

## CHAMPAIGN COUNTY BOARD

### COMMITTEE OF THE WHOLE

#### Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda

County of Champaign, Urbana, Illinois

Tuesday, May 10, 2016 – 6:30 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center,

1776 East Washington Street, Urbana, Illinois

#### Agenda Items

#### Page #

- I. **Call To Order**
- II. **Roll Call**
- III. **Approval of Agenda/Addenda**
- IV. **Approval of Minutes**
- A. March 8, 2016 – Revised 1-6
- B. April 12, 2016 7-17
- V. **Public Participation**
- VI. **Communications**
- VII. **Justice & Social Services**
- A. **Monthly Reports** – All reports are available on each department’s webpage through the department reports page at: <http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm>
1. Animal Control – March 2016
  2. Emergency Management Agency – April 2016
  3. Head Start – April 2016
  4. Probation & Court Services – March 2016 & 1<sup>st</sup> Quarter Statistical Report
  5. Public Defender – April 2016
  6. Veterans’ Assistance Commission – March 2016
- B. **Other Business**
- C. **Chair’s Report**
- VIII. **Policy, Personnel, & Appointments**
- A. **Appointments/Reappointments** *\*Italicized Name Denotes Incumbent*
1. **Board of Review – Term June 1, 2016-May 31, 2018 (2Vacancies) 1D, 1R** 18-21  
Applicants:
    - Elizabeth Burgenor-Patton (D)
    - Jason Rogers (R)
  2. **Farmland Assessment Review Committee – Term June 1, 2016-May 31, 2020 (2 Vacancies)** 22-23  
Applicants:
    - Kent Krukewitt
    - Richard Rayburn
  3. **Sangamon Valley Public Water District – Term June 1, 2016-May 31, 2021 (2 Vacancies)** 24-25  
Applicants:
    - Meghan Hennesy
    - Olen Parkhill Jr.
  4. **Penfield Water District – Term June 1, 2016-May 31, 2021 (1 Vacancy)** 26  
Applicant:
    - Steve Parrish
  5. **Dewey Community Public Water District – Term June 1, 2016-May 31, 2021 (1Vacancy)** 27  
Applicant:
    - Josh Birt

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<u>Agenda Items</u>	<u>Page #</u>
6. <u>UC Sanitary District – Term June 1, 2016-May 31, 2019 (1 Vacancy – D)</u> Applicants: <ul style="list-style-type: none"> <li>• Jennifer Putman (D)</li> <li>• Larry Martin (D)</li> <li>• Joyce Marlene Hedrick (D)</li> </ul>	28-39
7. <u>Somer #1 Drainage District – 1 Unexpired Term Ending 8/31/2017</u> Applicant: <ul style="list-style-type: none"> <li>• Chris Conerty</li> </ul>	40-41
8. <u>St. Joseph Drainage District #6 – 1 Unexpired Term Ending 8/31/2017</u> Applicant: <ul style="list-style-type: none"> <li>• Cody Fisher</li> </ul>	42
B. <u>County Clerk</u> 1. April 2016 Report	43
C. <u>County Administrator</u> 1. Administrative Services Monthly Report – April 2016 2. Revised Nursing Home Personnel Policy 3. Job Content Evaluation Committee Recommendation for Animal Control Warden, Senior Position	44-46 47-52
D. <u>Other Business</u>	
E. <u>Chair’s Report</u>	
F. <u>Designation of Items to be Placed on the Consent Agenda</u>	
<b>IX. <u>Finance</u></b>	
A. <u>Treasurer</u> 1. Monthly Report – April 2016 – Reports are available on the Treasurer’s Webpage at: <a href="http://www.co.champaign.il.us/TREAS/reports.htm">http://www.co.champaign.il.us/TREAS/reports.htm</a>	
B. <u>Auditor</u> 1. Monthly Report – April 2016 – Reports are available on the Auditor’s Webpage at: <a href="http://www.co.champaign.il.us/Auditor/monthlyreports.htm">http://www.co.champaign.il.us/Auditor/monthlyreports.htm</a> 2. Resolution Authorizing Inter-Fund Loans from Fund Reserves to Other Funds	53-54
C. <u>Nursing Home Monthly Report</u> (to be distributed)	
D. <u>Emergency Management Agency</u> 1. Request Approval of Application for, & If Awarded, Acceptance of Hazardous Materials Emergency Planning Grant	55-70
E. <u>State’s Attorney</u> 1. Request Approval of Intergovernmental Agreement Between the Illinois Department of Healthcare and Family Services and the Champaign County State’s Attorney, Term July 1, 2016 – June 30, 2017	71-90
F. <u>County Administrator</u> 1. FY2016 General Corporate Fund Projection Report (to be distributed) 2. FY2016 General Corporate Fund Budget Change Report (to be distributed) 3. Resolution Adopting the Champaign County Financial Policies 4. FY2017 Budget Process Resolution 5. Job Content Evaluation Committee Recommendation for Animal Control Warden, Senior Position	91-98 99-101 47-52

