 2009 TBP Maintenance Section
 - b) Request Approval of Gridley RD – Sec 09-18131-00-BR – Township Bridge Program
 - (1) Preliminary Engineering Services Agreement – HLR
 - c) General Report
 - d) Other

D. Finance Committee – Chairman Owens

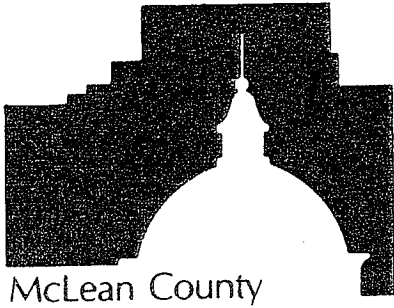
- 1) Items to be Presented to the Board:
- a) Request Approval of a Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0103, 0106, and 0112 – Health Department
 - b) Request Approval of a Corporate Resolution adding Walter F. Lindberg to the Commerce Bank Credit Card Account – Auditor's Office
 - c) Receive Outside Auditor's Report including Comprehensive Annual Financial Report, Management Letter of Advisory Comments, and Single Audit Report for year ended December 31, 2008 – County Administrator's Office
 - d) Request Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County – County Administrator's Office
 - e) General Report
 - f) Other

- E. Justice Committee – Chairman Renner
- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution Authorizing the McLean County Emergency Management (EMA) Agency to Participate in the State of Illinois Federal Surplus Property Program – EMA 6-12
 - b) Request Approval of State of Illinois Intergovernmental Agreement between the Department of Healthcare and Family Services And McLean County regarding Medical and Behavioral Health Services – Court Services 13-24
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Resolution of the McLean County Board Supporting the Recommendation to Form a Criminal Justice Coordinating Council and Appointing Members to the Same – Circuit Court
 - b) General Report
 - c) Other

- F. Land Use and Development Committee – Chairman Gordon
- 1) Items to be Presented to the Board:
 - a) Request Approval of the Department of Building and Zoning and the McLean County Highway Department application for a storm sewer discharge permit and an update of the Storm Water Management Plan to be submitted to the Illinois Environmental Protection Agency (IEPA)
 - b) Request Approval of the Land Use and Development Committee's text amendment of the Zoning Ordinance regarding regulations of "Mining and Quarrying"
 - c) General Report
 - d) Other

- G. Report of the County Administrator
- 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications
7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
8. Adjournment



INFORMATION SERVICES

(309) 888-5100, FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
Contract Amendment with Verizon**

To the Honorable Members of the Executive Committee and the McLean County Board:

Please find attached a one year service amendment with Verizon. This amendment represents an extension of services already in place for the telephone system used by the County. There is no change to any of the rates or fees currently in place.

Investigation into alternative phone systems continues.

I'll be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director, Information Technologies.

**AMENDMENT NO. 1
TO THE
SERVICE AGREEMENT FOR CENTRANET SERVICE
BETWEEN
McLEAN COUNTY GOVERNMENT ("CUSTOMER")
AND
VERIZON NORTH INC. ("VERIZON")**

This is Amendment No. 1 ("Amendment No. 1") to the Service Agreement for CentraNet Service (the "Agreement") between McLean County Government ("Customer") and Verizon North Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective June 25, 2008, Verizon internal tracking number 2008-444401; and

Whereas, the purpose of this Amendment No. 1 is to extend the term of the Agreement for one (1) year.

The parties agree to amend the Agreement as follows:

- 1) The Agreement will expire August 23, 2009, (as extended by application of the optional extension for 60 days at end of the initial Term pursuant to Section 5(b)(ii) of the Agreement). In order for Service to continue without interruption, this Amendment No. 1 must be fully executed and effective (signed by both parties) on or before August 23, 2009.

If this Amendment No. 1 is not effective by August 23, 2009, Customer's Service will immediately transition to Verizon's general tariff offering at the minimum term commitment specified therein. If Service is not available in Verizon's tariff, Service will terminate.

- 2) Provided this Amendment No. 1 is made effective on or before August 23, 2009, the term of the Agreement shall be extended for the period August 24, 2009 – August 23, 2010 (the "Extension Term"), unless sooner terminated.

- 3) All other terms and conditions of the Agreement remain in effect during the Extension Term, including but not limited to monthly recurring charges, minimum quantity commitment and termination charges.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment No. 1 to be executed by their duly authorized representatives.

