



## JUSTICE COMMITTEE AGENDA

Law and Justice Center

**September 9, 2002**

Room 700

**5:15 P.M.**

1. Roll Call
2. Chairman's Approval of Minutes – August 5, 2002
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Charles Reynard, State's Attorney's Office
    - 1) Items to be Presented for Action:
      - a) Request for Approval of an Intergovernmental Agreement Between the Illinois Department of Public Aid and the McLean County State's Attorney – Child Support Enforcement Division 4-28
      - b) Request Authorization to submit grant proposals – State's Attorney's Office:
        - (1) Law Enforcement and Prosecution-Based Victim Services Programs – Victims of Crime Act (VOCA) 29-43
        - (2) Project Safe Neighborhoods – Bureau of Justice Assistance 44-48
      - c) Request Approval of Implementation Plan regarding Grant from the Illinois Criminal Justice Information Authority for the Children's Advocacy Center – State's Attorney's Office 49
    - 2) Items to be Presented for Information:
      - a) Case Load Report 50
      - b) Asset Forfeiture Report 51
      - c) General Report
      - d) Other

- B. Sandra Parker, Circuit Clerk's Office
- 1) Items to be Presented for Information:
    - a) Statistical Reports for the Month of July, 2002 52-60
    - b) General Report
    - c) Other
- C. Bill Gamblin, Administrator, E-911/ETSB
- 1) Items to be Presented for Information:
    - a) Status Report for the E-911 System 61-86
    - b) General Report
    - c) Other
- D. Beth C. Kimmerling, Coroner's Office
- 1) Items to be Presented for Information:
    - a) Monthly Report for July 2002 87
    - b) General Report
    - c) Other
- E. Roxanne Castleman, Court Services Department
- 1) Items to be Presented for Information:
    - a) Court Services Monthly Statistical Reports 88-89
    - b) Juvenile Detention Center Monthly Statistical Report 90-93
    - c) General Report
    - d) Other
- F. Amy Davis, Public Defender's Office
- 1) Items to be Presented for Information:
    - a) Monthly Caseload/Disposition Report 94-96
    - b) General Report
    - c) Other
- G. Dave Owens, Sheriff's Department
- 1) Items to be Presented for Information:
    - a) Radio system update 97-100
    - b) McLean County Detention Facility Population Report 101-102
    - c) General Report
    - d) Other
- H. Billie Larkin, Children's Advocacy Center
- 1) Items to be Presented for Information:
    - a) Monthly Statistical Report 103-104
    - b) General Report
    - c) Other

- I. Joan Naour, Correctional Health Services
  - 1) Items to be Presented for Information:
    - a) Fiscal Year 2002 Quarterly Report for the Second Quarter 105-107
    - b) General Report
    - c) Other

- J. Integrated Justice Information System Project Team
  - 1) Items to be Presented for Information:
    - a) IJIS Status Report – Information Services 108
    - d) General Report
    - e) Other

5. Recommend Payment of Bills and Transfers, if any, to County Board

6. Adjournment

e:\ann\age\j\_Sept.02

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS DEPARTMENT OF PUBLIC AID  
AND THE MCLEAN COUNTY STATE'S ATTORNEY**

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

---

**PART I — SCOPE AND DEFINITIONS**

---

- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
- B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in **Part I, Section B.**
- D. The term "TANF" is defined as Temporary Assistance for Needy Families.
- E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

---

**PART II — PARTIES' OBLIGATIONS**

---

- A. **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
  - 1. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
  - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - 3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
  - 4. The Department's Child Support Enforcement Manual.
  - 5. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
  - 6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

28 **B. Department's Obligations.** The Department agrees:

- 29 1. To refer or cause to be referred to the State's Attorney IV-D matters involving the
- 30 establishment of parentage and the establishment, modification, enforcement and collection
- 31 of IV-D child support obligations.
  
- 32 2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules,
- 33 regulations, policy and procedures affecting the handling of IV-D cases by the State's
- 34 Attorney within five (5) days after receiving said changes and amendments.
  
- 35 3. To provide assistance to the State's Attorney for initial interview of custodial and
- 36 non-custodial parents and preparation of pleadings, including a determination of arrearages
- 37 owed, as reflected in court payment and Department records.
  
- 38 4. To review all cases referred to the State's Attorney to insure that information is both
- 39 pertinent and accurate and that documents are complete.
  
- 40 5. To make available to the State's Attorney the services of its State Parent Locator Service.
  
- 41 6. To provide access to IV-D case records of the Department for use by the State's Attorney
- 42 in performing its duties under this Agreement.
  
- 43 7. To inform the State's Attorney, within time periods required by Federal regulations or
- 44 Department policy, of any change in the status or composition of a IV-D case which would
- 45 affect handling of the case by the State's Attorney.
  
- 46 8. To monitor on a monthly basis the State's Attorney's performance of and compliance with
- 47 the duties undertaken in this Agreement.
  
- 48 9. To provide training to Department or State's Attorney staff on specific issues of mutual
- 49 concern.
  
- 50 10. To furnish, at the request of the State's Attorney, available assistance, information and
- 51 documents needed by the State's Attorney in order to verify payments, amount of
- 52 collections, or reduction of claims.

53 **C. State's Attorney's Obligations.** The State's Attorney agrees:

- 54 1. To accept for handling all IV-D matters, as defined in **Part I, Section B.** of this Agreement,
- 55 and to perform and comply with the duties set forth in the Appendices, attached hereto and
- 56 made a part hereof.
  
- 57 2. To submit to the Department ninety (90) calendar days before the date of the termination
- 58 of this Agreement, a proposed budget and a personnel plan ~~submission~~ for the State's
- 59 Attorney's Title IV-D Unit for the period to be covered by an immediately succeeding
- 60 Agreement between the parties.

- 61 3. To submit to the Department ninety (90) calendar days before the date of the termination  
62 of this Agreement, a complete operational plan, hereinafter referred to as **Appendix A.**,  
63 outlining all activities to be performed by the State's Attorney's IV-D Unit in the next  
64 contract year.
- 65 4. To provide initial and ongoing training to newly assigned and existing State's Attorney staff  
66 necessary to carry out the responsibilities of this Agreement, including, but not limited to  
67 IV-D policy and procedure, the Family Support Information System (FSIS), Key  
68 Information Delivery System (KIDS), statutory provisions and case decisions relating to  
69 child support and any other matters mutually agreed upon by the parties. The State's  
70 Attorney will provide to the Department a current copy of all training packets and modules.
- 71 5. To maintain and provide to the Department and the Office of the Illinois Attorney General  
72 a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D  
73 activities and functions. Updates, corrections or changes affecting IV-D procedure will be  
74 submitted to the Department five (5) calendar days prior to their occurrence.
- 75 6. To submit monthly reports and any other reports required by the Department, the format and  
76 content of which shall be as specified by the Department after consultation with the State's  
77 Attorney, and any report required by the Federal Office of Child Support Enforcement.
- 78 7. To report to the Department, within five (5) calendar days any information obtained which  
79 may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D  
80 services.
- 81 8. To establish, maintain and update complete inventory lists of all equipment purchased and  
82 received with contract funds. Lists shall be kept separately for Electronic Data Processing  
83 (EDP) equipment and for other equipment and shall include all existing equipment which  
84 had been previously purchased with contract funds and all equipment purchased and  
85 received with contract funds during the period of this Agreement. A report detailing all such  
86 purchases made during the month shall be submitted to the Department by the 7<sup>th</sup> work  
87 business day after the end of the month along with reports of actual expenditures (**Part III,**  
88 **Section C.2.**).
- 89 9. To use all reasonable diligence in performing the duties undertaken in this Agreement.
- 90 ~~10. During the course of this contract period but no later than December 1, 2001, to meet with~~  
91 ~~a representative from the Department to discuss possible revisions to **Appendix A.** and~~  
92 ~~other sections of this Intergovernmental Agreement, effective July 1, 2002 through June 30,~~  
93 ~~2003. These discussions will include development of a statewide model for the delivery of~~  
94 ~~child support services. (Replaced with insert below moved from Appendix A)~~  
95 That when handling any case referrals made by the Department under this Agreement, the  
96 attorneys employed by the Office of the State's Attorney represent the Department  
97 exclusively, and they do not represent the custodial parent, non-custodial parent or any party  
98 to the action other than the Department. The State's Attorney understands that the Attorney  
99 General is the legal representative for the Department with regard to all appellate  
100 proceedings involving IV-D cases.

**PART III – FUNDING**

**A. Budget and Inventory.**

1. The State’s Attorney’s budget (**Appendix B., Part 1**) and Personnel Services Detail (**Appendix B., Part 2**) and operational plan (**Appendix A.**), as approved by the Department, are set forth in the Appendices, attached hereto and made a part hereof. The Maximum amount available under this Agreement for FY03 shall not exceed \$297,670. The Maximum amount available under this Agreement for FY04 shall not exceed \$124,029.
2. The State’s Attorney will secure the Department’s prior written approval for transfers into and out of the Personnel Services budget and for transfers between other line items of the budget in excess of ten percent (10%) of the total non-Personnel Services Budget.
3. The budget and expenditure reports will be reviewed by the Department at such times as the Department or the State’s Attorney deem appropriate. Should the Department determine as a result of such review(s) that an overpayment or underpayment has been made, the matter shall be rectified by separate payment by the appropriate party or by adjustment to future periodic payments owed by the Department.
4. The State’s Attorney shall conduct an inventory of equipment purchased with Department funds, using an inventory list provided by the Department, ~~and submit a detailed report of equipment to the Department~~ in accordance with the provisions of 45 CFR 74.34 and the Department’s policy. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the State’s Attorney agrees to cooperate. The State’s Attorney shall submit the report to the Department no later than December 31, 200~~2~~ and December 31, 2003 to:

Illinois Department of Public Aid  
 Division of Child Support Enforcement  
 Attn: Meredith E. Ritchie, Contract Manager  
 32 W. Randolph Street, Room 300  
 Chicago, Illinois 60601

5. In accordance with the provisions of 45 CFR 95.705, 44 Il Adm. Code 5010.660 and other State and Federal law and regulations, the State’s Attorney shall transfer to the Department, upon the request of the Department, all equipment purchased under the terms of this or any preceding Agreement between the parties, ~~or the residual value of the equipment,~~ if this Agreement is terminated or if said equipment is no longer needed by the State’s Attorney to perform its duties under this Agreement.

- 135 6. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs for  
 136 purposes of developing the State's Attorney's budget and any revisions thereto, and  
 137 computing the amount of direct and indirect costs payable under this Agreement.
- 138 7. The budget shown in **Appendix B.** results from certain assumptions, including but not  
 139 limited to salary increases as passed by County Board resolutions, regarding State's  
 140 Attorney cost rates. Should actual rates vary from the assumptions, the Department and the  
 141 State's Attorney may negotiate an amended budget.

142 **B. Funding and Payment.**

- 143 1. The Department will arrange for funding, during the period covered by this Agreement, in  
 144 accordance with existing federal regulations, to reimburse the State's Attorney for direct and  
 145 indirect costs, subject to Federal Financial Participation (FFP), incurred by the State's  
 146 Attorney in performing the duties undertaken in this Agreement. Such costs are denoted in  
 147 the budget incorporated into this Agreement as **Appendix B.** The Department will  
 148 reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with  
 149 federal regulations.
- 150 2. All funds under the terms of this Intergovernmental Agreement are to be used for the  
 151 express purpose of Title IV-D child support enforcement efforts.
- 152 ~~3. All Title IV-D funds held by the State's Attorney must be deposited in an interest-bearing~~  
 153 ~~bank account. Any interest earned on the Title IV-D money must be identified and deducted~~  
 154 ~~from actual expenditures reported to the Department.~~
- 155 43. The parties will make final determination of the necessary costs incurred under this  
 156 Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of  
 157 the close of business on the date of termination of this Agreement from expenditures  
 158 submitted by the State's Attorney. The Department will reimburse the State's Attorney for  
 159 any underpayment of such finally determined costs under **Part III, Section B.1.**, and the  
 160 State's Attorney will reimburse the Department for any overpayment under **Part III,**  
 161 **Section B.1.**, within sixty (60) calendar days after such determination.
- 162 54. The total direct and indirect costs incurred by the State's Attorney in performing the duties  
 163 undertaken in this agreement are to be one hundred (100%) funded through a combination  
 164 of federal and State funds, except for those costs not mutually agreed upon or not subject  
 165 to FFP, as provided in **Part III, Section B.1.**
- 166 65. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full  
 167 payment owed to the State's Attorney by the Department or the IV-D client under Federal  
 168 or State law for the duties performed by the State's Attorney under this Agreement. The  
 169 State's Attorney will not seek any additional payment from the Department or the IV-D  
 170 client for the performance of these duties.
- 171 76. The State's Attorney will be solely responsible and liable for all expenditure disallowances  
 172 resulting from audit by the federal Office of Child Support Enforcement or by the



173 Department. The State's Attorney will reimburse the Department for the amount of any such  
 174 disallowance; provided however, the Department shall be required to give the State's  
 175 Attorney timely notice of any such disallowances and an opportunity to rebut any question  
 176 of the State's Attorney's liability. The State's Attorney, however, shall not be held liable for  
 177 any disallowances concerning expenditures the State's Attorney undertook at the request of,  
 178 or with the written approval of, the Department.

- 179 87. All expenditure reports and revisions to expenditure reports for the period July 1, 2002,  
 180 through June 30, 2003, must be received by the Department no later than August 8, 2003,  
 181 in order to ensure payment under this Agreement. All expenditure reports and revisions to  
 182 expenditure reports for the period July 1, 2003, through November 30, 2003, must be  
 183 received by the Department no later than January 15, 2004 in order to ensure payment  
 184 under this Agreement. Failure by the State's Attorney to present such reports prior to the  
 185 August 8, 2003 and January 15, 2004 deadline may require the State's Attorney to seek  
 186 payment for such expenditures through the Illinois Court of Claims and the General  
 187 Assembly.
- 188 98. The amount of indirect costs allowable under this Agreement is the amount reflected on  
 189 **Appendix B.**

190 **C. Reimbursement, Records and Reporting.**

- 191 1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely  
 192 receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and**  
 193 **C.3.**, and upon the availability of Federal and State funds.
- 194 2. The State's Attorney will submit to the Department reports of actual expenditures ten (10)  
 195 ~~work~~ business days following the month of such expenditures. (See **Appendix C.**) Under  
 196 Illinois' Prompt Payment Act, the Department will authorize payment to the State's  
 197 Attorney within thirty (30) days after receipt of complete, accurate and valid expenditure  
 198 reports with appropriate documentation ~~in order to facilitate payment to the State's Attorney~~  
 199 ~~within sixty (60) days.~~ Reports shall be mailed to:

200 Illinois Department of Public Aid  
 201 Division of Finance and Budget  
 202 Contract & Expenditure Processing Unit  
 203 509 S. 6<sup>th</sup> Street, 3<sup>rd</sup> Floor  
 204 Springfield, Illinois 62701

- 205 3. The State's Attorney agrees to maintain and submit to the Department records, including  
 206 but not limited to, payroll records, ~~time sheets~~, purchase orders, leases, billings, adequate  
 207 to identify total time expended each month by State's Attorney staff filling positions  
 208 indicated in **Appendix B.**, and the purpose for which any non-personnel funds were  
 209 expended under this Agreement. For purposes of amounts reimbursable under **Part III,**  
 210 **Section B.1.**, only those expenses or portions thereof stated in **Appendix B.** are  
 211 reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of

payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made. The State's Attorney agrees to provide time sheets for any temporary employees or contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.

4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Local governments that receive \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the State's Attorney participates. Such audit report (s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The State's Attorney must submit two (2) copies of any required audit within thirty (30) days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:

Illinois Department of Public Aid  
 Division of Child Support Enforcement  
 Attn: Meredith E. Ritchie, Contract Manager  
 32 W. Randolph Street, Room 300  
 Chicago, Illinois 60601

5. Prior written approval from the Department must be secured by the State's Attorney in order to receive reimbursement for the following:

- a. The cost of new or additional leases or rental agreements for either real or personal property.
- b. The cost of any ~~non-expendable personal property exceeding~~ furniture and equipment of at least \$100.00 in unit cost ~~and having a life expectancy of more than one year or~~, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within ten (10) business days for EDP equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- c. The cost of any seminar fees, conference fees and travel outside of the State's Attorney's county, subject to State travel regulations as provided in **Part V, Section E.4.**

6. The onsite State's Attorney contact name and phone number for equipment and furniture inventory is:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

254 7. The Department shall be responsible for maintaining and providing supplies for any  
 255 hardware and software provided directly by the Department. The State's Attorney shall  
 256 contact the following local LAN Coordinator regarding supplies and maintenance related  
 257 for this equipment:

258 Name: \_\_\_\_\_

259 Phone Number: \_\_\_\_\_

260 8. The State's Attorney shall be responsible for obtaining hardware, software and office  
 261 equipment maintenance agreements and for purchasing supplies for all equipment purchased  
 262 under this or any Agreement between the parties.

---

**PART IV – COMPLIANCE**

---

- 263 A. If the Department determines that the State's Attorney's compliance with one or more provisions  
 264 of this Agreement is unacceptable, the ~~Department~~ State's Attorney will develop a plan for  
 265 corrective action by mutual agreement with the ~~State's Attorney~~ Department.
- 266 B. The State's Attorney agrees to take all prescribed steps and actions to comply with the  
 267 requirements of any corrective action plan agreed upon by the parties.

---

**PART V – TERMS, CONDITIONS & CERTIFICATIONS**

---

- 268 A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:
- 269 1. Provisions apply to successive events and transactions;
- 270 2. "Or" is not exclusive;
- 271 3. References to statutes and rules include subsequent amendments and successors thereto;
- 272 4. The various headings of this Agreement are provided for convenience only and shall not  
 273 affect the meaning or interpretation of this Agreement or any provision hereof;
- 274 5. If any payment or delivery hereunder shall be due on any day which is not a business day,  
 275 such payment or delivery shall be made on the next succeeding business day;
- 276 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through  
 277 Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

- 278 7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female  
279 gender (e.g., "she", "her"), and vice versa;
- 280 8. Words in the plural which should be singular by context shall be so read, and vice versa;  
281 and
- 282 9. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public  
283 Aid or any successor agency charged with administering child support enforcement or  
284 medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

285 **B. Term and Scope of Agreement.**

- 286 1. **Term.** This Agreement shall be effective on July 1, 2002, and shall continue through  
287 November 30, 2003 unless the Agreement is otherwise terminated as set forth in **Part V,**  
288 **Section C.**
- 289 2. **Renewal.** Subject to the provisions stated in **Appendix A, Paragraph 35,** this Agreement  
290 may be renewed for additional periods by each party furnishing written notification of such  
291 intent, with the time period of coverage and contract amount for such renewal specified in  
292 the written notice. In no event shall the renewal terms and the initial term of the Agreement  
293 exceed three (3) years.
- 294 3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the  
295 applicable Department's Administrative Rules, shall constitute the entire present Agreement  
296 between the parties. This Agreement constitutes a total integration of all rights, benefits and  
297 obligations of the parties, and there exist no other agreements or understandings, oral or  
298 otherwise, that bind any of the parties regarding the subject matter of this Agreement. This  
299 Agreement supersedes and revokes any prior Agreement between the parties as to the  
300 subject matter of this Agreement.