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**Agenda Items**

**Page #**

- G. Other Business
- H. Chair's Report
- I. Designation of Items to be Placed on the Consent Agenda
  
- X. **Other Business**
- XI. **Adjournment**

*All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.*

*Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.*

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**CHAMPAIGN COUNTY BOARD**  
**COMMITTEE OF THE WHOLE MINUTES**

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4 **Finance; Policy, Personnel, & Appointments; Justice & Social Services**  
5 **Tuesday, March 8, 2016**  
6 **Lyle Shields Meeting Room**

7 **MEMBERS PRESENT:** Christopher Alix, Jack Anderson, Astrid Berkson, Lloyd Carter,  
8 Lorraine Cowart, Aaron Esry, Stan Harper, Josh Hartke, John Jay,  
9 Gary Maxwell, Jim McGuire, Diane Michaels, Max Mitchell, Patti  
10 Petrie, James Quisenberry, Jon Rector, Giraldo Rosales, Jon  
11 Schroeder, Rachael Schwartz, Sam Shore, C. Pius Weibel  
12

13 **MEMBERS ABSENT:** Shana Harrison  
14

15 **OTHERS PRESENT:** Adelaide Aime (Children’s Advocacy Center Director), Deb Busey  
16 (County Administrator), Joe Gordon (Court Services/Probation Di-  
17 rector), Cam Moore (RPC Executive Director), Tami Ogden (Dep-  
18 uty County Administrator/Finance), Kay Rhodes (County Board  
19 Administrative Assistant), Sheriff Dan Walsh, Dan Welch (Treasur-  
20 er), Mark Whitsitt (Interim Supervisor of Assessments)

21 **CALL TO ORDER**  
22

23 Petrie called the meeting to order at 6:30 p.m.  
24

25 **ROLL CALL**  
26

27 Rhodes called the roll. Alix, Anderson, Berkson, Carter, Cowart, Esry, Harper, Hartke,  
28 Jay, Maxwell, McGuire, Michaels, Mitchell, Petrie, Quisenberry, Rector, Rosales, Schroeder,  
29 Schwartz, Shore, and Weibel were present at the time of roll call, establishing the presence of a  
30 quorum.  
31

32 **APPROVAL OF AGENDA/ADDENDA**  
33

34 **MOTION** by Maxwell to approve the Agenda/Addenda; seconded by Rosales. **Motion**  
35 **carried with unanimous support.**  
36

37 **APPROVAL OF MINUTES**  
38

39 **MOTION** by Esry to approve the minutes of February 9, 2016; seconded by Harper. **Mo-**  
40 **tion carried with unanimous support.**  
41

42 **PUBLIC PARTICIPATION**  
43

44 There was no public participation.  
45  
46  
47

# Committee of the Whole

Finance; Policy, Personnel, & Appointments; Justice & Social Services

Tuesday, March 8, 2016

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48 **COMMUNICATIONS**

49

50 Petrie announced that a celebration regarding the Tuskegee Airmen would be held on  
51 March 24, 2016 at the Urbana Armory. Petrie also announced that a County Board Study Session  
52 would be held on March 29, 2016 regarding facilities planning and funding.