MCLEAN COUNTY GOVERNMENT

**VERIZON BUSINESS NETWORK SERVICES INC.
ON BEHALF OF VERIZON NORTH INC.**

Authorized Signature

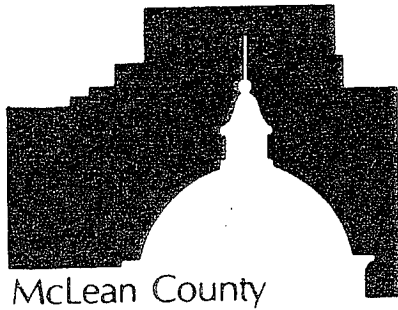
Authorized Signature

Title

Title

Date

Date



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400.

**Information Technologies Status Report
June 9, 2009**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues recently addressed by Information Technologies.

General Administration:

- Have scheduled cabling work for the Law & Justice Center
- Have scheduled replacement of Core Switch
- Began interviewing for replacement of Assistant Director
- Began working on FY 2010 Budget
- Assisted Circuit Clerk in reviewing automated citation options
- Coordinated informational transitions between retirees and their successors
- Participated in Illinois Digital Summit Planning Committee

Hardware/Network

- Implemented new GIS hardware & software
- Replaced failing drive on key server
- Quoted PCs for upcoming purchase
- Replaced failing drives on SAN and Server
- Deployed all new PCs to the Nursing Home prior to Mr Lees retirement
- Ordered new routers for installation at several facilities.

Programming/Database/Web

- Working on converting EJS to web-based platform
- Reviewed Civil Enhancement priorities with Circuit Clerk and vendor
- Loaded latest revision of Child Support dataload & communicated issues to vendor
- Working on drug court software system

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Technologies

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT is made this 15th day of May, 2009 and is an amendment to that certain INTERGOVERNMENTAL AGREEMENT ("Agreement") dated April 25, 2003 and the first amendment thereto dated May 4, 2004 ("1st Amendment") between the Public Building Commission of McLean, Illinois ("PBC") and the County of McLean of the State of Illinois ("County").

WITNESSTH

WHEREAS, pursuant to the terms of the Agreement and the 1st Amendment, the PBC agreed to pay for the restoration of the dome on the old courthouse building in downtown Bloomington; and

WHEREAS, the project was completed at a total cost of \$1,221,394.16; and

WHEREAS, the PBC received \$500,000.00 from the Illinois Department of Natural Resources to apply against the construction costs and received \$226,000.00 from the County of McLean to apply on the project leaving a balance due from the County of McLean of \$495,394.16; and

WHEREAS, pursuant to the 1st Amendment the County agreed to reimburse the PBC the full amount of the unrecovered costs of \$495,394.16 in annual installments over 10 years beginning July 1, 2005 through and including July 1, 2014, and

WHEREAS, the remaining balance due the PBC from the County pursuant to the terms of the 1st Amendment is \$296,298.00; and

WHEREAS, the Law & Justice Center owned by the PBC was severely damaged following an explosion in June 2003 and the County immediately proceeded to undertake the repair of the damaged building and to pay for the same despite its ownership by the PBC and has expended over and above all insurance recovery and litigation settlement the sum of \$564,810.49 and the PBC has agreed to reimburse the County for such unreimbursed expenses to its building the sum of \$296,298.00.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The PBC agrees to reimburse the County the sum of \$296,298.00 as partial and final reimbursement of the County's unreimbursed expense of \$564,810.49 for repairs to the Law & Justice Center following the explosion loss in June 2003.

2. The County agrees to pay the PBC on or before July 1, 2009, as payment in full of all amounts due from the County to the PBC pursuant to the Agreement and 1st Amendment, the sum of \$296,298.00 and from and after said payment, the County shall have no further obligation to the PBC pursuant to the Agreement and 1st Amendment.

IN WITNESS WHEREOF the Parties have set their respective hand by their authorized officers to be effective upon the last date appearing opposite the signature of the authorized officer.

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

BY Robert King 5/15/09
Its Chairman Date-

ATTEST:

[Signature]
Its Secretary

COUNTY OF MCLEAN

BY _____
Chairman of the County Board. Date-

ATTEST:

Its County Clerk



McLean County

EMERGENCY MANAGEMENT AGENCY
(309) 888-5020 FAX: (309) 888-5534
104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

May 26, 2009

To: Tari Renner, Chairman Justice Committee

From: *Curtis*
Curtis Hawk, EMA Director

Re: Illinois Federal Surplus Property Program:

At the June meeting I would like to present to the Justice Committee for their approval a Resolution and Application to reinstate our participation in the State of Illinois Federal Surplus Property Program.