301 **C. Termination of Agreement.**

- 302 1. **Availability of Funds.** This Agreement is subject to the availability of Department  
303 appropriation and the availability of Federal funds for the purpose outlined in the  
304 Agreement. The Department's obligations hereunder shall be subject to automatic  
305 termination as provided in this **Part V, Section C.** in any year for which the General  
306 Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation  
307 or reappropriation to pay such obligations. The Department shall provide notice to the  
308 County of the cessation of funding and termination of this Agreement under this section  
309 within five (5) calendar days after the Department receives notice that its funding will cease.
- 310 2. **Termination Without Cause.** This Agreement may be terminated by the Department or  
311 by the State's Attorney without cause upon thirty (30) days' written notice to the other party.  
312 The State's Attorney, the Department and the Office of the Illinois Attorney General will  
313 all cooperate with each other to create and implement a plan for transition of child support  
314 enforcement services. Upon termination, the State's Attorney shall be paid for work  
315 satisfactorily completed prior to the date of termination.

- 316 3. **Notice of Change in Circumstances.** In the event the State’s Attorney becomes a party to  
 317 any litigation, investigation or transaction that may reasonably be considered to have a  
 318 material impact on the State’s Attorney’s ability to perform under this Agreement, the  
 319 State’s Attorney will immediately notify the Department in writing.
  
- 320 4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this  
 321 Agreement or to exercise any right or privilege hereunder shall not be construed as a  
 322 continuing or future waiver of such term, condition, right or privilege.
  
- 323 5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by  
 324 the Department for any of the following reasons. The State’s Attorney, the Department and  
 325 the Office of the Illinois Attorney General will all cooperate with each other to create and  
 326 implement a plan for transition of child support enforcement services.
  - 327 a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
  - 328 b. If the State’s Attorney breaches any of the representations, warranties or covenants set  
 329 forth in **Part V, Section G.** of this Agreement, which breach inhibits the Department’s  
 330 ability to collect FFP;
  - 331 c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a  
 332 law so as to prohibit the continuance of this Agreement or the child support enforcement  
 333 program;
  - 334 d. Upon the State’s Attorney’s refusal to amend this Agreement pursuant to **Part V, Section**  
 335 **F.2.** of this Agreement; or
  - 336 e. If an extraordinary event beyond the control of the State’s Attorney such as destruction  
 337 of the facility by fire, flood or another act of God, prevents the State’s Attorney from  
 338 fulfilling their obligations under this Agreement.

339 **D. Contract Management and Notices.**

- 340 1. **Contract Management.** The Department shall designate a Contract Manager who will  
 341 facilitate communication between the State’s Attorney and various administrative units  
 342 within the Department. All communications from the State’s Attorney to the Department  
 343 pertaining to this Agreement are to be directed to the Contract Manager at the address and  
 344 telephone number set forth herein.

345 Illinois Department of Public Aid  
 346 Division of Child Support Enforcement  
 347 Attn: Meredith E. Ritchie, Contract Manager  
 348 32 W. Randolph Street, Room 300  
 349 Chicago, Illinois 60601

350 **2. Notices.**

- 351 a. All telephonic communications between the parties shall be made to the telephone  
 352 number(s) set forth below. All written notices, requests and communications, unless  
 353 specifically required to be given by a specific method, may be: (1) delivered in person,

354 obtaining a signature indicating successful delivery; (2) sent by a recognized overnight  
 355 delivery service, obtaining a signature indicating successful delivery; (3) sent by certified  
 356 mail, obtaining a signature indicating successful delivery; or (4) transmitted by  
 357 telefacsimile, producing a document indicating the date and time of successful  
 358 transmission, to the address or telefacsimile number set forth below. Either party may at  
 359 any time give notice in writing to the other party of a change of name, address, or  
 360 telephone or telefacsimile number.

361 Department: Jackie Garner, Director  
 362 Illinois Department of Public Aid  
 363 201 South Grand Avenue East  
 364 Springfield, Illinois 62763

365 State's Attorney: Charles G. Reynard  
 366 McLean County State's Attorney  
 367 104 W. Front Street, Room 605  
 368 Bloomington, Illinois 61702-2400

369 Remittance Address: McLean County State's Attorney  
 370 P.O. Box 2400  
 371 Bloomington, Illinois 61702-2400

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

374 Department: Meredith E. Ritchie, Contract Manager  
 375 Telephone: (312) 793-3846  
 376 Fax: (312) 793-0878

377 State's Attorney: Todd C. Miller  
 378 Telephone: (309) 888-5400  
 379 Fax: (309) 888-5429

380 **E. Payment.**

- 381 1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this  
 382 Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement  
 383 results in the withholding of Federal funds from the State, the Department will withhold and  
 384 retain an equivalent amount from payment(s) to the State's Attorney until such Federal  
 385 funds are released to the State, at which time the Department will release to the State's  
 386 Attorney the equivalent withheld funds.
- 387 2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or  
 388 suspended in accordance with **Part V, Section F.4.**

- 389 3. **Computational Error.** The Department reserves the right to correct any mathematical or  
390 computational error in payment subtotals or total contractual obligation. The Department  
391 will notify the State's Attorney of any such corrections.
- 392 4. **Travel.** Payment for travel expenses will be made by the Department under this Agreement  
393 subject to State rules, regulations and reimbursement rates for those individuals associated  
394 with this Agreement.

395 **F. General Terms.**

- 396 1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply  
397 with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes  
398 and regulations of Federal, State, County and local governmental agencies which in any  
399 manner affect the terms of this Agreement.
- 400 2. **Amendments.**
- 401 a. This Agreement may be amended or modified by the mutual consent of the parties at any  
402 time during its term. Amendments to this Agreement must be in writing and signed by  
403 the parties. No change in, addition to, or waiver of any term or condition of this  
404 Agreement shall be binding on the Department unless approved in writing by an  
405 authorized representative of the Department.
- 406 b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department  
407 and receipt of a proposed amendment to this Agreement, amend this Agreement, if and  
408 when required, in the opinion of the Department, to comply with Federal or State laws  
409 or regulations, and upon the interpretation and advice of appropriate federal agency or  
410 agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign  
411 such amendment within fifteen (15) business days after receipt, this Agreement shall  
412 terminate as provided in **Part V, Section C.**
- 413 3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement  
414 without the other party's prior written consent.
- 415 4. **Audits and Records.**
- 416 a. **Right of Audit.** This Agreement, and all books, records, and supporting documents  
417 related thereto, shall be available for review or audit by State and Federal officials,  
418 including but not limited to the Department and its representatives, the Department of  
419 Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit,  
420 Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to  
421 cooperate fully with any such review or audit. Upon reasonable notice by any authority,  
422 the State's Attorney shall provide, in Illinois, or any other location designated by the  
423 authority, during normal business hours, full and complete access to the relevant portions  
424 of the State's Attorney's books and billing records as they relate to payments under this  
425 Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the  
426 Department shall adjust future or final payments otherwise due to the State's Attorney.  
427 If no payments are due and owing to the State's Attorney, or if the overpayment(s)

428 exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall  
429 immediately refund all amounts which may be due to the Department.

- 430 b. **Retention of Records.** The State's Attorney shall maintain all business, professional,  
431 and other records in accordance with State law, the specific terms and conditions of this  
432 Agreement, and pursuant to generally accepted accounting practice. The State's Attorney  
433 shall maintain, during the pendency of the Agreement and for a minimum of five (5)  
434 years after the completion of the Agreement, adequate books, records, and supporting  
435 documents to verify the amounts, recipients, and uses of all disbursements of funds  
436 passing in conjunction with the Agreement. If an audit, litigation, or other action  
437 involving the records is begun before the end of the five-year period, the records must  
438 be retained until all issues arising out of the action are resolved. Failure to maintain the  
439 books, records, and supporting documents required by this **Part V, Section F.4.** shall  
440 establish a presumption in favor of the Department for the recovery of any funds paid by  
441 the Department under the Agreement for which adequate books, records, and other  
442 documents are not available to support the purported disbursement.

443 **5. Choice of Law and Dispute Resolution.**

- 444 a. **Choice of Law.** This Agreement shall be governed by and construed according to the  
445 laws and administrative rules of the State of Illinois. Any claim against the State arising  
446 out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if  
447 jurisdiction is not accepted by that court, with the appropriate State or Federal court  
448 located in Sangamon County, Illinois.
- 449 b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a  
450 dispute as to the meaning of a requirement solely included as a result of a Federal  
451 regulation applicable to or referred to in this Agreement, the Department will request an  
452 interpretation from the appropriate Federal agency or agencies, and that interpretation  
453 will be adopted by the Department and the State's Attorney.

454 **6. Confidentiality.**

- 455 a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality  
456 of information provided by the other party, or to which the receiving party obtains access  
457 by virtue of its performance under this Agreement, that either has been reasonably  
458 identified as confidential by the disclosing party or by its nature warrants confidential  
459 treatment. The receiving party shall use such information only for the purpose of this  
460 Agreement and shall not disclose it to anyone except those of its employees who need  
461 to know the information. These nondisclosure obligations shall not apply to information  
462 that is or becomes public through no breach of this Agreement, that is received from a  
463 third party free to disclose it, that is independently developed by the receiving party, or  
464 that is required by law to be disclosed. Confidential information shall be returned to the  
465 disclosing party upon request.
- 466 b. **Confidentiality of Program Recipient Identification.** The State's Attorney shall  
467 ensure that all information, records, data, and data elements pertaining to applicants for  
468 and recipients of public assistance, or to providers, facilities, and associations, shall be  
469 protected from unauthorized disclosure by the State's Attorney and its employees and by



the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.

7. **Disputes Between State's Attorney and Other Parties.** All disputes between the State's Attorney and any subcontractor retained by the State's Attorney shall be solely between such subcontractor and the State's Attorney, and the Department shall be held harmless by the State's Attorney.

8. **Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The State's Attorney and its principals, employees, and subcontractors are prohibited from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the State's Attorney may have under the State Employees Indemnification Act. Solely for the purposes of services performed under this Agreement, the State's Attorney and its employees shall perform in the role of independent contractors of the Department. The State's Attorney shall be responsible for payment of all compensation, including pension benefits due to any person employed by State's Attorney. State's Attorney employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any State's Attorney employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Appendix B, shall not be construed to create an employment relationship between the State's Attorney employee or the State's Attorney and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.

10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement.

11. **Nondiscrimination.** The State's Attorney shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but not limited to the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The State's Attorney further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

12. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the State's Attorney may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.

13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the State's Attorney's performance under this Agreement ~~and having a useful life of one (1) year or more~~ and an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the State's Attorney decide to dispose of or transfer any equipment purchased under this or any prior agreements, the Department has the right of first refusal.

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

15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS 5/2-105.

16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1) year after its termination, the State's Attorney and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any person who is or has been employed by the other in a managerial or policy-making role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The State's Attorney shall immediately notify the Department's Ethics Officer in writing if the State's Attorney solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the State's Attorney informed as to the name and address of the Ethics Officer. Should an employee of the State's Attorney take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.

553 **17. Subcontracts.**

- 554 a. If the State's Attorney will utilize the services of a subcontractor in its performance under  
 555 this Agreement, the State's Attorney shall so state in an attachment to this Agreement  
 556 and list in that attachment the names and addresses of each subcontractor that will be  
 557 used and the expected amount of money each subcontractor will receive.
- 558 b. If the State's Attorney adds or changes any subcontractor during the term of this  
 559 Agreement, the State's Attorney shall promptly notify the Department and the Illinois  
 560 Department of Central Management Services in writing of the names, addresses and  
 561 expected amount of money each new or replaced subcontractor will receive.
- 562 c. All subcontracts must be in writing and must be reviewed and approved by the  
 563 Department prior to execution. All subcontractors are subject to all terms of this  
 564 Agreement. The State's Attorney shall remain responsible for the performance of all  
 565 subcontractors.

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

569 **G. State's Attorney Certifications.**

570 **1. General Warranties of State's Attorney.**

- 571 a. The State's Attorney warrants to the Department that:
- 572 I. The services and deliverable products herein required to be performed or provided  
 573 will be completed in a good, professional manner;
- 574 ii. The person executing this Agreement on behalf of the State's Attorney is duly  
 575 authorized to execute the Agreement and bind the State's Attorney to all terms and  
 576 conditions hereunder; and
- 577 iii. For a period of ninety (90) days after completion of all services and deliverable  
 578 products provided for under this Agreement and any subsequent related Agreement,  
 579 and acceptance of the same by the Department, any defects or problems found in  
 580 the work performed or submitted by the State's Attorney will be expeditiously  
 581 corrected by the State's Attorney without additional charge to the Department.
- 582 b. Violation of any of these warranties by the State's Attorney shall subject this Agreement  
 583 to automatic termination pursuant to **Part V, Section C.**

- 584 **2. Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not  
 585 barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS  
 586 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable  
 587 thing to any Person to induce that Person not to bid on a State contract or to recompense that  
 588 Person for not having bid on a State contract.

- 589 **3. Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract  
 590 or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

- 591 4. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The State's  
592 Attorney certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has  
593 completed the attached certification.
- 594 5. **Clean Air Act and Clean Water Act.** The State's Attorney certifies that it is in  
595 compliance with all applicable standards, orders or regulations issued pursuant to the  
596 Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act  
597 (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and  
598 Human Services and the appropriate Regional Office of the U.S. Environmental Protection  
599 Agency.
- 600 6. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting  
601 with the Department on any of the bases provided in Section 50-13 of the Illinois  
602 Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither  
603 has nor shall acquire any interest, public or private, direct or indirect, which may conflict  
604 in any manner with its performance under this Agreement, and that it shall not employ any  
605 person having such an interest in connection with its performance under the Agreement. The  
606 State's Attorney shall be under a continuing obligation to disclose any conflicts to the  
607 Department, which shall, in its sole good faith discretion, determine whether such conflict  
608 is cause for the termination of the Agreement.
- 609 7. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached  
610 State of Illinois Drug Free Workplace Certification.
- 611 8. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The State's  
612 Attorney certifies, under penalties of perjury, that the name, Federal taxpayer identification  
613 number, and legal status that appear above the State's Attorney's signature are correct.
- 614 9. **Lobbying.**
- 615 a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally  
616 appropriated funds have been paid or will be paid by or on behalf of the State's Attorney,  
617 to any person for influencing or attempting to influence an officer or employee of any  
618 agency, a Member of Congress, an officer or employee of Congress, or an employee of  
619 a Member of Congress in connection with the awarding of any Federal contract, the  
620 making of any Federal loan or grant, or the entering into of any cooperative agreement,  
621 or the extension, continuation, renewal, amendment, or modification of any Federal  
622 contract, grant, loan or cooperative agreement.
- 623 b. If any funds other than Federally appropriated funds have been paid or will be paid to any  
624 person for influencing or attempting to influence an officer or employee of any agency,  
625 a Member of Congress, an officer or employee of Congress, or an employee of a Member  
626 of Congress in connection with this Federal contract, grant, loan or cooperative  
627 agreement, the State's Attorney shall complete and submit Standard Form LLL,  
628 "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form  
629 is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal  
630 Operations.

- c. The State's Attorney shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.

11. **Non-Exclusion under Procurement Code.**

- a. **Current Exclusion.** The State's Attorney certifies that it is not 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.*).
- b. **Exclusion During Term of Contract.** If, at any time during the term of this Agreement, the State's Attorney is 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.*), the State's Attorney shall notify the Department of such debarment or suspension within 30 days after its imposition.

12. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither participates nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

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

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

669 **IV-D Program's CFDA Number is 93.563.**

670 **State's Attorney's Federal Taxpayer Identification Number Certification:**

671 **FEIN: 37-6001569**

672 **Legal Status:**

- 673  Individual  Medical and Health Care Services Provider Corporation
- 674  Sole Proprietorship  Tax Exempt Organization (IRC 501 (a) only)
- 675  Partnership  Governmental Entity
- 676  Corporation  Not-for-profit corporation
- 677  Real Estate Agent  Trust or Estate
- 678  Non Resident Alien  Foreign corporation, partnership, trust or estate

679 In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates  
680 shown, by their duly authorized representatives.

681 THE STATE OF ILLINOIS  
682 DEPARTMENT OF PUBLIC AID

MCLEAN COUNTY, ILLINOIS

683  
684 By: \_\_\_\_\_  
685 Jackie Garner, Director

By: \_\_\_\_\_  
Charles G. Reynard, State's Attorney

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

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

687 APPROVED: \_\_\_\_\_  
688 President, McLean County Board

\_\_\_\_\_  
Jim Ryan, Illinois Attorney General

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

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

**APPENDIX A  
MCLEAN COUNTY STATE'S ATTORNEY**

In this ~~Cooperative~~ Intergovernmental Agreement the parties understand that all agencies involved in the McLean County IV-D program must work effectively and cooperatively to achieve the mutual goals of the program.

The State's Attorney agrees that when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases.

The State's Attorney ~~further~~ agrees to prohibit attorneys employed by the Office of the State's Attorney in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection with the State's Attorney's representation of the Department under the terms of this Agreement.

The Department agrees to indemnify and hold the State's Attorney harmless, to the extent permitted by law, for any fees, costs, and damages, assessed against the State's Attorney, and those staff funded under the Agreement, resulting from any and all information referred by the Department to the State's Attorney which later is determined to be inaccurate.

The following standards for the State's Attorney will be monitored by the Division of Child Support Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child support enforcement program.

The State's Attorney shall:

1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) days after the State's Attorney's receipt of location of absent parent by the Department and enter all court dates into KIDS.
3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department, summonses are submitted to the Sheriff/process server for service of process.
4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) work business days of receiving results of attempts.

727 45. Request services of State Parent Locator Service within four (4) ~~working~~ business days after  
728 determining the whereabouts of the absent parent is unknown by changing status of current  
729 address in KIDS to previous.

730 56. Seek reimbursement from the non-custodial parent for costs incurred by the Department for  
731 genetic testing when ~~paternity~~ parentage is established and enter results of genetic testing in  
732 KIDS. Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of  
733 Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road,  
734 Springfield, Illinois 62702.

735 67. ~~Establish an order for support within ninety (90) calendar days on cases referred by the~~  
736 ~~Department to the State's Attorney regardless of whether or not parentage has been established~~  
737 ~~on cases referred by the Department to the State's Attorney, or effect service of process~~  
738 ~~necessary to commence proceedings to establish support and, if necessary, paternity parentage~~  
739 ~~(or document unsuccessful attempts to serve process, in accordance with the Department's~~  
740 ~~guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85).~~

741 Within ninety (90) calendar days after referral by the Department, either

- 742 a. establish an order for support regardless of whether or not parentage has been established
- 743 on cases referred by the Department to the State's Attorney, or
- 744 b. effect service of process necessary to commence proceedings to establish support and,
- 745 if necessary, paternity (or document unsuccessful service of process, in accordance with
- 746 the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm.
- 747 Code 160.85 by retaining a copy of the return of service in the case file), or
- 748 c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time
- 749 frame.

750 The State's Attorney will also ensure that any deviation from guidelines is noted and explained  
751 on the order, and that the amount that would have been ordered under the guidelines is shown.  
752 The State's Attorney shall follow state presumptive guidelines on parentage cases, including  
753 seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be  
754 calculated from the date the respondent was served with the complaint. Retroactive support will  
755 be requested, consistent with State law and Department rules. Temporary support will be  
756 requested until a permanent support order is entered, consistent with State law.