53

54 Quisenberry added that Anke Voss, the Director of the Champaign County Historical Ar-  
55 chives at the Urbana Free Library notified him that they now had access to all records, which  
56 were formerly housed at the Chanute Air Force Base.

57

58 **JUSTICE & SOCIAL SERVICES**

59 Head Start Director Hire

60

61 Moore updated the committee on the process for and the hire of the new Head Start Direc-  
62 tor pending approval from the Chicago office of Head Start. The new director will be Brandi  
63 Granse, a longtime Head Start employee and held several positions within Head Start over the  
64 years.

65

66 Monthly Reports

67

68 All reports were received and placed on file.

69

70 Other Business

71 Semi-Annual Review of Closed Session Minutes

72

73 **MOTION** by Quisenberry that the Justice & Social Services Committee closed session  
74 minutes remain closed pursuant to County Board Resolution No. 7969 Establishing Procedures  
75 for Semi-Annual Review of Closed Session Minutes: seconded by Weibel. **Motion carried with**  
76 **unanimous support.**

77

78 Chair's Report

79

80 Berkson stated that the Racial Justice Task Force meetings are now scheduled to meet in  
81 the Lyle Shields meeting room.

82

83 **FINANCE**

84 Treasurer

85

86 The Treasurer's February 2016 report was received and placed on file.

87

88 Auditor

89

90 The Auditor's February 2016 report was received and placed on file.

91

92 Budget Amendments/Transfers

93

## Committee of the Whole

Finance; Policy, Personnel, & Appointments; Justice & Social Services

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94           **MOTION** by Esry to recommend County Board approval of a resolution authorizing  
95 **Budget Amendment 16-00008** for 080 General Corporate-042 Coroner in the amount of \$5,000  
96 with matching revenue documenting receipt of a federal grant administered by the Illinois De-  
97 partment of Public Health through Carle Hospital for disaster preparedness; seconded by Cowart.  
98 **Motion carried with unanimous support.**  
99

100           **MOTION** by Rector to recommend County Board approval of a resolution authorizing  
101 **Budget Amendment 16-00010** for 080 General Corporate-075 General County for \$145,912  
102 with matching revenue for the remainder of the Justice & Mental Health Collaboration Program  
103 Grant awarded to the County in FY2015; seconded by Michaels. **Motion carried with unani-**  
104 **mous support.**  
105

106           **MOTION** by Cowart to recommend County Board approval of a resolution authorizing  
107 **Budget Amendment 16-00011** for 075 Regional Planning Commission-858 Tenant Based Rent  
108 Assistance, Odd Years with increased appropriations of \$135,000 with matching revenue for al-  
109 ternating grant fiscal years for the Tenant Based Rental Assistance Grant; seconded by Weibel.  
110 **Motion carried with unanimous support.**  
111

112           **MOTION** by Carter to recommend County Board approval of a resolution authorizing  
113 **Budget Amendment 16-00012** for 075 Regional Planning Commission-792 Centralized Intake,  
114 Homeless with increased appropriations of \$47,000 with increased revenue of \$47,000 for receipt  
115 of contract with U.S. Department of Housing and Urban Development for a coordinated entry  
116 process designed to reach homeless households with the highest barriers to accessing assistance;  
117 seconded by Weibel. **Motion carried with unanimous support.**  
118

119           **MOTION** by Esry to recommend County Board approval of a resolution authorizing  
120 **Budget Amendment 16-00014** for 080 General Corporate-140 Correctional Center with in-  
121 creased appropriations of \$16,637 from Fund Balance for benefit pay-out due to several long-time  
122 employee retirements; seconded by Harper. **Motion carried with unanimous support.**  
123