This program will allow all County Departments to purchase items that are surplus in the State of Illinois through our approved account. The previous Resolution allowed BSDA/EMA, Highway and Sheriff's Departments and many of the local communities to purchase items utilizing this service through our account saving several dollars for the County and other local Communities.

That agreement has expired requiring us to update our records and reapply to ensure continuing eligibility.

Please feel free to contact me should you have further questions.

Thank you.

cc: Terry Lindburg

Enclosures (2)

MCH/dm

**RESOLUTION AUTHORIZING THE McLEAN COUNTY
EMERGENCY MANAGEMENT AGENCY
TO PARTICIPATE IN THE STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM**

WHEREAS, the Illinois State Agency for Federal Surplus Property, by authority of the Federal Property and Administrative Services Act of 1949, as amended, makes available Federal Surplus Personal Property to public agencies for public purposes and to non-profit tax-exempt health and educational institutions; and

WHEREAS, the County of McLean certifies that it is a public agency exempt from taxation under Section 501 of the U.S. Internal Revenue Code of 1954; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of Surplus Property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, the McLean County Emergency Management Agency agrees to the following terms and conditions: to use the surplus property only in the official program in which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade, or tear down the property without written consent from the State of Illinois; and

WHEREAS, the McLean County Emergency Management Agency understands that the surplus property must be used in an authorized program and that personal use or non-use of the surplus property is not allowed; now, therefore

BE IT RESOLVED by the McLean County Board that the McLean County Emergency Management Agency is authorized to participate in the State of Illinois Federal Surplus Property Program.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management
1924 South 10 1/2 Street
Springfield IL 62703
To Receive Federal Surplus Property (41 CFR 101-44-207)

APPLICATION FOR ELIGIBILITY

CURRENT FEDERAL SURPLUS ACCOUNT NUMBER: E0649-012

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

McLean County Emergency Management Agency Federal Tax ID # E9994-9946-05

104 W. Front Street, Bloomington, IL 61702-2400
Mailing Address (P.O. Box #, Street, City & State) Zip Code

McLean County Telephone # (309) 880-5020
Street Address/ Location (if different from mailing address) County Telephone #

II. APPLICANT STATUS (CHECK ONE):

- Public Agency including Public Schools
Nonprofit, tax-exempt organization (Provide Evidence)
Nonprofit Health -OR- Nonprofit Education

III. TYPE OR PURPOSE OF ORGANIZATION:

- State, County, City/Village, Education, Health, Township, Road Dist., Public Safety, College or University, Secondary School, Elementary School, Program for Older Individuals, Library, Hospital, School for Handicapped, Assistance to Homeless, Child Care Center, Museum, Training Ctr., Radio/TV Station, Nursing Home, Health Ctr/ Clinic, Assistance to Needy, Other

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAM OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED. (REQUIRED)

V. SOURCES OF FUNDING (ATTACH SUPPORTING DOCUMENTATION):
Tax Supported, Grant, Contributions, Other (Specify)

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954: (COPY REQUIRED)

VII. HAS THE ORGANIZATION BEEN APPROVED, ACCREDITED, OR LICENSED? YES (COPY REQUIRED) BY WHAT AUTHORITY? IEMA

VIII. 5/22/09 Date Curtis Hawk Applicant Signature

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management
1924 South 10 1/2 Street
Springfield IL 62703

AUTHORIZED REPRESENTATIVES

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

McLean County Emergency Management Agency
Name of Organization
104 W. Front Street, Bloomington, IL
Mailing Address (P.O. Box #, Street, City & State)
Curtis Hawk
Administrative Head
61702-2400
Zip Code

Street Address/Location (if different from mailing address)
McLean
County
(309) 888-5020
Telephone #
Curtis Hawk
Send Correspondence to the Above Named Representative
(309) 888-5534
Fax #

(If you have an e-mail address and wish us to contact you in this manner, please specify address on line given below)
Federal Tax ID#:

II. THE FOLLOWING REPRESENTATIVES ARE DESIGNATED TO:

- A. Represent Donee Organization as its authorized agent; and
B. Acquire Federal surplus property on behalf of the Donee Organization; and
C. Obligate necessary Donee Organization funds for this purpose; and
D. Execute Distribution Documents binding the Donee Organization to the terms, conditions, reservations, and restrictions applying to property obtained through the agency.

UPDATE REQUEST

III. CURRENT DESIGNATIONS
(All previous authorizations will be deleted)

List all personnel who will be authorized to secure Federal Surplus property for this account.