757 78. Complete actions to establish an order for support regardless of whether or not  
758 ~~paternity~~ parentage has been established for support from ~~the date of filing or~~ the date of service  
759 of process, ~~whichever is later~~, within the following time frames:

- 760 (1.) 75 percent in six (6) months;
- 761 (2.) 90 percent in twelve (12) months.

762 89. File an action to enforce an existing order for support within 30 calendar days after the date the  
763 Department identifies a delinquency or other support related noncompliance with the order or  
764 the location of the absent parent, whichever occurs later.

765 910. File an action to modify an existing order for support within 30 calendar days after the date the  
766 Department identifies the location of the absent parent and notifies the State's Attorney.



- 767        ~~10~~11. Seek medical insurance coverage for each child from the non-custodial parent. Medical  
768 insurance coverage must be addressed in all support orders whether or not the NCP is  
769 ordered to provide it.
- 770        ~~11~~12. Seek ~~reimbursement of public assistance from non-custodial parents~~; retroactive support in  
771 accordance with Department policy.
- 772        ~~12~~13. Seek entry of orders that provide for immediate income withholding.
- 773        ~~13~~14. Notify the Department, whenever possible, at least 30 days in advance of the court date, of  
774 the need for Department services, including but not limited to, initial or updated arrearage  
775 calculations.
- 776        ~~14~~15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk  
777 and all parties after the end of each court session.
- 778        ~~15~~16. Seek from each non-custodial parent appearing in court his or her Social Security Number,  
779 source and the amount of income, home and employer address, and driver's license  
780 information, and record any informational additions or changes and submit same for data  
781 entry.
- 782        ~~16~~17. Record in KIDS out of court non-cooperation cases within five (5) ~~work~~ business days after  
783 a TANF client's failure to cooperate with the State's Attorney. The State's Attorney will  
784 ensure that non-cooperation in Court is addressed in the relevant court order. The State's  
785 Attorney will provide to the Department a completed Form DPA 493A in each case in  
786 which a TANF client cooperates after having been previously reported as uncooperative.
- 787        ~~17~~18. ~~Submit a completed reporting form (Order Summary Form or successor form), court order~~  
788 ~~if appropriate, for each case referred, and all orders resulting from a respondent's filing a~~  
789 ~~Petition to Stay, Provide to the Department a copy of all support orders and related data~~  
790 ~~sheets within five (5) working business days after the legal action.~~
- 791        ~~18~~19. Provide to the Department information on a client that the State's Attorney suspects is  
792 receiving TANF illegally.
- 793        ~~19~~20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage  
794 owed to the Department without the Department's expressed prior approval. Doing so shall  
795 result in a reduction of funds payable to the State's Attorney equal to the amount of the  
796 reduction of the debt. If the State's Attorney relies upon the Department calculations when  
797 providing arrearage figures to the court, the Department will not be entitled to liquidated  
798 damages. At no time will the State's Attorney agree to entry of an order excluding use of  
799 an Offset Program.
- 800        2021. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate  
801 parentage where such settlement contains the exchange of a finding of ~~paternity~~ parentage  
802 for a duty of support.

2122. Mail all URESA/UIFSA orders to the Department within seven (7) work business days after entry by the Courts.

2223. Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Assistant State's Attorney that represented the Department in the trial court shall inform the Department's IV-D Technical Advisor Judicial Legal Liaison by telephone or facsimile transmission and provide a report with all necessary supporting documentation, shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Public Aid	Illinois Department of Public Aid
Office of General Counsel	Division of Child Support Enforcement
Owen Field, General Counsel	Yvette Perez-Trevino, Judicial Legal Liaison
100 W. Randolph Street, 10 <sup>th</sup> Floor	280 East Indian Trail Road
Chicago, Illinois 60601	Aurora, Illinois 60505

and the Public Aid Bureau of the Office of the Attorney General as listed in **Appendix A.32.**

24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.

2325. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.

2426. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.

2527. Keep the Department informed of State's Attorney staff assignments as they relate to this Agreement by notifying the Contract Manager.

~~26. Take all prescribed steps and actions to comply with the requirements of any corrective action plan mutually agreed upon with the Department.~~

2728. Respond to status requests and inquiries from the Department within five (5) work business days after the request or inquiry.

2829. Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.

2930. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.

841 3031. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing  
 842 language departing from federally required distribution of child support payments. All child  
 843 support orders entered must be made payable to the SDU.

844 3132. Provide written description of any perceived conflict of interest to the Office of the Illinois  
 845 ~~Attorney General's Public Aid Claims Enforcement Bureau, 301 E. Monroe, Springfield,~~  
 846 ~~Illinois 62706~~ for review and determination to:

847 Office of the Illinois Attorney General	Illinois Department of Public Aid
848 Public Aid Claims Enforcement Bureau	Office of General Counsel
849 301 E. Monroe	Owen Field, General Counsel
850 Springfield, Illinois 62706	100 W. Randolph Street, 10 <sup>th</sup> Floor
851	Chicago, Illinois 60601

852 33. File proof of claims, when appropriate, in bankruptcy court to preserve and enforce child  
 853 support obligations.

854 34. Pursue asset seizure action through the utilization of citations to discover assets and/or non-  
 855 wage garnishments.

856 35. a. Increase the number of cases with financial court orders by assuming an integrated role in  
 857 case management involving the non-assistance client population requesting services from  
 858 DCSE. As part of this goal, the State's Attorney staff shall work with the Department's  
 859 regional manager in case referral and preparation. The regional manager shall provide a  
 860 quarterly report to the State's Attorney which will tally the number of non-assistance cases  
 861 without financial court orders and shall hold a meeting with the State's Attorney once each  
 862 quarter to discuss results. Increasing the number of non-assistance financial court orders can  
 863 be accomplished by:

- 864 1. Requesting the deletion of any duplicate cases;
- 865 2. Obtaining signed cancellation requests from clients no longer wanting Child  
 866 Support services; or
- 867 3. Acquiring a financial support order.

868 b. Generate an annual average of at least 43 legal action referrals per month (not including the  
 869 LARs that the Department's regional staff prepares) and perform all associated case  
 870 preparation. This will include generating proper paperwork through the KIDS system  
 871 including such client contact as necessary, coding the KIDS system, preparing the LAR  
 872 Transmittal Sheet for cases to be filed in McLean County Circuit Court, gathering the Court  
 873 Orders and payment ledgers for the entry of the Notice of Intervention in McLean County  
 874 Circuit Court or making an intrastate referral to another region within the State of Illinois,  
 875 or preparing an Initiating Interstate Case to a Sister State.

876 c. Obtain an annual average of at least 32 financial orders per month. Financial orders include  
 877 Child Support Orders, Interventions into Actions which have existing Child Support Orders  
 878 in McLean County Circuit Court and Registration of Foreign Financial Orders. Financial  
 879 orders are reported on the InfoNet on the Attorney Report matrix.

880 The above criteria must be met by June 30, 2003 in order for the State's Attorney to be eligible  
 881 for a renewal to begin December 1, 2003. Should one or more of the above criteria not be met

by the State's Attorney, then this agreement shall terminate on November 30, 2003 with no  
renewal options.

882

883

884

#####

Law and Justice Center, Room 605  
104 West Front Street, P O Box 2400  
Bloomington, Illinois 61701-2400  
Telephone: (309) 888 - 5400  
FAX number: (309) 888 - 5429  
E-mail: charles@mclean.gov

# Memo

Date: September 04, 2002  
To: Honorable Joseph Sommer, Chairman, and Members of the Justice Committee  
From: Charles G. Reynard, State's Attorney  
RE: Action Item Requests

I am requesting your action with regard to several items:

1. We just this week received information concerning two grants, the applications for which are due prior to the next meeting of the Justice Committee. One is a Victims of Crime Act (VOCA) grant. We are contemplating the creation of a victim-witness coordinator position to provide more in depth services for violent crime victims, working directly with the victim advocates currently employed at the Bloomington and Normal Police Departments. The other grant opportunity is from the Bureau of Justice Assistance (BJA) and pursues the Project Safe Neighborhoods initiative. We are contemplating a collaborative project with Bloomington and Normal Police Departments as well as the U. S. Attorney's Office with our goal being the reduction the level of gun violence in the community. I am requesting authorization to submit proposals by the stated deadlines. Those proposals would be simultaneously provided to the County Board and, if approved by the grantor agencies, they would be brought before you for final action.
2. I also request your approval of the implementation plan for the Intergovernmental Agreement with DCFS for the creation of an ASA III position to work at the Children Advocacy Center. The position would be a full time employee position. The contract with DCFS would provide \$45,000 for the salary compensation for the position and the diminution of an abuse and neglect court ASA position to a permanent part-time level will produce savings that exceed the balance of the salary and benefits associated with the position. Attached is an analysis of the budget details associated with this proposal.

Thank you for your consideration.

**REQUEST FOR PROPOSALS**  
for  
**LAW ENFORCEMENT AND PROSECUTION-BASED**  
**VICTIM SERVICES PROGRAMS**  
funded by  
**The Illinois Criminal Justice Information Authority**

*General Information*

**What types of programs will be targeted with these grant funds?**

Funds available under this request for proposals (RFP) are targeted at the creation or expansion of direct services for victims of crime provided by law enforcement agencies and prosecutors' offices. Fundable services are limited to those activities related to assisting crime victims in addressing issues and overcoming obstacles that arise from their victimization.

**Who is Eligible?**

State, county, municipal and campus law enforcement agencies and prosecutors' offices are eligible to apply (approved contracts will be with the governmental entity i.e. "City of Mudville on behalf of the Mudville Police Department." Priority consideration will be first to prosecutors' offices that do not currently offer victim assistance services then to law enforcement agencies in counties where there are no prosecution-based victim assistance services, followed by all other applicants. Additional information concerning eligibility requirements can be found in Section II of this RFP.

**How long will the program run?**

The Victims of Crime Act (VOCA) Law Enforcement and Prosecution Based Victim Services grant funds from this RFP will be available for a maximum of 24 months beginning no later

January 1, 2003. Funding for the full 24 months will be dependent on project performance.

Funding beyond the 24 months will be dependent on project performance and availability of funds.

**How much is available?**

A maximum of \$1,650,000 in federal VOCA funding is being made available for this RFP. Funds will be allocated among multiple projects depending on the number and quality of responses received. These funds are a portion of the Victims of Crime Act (VOCA) Victim Assistance Grant from the Office for Victims of Crime to the Illinois Criminal Justice Information Authority for direct services to victims of crime.

**How much can I ask for?**

Requests of **\$25,000 to \$100,000** in federal funds **per year** for a two-year period (i.e., total request amounts may range from **\$50,000 to \$200,000** will be considered by the Authority.

Requests for under the minimum or over the maximum **may** be considered at the Authority's discretion. **VOCA funds may not be used to supplant or replace state and local funds that would otherwise be available for crime victim services and must be used to develop new projects or expand an existing project.**

**How much match is required?**

Grant funds may not be used for more than 80% of the total cost of the project. The remaining portion of the project costs must be met through a cash or in-kind (soft) match contribution to the project from non-federal sources. In-kind match includes, but is not limited to, staff time directed toward the program, volunteer hours contributed, pro-rata portion of agency rent and utilities, and equipment designated specifically for the program.

**How do I apply?**

After reading through the RFP in its entirety, **complete all materials** in the separate proposal application packet as detailed in Section VII of this RFP.

**When is the proposal due?**

Proposals must be received by **12:00 noon on Friday, October 18, 2002**. Facsimile transmissions are not acceptable. Late proposals will not be accepted. To be accepted for consideration, proposals must meet the requirements set forth in this Request for Proposals.

**If you intend to submit a proposal, please submit the enclosed "Letter of Intent" no later than September 25, 2002.**

**How do I submit the proposal?**

Proposals may be mailed or delivered in a sealed envelope marked:

Federal and State Grants Unit  
Illinois Criminal Justice Information Authority  
120 South Riverside Plaza, Suite 1016  
Chicago, Illinois 60606-3997  
Attention: VOCA Law Enforcement & Prosecution RFP

**Who do I contact with questions?**

Contact the Illinois Criminal Justice Information Authority's toll-free number at 1-888-425-4248.

The Authority's web site, [www.icjia.state.il.us](http://www.icjia.state.il.us), also provides information on this RFP.

**Section I. Background**

**What is the Victims of Crime Act (VOCA)?**



The Victims of Crime Act (VOCA) was passed in 1984 for the purpose of compensating and assisting victims of crime and providing funds for training and technical assistance. The 1984 VOCA legislation established the Crime Victims Fund (Fund) in the U.S. Treasury and authorized the Fund to receive deposits of fines and penalties levied against criminals convicted of federal crimes. The funds are allocated to states by formula by the Office for Victims of Crime of the U.S. Department of Justice. The primary purpose of the VOCA funds is to support the provision of direct services to victims of crime. States are required to allocate a minimum of 10 percent of the funds received for services to each of the following: victims of sexual assault, domestic violence, child abuse, and underserved victims of violent crime.

The Illinois Criminal Justice Information Authority is the state agency charged with the administration of the federal VOCA funds earmarked for direct services for victims of crime. In recent years, Illinois' VOCA awards have ranged from \$5.3 million to \$16.9 million.

**Why are funds being targeted at the expansion or creation of direct services for victims of crime provided by law enforcement agencies and prosecutors' offices?**

In 1999, the Illinois Criminal Justice Information Authority began a comprehensive planning process to develop a statewide plan to serve, among other things, as a framework for a comprehensive approach to coordinating the allocation and expenditure of all Federal and state grant funds appropriated to the Authority. The 18-month project, which was launched under the oversight of the Authority's Planning and Research Committee, resulted in the Criminal Justice Plan for the State of Illinois.

The planning process was guided by research, data collection, professional input and consultation, and highlighted by a two-day Criminal Justice Planning Assembly held in June 2000 in which

nearly 150 policymakers, service providers, researchers, private citizens, and government officials participated. Following the Assembly, advisory committees were convened to refine issues and develop strategic plans in six broad topic areas: 1) drug and violent crime; 2) juvenile crime; 3) victims of crime; 4) offender services; 5) community capacity building; and 6) information systems and technology. Each committee was comprised of representatives from the criminal justice system, victim services and community groups.

The Victims of Crime Advisory Group developed goals and objectives related to the provision of quality victim services including the need to ensure a minimum provision of basic services to all victims of crime. The group developed funding recommendations for specific program areas for the VOCA funds administered by the Authority. After recommending continued funding of current initiatives, the group identified the need for additional funding to address gaps in services including law enforcement and prosecution-based victim services programs. Based on the group's recommendation, the Authority's Budget Committee allocated \$1.65 million to law enforcement agencies and prosecutors' offices for the development or expansion of direct services to victims of crime.

## **Section II: Eligibility**

Eligible applicants include state, county, municipal, and campus law enforcement agencies and prosecutors' offices that meet the following sub-recipient organization requirements:

1. **Public or Nonprofit Organizations.** Are operated by a public or non profit organization, or a combination of such organizations, and provide direct services to crime victims;
2. **Record of Effective Services.** Demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective

- manner, and financial support from other sources;
3. **New Programs.** Those programs that have not yet demonstrated a record of providing services may be eligible for VOCA funds if they can demonstrate that a minimum of 25 percent of their financial support comes from non-federal sources;
  4. **Meet Program Match Requirements.** Matching contributions of 20 percent (cash or in-kind) of the total costs of the VOCA project. Match is to be committed for each VOCA-funded project and derived from resources other than federal funds and/or resources;
  5. **Volunteers.** Sub-recipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement;
  6. **Promote Community Efforts to Aid Crime Victims.** Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local or Native American task forces, commissions and/or working groups; and developing written agreements, which contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds;
  7. **Help Crime Victims Apply for Compensation.** Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status;
  8. **Comply with Federal Rules Regulating Grants.** Comply with the applicable provisions of VOCA, the VOCA Program Guidelines, and the requirements of the Office of Justice Programs Financial Guide, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received;
  9. **Maintain Civil Rights Information.** Maintain statutorily required civil rights statistics on victims served by race or national origin, sex, age and disability, within the timetable established by the State grantee; and permit reasonable access to books, documents, papers, and records to determine whether the recipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the victim;
  10. **Comply with State Criteria.** Abide by any additional eligibility or service criteria as established by the State grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the State grantee;
  11. **Services to Victims of Federal Crime.** Provide services to victims of Federal crimes on the same basis as victims of state/local crimes;
  12. **No Charge to Victims for VOCA-Funded Services.** Provide services to crime victims, at no charge, through the VOCA-funded project;

13. **Client-Counselor Confidentiality.** Maintain confidentiality of client-counselor information as required by State and Federal law;
14. **Confidentiality of Research Information.** Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA; and
15. **Civil Rights. Prohibition of Discrimination for Recipients of Federal Funds.** No person in any state shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance.

### **Section III: Eligible Activities**

The Illinois Criminal Justice Information Authority hopes to promote the creation or enhancement of services for victims of crime provided by law enforcement agencies and prosecutors' offices through this funding opportunity. Consideration will **only** be given to proposals from law enforcement agencies and prosecutors' offices to provide direct services to crime victims such as:

- **Crisis Counseling:** In-person crisis intervention, emotional support, guidance and counseling provided by advocates, counselors, mental health professionals, or peers. May occur at the scene of a crime, immediately after a crime, or be provided on an on-going basis.
- **Follow Up Contact:** In-person and telephone contacts and written communications with victims to offer emotional support, provide empathetic listening, check on a victim's progress, etc.
- **Information and Referral (In-person):** In-person contacts with clients during which time services and available support are identified.
- **Information and Referral (Telephone Contacts):** Telephone contacts with victims during which time services and available support are identified.
- **Criminal Justice Support/Advocacy:** Support, assistance, and advocacy provided to victims at any stage of the criminal justice process: court-related support, court orientation, court escort, case appearance notification, case status and disposition information, victim impact statements, assistance with restitution, transportation, child care, assistance with property return, and post-sentencing services and support.
- **Emergency Legal Advocacy:** Filing temporary protective orders, and elder and child

abuse petitions.

- **Assistance in Filing Compensation Claims:** Making victims aware of the availability of crime victim compensation and providing assistance in the filing process. May also involve follow-up contact with the victim compensation unit on behalf of the victim.
- **Personal Advocacy:** Assisting victims in securing rights and services from other agencies; locating emergency financial assistance, intervening with employers, creditors and others on behalf of victim; assisting in filing for losses covered by public and private insurance programs; accompanying victim to the hospital; etc.

Funds may be used for personnel costs and other costs necessary and essential to providing direct services. A list of specific items that can be funded under this RFP and associated dollar limits is detailed in Appendix B of the proposal application packet.