124           **MOTION** by Weibel to recommend County Board approval of a resolution authorizing  
125 **Budget Amendment 16-00015** for 080 General Corporate-040 Sheriff with increased appropria-  
126 tions of \$55,304 from Fund Balance for benefit pay-out due to several long-time employee re-  
127 tirements; seconded by Berkson. **Motion carried with unanimous support.**  
128

129           **MOTION** by Quisenberry to recommend County Board approval of a resolution authoriz-  
130 ing **Budget Amendment 16-00016** for 105 Capital Asset Replacement-059 Facilities Planning  
131 with increased appropriations of \$31,240 from Fund Balance for projects budgeted in FY2015 but  
132 not completed by December 31, 2015; seconded by Michaels. **Motion carried with unanimous**  
133 **support.**  
134

135 Children's Advocacy Center  
136

137           **MOTION** by Quisenberry to recommend County Board approval of **Budget Amendment**  
138 **16-00013**, an emergency funding request to allow for the continuance of Forensic Interviewer po-  
139 sition in FY2016 due to delayed ICJIA grant funding payment for 080 General Corporate-075  
140 General County in the amount of \$25,000 from Fund Balance; seconded by Shore.

## Committee of the Whole

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141 Adelaide Aime, Director of the Children's Advocacy Center discussed the delayed extra  
142 funding and the need for assistance from the County to continue the Forensic Interviewer posi-  
143 tion. She explained that a specially trained interviewer was very important to the welfare of the  
144 children that come through the center. Aime stated that the extra funding had ceased for 6-18  
145 months and the CAC board had no other option but to ask the County for emergency assistance to  
146 continue this position. Discussion followed. **Motion carried with unanimous support.**

147

### 148 County Administrator

149 FY2015 General Corporate Fund Final Budget Reports

150

151 FY2015 General Corporate Fund Final Budget Reports were received and placed on file.

152

### 153 Other Business

154 Semi-Annual Review of Closed Session Minutes

155

156 **MOTION** by Michaels that the Finance Committee closed session minutes remain closed  
157 pursuant to County Board Resolution No. 7969 Establishing Procedures for Semi-Annual Review  
158 of Closed Session Minutes: seconded by Shore. **Motion carried with unanimous support.**

159

### 160 Chair's Report

161

162 None

163

### 164 Designation of Items for the Consent Agenda

165

166 Items C1-7; and D1 were designated for the Consent Agenda.

167

## 168 **POLICY, PERSONNEL, & APPOINTMENTS**

### 169 Appointments/Reappointments

170

171 **MOTION** by Petrie to recommend County Board approval of a resolution appointing  
172 Linda Hascall to the Senior Services Advisory Board for a term ending November 30, 2018; se-  
173 conded by Anderson. **Motion carried with unanimous support.**

174

175 **MOTION** by Petrie to recommend County Board approval of a resolution appointing  
176 Paula Bates as the Champaign County Supervisor of Assessments for a term beginning April 4,  
177 2016 and ending April 3, 2020; seconded by Schroeder. **Motion carried with unanimous sup-  
178 port.**

179

180 **MOTION** by Petrie to recommend County Board approval of a resolution reappointing  
181 Mark Whitsitt as Champaign County Interim Supervisor of Assessments extending his term from  
182 March 18, 2016 through April 1, 2016; seconded by Alix. **Motion carried with unanimous sup-  
183 port.**

184

### 185 County Clerk

186

187 The February 2016 report was received and placed on file.

## Committee of the Whole

Finance; Policy, Personnel, & Appointments; Justice & Social Services

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### 188 County Administrator

189

190 The Administrative Services February 2016 report was received and placed on file.

191

192 **MOTION** by Esry to recommend County Board approval of a resolution authorizing the  
193 destruction of verbatim recordings of closed session meetings; seconded by Jay. **Motion carried**  
194 **with unanimous support.**

195

196 Tami Ogden, the Deputy County Administrator of Finance updated the committee on the  
197 Municipal Electricity Aggregation Program.