IV. REPRESENTATIVES

Table with 3 columns: Name, Title, Signature. Row 1: Curtis Hawk, Director. Row 2: Robert Clark, Assistant Director.

V. CERTIFICATION

5/22/09
Date

Curtis Hawk
Signature of Authorized Official (Applicant)
DIRECTOR EMA
Title

LENGTH OF ELIGIBILITY GRANTED: YEAR(S)
(FOR STATE AGENCY USE ONLY)

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management
1924 South 10 1/2 Street
Springfield IL 62703

NONDISCRIMINATION ASSURANCE

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

McLean County Emergency Management Agency
Name of Organization

104 W. Front Street, Bloomington, IL 61702-2400
Mailing Address (P.O. Box #, Street, City & State) Zip Code

Street Address/ Location (If different from mailing address)
McLean (309) 888-5020
County

McLean County Emergency Management Agency, the donee,
(Name of Organization)

agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R. 101-6.2 and 101-B) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations, (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

5/22/09
Date

[Signature]
Signature of Authorized Official (Applicant)

FOR STATE AGENCY USE ONLY

This applicant has been determined: eligible ineligible conditionally eligible
as: a public agency nonprofit education nonprofit health

Account Number: _____ Eligibility Expires: _____
Date: _____ Director: _____

LENGTH OF ELIGIBILITY GRANTED: _____ YEAR(S)
(enter on Authorized Representatives page)

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management
1924 South 10 1/2 Street
Springfield IL 62703

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM

(Please type or print in blue or black ink only)

SECTION I: Provide the full legal name of your organization on the first line of this section. Provide the mailing address of your organization as recognized by the U.S. Postal Service. Include ZIP Code. Provide the street address if different from mailing address, or provide directions if located on a rural route or other remote area. List the county in which the organization is actually located and a business telephone number with area code.

SECTION II: Check the appropriate box which describes your organization. If you are unable to determine which status to check, please contact this office for assistance at (217) 785-6903.

SECTION III: Check the appropriate box or boxes (check all that apply) that indicates the type or purpose of your organization.

SECTION IV: A comprehensive written description of all programs or services provided is required. A description of the operational facilities should also be included. Be sure to include information of staff and staff qualifications, hours of operation, services and programs offered, population or enrollment, fees charged, etc. Include samples of pamphlets, catalogs, brochures or posters. If incorporated, include complete copy of Articles of Incorporation with all filing certificates and amendments, and a copy of your current bylaws.

SECTION V: Check the appropriate box which indicates the organization's sources of funding. Supporting documentation indicating the types and amounts of funding must be submitted with the completed application (copy of current budget and/or tax levy, if applicable, would be acceptable).

SECTION VI: All applicants making application as "nonprofit, tax-exempt organizations" must provide a copy of the IRS determination letter indicating tax exemption under Section 501 of the IRS Code of 1954. The name and address of the organization on this IRS letter must match the name and address provided in Section I of this application. If not, include sufficient evidence such as amendments to Articles of Incorporation, or Assumed Name filing certificates to establish as "audit trail" of names showing the legal connection.

SECTION VII: Applicants making application as "nonprofit, tax-exempt organization" are required to submit evidence that the applicant is currently approved, accredited, or licensed. Programs for older individuals must include evidence of funding under the Older Americans Act of 1965; Titles IV or XX of the Social Security Act; Titles VIII or X of the Economic Development Act of 1964; or the Community Services Block Grant Act. Providers of assistance to homeless individuals must include a letter from the mayor, county judge, city or county health offices or comparable authority which certifies that applicant is a "provider of assistance to the homeless". The certification must identify the service or assistance being provided and the number of individuals receiving such assistance.

SECTION VIII: Annotate date and provide an original signature of applicant's Authorized Official (President, Chairman of the Board, County Judge, Mayor, City Manager, Executive Director, Administrator, Fire Chief, or other comparable authorized official). Photo copied, rubber stamped, machine produced, carbon, or other facsimile-type signatures are not acceptable.

NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. USE THIS INSTRUCTION SHEET AS YOUR CHECK LIST TO ASSURE ALL REQUIRED INFORMATION AND DOCUMENTATION IS PROVIDED. IF YOU HAVE A QUESTION OR NEED ASSISTANCE CALL (217) 785-6903. PLEASE RETAIN A COPY FOR YOUR RECORDS AND SUBMIT THE ORIGINAL TO THE ADDRESS ABOVE.