#### **SECTION IV: UNALLOWABLE ACTIVITIES AND COSTS**

The following services, activities, and costs are **unallowable** and **cannot be supported** with VOCA victim assistance grant or matching funds. *This list MUST be considered when developing proposal content. Proposals that include these unallowable items as VOCA grant or match funded services, activities or costs, will be subject to a reduction in their point allocation and costs associated with these activities will be deducted from the amount requested (see Section VIII: Review Criteria and Procedures).*

1. Coordination of public and private efforts to aid crime victims, including but not limited to serving on task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams, and developing written agreements that contribute to better and more comprehensive services to crime victims;
2. Lobbying and administrative advocacy;
3. Perpetrator rehabilitation and counseling;
4. Needs assessments, surveys, evaluations, studies and research efforts that study and/or research a particular crime victim issue;
5. Activities directed at prosecuting an offender or improving the criminal justice system's effectiveness and efficiency such as witness notification and management activities and expert testimony at a trial; victim/witness protection costs and

- victim/witness expenses such as travel to testify in court and subsequent lodging and meal expenses;
6. Fundraising activities;
  7. Indirect organizational costs such as liability insurance on buildings; capital improvements; security guards; property losses and expenses; real estate purchases; mortgage payments; and construction;
  8. Reimbursing crime victims for expenses incurred as a result of a crime;
  9. Nursing home care, home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment;
  10. Relocation expenses for crime victims;
  11. Salaries, fees and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims;
  12. Development of protocols, interagency agreements and other working agreements that benefit crime victims;
  13. Costs of sending individual crime victims to conferences;
  14. Crime prevention activities;
  15. Legal representation such as for divorces or civil restitution recovery efforts; and due to issues of cost-effectiveness identified by the Office for Victims of Crime, non-emergency legal advocacy efforts performed by staff attorneys; and
  16. Administrative costs.

## **SECTION V: REPORTING REQUIREMENTS**

Quarterly progress and fiscal reports will be required of the successful applicants. The nature and format of these reports will be determined by the Authority prior to implementation of the project. The purpose of these reports is to allow the Authority to monitor the progress and spending of the project. In addition, closeout reports will be required upon the project's completion.

## **SECTION VI: PROPOSAL DEVELOPMENT**

Proposal development should carefully follow the requirements set forth in the following sections.

Proposals should:

- (1) be as concise as possible yet include important details and address the requirements set forth herein;

- (2) use language that is clear to persons who are not an expert in the field of victim services; and
- (3) clearly and fully explain how the applicant intends to fulfill RFP requirements.

## **SECTION VII: CONTENT of PROPOSAL APPLICATION PACKET and LAYOUT**

To be accepted for consideration, proposals must meet the requirements set forth in this RFP.

Applicants must submit an **original (unbound) proposal application packet and five (5) complete copies** of the packet along with a copy of the completed application packet on **diskette**. The copies may be bound. The application packet can be downloaded from the Authority's web site at [www.icjia.state.il.us](http://www.icjia.state.il.us). Proposals must be on 8 1/2" x 11" paper, single-sided, 12 point font size, and include the following in the order indicated:

- (1) **Completed Background Information/Cover Sheet** that includes the name and address of the organization, the full name of a contact person, telephone number, facsimile number, and total amount of funding requested and other information related to the proposed program; [form attached in proposal packet- ATTACHMENT 1];
- (2) **Completed Proposal Content (Parts I-VII)**: [form attached in proposal packet- ATTACHMENT 2];

**Proposals must answer all questions as set forth in the Proposal Content (Parts I-VII).**

### **Part I: Description of Organization**

This section will help us to gain a general understanding of your agency's overall goals and activities, not just the activities for which you are seeking VOCA funding.

### **Part II: Summary of Program.**

This section will help us to understand the **specific** project for which you are

seeking VOCA funds including all direct services to be provided to crime victims. **Do not** include description of activities that will not be part of the VOCA grant or match funded activities.

**Part III: Statement of Problem**

This section will help us to understand why this project is so important to the crime victims and community you serve.

**Part IV: Goal/Objectives/ Performance Indicators**

This section will help us better understand where your project is ultimately going (GOAL), how it will get there (OBJECTIVES), and how you will know when your project has gotten there (PERFORMANCE INDICATORS).

A **goal** is a general statement of what your project hopes to accomplish. A **universal goal has been developed for these projects.**

**Objectives** are the specific, measurable, and realistic activities you intend to bring about. A table in the proposal application packet will assist you in developing the objectives for your project.

**Examples of objectives include:**

- (i) We will provide services to 20 victims each month of the program.
- (ii) We will provide each victim with at least one hour of service.
- (iii) We will provide 2 referrals for each victim as need requires.

**Performance Indicators** gauge the performance of your program. The Authority will develop performance indicators based on your responses to the objective section. These indicators will be used as the basis for the quarterly performance reports.

**Part V: Program Strategies.**

The answers to this section will help us to understand how the Goal and Objectives for your project are going to be accomplished, and how the VOCA grant and match funded activities will address the problem described.

**Part VI: Implementation Schedule.**

The implementation schedule should be used as a planning tool for the project and should reflect a realistic projection of how the program will proceed and should describe in outline form, the VOCA grant and match funded activities which will be undertaken to accomplish each objective, who will be responsible for each activity and the expected completion date of each activity.

**Part VII: Proposed Budget and Budget Narrative.**

This section will detail the staff and/or other items for the proposed project that are to be paid for with federal or match funds. Instructions for this section can be found in Appendix A of the proposal application packet. Budget categories include: personnel services/fringe benefits, equipment, commodities, travel, and contractual. A fringe benefit worksheet has been included to detail the specific



benefits and their associated percentages or dollar amounts. A list of allowable costs and their associated dollar amounts is included in the proposal application packet (Appendix B).

**Other Information to be Included:**

- (2) **A signed statement of compliance with each of the requirements listed in Section III: Eligibility**, [form attached in proposal packet- ATTACHMENT 3];
- (4) **A signed certification that (a) the applicant is not barred from contracting with any unit of state or local government** as a result of violation of 720 ILCS 5/33E-3 or 5/33E-4, and (b) that it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded. [form attached in proposal packet- ATTACHMENT 4];
- (5) **A signed certification regarding the State of Illinois Drug Free Workplace Act (30 ILCS 580)** [form attached in proposal packet - ATTACHMENT 5]; and
- (6) **A signed Federal Lobbying/Debarment Certification** [form attached in proposal packet – ATTACHMENT 6].
- (7)...**A signed and completed VOCA Volunteer Certification and Waiver Form** [form attached in proposal packet-ATTACHMENT 7], **only if requesting a waiver for volunteers.**

**Proposals that do not address each of these points will not be considered.**

**Proposal packages will be opened at 12:00 noon on Tuesday, October 21, 2002, at the Authority. Proposals not submitted in a sealed envelope will be rejected. Submissions that do not include the complete original proposal application (including items 1 through 6, as outlined above and item 7 as needed), five copies and the completed application on diskette will not be considered.**

**SECTION VIII: REVIEW CRITERIA AND PROCEDURES**

The Authority reserves the right to reject any or all proposals if it is determined that submission(s) are not satisfactory. The Authority also reserves the right to invite one or more

applicants to resubmit amended proposals. Proposal scores will be determined using the following criteria.

(1) **Need for Program/Past Commitment** – The proposal illustrates the need for the program (**max. 10 points**). The need for the program has been successfully corroborated by meaningful current data. (**max. 10 points**)

(7) **Responsiveness to Proposal** - The proposal addresses all parts of the RFP well and demonstrates an ability to successfully implement the program. (**max. 50 points total**)

Summary of Program (max. 10 points).

Statement of Problem (max. 15 points).

Goal and Objectives (max. 10 points).

Program Strategies (max. 15 points).

(3) **Implementation Plan** - Has been included; is complete, clear and reasonable. (**max. 5 points**)

(4) **Adequacy of Cost Estimates** - Proposed project costs for services, activities and other items will be assessed to determine how realistic they are, and the extent to which they have been allocated in a cost-efficient yet effective manner. (**max. 10 points**) The Budget Narrative includes all budgeted items listed in the Budget line by line, all costs are accurately calculated and relevance to the program is clearly explained. (**max. 10 points**)

(5) **Inclusion of Match** - The budget and budget narrative explain the amount and source of matching funds, and include an itemization of the costs to which matching funds will be applied. The VOCA Program has a 20% cash or in-kind match requirement from non-federal sources. The federal amount must not exceed 80% of the total VOCA project cost. (**max. 5 points**)

Use the following formula to calculate federal and match amounts.

**To calculate the federal amount:** total project cost x .8 = federal amount

**To calculate the match amount:** federal amount/ 4 = match amount

A panel of external reviewers with expertise in victim services will review the proposals. A panel of Authority senior staff will do a final review of proposals for allowability of costs. Their recommendations will be forwarded to the executive director of the Authority. A preliminary

award decision will be made and applicants will be notified of the Authority's decision at the earliest possible date. Successful applicants whose proposals contained unallowable costs will have their award reduced by the total amount of all unallowable costs.

Priority will be given to program proposals scoring 80 or above from prosecutor's offices that do not currently have a victim services program, followed by proposals that score 80 or above from law enforcement agencies in counties that do not have prosecutor-based programs. Any funds remaining after determining the total number of dollars needed to fund proposals receiving priority will be allocated to other programs based on their scores.

#### **GRANT CONTENT**

The content of the selected proposal, including possible modifications, will help define the project and will be appended to a grant awarded to the applicant. In addition, other grant obligations include, but are not limited to, an anti-bribery clause, drug-free workplace certification, subcontractor limitation, international boycott certification, debarment certification, equal employment opportunity, assurance of compliance to standards that minimally adhere to the Illinois Procurement Code, and nondiscrimination certifications. Failure of the selected applicant to accept grant obligations may result in cancellation of the selection. The Authority reserves the right to extend the grant at its discretion.

# Reducing Community Gun Violence: Project Safe Neighborhoods

**P**roject Safe Neighborhoods (PSN) is a comprehensive, strategic approach to reducing gun violence in America. The Bush administration is committed to an all-out assault on gun violence and will provide the resources necessary for PSN's success. Overall, the administration seeks to commit \$558.8 million to this effort for 2 years. This funding will be used to hire new federal and state prosecutors, support investigators, provide training, and develop and promote community outreach efforts.

Despite an overall decline in the number of gun homicides during the past 15 years, gun violence in America remains intolerably high. Of 15,000 people murdered each year, two-thirds of those victims die at the hands of armed criminals. For every fatal shooting, there are roughly three nonfatal shootings.

Of a million violent crimes annually, more than one-third involve guns. Of particular alarm is the high toll gun violence takes on young people. A teenager is more likely to die from gunshots than from all natural causes of death combined. Almost 4,000 students were expelled in 1998 for bringing a firearm to school and about 60 percent of 6th-through 12th-grade students said they could "get a gun if they wanted." In a 1997 study of juvenile drug sellers who owned a firearm, 42 percent admitted to using a gun in a crime. Among juvenile gang members, 50 percent admitted to using a gun in a crime.

## Eligible Applicants

Units of state and local government are eligible to submit concept papers under this solicitation. If you are not a governmental entity, you may partner with one, but the governmental agency or unit of government must serve as the applicant.

## Eligible Expenses

All expenses must be new and cannot replace existing funding. Funding may be used for salaries, fringe benefits, contracts and professional services, travel, training, equipment, and supplies.

## Match Requirement

There is no requirement for an eligible applicant to commit matching funds for this project.

## Amount and Length of Awards

Demonstration projects may be awarded under each of the following categories: (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects. BJA has set aside \$12 million for this competitive grant program. The maximum award for each grant will be \$250,000 for a grant period of up to 24 months.

## Overview of the Application Process

This solicitation uses an abbreviated proposal process in which applicants submit a project narrative describing their proposed program. It

is not necessary to complete any of the standard forms that generally are required by grant solicitations. You must, however, include a transmittal letter from the chief executive officer of the applicant agency that expresses support for the program. If your proposal includes other governmental or nongovernmental partners, letters of support are required from the chief executive officers of those organizations.

If your proposal is selected for funding, BJA staff will work with you to complete the federal forms needed to apply for and receive funding.

## Program Requirements

Through this solicitation, the Bureau of Justice Assistance seeks to fund locally crafted and innovative responses to gun violence. Applications may be submitted in the areas of (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects.

Because this program seeks to fund demonstration projects, there are no specific requirements for the types of projects eligible for funding other than the requirement that the project clearly seeks to reduce gun violence in the target community.

## Developing and Writing the Grant Application

Following are the steps you will need to take to develop and write your grant proposal. The application narrative **may not** be more than 10 pages, double spaced, in at least a 12-point type. No attachments will be accepted that exceed the 10-page limit.

Your narrative should be an overview that includes only as much detail as is necessary to understand

how your program will work. It is not necessary to include detailed procedures.

You may choose to compete in one of the following categories: (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects. Indicate the category in which you want to compete on the front page of your concept paper. Although your proposal may address several of these categories, you may compete in only one. Therefore, identify your initiative's primary focus and select the category that reflects this focus.

### Step One: Describe the Need for the Project (15 Points)

Points in this category will be awarded based on the level of need for a gun violence reduction project and the quality of the data used to support it.

- ◆ Explain the nature and extent of gun violence problems in your community. Fully explain the specific problems your proposal addresses and provide data to support your explanation.

### Step Two: Describe Community Readiness and Project Coordination (25 Points)

Points in this category will be awarded based on the level of programs, services, and commitment of participating agencies and providers that are now in place in your community, which better ensures the program's success.

- ◆ Briefly describe related governmental or community initiatives that complement or will coordinate with the proposal.
- ◆ Describe the level of participation among the initiative's partners.

**Step Three: Describe the Project Design**

(35 Points)

Points in this category will be awarded based on how well you have assessed what is needed to support the project.

- ◆ Describe the project and how it addresses the problems established from Step One. Although this section should be the longest in your grant proposal, provide only as much detail as is necessary to understand how your program will work. You do not need to provide detailed procedures for each step in the implementation process.

**Step Four: Determine How You Will Measure Success** (15 points)

Points in this category will be awarded based on how well you have thought out the process to objectively and regularly assess the program's effectiveness.

- ◆ After reviewing the Performance Measures section of this solicitation, describe the information, beyond that required in any section, that the project will collect to measure the project's progress toward its goals.
- ◆ Briefly address who will collect the information, the methods of collection, and how the information will be reported.

**Step Five: Summarize the Budget** (10 Points)

Points in this category will be awarded based on the project's cost effectiveness by comparing the overall funds requested with other portions of the application, such as the services to be provided and the estimated number to be targeted or served by the project.

- ◆ Provide a brief budget summary that describes what you request in federal support for the

2-year grant period. Request a funding amount for the following categories and briefly list the types of expenses covered under each category. It is not necessary to define each expenditure.

For example, under Travel and Training you might simply provide a budget amount and explain that the funds will be used to attend related trainings for project staff and partners.

Budget Categories:

Personnel and Fringe Benefits

Contractual and Professional Services

Travel and Training

Supplies and Operating Expenses

Equipment

Indirect Costs (if the applicant agency has an approved indirect cost plan)

**Submitting Applications**

Submit your 10-page concept paper with a transmittal letter that expresses support for the program. This letter must be on agency letterhead and signed by the applicant agency's chief executive officer (CEO).

Submit the original (with the letter signed by the CEO) and seven copies of the application and letter to:

Bureau of Justice Assistance  
Attn: BJA Control Desk  
5640 Nicholson Lane, Suite 300  
Rockville, MD 20852

Proposals must be postmarked or received no later than **September 20, 2002**. No late submissions



will be accepted. Applicants will receive a postcard acknowledging BJA's receipt of their concept paper 4 to 6 weeks following the submission deadline.

## Review Process

BJA will establish peer review teams. Each proposal will be reviewed by three peer reviewers according to the point scale listed next to each of the five proposal development steps. Scores will be averaged and ranked within this solicitation's three categories: (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects. These rankings will form the funding recommendations sent to the Director of BJA, who will make final recommendations to the Assistant Attorney General, Office of Justice Programs.

## Award Process

After proposals are selected for funding, a BJA grant manager will contact the selected applicants and describe the process for completing the forms, certifications, and detailed budget needed to release funds.

After BJA receives this information, our staff will review and process the applications and forward the award documents if all requirements are met. Grantees may begin to obligate, expend, and draw grant funds after they receive the award documents.

## Performance Measures

To ensure compliance with the Government Performance and Results Act, Public Law 103-62, applicants are required to collect and report data that measure the results of the demonstration grant. To ensure Office of Justice Programs accountability,

the outcome measure for which OJP is responsible is the identification of innovative and effective programs that reduce gun violence within communities. This could be accomplished, for example, through the development of new technologies; the creation of community outreach plans; the coordination of local law enforcement, prosecution, and corrections; or through collaboration between the criminal justice system and nontraditional partners (e.g., businesses, faith-based programs, and social service organizations). Consequently, grantees are required to report on performance measures that support this intended outcome.

Grantees are required to measure and report project performance in semiannual progress reports. Applicants are required to report on performance measures (see below). In your narrative, address the type of information you will collect, who will collect the information and the methods of collection, and how the information will be reported. If you are selected for an award, you will be expected to provide interim data in your semiannual progress reports and submit the final results as part of your final progress report. BJA and the National Institute of Justice (NIJ) will identify an evaluator to examine program results.

Because Project Safe Neighborhoods includes a variety of approaches to addressing gun-related crime, no single measure or set of measures will fit all of the programs possible under this initiative. For this reason, applicants are required to establish process and outcome measures that demonstrate the impact their programs have on gun-related crimes.

The following process and outcome measures are samples and are not all-inclusive. Applicants should examine the elements of their proposed programs and tailor the measures they choose to

Sample Process and Outcome Measures		
Program Areas	Process Measures	Outcome Measures
Gun violence prevention, community outreach, education, and other innovative projects	<p>Sample: If the applicant implements a neighborhood watch program: number of households enlisted.</p> <p>Sample: If the applicant implements a media outreach campaign: number of billboards, number of hours of public service announcement time, etc.</p>	<p>Sample: If the applicant implements a neighborhood watch program: number of gun crimes in target area pre- and postprogram.</p> <p>Sample: If the applicant implements a media outreach campaign: measured changes in target population's knowledge about gun violence and its consequences.</p>
Enforcement, adjudication, and supervision programs	<p>Number of arrests for gun-related crimes pre- and postprogram.</p> <p>Number of investigations of gun-related crimes opened and closed pre- and postprogram.</p> <p>Number of gun-related cases prosecuted pre- and postprogram.</p> <p>Number of persons supervised as detainees or offenders.</p>	<p>Sample: If the jurisdiction is trying to have an impact on a gun violence problem in a neighborhood: number of gun crimes in target area pre- and postprogram.</p>

fit those elements. Applicants must develop at least one outcome measure that will demonstrate whether the project had an impact on the crimes it targeted (see samples in the table provided). To prove that the project had an impact on the problem of gun-related crimes, outcome measures must gauge the reduction of such crimes in the jurisdiction.

### Formal Evaluation

To further support research and evaluations, BJA and NIJ will select a number of sites funded under this program to participate in a process and impact evaluation.