198

### 199 Other Business

200

201 **MOTION** by Anderson that the Policy, Personnel, & Appointments Committee closed  
202 session minutes remain closed pursuant to County Board Resolution No. 7969 Establishing Pro-  
203 cedures for Semi-Annual Review of Closed Session Minutes: seconded by Harper. **Motion car-**  
204 **ried with unanimous support.**

205

### 206 Chair's Report

207 Local Foods Policy Council

208

209 Becky Roach, a member of the Local Foods Policy Council discussed the recent loss of  
210 membership going from a nine-member group down to five and the difficulty in filling those va-  
211 cancies. Roach asked that the County allow the Council to sunset at this time.

212

213 Quisenberry announced that the Local Foods Policy Council would sunset pursuant to  
214 Resolution No. 8801 at the end of March 2016, no further action was necessary. Former members  
215 planned to regroup this fall to discuss a new plan of action.

216

### 217 Designation of Items to be Placed on the Consent Agenda

218

219 Items A1-3 and C2 were designated for the Consent Agenda.

220

### 221 Closed Session

222

223 **MOTION** by Alix to enter into closed session pursuant to 5 ILCS 120/2(c)3 to consider  
224 the selection of a person to fill a public office and pursuant to 5 ILCS 120/2(c)1 to consider the  
225 employment, compensation, discipline, performance, or dismissal of an employee; seconded by  
226 He further moved that the County Administrator, members of the County Administrator Search  
227 Committee and the recording secretary remain present. **Motion carried unanimously with a roll**  
228 **call vote.**

229

230 The committee entered into closed session at 7:52 p.m.

231

232 The committee returned to open session at 9:29 p.m. Rhodes called the roll. Alix, Ander-  
233 son, Berkson, Carter, Cowart, Esry, Harper, Jay, Maxwell, McGuire, Michaels, Mitchell, Petrie,

## **Committee of the Whole**

*Finance; Policy, Personnel, & Appointments; Justice & Social Services*

*Tuesday, March 8, 2016*

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234 Quisenberry, Rector, Rosales, Schroeder, Schwartz, Shore, and Weibel were present at the time of  
235 roll call, establishing the presence of a quorum.

236

### Approval of County Engineer Employment Contract

238

239 **MOTION** by Cowart to recommend County Board approval of a resolution authorizing  
240 the County Engineer Employment contract; seconded by Mitchell. **Motion carried with unani-**  
241 **mous support.**

242

### OTHER BUSINESS

244

245 There was no other business.

246

### ADJOURNMENT

248

249 **MOTION** by Esry to adjourn; seconded by Jay. **Motion carried with unanimous sup-**  
250 **port.**

251

252 The meeting adjourned at 9:32 p.m.

253

254 Respectfully submitted,

255

256 Kay Rhodes,

257 Administrative Assistant

258 *Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

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**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE MINUTES**

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4 **Finance; Policy, Personnel, & Appointments; Justice & Social Services**  
5 **Tuesday, April 12, 2016**  
6 **Lyle Shields Meeting Room**

7 **MEMBERS PRESENT:** Christopher Alix, Jack Anderson, Astrid Berkson, Lorraine Cowart,  
8 Aaron Esry, Stan Harper, Josh Hartke, Gary Maxwell, Jim  
9 McGuire, Diane Michaels, Max Mitchell, Pattsy Petrie, James Quisenberry, Jon Rector, Giraldo Rosales, Rachael Schwartz, Sam  
10 Shore, C. Pius Weibel  
11

12  
13 **MEMBERS ABSENT:** Lloyd Carter, Shana Harrison, John Jay, Jon Schroeder  
14

15 **OTHERS PRESENT:** Deb Busey (Interim County Administrator), John Farney (Auditor),  
16 Scott Gima (Vice President MPA), Tami Ogden (Deputy County  
17 Administrator/Finance), Kay Rhodes (County Board Administrative  
18 Assistant), Dan Welch (Treasurer), Gary Winschel (MPA Fiscal  
19 Services)  
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24 **CALL TO ORDER**

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Petrie called the meeting to order at 6:33 p.m.