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management
1924 South 10 1/2 Street
Springfield IL 62703

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM

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Memo

To: Honorable Members of the Justice Committee
Cc: Chief Judge Elizabeth Robb
From: Lori A. McCormick
Date: 5/26/2009
Re: Medicaid Reimbursement for Placement Cost

Since State Fiscal Year 1999 McLean County has been able to utilize the State's automated claims processing system to facilitate Medicaid reimbursement for those youth whose guardianship is transferred to McLean County Court Services for placement purposes. I have attached the new Intergovernmental Agreement between McLean County and Department of Healthcare and Family Services for the Juvenile Rehabilitation Medicaid Matching Fund Program. By signing this agreement our office will be able to continue to receive reimbursement for a percentage of the medical and behavioral health services that youth receive while in placement.

McLean County presently expends approximately \$115,000 to \$125,000 annually for the placement of youth in residential treatment programs. The Public Aid program reimburses McLean County a certain percentage of the cost of the placement for these youth. For example, at the present time, a youth who is placed at a treatment program such as Arrowhead Ranch at a daily cost of \$127.91 per day, the county is reimbursed \$29.82 for every day the youth is in placement. The court services office has and will continue to be responsible for the data entry and filing the claims for the reimbursement.

I have attached the agreement for your consideration.

I will be at the upcoming Justice Committee meeting to answer any questions you may have on this issue.

State of Illinois
Intergovernmental Agreement
between the
Department of Healthcare and Family Services
and
McLean County
regarding medical and behavioral health services

Subject to the provisions of the *Illinois Public Aid Code* (305 ILCS 5/12-4.7 and 5/12-10.4), the State of Illinois, acting by and through the Department of Healthcare and Family Services ("Department"), and County of McLean ("County"), hereby enter into this intergovernmental agreement ("Agreement").

WHEREAS, the Department and the County are committed to a coordinated, effective, and responsive system of medical and behavioral health care services for adults and juveniles under their jurisdictions; and

WHEREAS, the Department is the single State agency that administers the Medical Programs under (a) the *Illinois Public Aid Code* (305 ILCS 5/1-1 *et seq.*) and Title XIX of the *Social Security Act* and (b) the children's health insurance programs established under the *Illinois Insurance Code* (215 ILCS 106/1 *et seq.* and 170/1 *et seq.*) and Title XXI of the *Social Security Act*; and

WHEREAS, the County is responsible for the provision of certain medical and behavioral health services for eligible adults and juveniles under county jurisdiction that are reimbursable under the Medical Programs; and

WHEREAS, the County makes expenditures for such services; and

WHEREAS, federal financial participation may be available for these expenditures; and

WHEREAS, only the Department is able to pursue this federal financial participation.

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

**Article I
INTRODUCTION**

This Agreement defines the rights and responsibilities of the Department and the County regarding programs facilitated by these government agencies. It delineates the respective responsibilities, roles, resources and financial obligations associated with the administration of claiming for medical and behavioral health care services included within the Medical Programs.

**Article II
DEFINITIONS**

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

- 2.1 "COS" means category of service, as defined by the Department for operation of its Medicaid Management Information System
- 2.2 "Clean Claim" means the submission of a request for payment for Covered Service (a) submitted by a Provider within twelve (12) months of the date upon which the Covered Service is provided to the

Client and (b) contains the information, appropriately coded, in the required form and format, that is necessary to adjudicate the claim.