Proposal / Comparison

**Pablo Eves**

Promotion to ASA III -- Class 1107 -- Step 1 = \$23,239.8 hr.  
(figured effective October 6 as this is the beginning of the pay period nearest October 1)

There are 5 pay periods remaining in FY02 (10/6 through 12/14)

Base pay =	\$8,714.93
FICA	666.69
IMRF	366.03
Health (2 mos)	383.33
TOTAL	\$10,130.98

Annualized for FY03

(Allowing for 2.5% COLA, a 5-step merit increase eff 10/5/03, and using benefits figures from Lucretia as of 9/4/02)

Base pay =	\$46,718.39
FICA	3,574.00
IMRF	2,177.00
Health	2,600.00
TOTAL	\$55,069.39

**Savings from Stephanie Sandre's reduced work week**

Working 52 hours per pay period; savings of 23 hours per pay period

\$22.8183/hour x 23 hours x 4 pay periods

\$23.4525/hour (6 steps merit estimated effective 12/1/02) x 23 hours x 1 pay period

Balance of FY02 savings \$2,638.69

FY03 hourly with COLA added = \$24.0388

52 hours per pay period x 26 pay periods = \$32,500.46

Full-time pay (1950 hrs x \$24.0388) = \$46,875.66

Balance of savings in FY03 \$14,375.20

9/4/02

## McLean County State's Attorney's Office 2002 Case Load Report

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2002 YTD	2001 YTD	2001 Total	2002 Projected
<b>CRIMINAL</b>																
Felony	128	99	118	133	123	146	145	106					998	941	1,432	1,518
Misdemeanor	231	168	136	261	157	157	254	170					1,534	1,499	2,337	2,333
Asset Forfeiture	19	5	8	7	8	5	13	4					69	36	64	105
<b>Family Totals</b>	<b>30</b>	<b>20</b>	<b>47</b>	<b>51</b>	<b>25</b>	<b>32</b>	<b>40</b>	<b>31</b>					<b>276</b>	<b>303</b>	<b>483</b>	<b>420</b>
Family	10	10	28	31	15	16	29	10					149	193	303	227
Order of Protection	20	10	19	20	10	16	11	21					127	110	180	193
<b>Juvenile Totals</b>	<b>18</b>	<b>20</b>	<b>19</b>	<b>28</b>	<b>14</b>	<b>36</b>	<b>24</b>	<b>24</b>					<b>183</b>	<b>174</b>	<b>251</b>	<b>278</b>
Juvenile	1	2	0	6	3	0	2	0					14	11	15	21
Juvenile Abuse	4	4	5	1	6	14	15	7					56	44	70	85
Juvenile Delinquency	13	14	14	21	5	22	7	17					113	119	166	172
<b>Traffic Totals</b>	<b>2,968</b>	<b>2,480</b>	<b>2,166</b>	<b>2,872</b>	<b>2,210</b>	<b>2,714</b>	<b>2,805</b>	<b>1,958</b>					<b>20,104</b>	<b>22,329</b>	<b>32,071</b>	<b>30,575</b>
Traffic	2,899	2,411	2,095	2,790	2,146	2,647	2,733	1,899					19,551	21,831	31,309	29,734
DUI Traffic	69	69	71	82	64	67	72	60					554	498	762	843

### CHILD SUPPORT

Paternity cases filed	3	0	12	9	2	7	5	2					40	59	83	61
Paternity cases established	4	3	4	4	5	4	6	4					34	37	62	52
Paternalities excluded	0	1	0	2	2	1	0	2					8	3	6	12
Support Orders entered	27	25	27	33	26	40	28	32					238	238	375	362
Modification proceedings filed	15	11	17	23	14	9	11	6					172	81	134	262
Modification proceedings adjudicated	12	5	7	24	12	21	17	14					112	52	98	170
Enforcement actions filed	21	20	37	37	43	27	20	9					214	164	283	325
Enforcement actions adjudicated	34	64	41	36	55	61	54	72					417	199	371	634
Hearings set before Hearing Officer	26	46	48	62	58	54	57	49					400	329	528	608
Orders prepared by Hearing Officer	17	11	28	36	37	38	42	49					258	169	300	392

2002 Projected = (2002 YTD/Day of Year) x 365 Days

N/A = Numbers not available

**ASSET FORFEITURE FUND**

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

**August 28, 2002**

**STATE'S ATTORNEY:**

Beginning Balance 01/01/2002	\$ 40,603.56
Revenue	<u>7,664.83</u>
Total Funds Available	\$ 48,268.39
Expenditures	<u>1,262.59</u>
Fund Balance 08/28/02	\$ 47,005.80

**SHERIFF:**

Beginning Balance 01/01/2002	\$ 49,469.29
Revenue	<u>11,906.48</u>
Total Funds Available	\$ 61,375.77
Expenditures	<u>8,267.44</u>
Fund Balance 08/28/02	\$ 53,108.33

**TOTAL FUND BALANCE- August 28, 2002 \$100,114.13**

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF JULY 2002  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2002	END PENDING 2001
Adoption	31	AD	9	0	11	29	34
Arbitration	448	AR	108	9	94	471	361
Chancery	365	CH	16	0	30	351	349
Dissolution of Marriage	520	D	45	2	61	506	503
Eminent Domain	4	ED	1	0	0	5	14
Family	133	F	26	0	25	134	139
Law => \$50,000 - Jury	274	L	14	0	11	277	267
Law = > \$50,000 - Non-Jury	138	L	10	0	9	139	131
Law = < \$50,000 - Jury	18	LM	3	0	0	21	13
Law = < \$50,000 - Non-Jury	227	LM	80	8	80	235	194
Municipal Corporation	0	MC	0	0	0	0	1
Mental Health	7	MH	10	0	14	3	5
Miscellaneous Remedy	125	MR	18	0	14	129	128
Order of Protection	14	OP	7	0	12	9	13
Probate	1,069	P	30	0	25	1,074	1,017
Small Claim	653	SC	224	41	254	664	402
Tax	12	TX	0	0	0	12	11
<b>TOTAL CIVIL</b>	<b>4,038</b>		<b>601</b>	<b>60</b>	<b>640</b>	<b>4,059</b>	<b>3,582</b>

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF JULY 2002  
 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 2002	END PENDING 2001
CONTEMPT OF COURT	3	C.C.	1	1	0	1	3	2
CRIMINAL FELONY	924	CF	120	120	1	94	951	918
CRIMINAL MISDEMEANOR	1,080	CM	222	222	1	196	1107	1,305
TOTAL CRIMINAL	2,007		343	343	2	291	2061	2,225

REPORT C  
ACTIVITY OF ALL JUVENILE CASES  
DURING THE MONTH OF JULY 2002  
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 2002	END PENDING 2001
JUVENILE	54	J	2	2	1	3	54	65
JUVENILE ABUSE & NEGLECT	175	JA	14	24	0	10	179	251
JUVENILE DELINQUENT	120	JD	7	7	11	26	112	148
TOTAL JUVENILE	349		23	33	12	39	345	464

**REPORT D**  
**ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES**  
**DURING THE MONTH OF JULY 2002**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

<b>CATEGORY</b>	<b>BEGIN PENDING</b>	<b>CODE</b>	<b>NEW FILED</b>	<b>REINSTATED</b>	<b>DISPOSED</b>	<b>END PENDING 2002</b>	<b>END PENDING 2001</b>
<b>CONSERVATION VIOLATION</b>	92	<b>CV</b>	12	0	16	88	152
<b>DRIVING UNDER THE INFLUENCE</b>	443	<b>DT</b>	63	0	71	435	433
<b>ORDINANCE VIOLATION</b>	936	<b>OV</b>	267	0	191	1,012	814
<b>TRAFFIC VIOLATION</b>	17,408	<b>TR</b>	3,126	36	3,648	16,922	18,030
<b>TOTALS:</b>	18,879		3,468	36	3,926	18,457	19,429





**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE MONTH OF JULY 2002**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

NOLLE	NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF	
	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL		JURY TRIAL
					BENCH TRIAL	JURY TRIAL				
13	0	23	0	*1	1	0	48	2	6	94

5

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

\*Convicted by jury but vacated by judge

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**THROUGH THE MONTH OF JULY 2002**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

	NOT CONVICTED										CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL							
JAN	30	0	31	0	0	2	0	78	0	1	0	1	142	
FEB	11	0	26	0	0	0	1	75	2	2	0	2	117	
MAR	20	0	25	1	1	1	3	67	1	0	1	0	119	
APR	27	0	27	0	0	1	1	73	2	1	2	1	132	
MAY	22	0	29	0	0	0	0	63	3	2	3	2	119	
JUNE	25	0	28	0	0	1	3	97	2	2	2	2	158	
JULY	13	0	23	0	*1	1	0	48	2	6	2	6	94	
AUG													0	
SEPT													0	
OCT													0	
NOV													0	
DEC													0	
TOTAL	148	0	189	1	2	6	8	501	12	14	12	14	881	

(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 JULY 2002**  
**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: 56  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	0	3	3	7	9	22
4. PROBATION	0	0	1	6	12	14	33
5. OTHER	0	0	0	0	*1	0	1
<b>TOTALS:</b>			4	9	20	23	56

REPORT H  
 ORDERS OF PROTECTION ISSUED  
 DURING THE MONTH OF JULY 2002  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

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



## EMERGENCY TELEPHONE SYSTEM BOARD

2411 E. Empire St.  
Bloomington, IL 61704-8200

Ph. (309) 663-9911  
Fax (309) 664-7917

### ETSB MEETING MINUTES Law and Justice Center July 23, 2002

In Attendance: Walt Clark, Bill Matthews, Dave Owens, Ron Corrie, Roger Aikin, Lee Klintworth, Dennis Powell, Eric Ruud, Bill Gamblin

Others: Debbie Lilley (Verizon), Kevin Simpson (Pantagraph), WJBC

The meeting was called to order at 2:02 p.m.

**Opening Remarks:** None.

**Approval of Minutes:** Having no questions to the minutes of the last meeting, Walt Clark motioned to accept them as presented, and Dave Owens seconded the motion. All were in favor, motion carried.

**Treasurer's Report:** Lee Klintworth presented the June expense report. Total expenses for the month were \$63,850.54. There were no out-of-the-ordinary expenses. There were, however, three pay periods for the month. Bill Gamblin added he just received notification today that the year-end budget totals are completed. He then explained updates on the copy machine. He had budgeted for a new copy machine, but then the county decided to go with a county-wide lease agreement. The ETSB is paying the monthly lease charges, and ETSB and Metcom will split the monthly maintenance charges. Bill stated he will have the budget figures adjusted. He commented on the vehicle updates from the insurance. He stated he has received the insurance check from the vehicle loss. These funds have been placed back into the account for the purchase of vehicles. He is still waiting for payment on the loss of the radio equipment, etc. He is also in the process of replacing this equipment. Dave Owens motioned to accept the treasurer's report, and Ron Corrie seconded the motion. All were in favor, the motion was carried.

**Director's Report:**

Error Reports/ Statistics – Bill briefly reported an update on the error lists and monthly statistics. We are hovering around 450-480 errors, many of which are located within the corporate boundaries. We've had a slight increase since becoming enhanced. We are working with Bloomington and Normal to determine the numbers belonging to data lines so we will be able to take them out of the error file.

Wireless 9-1-1 -- Deb Lilley of Verizon has advised us that we are ready to accept wireless 9-1-1 calls. Bill stated he has ordered the wireless 9-1-1 trunks, and has placed a September 1<sup>st</sup> delivery date. He added he has talked to a couple of carriers in reference to scheduling meetings and getting mapping information together.

Back-up PSAP -- Bill reported he recently met with the Dewitt County Sheriff, Roger Massey, regarding backup issues. The sheriff took this issue to their county board meeting. They seem to be interested, and have requested we provide them with additional information before their next meeting. We hope to have a contract before our next meeting.

Property Committee -- Bill enclosed a memo in reference to the recent Property Committee meeting. This is in reference to the ICC rules regarding the security updates to the doors of Metcom. More information will follow as it is received.

Bloomington Request -- Bill reported the City of Bloomington sent a letter to ETSB requesting reimbursement for conversion to a 400 MHz radio system at the cost of \$365,481. Chairman Powell stated this can only be discussed today. Dave Owens stated the ETSB does not have enough funds in the budget at this time. He added also that if we do this for one law enforcement agency, we would have to reimburse all agencies that request reimbursement. Chairman Powell concurred, adding that he did not know where the funds would come from. He stated we would have to do a budget impact first. He added that we are still committed to the PBC for a couple more payments. Dave Owens recommended the ETSB look at future projected budgets first, before going any further on this issue. Ron Corrie added that what you do for one department, you've got to do for all. He reported that the general consensus from the rural police departments is they all want to stay where they are with their radios. He is in the process of working with E.F. Johnson to put a repeater in his car. Walt Clark motioned to table this issue until after the report of the ad hoc radio committee findings. Lee Klintworth seconded the motion. All were in favor except Roger Aikin. Motion was carried.

Radio Committee -- Dave Owens gave an update on the Ad Hoc radio committee meetings. At the last meeting Bill presented a matrix he had created using information received from several different agencies. It was requested that Bill Gamblin and Shawn Walker pick apart this matrix and identify the most needed items and research those further. The next meeting is tomorrow at 2:00 p.m. Bill stated this shorted list of 14 items will be presented for discussion at tomorrow's meeting.

**Old Business:** Nothing to report at this time.

**New Business:** Nothing to report at this time.



**Board Member Comments:** Roger Aikin asked about the status of joining of the two boards? Eric Ruud stated he will have updated information soon, and will bring a report to the board when it is completed.

With nothing further to come before the board at this time, Walt Clark motioned to adjourn the meeting, and Dave Owens seconded the motion. All were in favor, the meeting was adjourned at 2:51 p.m.

Respectfully submitted,

*Patsy Mayer*  
Patsy Mayer  
Recording Secretary



## Board Memo

**Date:** 8/16/2002  
**To:** Honorable Chairman ETSB Dennis Powell  
**Cc:** Honorable Members ETSB  
**From:** W.H. Gamblin, E9-1-1 Admin.  
**RE:** Statistics

---

This section contains the following:

### Monthly 9-1-1 Calls for July

This report provides a total count of call received as well as daily highs and lows. It also contains the average daily call load. This chart also provides a means to compare month to month numbers.

### Total Counted Calls/Estimated Calls

During July the stats system was down for 12 hrs on the 9<sup>th</sup>, 24 hrs on the 10<sup>th</sup> and 12 hours on the 11<sup>th</sup> due to hardware problems. This chart shows the number of counted calls while the system was up (3251) and the number of estimated calls for the time the system was down. This estimate was based on averages for the days of the week affected by the outage. At no time was the system out of service for 9-1-1 calls. With the estimated calls the call volume would be (3509).

### 9-1-1 Call Estimate

This chart graphically shows the actual and estimate calls for the days during the stats outage.

### 9-1-1 by Types

– This is a numeric display of the calls for service. At a previous board meeting I was asked by Vice Chairman Clark to provide data on the number of 9-1-1 calls and to differentiate them by emergency /non emergency.



**July 9-1-1 Calls Emergency/ Non-Emergency All Agencies.**

Calls in this chart are listed by type of agency and provides numbers and percentages of total calls for service of all 9-1-1 calls to the system.

The remaining charts indicate the number of Emergency/Non Emergency for Law Enforcement, Fire, and EMS both numerically and by percentages.

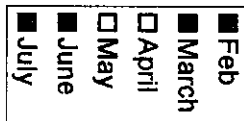
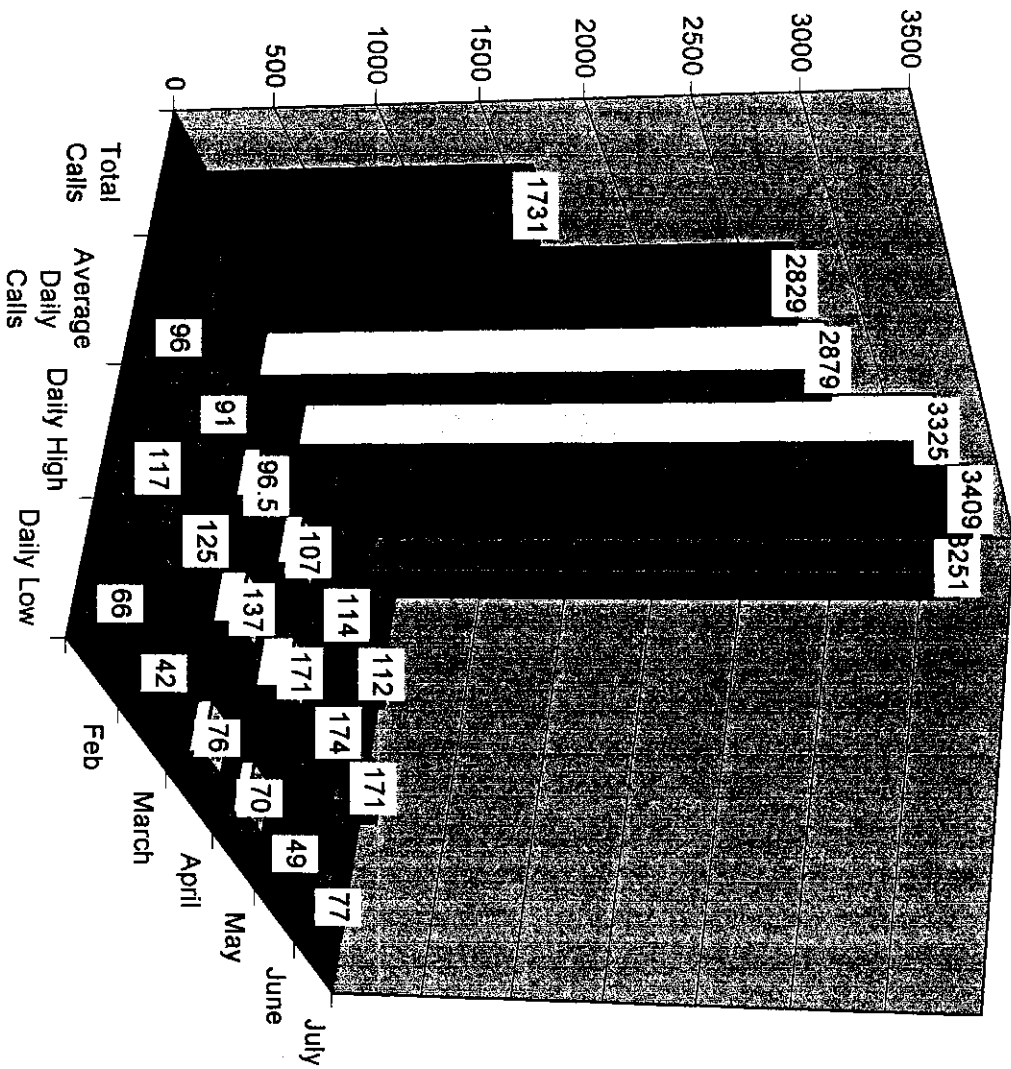
WHG/whg

Attachments

## **Monthly 9-1-1 Calls for July**

**This chart contains the total number of calls received in July(I used actual numbers for this report), Average Daily Calls, Daily High Call Volume, Daily Low Call Volume**