- 2.3 "Claim Information" means the submission by the County to the Department, or its designee, of certification that the County has paid Clean Claims to Providers for Covered Services provided to Clients.
- 2.4 "Client" means an individual who has been committed by an Illinois court to a mental health facility and has received Covered Services from a Provider, and who is either: (A) under the age of 21, meets the eligibility requirements of the Medicaid State Plan pursuant to Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.) and is enrolled in the Medical Assistance program; or (B) meets the eligibility requirements of the State Plan pursuant to Title XXI of the Social Security Act (42 U.S.C. 1397 et seq) and is enrolled in the State Children's Health Insurance Program.
- 2.5 "Covered Services" means services, as defined by the Department in the Title XIX State plan, *Handbook for Providers*, and notifications to providers, the *Illinois Administrative Code*, the Rule 132 Service Definitions and Reimbursement Guide, and, if applicable, the handbooks and notifications issued by other State agencies in support of the Medical Programs, to the extent that they are eligible for federal reimbursement under the Medical Programs.
- (a) COS 033 – Mental Health Clinic Option Services
- (b) COS 034 – Mental Health Rehab Option Services
- (c) COS 047 – Mental Health Targeted Case Management Services
- 2.6 "Provider" means a person, certified to provide Covered Services to Clients by and enrolled with the Department to do so, that has not been terminated, barred, or suspended from providing Covered Services.
- 2.7 "FFP" means federal financial participation, or federal matching funds, earned on eligible expenditures under a Titles XIX of XXI of the *Social Security Act*.
- 2.8 "HIPAA" means the federal *Health Insurance Portability and Accountability Act of 1996 (Public Law 104-0191)*.
- 2.9 "Medical Programs" means the health care coverage programs administered by the Department, including, but not limited to, those administered under Articles V and VI of the *Illinois Public Aid Code* (305 ILCS 5/5-1 et seq. and 6/6-1 et seq.), the *Children's Health Insurance Program* (215 ILCS 215/106), the *Illinois Insurance Code* (215 ILCS 106/1 et seq. and 170/1 et seq.), and Titles XIX and XXI of the *Social Security Act* (42 U.S.C. 1396 et seq.).
- 2.10 "SCHIP" means the State Children's Health Insurance Program authorized under Title XXI of the *Social Security Act* (42 U.S.C. 1397aa et seq.) and the *Children's Health Insurance Program Act* (215 ILCS 106).

Article III MUTUAL RESPONSIBILITIES

- 3.1 The Department and the County shall assign responsibilities to senior staff from their respective entities to implement, supervise, and function as liaisons as it relates to the operation and evaluation of this Agreement.
- 3.2 The Department and the County shall coordinate internal and intergovernmental procedures to facilitate the necessary implementation of this Agreement and to include, as appropriate, those procedures in their respective policy manuals, handbooks and claiming guides.

- 3.3 Information contained in the databases of the respective agencies that identifies Clients is subject to the confidentiality provisions of federal and State statutes, rules, and regulations. When confidential information is exchanged by the Department and the County, the following rules shall apply: (a) the confidential nature of the information must be preserved; (b) the information furnished must be used only for the purposes for which it was made available; (c) assurance must be given that the proper steps shall be taken to safeguard the information; and, (d) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- 3.4 The Department and the County shall abide by all applicable federal and State laws that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental disability.
- 3.5 Nothing contained herein serves to limit, alter, or amend either party's duties, rights or responsibilities as set out in applicable federal and State statutes, rules or regulations.
- 3.6 Nothing contained herein shall be construed as an agreement to perform any illegal act or to perform any act not permitted by the Department or the County. In the event that the Agreement is contrary to statute, regulation or rule, it shall terminate immediately. However, should any portion or portions of this Agreement be found to be contrary to statute, rule or regulation, said portion or portions shall be severed from the Agreement so as not to render the entire Agreement void.
- 3.7 The Department and the County shall comply with all federally mandated HIPAA requirements for privacy, security and electronic storage, and transfer of medical information.
- 3.8 The Department and the County shall comply with all manuals and guides that are applicable to this agreement, as amended from time to time and as approved by the Department.

**Article IV
COUNTY'S RIGHTS AND RESPONSIBILITIES**

4.1 Submission of Claim Information.

- (a) The County shall submit Claim Information to the Department or its designee, according to Department specifications, on a medium, in the format, and on a time frame specified by the Department.

By submitting Claim Information, the County certifies that the certified expenditure:

- (i) Was made for a Covered Service.
- (ii) Was made in support of the Medical Programs and provided to an individual who, on the date of service, was enrolled in one of the Medical Programs administered by the Department.
- (iii) Was provided by a health care provider qualified, under the provisions of 59 Ill. Adm. Code 132ff., to provide those services and was certified to participate in the HFS's Medical Programs.
- (iv) Was made in compliance with the applicable rules and policies of the Department and may be eligible for FFP.
- (v) Was not made from federal funding sources or the local dollars required to match federal funds.
- (vi) Is properly documented and that documentation is available for audit and review.

- (b) The County shall not submit Claim Information on any claim for payment that is not a Clean Claim; i.e. that was not submitted by the Provider within one (1) year after the Covered Service is provided to the Client, did not contain the information requested on the required form, or was not appropriately coded.
 - (c) Claim Information shall be submitted only in a form and format specified by the Department.
- 4.2 **Rejected Claim Information.** The County, or its agent, shall be responsible for correcting any claim determined by the Department not to be a Clean Claim and for resubmitting corrected Claim Information to the Department or its designee within the time period specified above.
- 4.3 **Time Limit.** The County understands that the Department cannot claim FFP for any claim that is not a Clean Claim, and that the Department can only submit a claim for FFP for any Covered Service within 637 days after the calendar quarter in which the expenditure was incurred, in order to be in compliance with Federal regulations.
- 4.4 **Audits.** To the extent applicable, the County shall comply with the requirements of *Office Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, including the requirement for an audit contained in Subpart B of that *Circular*.
- 4.5 **Other Duties.** The County, or its agent, shall perform all data preparation and entry functions, including, but not limited to, system maintenance and error resolution.
- 4.6 **Employees and contractors.** The County shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Agreement and at least annually thereafter, by:
- (a) Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; and
 - (b) Reviewing the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>)
 - (c) For Purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:
 - (i) Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, any program under federal law, including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
 - (ii) Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
 - (iii) Has been convicted of a criminal offense related to the provision of health care items or services in the last ten (10) years.
 - (d) The County shall terminate its relations with any employee, contractor or subcontractor immediately upon learning that such employee, contractor or subcontractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.
- 4.7 **Ethics.** The County certifies that it is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal or

State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq. If at any time during the term of this Agreement, the County becomes barred, suspended, or excluded from participation in this transaction, the County shall, within thirty (30) days of becoming barred, suspended or excluded, provide to the Department a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence completed.

- 4.8 Vendor, as defined in Public Act 95-0971 and Executive Order 3 (2008), certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Vendors and their affiliates.

Vendor further certifies, in accordance with Executive Order 3 (2008), that Vendor will not perform any prohibited act listed in Executive Order 3 (2008)(III)(B), and acknowledges a continuing duty to report to the appropriate State Agency any contributions made by Vendor, or its affiliated entities and persons, during the term of the Contract and for a period of two years after the end of the contract term.

Vendor further certifies, in accordance with Public Act 95-0971, as applicable:

- Vendor is not required to register as a business entity with the State Board of Elections.
- or
- Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Article V DEPARTMENT RESPONSIBILITIES

- 5.1 **Federal Matching Funds.** The Department shall use Claim Information on paid Clean Claims to claim FFP and deposit the same into the appropriate State fund.
- 5.2 **Fund Disbursements.** The Department shall disburse monies to the County for reimbursement of Clean Claims paid by the County. Reimbursement shall not exceed the amount of FFP received by the Department for Clean Claims paid by the County. FFP shall be distributed as follows:
- 5.2.1 For counties that received FFP for these services under an intergovernmental agreement that was executed before April 1, 2009, the county shall receive 100% of the FFP received for such claims.
- 5.2.2 For any other county, the county shall receive 96% of the FFP received for such services and 4% will be retained by the Department to cover the State's administrative costs.
- 5.3 **Claim Information Processing.**
- (a) Certification and Claim Information on Clean Claims paid will be processed in the Department's Medical Assistance payment cycle.
- (b) Claim information that the Department, in its sole discretion, determines not to be a Clean Claim shall be rejected and the Department shall send the County a report regarding the

rejected Claim information. The Department will not submit a claim for FFP for any claim that the Department determines is not a Clean Claim.

Article VI
CONDITIONS FOR REIMBURSEMENT

- 6.1 The County agrees to bear the non-federal share of program costs necessary to claim and receive FFP under this Agreement.
- 6.2 The Department will notify the County of all federal disallowances and deferrals for claims submitted pursuant to this Agreement and all agreements, which incorporate this Agreement. The Department, in consultation with the County, shall prepare an appropriate response for submission to the appropriate federal agency. If there is a finding that requires repayment of FFP, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the repayment amount exceeds the amount otherwise due to the County, the County shall immediately refund all amounts that may be due to the Department.

Article VII
ADMINISTRATIVE COSTS

County administrative costs applicable to the Medicaid Program population served may be eligible for FFP. Certification of administrative expenditures is subject to the provisions of 89 *Ill. Admin. Code* 140.850.