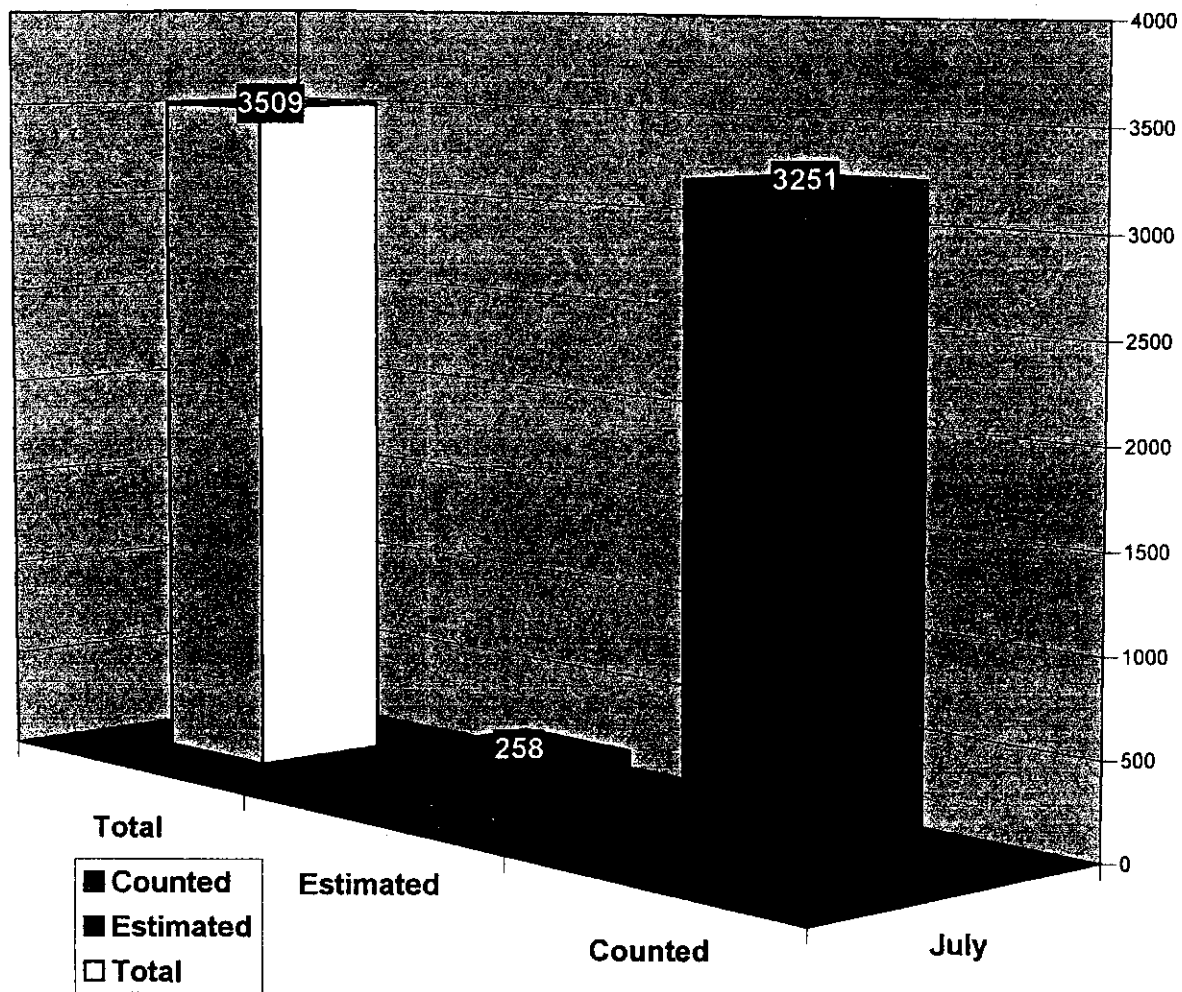
# Monthly 9-1-1 Calls



## **July Total Counted Calls and Total Counted Calls with Estimated Calls showing Probible Call Total for the Month**

**This chart indicates the actual peg count of the calls recorded while the software was up. The Estimated number indicates the total number of calls that are estimated to be missed over the three day period the software was down. Finally the total call volume including the actual and estimated calls.**

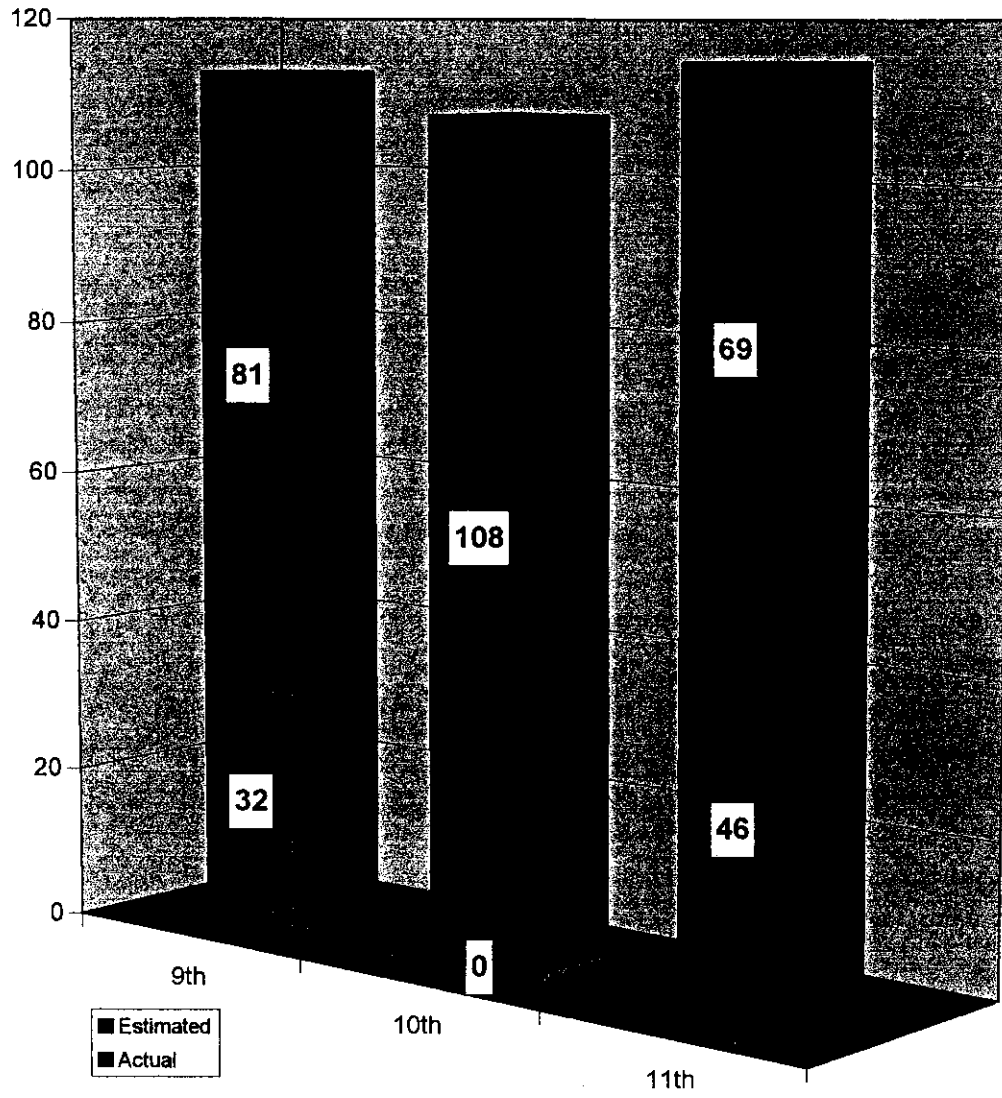
### Probable Monthly Total



## **9-1-1 Calls Estimated for Days Stats were Down**

**Due to a computer problem the stats software was off line from noon July 9th until noon July 11, 2002. This chart shows the calls that were actually logged and an estimate of the call volume during the down time. This estimate was taken by averaging the corresponding days of the week for July.**

### Estimates for Days Stats Down

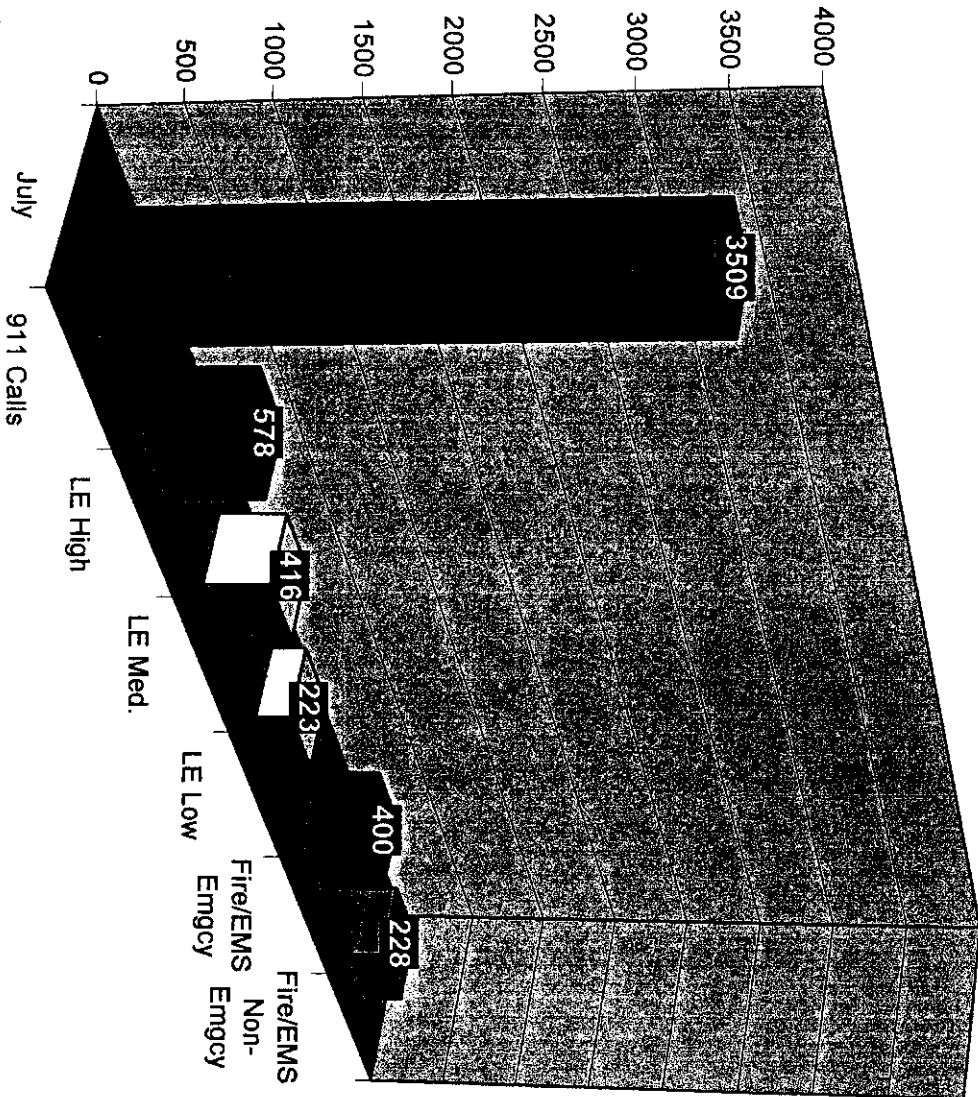


## **July 9-1-1 Calls, Numeric Breakdown by Agency Types**

**It will be noted that a difference of 1,664 exists between the number of 9-1-1 calls that are received and the number of responses shown in this report. The difference is made up of duplicate calls for a incident, test calls made by ETSB staff, “never mind “ calls, miss-dials, and phantom calls. It is not uncommon to received multiple calls on fire and/or EMS calls.**



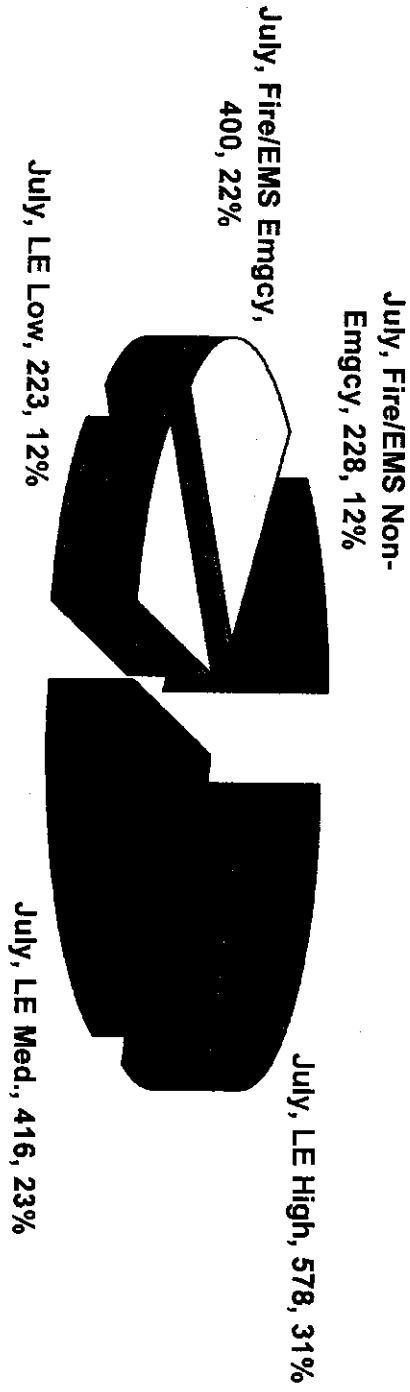
# 9-1-1 Calls By Call Types Emergency/Non Emergency



■	911 Calls
■	LE High
□	LE Med.
□	LE Low
■	Fire/EMS Emgcy
■	Fire/EMS Non-Emgcy

## **July 9-1-1 Calls by Types**

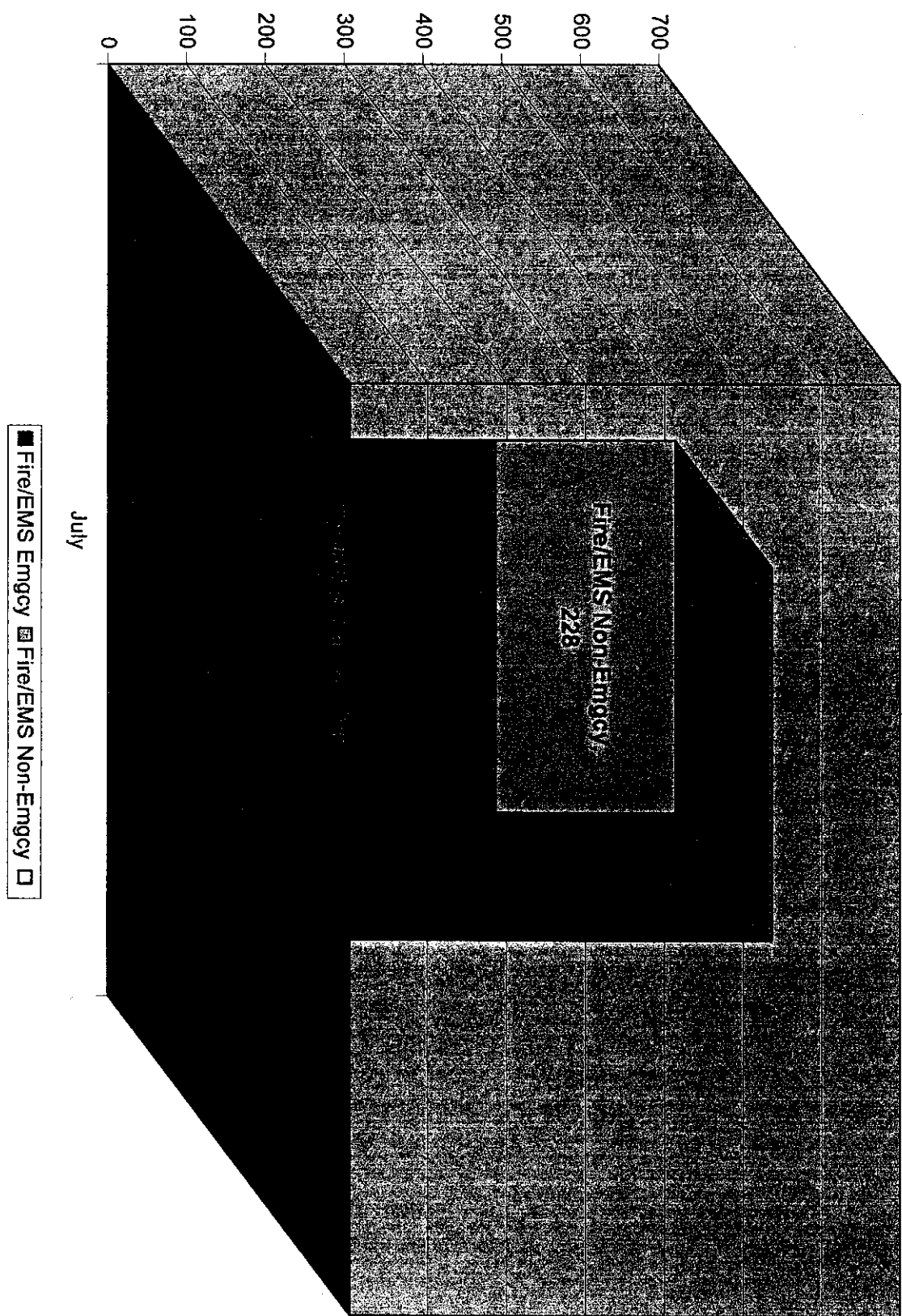
# July



- LE High
- LE Med.
- LE Low
- Fire/EMS Emergency
- Fire/EMS Non-Emergency

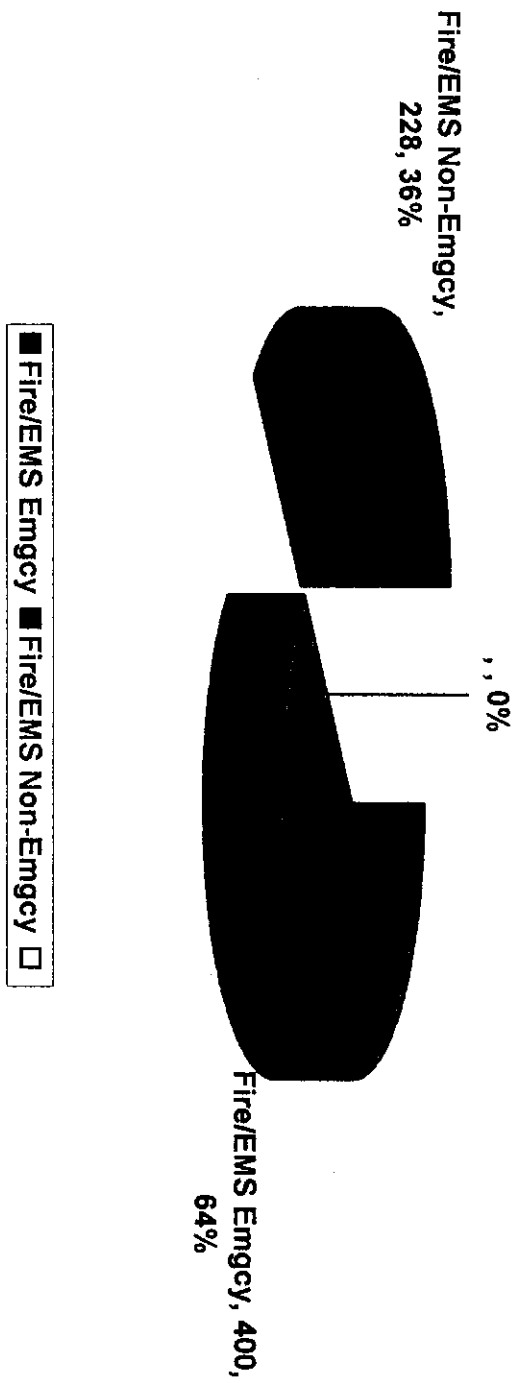
**July 9-1-1 Calls for Fire/EMS  
Emergency/Non-Emergency.  
Numerically**

### 9-1-1 Fire Call Types



**July 9-1-1 Calls for Fire/EMS  
Emergency/Non-Emergency  
By Percent.**

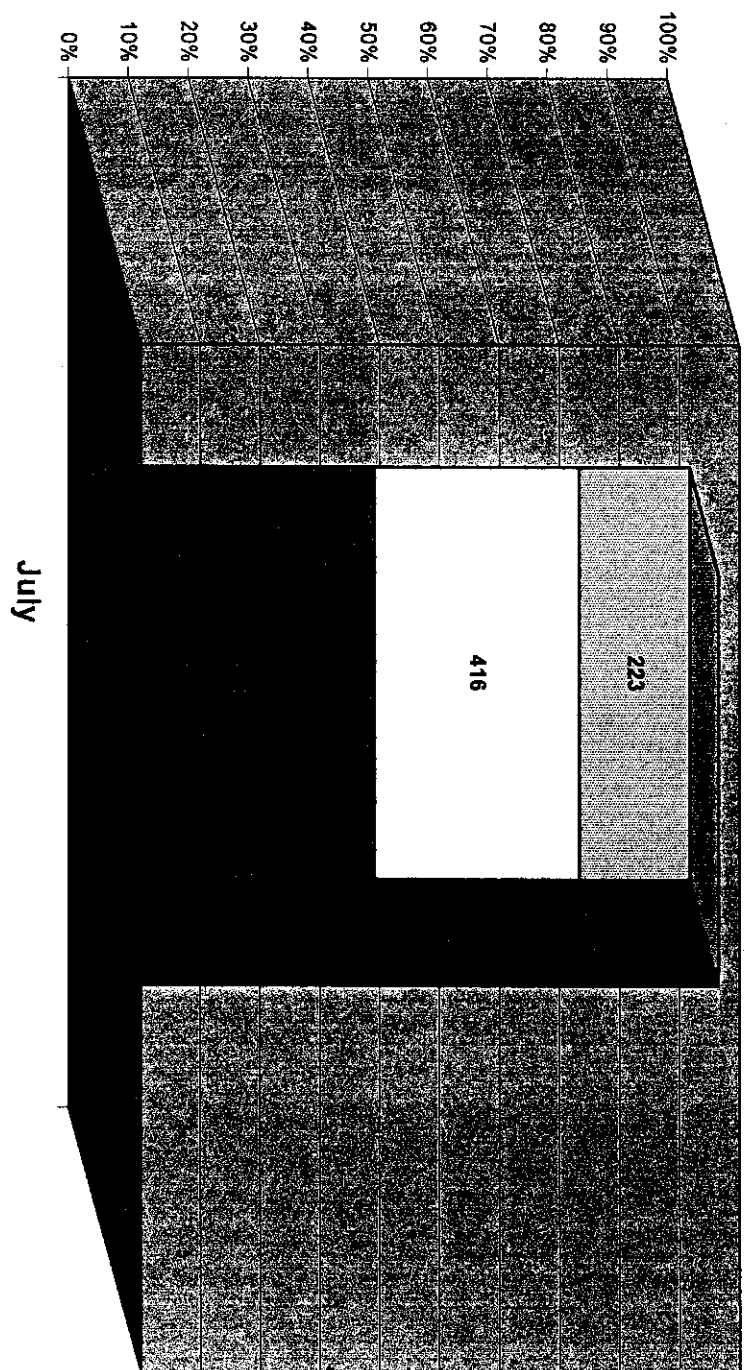
# July, 9-1-1 Fire Calls



**July 9-1-1 Calls for Law  
Enforcement Emergency  
Non-Emergency Numerically**



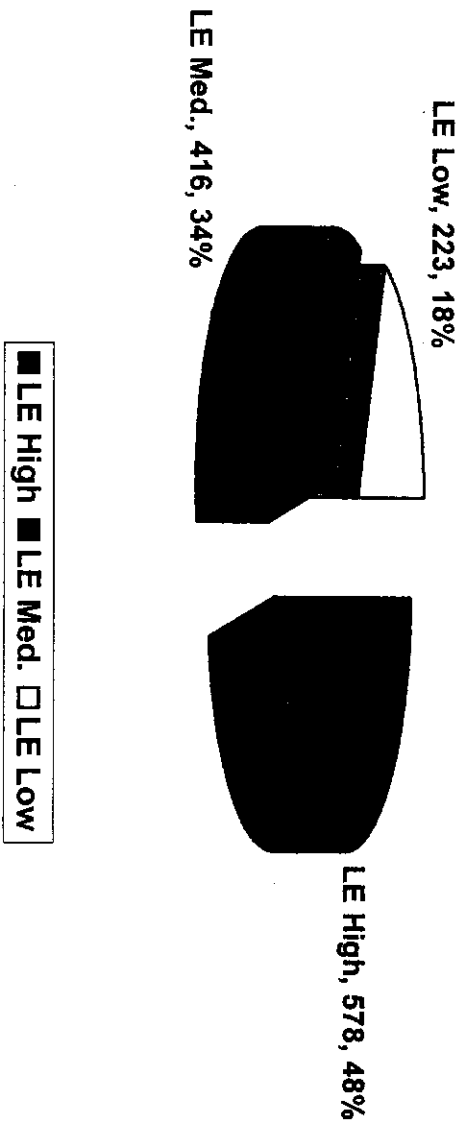
# Law Enforcement Calls By Type



■ LE High    □ LE Med.    ▣ LE Low

**July 9-1-1 Calls Emergency  
Non-Emergency For Law  
Enforcement by Percentage**

### July Law Enforcement By Priority



## Board Memo

**Date:** 8/19/2002  
**To:** Honorable Chairman ETSB Dennis Powell  
**Cc:** Honorable Members ETSB  
**From:** W.H. Gamblin, E9-1-1 Admin.  
**RE:** Error Resolution

---

The attached error report has changed in that we are in the process of breaking out data lines from the errors. While they will remain errors under the ICC rules and definition we will be able to determine how many of the errors are from data lines. At the end of July we had by definition 453 errors but when we subtract the 87 data lines we have 366 errors to resolve.

Currently Sarah is working a process we call "balancing the checkbook", where we review all of the submitted errors and bump them against all of the corrections we have made. This allows us to catch any errors that were not worked and audits the books. This also allows us to confirm that nothing has been missed. It further allows us to correct any math errors that may have crept into the system.

Staff has just completed a survey of the county to audit street signs to make sure that those changed by ETSB have been placed at intersections. We will be continuing this process to make sure that other signs within the county are in place also. We will be surveying cellular towers to make sure we have all of them in the data base as well as addressing bridges within the county.

We are pleased at the progress being made but as always will continue to aggressively go after and correct errors.

WHG/whg  
Attachments

JUL 1, 2002

ERROR REPORT (MONTHLY)  
COMMUNITY

#ERRORS  
RESIDENTIAL BUSINESS TOTAL ERRORS DATA #CORRECTED ERROR TYPE

	RESIDENTIAL	BUSINESS	TOTAL ERRORS	DATA	#CORRECTED	ERROR TYPE
ANCHOR	2	3	5	1	2	*2-N911
ARROWSMITH	0	1	1	1	1	*1-N911,COMM
BELLFLOWER	8	0	8	2	7	*1-COMM, *6-N911
BLOOMINGTON	67	115	182	41	62	*5-COMM, *17-MSAG, *36-N911, *4-RSD
CARLOCK	10	0	10	3	9	*8-WC, *1-RSD
CHENOA	42	6	48	4	47	*39-RSD, *4-N911, *2-WC, *1-ND
COLFAX	16	2	18		16	*14-N911, *2-MSAG
COOKSVILLE	0	0	0			
CROPSEY	0	4	4	2		
DANVERS	6	2	8		6	*5-WC, *1-N911, *1-MSAG
DOWNS	14	8	22	3	9	*6-N911, *2-MSAG, *1-COMM
EL PASO	1	0	1	1		
ELLSWORTH	3	4	7	2	4	*4-N911
GRIDLEY	0	2	2	3	1	*1-N911
HEYWORTH	5	8	13	1	4	*4-N911
HUDSON	16	7	23	1	10	*7-N911, *2-MSAG, *1=RSD
LEROY	28	5	33	5	11	*6-MSAG, *5-N911
LEXINGTON	26	23	49	5	29	*10-MSAG, *19-N911
MANSFIELD	4	4	8	1	5	*5-COMM
MCLEAN	9	16	25		9	*6-N911, *1-RSD, *1-MSAG, *1-WC
MINIER	0	0	0			
NORMAL	23	116	139	5	23	*1-MSAG, *20-N911, *2-COMM
SAYBROOK	15	3	18	4	9	*9-N911
SHIRLEY	0	3	3	1	1	*1-N911
STANFORD	3	1	4		1	*1-N911
TOWANDA	2	0	2	1	1	*1-N911,COMM
TOTAL ERRORS	300	333	633	87	267	

ERRORS AS OF JUNE 30, 2002 484  
 NEW ERRORS FOR JULY 149  
 ERRORS CORRECTED IN JULY 267\*  
 ERRORS AS OF JULY 31, 2002 366  
 DATA LINES 87

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

\*212 OF THE CORRECTED ERRORS FOR JULY WERE ERRORS THAT HAD BEEN PREVIOUSLY SENT AND HAD TO BE RESENT A SECOND TIME.

JULY, 2002

**ERROR  
NO ALI**

NUMBER CORRECTED TESTED COMPLETE			
28	7	0	0

**NO ANI**

NUMBER CORRECTED TESTED COMPLETE			
0	0	0	0

**INCORRECT ADDRESS**

NUMBER CORRECTED TESTED COMPLETE			
12	0	0	0

**MSAG-STREET RANGE/COMMUNITY**

NUMBER CORRECTED TESTED COMPLETE			
8	7		7

**ASSIGNED ADDRESSES-UNINCORPORATED  
NEW ROADS (NEW MSAG LISTING)**

15
0

**TOTAL ERRORS  
TOTAL ERRORS CLEARED**

48
7

**Office of the Coroner  
McLean County**

	<b>JULY 2002</b>	<b>JULY 2001</b>	<b>TYTD 2002</b>	<b>LYTD 2001</b>
<i>Cases</i>	<b>68</b>	75	<b>446</b>	460
<i>Autopsies</i>	<b>12</b>	10	<b>68</b>	59
<i>Out/County Autopsies</i>	<b>11</b>	12	<b>71</b>	78
<i>Inquests</i>	<b>7</b>	3	<b>40</b>	30

	<b>Budget</b>	<b>Actual</b>
<i>Copy Fees</i>	<b>\$6000</b>	<b>\$4111</b>
<i>Morgue Fees</i>	<b>\$7300</b>	<b>\$13,824</b>
<i>Reim/Services</i>	<b>\$500</b>	<b>\$297</b>
<i>Paid to Facilities MGT</i>	<b>\$2700</b>	<b>\$3058</b>

**ACTIVE DEATH INVESTIGATIONS**

**Traffic Crash- 6**

**Airplane Crash- 1**

**Other- 7**

(other includes: drug related, medical, unexplained)

July 2002

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

7 Officer Supervision Unit - 3 Officer PSI Unit

Total Caseload – 1067 (1091 last month)

Average caseload per officer 152 (60 AOIC recommendation)

Presentence Reports Completed – 36 (31 last month)

\* Total Workload Hours Needed – 1875.25 (1944.50 last month)

\*\* Total Hours Available - 1650.00

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

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

AOIC workload standards indicate **an additional 1.50 adult officers are needed.** (1.96 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 140 (153 last month)

Average caseload per officer 35 (35 AOIC recommendation)

Social History Reports Completed – 14 (14 last month)

\* Total Workload Hours Needed – 592.00 (631.50 last month)

\*\* Total Hours Available' 600.00

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

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

AOIC workload standards indicate **an additional -.05 juvenile officers are needed.** (.21 last month)

### EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maxium caseload of 45

Total caseload 29



July 2002

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

3 person unit with a maximum caseload of 40

Total Caseload – 34 (43 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 13 (14 last month)

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

1 person unit with a maximum caseload of 40

Total Caseload - 96 (104 last month)

### **JUVENILE INTAKE**

2 person unit

Total Informal Conferences - 34 (24 last month)

Total Caseload Informal Probation – 9 (8 last month)

Total Intake Screen Reports – 100 (68 last month)

### **COMMUNITY SERVICE PROGRAM**

1 person unit

Total Caseload Adult - 497 (473 last month)

Total Caseload Juvenile - 36 (35 last month)

Total Hours Completed Adult – 3158.00 (\$16,579.50 Symbolic Restitution)

Total Hours Completed Juvenile – 60.00 (\$315.00 Symbolic Restitution)

Total Worksites Used – 30 (28 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 101 (103 last month)

Total Court Supervision/Conditional Discharge Caseload – 348 (344 last month)

# JUVENILE DETENTION CENTER 2002

McLean County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Ages of Minors Detained</b>												
10	0	0	1	0	0	0	0	0				
11	0	0	0	0	0	0	0	0				
12	1	0	3	0	1	0	1					
13	0	2	2	2	2	2	0					
14	1	2	4	3	2	3	4					
15	6	5	9	5	4	5	2					
16	3	11	16	11	7	8	12					
<b>Sex of Minors Detained</b>												
Male	9	15	25	14	12	12	7					
Female	2	5	10	7	4	6	12					
<b>Race of Minors Detained</b>												
Caucasian	8	11	19	16	8	8	11					
African-American	3	9	16	5	8	9	8					
Hispanic	0	0	0	0	0	0	0					
Asian Pacific	0	0	0	0	0	1	0					
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	6	7	14	4	6	9	6					
Warrant	1	2	5	4	2	3	2					
Aggravated Assault With a Knife	0	1	0	0	0	0	0					
Aggravated Battery	0	1	1	2	0	0	1					
Aggravated Criminal Sexual Assault	0	0	1	0	0	0	0					
Armed Robbery	0	0	1	0	1	0	0					
Armed Violence	0	0	1	0	0	0	0					
Attempted Arson	0	0	1	0	0	0	0					
Attempted Murder	0	1	0	0	0	0	0					
Burglary	0	0	1	0	0	0	0					
Burglary to Motor Vehicle	0	2	0	0	0	0	0					
Criminal Damage to Property	0	0	0	0	0	0	1					
Criminal Sexual Assault	0	0	1	0	0	0	0					
Delivery of Cannabis	0	0	0	0	1	0	0					
Domestic Battery	0	0	0	3	0	2	0					

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
DOC Commitment	0	2	1	1	0	0	1				
DOC Hold	0	0	0	0	1	0	0				
DOC Warrant	0	0	0	0	0	0	2				
Possession of Cannabis/School Property	0	0	1	0	0	0	0				
Poss of Cannabis & Paraphernalia/School	0	0	0	1	0	0	0				
Possession of Controlled Substance	0	0	0	0	0	0	0				
Possession of Con Sub w/Intent to Deliver	0	0	0	0	0	1	0				
Probation Violation	0	0	0	0	0	0	0				
Request for Apprehension	3	2	4	4	2	3	6				
Residential Burglary	0	1	1	0	2	0	0				
Retail Theft	0	0	2	0	0	0	0				
Unlawful Use of Weapons	1	1	0	0	1	0	0				
<b>Residence of Minors Detained</b>											
Bloomington	10	14	24	15	15	9	12				
Normal	1	2	9	4	1	6	6				
Chicago	0	2	0	0	0	0	0				
Downs	0	1	0	0	0	0	0				
EIPaso	0	0	0	0	0	1	0				
LeRoy	0	1	0	0	0	0	0				
Lexington	0	0	0	1	0	1	0				
Peoria	0	0	0	0	0	1	0				
Pontiac	0	0	0	1	0	0	1				
Springfield	0	0	1	0	0	0	0				
Standford	0	0	1	0	0	0	0				
<b>Average Daily Population</b>	7.8	10.6	14.6	14	10.3	12	9.5				
<b>Average Daily Population:YTD</b>	7.8	9.2	11	11.8	11.5	11.6	11.3				
<b>Number of Days in Detention</b>	241	296	452	420	320	361	293				
<b>Revenue:</b>	1013.4	180	915	7.5	207.5	107.5	7.5				

# JUVENILE DETENTION CENTER 2002

Out of County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Ages of Minors Detained</b>												
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	1	0	1	0	0	0	0	0	0	0
13	1	0	0	0	0	0	0	1	0	0	0	0
14	4	4	6	3	4	0	0	1	0	0	0	0
15	10	6	6	7	7	6	2	2	0	0	0	0
16	4	12	8	5	9	4	4	4	0	0	0	0
<b>Sex of Minors Detained</b>												
Male	11	13	18	9	15	7	7	7	0	0	0	0
Female	8	9	3	6	6	3	1	1	0	0	0	0
<b>Race of Minors Detained</b>												
Caucasian	19	21	21	13	20	9	7	7	0	0	0	0
African-American	0	0	0	1	0	1	1	1	0	0	0	0
Hispanic	0	1	0	1	1	0	0	0	0	0	0	0
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	12	18	19	11	14	5	2	2	0	0	0	0
Warrant	2	2	0	1	4	2	5	5	0	0	0	0
Aggravated Battery	1	0	0	0	0	0	0	0	0	0	0	0
Burglary	1	0	0	1	0	0	0	0	0	0	0	0
Court Ordered	0	0	0	1	0	0	0	0	0	0	0	0
Criminal Damage to Property	0	0	0	0	1	0	0	0	0	0	0	0
DOC Commitment	2	0	1	0	1	0	0	0	0	0	0	0
DOC Warrant	0	0	0	0	0	1	0	0	0	0	0	0
Domestic Battery	0	0	1	1	0	0	0	0	0	0	0	0
Motor Vehicle Theft	1	0	0	0	0	0	0	0	0	0	0	0
Obstructing Justice	0	1	0	0	0	0	0	0	0	0	0	0
Possession of Cannabis	0	0	0	0	0	0	1	0	0	0	0	0
Probation Violation	0	1	0	0	0	0	1	1	0	0	0	0
Retail Theft	0	0	0	0	0	1	0	0	0	0	0	0

Residence of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Adams	1	1	0	0	0	0	0	0				
DeWitt	2	1	2	1	1	1	0	0				
DOC	0	0	0	0	0	2	0	0				
Ford	1	0	0	0	0	0	0	0				
Fulton	1	0	0	0	0	0	0	0				
Livingston	1	2	3	1	2	3	2	2				
Logan	7	14	13	11	11	1	0	0				
Macon	0	0	0	0	0	0	1	1				
Mason	0	0	0	0	2	0	0	0				
Menard	2	0	1	1	1	0	0	0				
Moultrie	0	0	0	0	0	0	1	1				
Ogle	1	0	0	0	0	0	0	0				
Peoria	0	0	0	0	1	0	0	0				
Rock Island	1	0	0	0	2	2	1	1				
Tazewell	2	1	1	0	1	1	0	0				
Woodford	0	3	1	0	1	0	3	3				
<b>Average Daily Population</b>	4.1	6.8	5.9	4.5	4.7	5.6	3.6	3.6				
<b>Adjusted Average Daily Population</b>	3.6	6.5	5.7	4.5	4.8	5.6	3.8	3.8				
<b>Average Daily Population:YTD</b>	4.1	5.5	5.6	5.3	5.2	5.3	5	5				
<b>Adjusted Daily Population:YTD</b>	3.6	5.1	5.3	5.1	5	5.1	4.9	4.9				
<b>Number of Days in Detention</b>	127	190	183	136	146	168	112	112				
<b>Revenue:</b>	10270	17450	16945	13300	12530	15550	10130	10130				

September 9, 2002

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

Re: Monthly Caseload - MONTH ENDING July 31, 2002

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 been earlier reported.