Article VIII
PERIODIC REVIEW

This Agreement shall be periodically reviewed as follows:

- 8.1 **Periodic Review.** At the request of either agency, a formal review may be scheduled to modify, amend or terminate this Agreement.
- 8.2 **Change in the Agreement.** Any changes to this Agreement shall be subject to discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

Article IX
TERM AND TERMINATION OF AGREEMENT

- 9.1 **Term.** This Agreement shall be effective on the first day of the calendar quarter during which both parties have executed this Agreement and shall continue in full force and effect for a period of time that equals the term of office of the administering County official that first executes the agreement. Thereafter, this Agreement shall automatically renew for an additional period of time that equals the term of office of each successor-administering County official, unless it is terminated as set forth herein.
- 9.2 **Availability of Funds.** This Agreement is subject to the availability of Department appropriation or the availability of federal funds for the purpose outlined in the Agreement. In the event funds are not appropriated or available for any fiscal period, the remainder of this Agreement shall be canceled without penalty to, or further payment being required by, the Department. The Department shall give the County notice of such termination for failure of funding as soon as

practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease immediately upon notice by the Department of lack of appropriated funds. The Department's obligations hereunder shall also be subject to immediate termination and cancellation at any time when there are not sufficient authorized funds lawfully available to the Department to meet such obligations.

- 9.3 **Other Termination Rights.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons:
- (a) If funds become unavailable as set forth in Section 11.2 of this Agreement.
 - (b) If the County breaches any of the representations, warranties or covenants set forth in this Agreement, which breach inhibits the Department's ability to collect FFP.
 - (c) If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement.
 - (d) If the parties fail to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

Article X GENERAL TERMS

- 10.1 **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 10.2 **Amendments Necessary for Statutory or Regulatory Compliance.** In the event any change in applicable law or regulation affects the validity of any portion of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to comply with applicable law or regulation. If the parties are unable to agree upon a mutually acceptable amendment within sixty (60) days, this Agreement shall automatically terminate.
- 10.3 **Audits and Records.**
- (a) **Right of Audit.** This Agreement and all books, records, and supporting documents related therefore shall be available for review or audit by State and federal officials, including the Department and its representatives, the Department's Office of Inspector General, the Illinois State Police Medicaid Fraud Control Unit, federal auditors, and the Illinois Auditor General, and other State and federal agencies with monitoring authority related to the Medical Assistance Program ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceeds the amount otherwise due to the County, the County shall immediately refund all amounts that may be due to the Department.
 - (b) **Retention of Records.** The County shall maintain all business, professional, and other records in accordance with the specific terms and conditions of this Agreement and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the

Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents as required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

10.4 **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims.

10.5 **Confidentiality.**

(a) **Confidentiality of Identified Information.** Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that has been reasonably identified either as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

(b) **Confidentiality of Program Recipient Identification.** The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected by the County and its employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, from unauthorized disclosure, pursuant to: 305 *ILCS* 5/11-9, 11-10, and 11-12; 42 *USC* 654(26); 42 *CFR* part 431, subpart F; and, *Illinois Rules of Court*.

10.6 **Notices.** All notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telecopier (facsimile) number set forth below by one of the following methods: (a) delivered in person, obtaining a signature indicating successful delivery; (b) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (c) sent by certified mail, obtaining a signature indicating successful delivery; or (d) transmitted facsimile, producing a document indicating the date and time of successful transmission. Either party may, at any time, give notice in writing to the other party of a change of name, address, or telephone or telecopier (facsimile) number.

To the County: County name _____
Address _____

Telephone: _____
Telecopier: _____
E-mail address: _____

To the Department: Department of Healthcare and Family Services
Bureau of Program and Reimbursement Analysis
201 South Grand Avenue East
Springfield, Illinois 62763-0001

Telephone: (217) 782-3953
Telecopier: (217) 524-2530
E-mail address: bpra@illinois.gov

Article XI

Certifications

The County certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 11.1 The County, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 11.2 The County will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 11.3 The County is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 11.4 The County complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 11.5 The County does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 11.6 The County complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 11.7 The County certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 11.8 The County certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- 11.9 The County warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former

State employee who had procurement authority at any time during the one year period preceding the procurement lobbying activity (EO No. 1 (2007)).

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their duly authorized representatives.

For the
County of McLean

For the
Department of Healthcare and Family Services

County Authorized Representative (Date)
Title _____

Barry S. Maram (Date)
Director of Healthcare and Family Services

County's FEIN: _____

Attachment A
Taxpayer Identification Certification

- A. The County certifies that:
1. The number shown on this form is the County's correct taxpayer identification number (or Grantee is waiting for a number to be issued to Grantee); and
 2. The County is not subject to backup withholding because:
 - (a) The County is exempt from backup withholding, or
 - (b) The County has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified the County that it is no longer subject to backup withholding, and
 3. The County is a U.S. person (including a U.S. resident alien).

B. County:

C. County's Taxpayer Identification Number:

D. Grantee's Legal Status (*check one*):

Governmental

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

Signature of Authorized Representative

Printed Name and Title

Date _____