CASE TYPES	MONTHLY TOTALS 2001	MONTHLY TOTALS 2002	YTD TOTALS 2001	YTD TOTALS 2002	% CHANGE YTD
FELONIES	84	149	748	648	<13%>
MISDEMEANORS	108	119	764	694	<9%>
DUI	27	31	154	186	17%
TRAFFIC	49	70	539	524	<3%>
JUVENILE	24	42	139	177	21%
OTHER	0	0	1	1	
TOTAL	424	411	2,345	2,230	<5%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING JULY 2002.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	JOHN WRIGHT-C	56	7	0
J	ARTHUR FELDMAN	77	8	6
F	LEE ANN HILL-C	55	10	0
F	JAMES TUSEK	88	29	6
M	BRIAN MCELDFOWNEY	286	62	0
F	BRIAN MCELDFOWNEY	86	19	14
F	TRACY SMITH	88	18	11
J	JON MCPHEE	42	12	0
DUI	ROBERT KEIR	187	32	1
F	ROBERT KEIR	4	3	0
TR	ANTHONY ORTEGA	503	71	3
F	ANTHONY ORTEGA	4	3	0
F	RON LEWIS	71	12	8
M	CARLA BARNES	406	55	4
F	CARLA BARNES	3	3	2
F	TONY TOMKIEWICZ-C	54	9	0
F	KIM CAMPBELL	87	18	2
J	KELLY CAVANAUGH	43	11	0
J	ALAN NOVICK-C	10	5	0
PRIV	PRIVATE COUNSEL	319	59	N/A
W/D	WITHDRAWN	14	3	N/A

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

C= Contract Attorney (7-8 Cases per Month)  
 DUI= DUI  
 TR= Traffic  
 M= Misdemeanor

**DATE:** September 9, 2002  
**TO:** Justice Committee  
**FROM:** Amy Johnson Davis  
**RE:** Monthly Report

JULY 2002 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	22	59	69
PLEA / LESSER	3	2	7
BENCH TRIAL / WIN	1	1	0
BENCH TRIAL / LOSS	0	0	0
JURY TRIAL / WIN	0	2	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	5	1	0
DISMISSED / TRIAL	2	20	3
KNOCKDOWN	10	N/A	N/A
PRIVATE COUNSEL	46	8	5
PLEA / BLIND	8	0	15
REFILED AS FELONY	N/A	0	6
WITHDRAWN	1	2	0
DIRECTED VERDICT	0	1	0
P.D. DENIED	9	3	0





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

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

September 3, 2002

**TO: Mr. Joe Sommer, Chairman**  
**Justice Committee**  
**FROM: Sheriff David Owens**  
**SUBJ: SEPTEMBER 9<sup>th</sup>, 2002 JUSTICE COMMITTEE MEETING**

Dear Chairman Sommer:

I would respectfully request that the following two items be placed on the September 9<sup>th</sup>, 2002 Justice Committee Agenda for information only:

**Information**

- 1) Update on radios:** Over the past six (6) years, the McLean County Sheriff's Office has experienced numerous problems with "dead areas" when deputies use their portable radios. Due to officer safety issues, It is critical that our deputies have good communication countywide. Therefore, a radio committee was formed to discuss possible solutions and viable options to these problems. (please see attached letter sent to Mr. Sommer on August 7th and the list of figures that the Justice Committee requested at last month's meeting).
- 2) McLean County Detention Facility Population Report:** (please see attached).

Although I will be out of state on the 9th, Chief Deputy Derick Love plans to attend this meeting to answer questions.

Respectfully,

David Owens  
Sheriff

DO:jc



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

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

August 7, 2002

Mr. Joe Sommer, Chairman  
Justice Committee  
Administrator's Office  
104 W. Front St.  
Bloomington, IL 61701

Dear Mr. Sommer:

I am writing this letter to share with you some of the thoughts I have with regards to the radio situation here in McLean County.

At the present time, the McLean County Sheriff's office is using the problematic EF Johnson 800 MHz radio system, which was put into service approximately six years ago. Throughout that six years, we have experienced many "dead areas" within McLean County when the deputies use their portable radios. The mobile radios that we use do work better than the portables and have better reception. That is characteristic of almost all radio systems because the mobile radios are more powerful and normally have bigger antennas at greater heights. With the EF Johnson mobiles, however, we still experience noisy transmissions and dead spots.

It is critical that my deputies have good communications, countywide, with their portable radios and the only solution we have found that allows us to obtain good reception and building penetration is an in-car repeater system. We recently tested two repeater systems on the "Clear Talk" system, FutureCom and Pyramid. The Future Com system worked exceptionally well, while the Pyramid system was a complete disappointment.

The Committee asked a very good question regarding using an in-car repeater system with the EF Johnson system, however, I learned from speaking with some local technical people that the Future Com system will not work on the EF Johnson System. This repeater system is specifically designed for the P25 Motorola system, which is the protocol that "Clear Talk" operates on. It is very doubtful that the Future Com repeater will work on any other protocol or spectrum. In our tests, the Pyramid System was unacceptable no matter what platform we were using.

Mr. Joe Sommer

August 7, 2002  
Page 2

The Ad-Hoc Radio Committee has agreed that the EF Johnson system should not be considered in any way as the long-term solution to radio communications in McLean County. The Committee indicated that they wanted to study the following three possibilities for a long term radio solution for McLean:

- 1) Look into building a brand new 800 MHz from the ground up.
- 2) Look into going to a 400 MHz trunking system as a countywide system.
- 3) Look into going to "Clear Talk".

These are all viable options to the radio needs of public service agencies within McLean County, however, there are advantages and disadvantages to all of these suggested long term solutions. At the next Committee meeting, we will be discussing the "goods" and the "bads" of each of those. At a future meeting, we will also discuss the costs involved.

Personally, I believe that "Clear Talk" is the better alternative to the present system. It would allow all of the public safety agencies to go to the same spectrum and provide interoperability countywide. It would also allow Metcom to have some flexibility to meet future radio needs, IE Starcom 21.

The bottom line for the Sheriff's Office is that we need a radio system that works and is dependable. I don't want to purchase a system now, for the short term, and then have to turn around in five to ten years and ask for another system because the short-term solution doesn't meet our needs.

One of the reasons we are even discussing this issue today is because not enough money was obligated to building the EF Johnson system. I don't want to see local government bodies "short change" future communications systems that might be developed or purchased for public service use.

Enclosed, please find a rough price list for the McLean County Sheriff's Office for access and use of the "Clear Talk" radio system. This does not include costs associated with other units of county government getting on the system.

It is my understanding that State Farm has earmarked some portable radios for our department that might work on this system. There are, however, some limitations with those radios and problems associated with obtaining upgrades for them for operating on the "Clear Talk" system.

If you have any questions, please contact me.



Dave Owens, Sheriff

**Motorola Pricing**

	Unit Price	Number	Total
ASTRO Spectra Plus Mobile	\$ 3,778.00	30	\$ 113,340.00
Futurecom Vehicular Repeater	\$ 6,700.00	20	\$ 134,000.00
Connectors for Mobiles & VRS	\$ 6.16	30	\$ 184.80
XTS 5000 Portables, Model II	\$ 3,646.00	40	\$ 145,840.00
MTS 2000 (State Farm Donate)	\$ 400.00	0	\$ -
Leather Swivel Case	\$ 43.20	40	\$ 1,728.00
Public Safety Speaker Mics	\$ 108.00	40	\$ 4,320.00
Spare Smart Batteries	\$ 87.12	40	\$ 3,484.80
Single Desktop Smart Chargers	\$ 118.80	40	\$ 4,752.00
Vehicular chargers	\$ 280.80	5	\$ 1,404.00
Stubby Antennas (Spare)	\$ 18.36	15	\$ 275.40
Connectors for Mobiles & VRS	\$ 2.45	20	\$ 49.00
Installation and Programing	\$ 1,300.00	30	\$ 39,000.00
			\$ 448,378.00
Month Access Fee	\$ 35.00	80	\$ 2,800.00
Yeary Cost			\$ 33,600.00
Additional Work L & J			\$ 10,000.00
Base at MetCom			\$ 5,000.00
Base at Back up Center			\$ 5,000.00
<b>Total Hareware</b>			<b>\$ 468,378.00</b>

Joe:  
 These figures are from  
 Motorola. EF Johnson Does  
 make RADIO'S THAT WORK ON  
 P25 MOTOROLA SYSTEMS —  
 Bidding, will produce, IN MY  
 opinion, better pricing on  
 MOST OF THIS equipment.  
 Sheriff Jones

MCDF  
POPULATION REPORT  
August  
2002


Date	Dailly Total	In House	Male	Female	Sp Needs	Str Sentence	Work Release	Weekends	Other Fac
1	244	214	196	48	33	58	8	30	1
2	224	195	180	44	15	56	8	31	1
3	238	226	194	44	24	61	8	31	1
4	236	224	192	44	23	60	8	32	1
5	235	209	189	46	22	56	8	28	1
6	247	212	199	48	19	63	8	31	1
7	243	202	195	48	18	61	9	30	6
8	247	210	204	43	27	64	10	29	6
9	235	198	195	40	20	60	11	28	6
10	243	224	205	38	18	65	11	31	6
11	245	229	207	38	20	65	11	31	6
12	235	199	200	35	20	59	10	27	6
13	228	191	194	34	20	54	10	27	6
14	228	189	191	37	15	54	12	26	4
15	239	203	198	41	22	47	11	30	4
16	222	186	185	37	17	46	11	30	4
17	235	218	196	39	23	49	11	30	4
18	237	226	198	39	25	49	11	30	4
19	235	199	195	40	21	45	11	29	4
20	228	187	192	36	17	44	10	30	4
21	232	193	192	40	20	42	9	31	4
22	232	196	191	41	29	41	9	31	3
23	218	183	181	37	18	39	9	31	3
24	229	219	188	41	24	45	9	32	0
25	225	220	186	39	22	44	9	31	0
26	223	195	182	41	20	46	8	27	0
27	222	191	180	42	17	46	8	30	0
28	224	192	184	40	19	43	6	31	0
29	224	191	185	39	25	45	6	31	0
30	228	196	187	41	19	45	6	31	0
31	239	228	198	41	23	48	7	32	0
Total	7220	6345	5959	1261	655	1600	283	929	86
Average for August 2002	232.9	203.9	192.0	40.7	21.1	51.7	9.2	29.9	2.8

MCDJF Average Population  
Six Month Comparison

Month	March 2002	April 2002	May 2002	June 2002	July 2002	August 2002	Average
Daily Total	226.84	213.90	196.20	215.00	230.13	232.90	219.16
In House	202.13	189.70	176.10	197.27	201.68	203.90	195.13
Male	198.61	181.47	166.7	182.70	189.06	192.00	185.09
Female	28.19	32.73	29.6	32.30	41.06	40.70	34.1
Special Needs	20.61	18.73	20.00	23.73	21.52	21.10	20.95
Straight Sentence	65.22	62.37	55.40	50.97	43.87	51.70	54.92
Work Release	9.35	6.10	6.90	8.23	9.03	9.20	8.14
Weekenders	27.13	24.27	23.0	19.33	27.00	29.90	25.11
Other Facilities	00.00	3.33	00.00	00.00	5.13	2.80	1.88

# McLean County Children's Advocacy Center Monthly Statistics

## July 2002

	2001 1st INTERVIEW MONTH/YTD STATS	1st. INTERVIEW 2002	JUV. SUSPECT INTERVIEW 2002	SIB/WITNESS INTERVIEW 2002	2ND INTERVIEW 2002	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	19/19	12/12	2	2	0	2	18	18
FEBRUARY	13/32	13/25	2	6	0	2	23	41
MARCH	14/46	13/38	0	2	1	0	16	57
APRIL	5/51	13/51	3	3	0	0	19	76
MAY	10/61	16/67	0	5	1	4	26	102
JUNE	13/74	16/83	0	9	1	1	27	129
JULY	16/90	14/97	0	6	0	1	21	150
AUGUST	12/102							
SEPTEMBER	12/114							
OCTOBER	17/131							
NOVEMBER	7/138							
DECEMBER	5/143							
YEAR TO DATE TOTALS	143	97	7	33	3	10	150	150

**CASA Statistics  
Month of July, 2002**

	<b>Current Month</b>	<b>YTD</b>
New Cases Assigned	7	15
Cases Awaiting Assignment	2	8
Cases Closed	0	2
Children Awaiting Assignment	5	5
Children Currently Served	122	137
Total Number of CASA's Assigned	7	84
Resigned CASA's	1	1
Reports Filed	21	111
Court Hearings Attended	23	129

**Updates:**

The CASA program has been comparing the newest version of the CASA National Curriculum, released in late May, to our current version. There are some minor changes, we will make, however, we are very pleased with our version.

We have actively been reading and assigning CASA cases to our class of volunteers, as the referrals come from Judge Dozier and the Juvenile Court, as you can see with assigning 7 new case with a total of 15 children. Many of the new cases coming to our volunteers are difficult, with as many as 2-5 children in each case. These cases present a challenge for our volunteers, and often require more guidance on the part of the Case Manager staff. We are preparing the informational meetings for the new CASA volunteers, that are the first week in September. Our new class will start then, as fall is just around the corner.

The CASA Staff participated in a Planning Retreat for 2003, completing goals and objectives. We are excitedly looking to the future for the growth of the CASA program.



**MCDF HEALTH SERVICES DEPARTMENT  
QUARTERLY REPORT, 2ND QUARTER 2002**

I. On Site Clinical Services	2nd QTR 2002	2nd QTR 2001	2nd QTR 2002 YTD
A. General Medical Services			
1. Physician			
a. Sick Call Encounters	162	166	325
b. Consultations	266	307	482
c. Total Encounters/Consults	428	473	807
2. Staff Nurse			
a. Sick Call Encounters	1467	1669	2825
b. Injections	1	3	4
c. Telephone Calls			
1. Nurse Calls	175	291	379
2. Physician Calls	76	142	160
d. Health Assessments			
1. Routine (within 2 wks)	246	160	480
2. Partial			
a. Annual	0	0	0
b. Repeat in 3 mos.	2	5	6
3. Visual Acuity Examination	248	165	482
e. Medical/DOC Transfers	125	118	238
f. RX Dispensed			
1. Routine	1037	814	2118
2. Special orders	21	26	44
g. Electrocardiograms	1	6	7
i. Other Physicians on site	2	0	4
j. Nurse Consult	1094	1207	2123
k. Total Nursing Procedures	4495	4606	8870
C. Dental Services	QTR 2002	QTR 2001	2002 YTD
1. Dentist			
a. Routine visits	100	135	211
b. Unscheduled visits	2	1	2
c. Total clinic visits	102	136	213
d. Number of inmates treated	89	127	184
e. Consultations	7	29	9
f. Dental Nurse Consult	77	150	141
g. Sick Call Encounters	9	21	11
h. Clinical Procedures			
1. Diagnostic	31	63	93
2. Preventive	36	21	56
3. Treatment			
a. Periodontics	0	1	0
b. Restorative	2	9	5
c. Endodontics	0	2	3
d. Oral Surgery	32	33	71
e. Prosthodontics	0	3	0
f. Other	0	6	0

I. On Site Clinical Services (con't)

	QTR 2002	QTR 2001	2002 YTD
C. Psychiatric Services			
1. Psychiatrist			
a. Encounters	67	63	135
b. Consultations	20	11	32
c. Total Encounters/Consults	87	74	167
d. Number of inmates treated	74	59	120
e. Number of incidents/restraints	0	0	0
2. Counselors			
a. Scheduled Individual Visits	250	283	423
b. Scheduled Group Visits	0	0	0
c. Crisis Visits	12	5	20
d. Total	262	288	
D. Infection Control Program			
1. Infectious Disease	QTR 2002	QTR 2001	2002 YTD
a. Skin	48	46	78
b. Eyes	3	4	8
c. Ears, Nose, and Throat	11	19	17
d. Teeth, Mouth, and Tongue	32	52	60
e. Respiratory	3	2	7
f. Gastro/Intestinal	0	1	0
g. Genital/Urinary	31	22	46
h. Other	0	3	0
2. Tuberculosis			
a. Number Tests Given	207	156	407
b. Positive Reaction	3	9	8
c. Follow up chest x-ray	5	9	14
3. Immunizations	0	0	0
4. Laboratory	QTR 2002	QTR 2001	2002 YTD
1. Physician ordered tests (Not <b>STD's/Sexually Transmitted Diseases</b> )	87	99	133
2. STD testing-routine (HIV, RPR, GC, Chlamydia)	121	149	207
3. STD testing-Court ordered (HIV, RPR, GC, Chlamydia)	21	9	24
4. Total	229	257	364

I. On Site Clinical Services (con't)	2nd QTR 2002	2nd QTR 2001	2nd 2002 YTD
E. Referral to MCHD on Site			
1. HIV Referrals	31	32	63
2. STD Referrals	8	8	14
3. +TB/Dr. Referrals	6	11	12
4. Prenatal	0	3	2
	QTR 2002	QTR 2001	2002 YTD
F. Chronic Disease Program			
1. Cardiovascular/Hypertension	39	66	94
2. Seizure Disorder	7	8	15
3. Tuberculosis	0	0	0
4. Diabetes	19	31	37
5. Asthma/COPD	41	53	77
6. AIDS/HIV Seropositive	4	4	5
7. Total Number of patients/TX	110	162	228
	QTR 2002	QTR 2001	2002 YTD
II. Off Site Clinical Services			
A. Physician Referral	13	16	49
B. Dental Referral	0	0	0
C. Hospital Referrals			
1. Emergency Medical Services	6	13	12
2. Outpatient Department	6	18	15
3. Inpatient	0	4	2
D. Radiology			
1. St. Joseph Medical Center	7	12	13
2. Bloomington Radiology			
a. C x R	5	9	14
b. Other	0	0	0
E. Vision			
1. Optometrist Examination	1		0
2. Eye Glasses Dispensed	0	0	0
3. Ocular Prosthesis dispensed	0	0	0
F. MCHD/HIV Clinic	1	1	1
III. Average Daily Inmate Population	208.36	209.53	215

## IJIS Status Report

September 2, 2002

To the honorable members of the Mclean County Justice Committee and the McLean County Board:

Please find below a general status report provided for your information regarding each Work Order over which Information Services has oversight.

### **Work Order #8 - Probation Implementation**

Final in-house modifications are being made to the PSI report. For all practical purposes, this work order is complete due to budget restraints.

### **Work Order #9 - Automated Disposition Reporting**

All grant monies have been received from the State of Illinois. The computer code has been received and we are now waiting for the Circuit Clerk's office to test and accept the program. Additional reports were generated by Information Services, and a file should be sent for testing to AOIC this week.

### **Work Order #10 - National Incident Based Reporting (NIBRS)**

This is grant funded with the State of Illinois and the Illinois State Police. The Illinois State Police is aggressively pursuing this project. McLean County and the City of Waukegan are the principals involved in the development effort. Currently we are determining the data elements to be included in the overall project. Sheriff Dave Owens and his staff serve on the committee.

### **Work Order #11 - Civil Case Analysis**

We have requested cost estimates for the different modules of Civil by July 8<sup>th</sup> for inclusion in the FY 2003 budget. We are also in the process of attempting to bring the Juvenile Detention Center onto the system with what functionality may be available with the system as is.

Vine – the VINE system approved by the Justice Committee has been received. Information Services is currently working on a secure way to transmit the information to the VINE system.

I welcome any questions or comments you might have.

Respectfully Submitted,  
Craig Nelson, Director of Information Services