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**ROLL CALL**

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Rhodes called the roll. Alix, Anderson, Berkson, Cowart, Esry, Harper, Hartke, Maxwell, McGuire, Michaels, Mitchell, Petrie, Quisenberry, Rector, Rosales, Schwartz, Shore, and Weibel were present at the time of roll call, establishing the presence of a quorum.

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**APPROVAL OF AGENDA/ADDENDA**

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**MOTION** by Shore to approve the Agenda/Addenda; seconded by Quisenberry. Alix reversed the order of Finance items E1-2 (County Clerk). Quisenberry removed the Fire Protection District appointments, item A-1 under Policy, Personnel, & Appointments to be forwarded to the County Board meeting for discussion and action. Busey removed item F1 (St. Attorney) under Finance and item F3 (Nursing Home Personnel Policy) under Policy, Personnel, and Appointments. **Motion carried with unanimous support.**

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**APPROVAL OF MINUTES**

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**MOTION** by Rosales to approve the minutes of March 8, 2016; seconded by Rector. Harper pointed out an inconsistency on lines 100-104. **Motion** by Weibel to defer approval of minutes until next meeting to allow for correction; seconded by Quisenberry. **Motion to defer carried with unanimous support.**

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46 **OMNIBUS MOTION** by Quisenberry to approve the County Administrator Search  
47 Committee minutes: February 18, 2016; February 25, 2016 Sessions 1 & 2; and March 1, 2016;  
48 seconded by Weibel. **Motion carried with unanimous support.**

49

### PUBLIC PARTICIPATION

50

51 There was no public participation.

52

### COMMUNICATIONS

53

54 Quisenberry reminded the committee members that the new County Administrator, Rick  
55 Snider, would begin his employment on Monday, April 18, 2016.

56

### JUSTICE & SOCIAL SERVICES

#### Monthly Reports

57

58 **MOTION** by Cowart to receive all reports and place on file; seconded by Rosales. **Mo-**  
59 **tion carried with unanimous support.**

60

#### Other Business

61

62 There was no other business.

63

#### Chair's Report

64

65 There was no Chair's report.

66

### FINANCE

#### Treasurer

67

68 The Treasurer's March 2016 report was received and placed on file.

69

70 **MOTION** by Esry to recommend County Board approval of a resolution authorizing the  
71 County Board Chair to assign a Mobile Home Tax Sale Certificate of Purchase for permanent  
72 parcel 14-023-0065; seconded by Michaels. **Motion carried with unanimous support.**

73

#### Auditor

74

75 The Auditor's March 2016 and Quarterly Financial reports were received and placed on  
76 file. Farney discussed his memo concerning the financial issues facing the nursing home. He  
77 shared the following information.

78

79 The Champaign County Nursing Home was subject to an audit by the Bureau of Medicaid  
80 Integrity for the period July 1, 2012 through December 31, 2013. The audit determined that the  
81 Nursing Home had been over paid \$307,076.22 and repayment has begun. In December 2015, Janu-  
82 ary 2016 and February 2016, the State deducted \$51,179.37 per month for a total of \$153,538.11.  
83 The remaining balance of \$153,538.11 will be paid over a 6-month period starting on July 1, with  
84 monthly instalments of \$25,589.68.

85

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93 Farney noted that the audit did not find any wrongdoing by Nursing Home and it was not  
94 fined. On June 27, 2014, the Nursing Home received a payment from the State to assist with the sig-  
95 nificant outstanding Medicaid liability associated with services provided to residents with pending  
96 Medicaid applications. The total amount of this advance was \$438,053.10.

97  
98 In February, the State reduced the Nursing Home's Medicaid remittance by \$73,008.85  
99 against the advance. The State will deduct this amount from remittances over the next five months.

100  
101 Farney explained that Medicaid remittance will be reduced by \$73,008.85 per month in  
102 March, April, May & June; then by \$98,598.53 in July; and finally by \$25,589.68 per month from  
103 August thru December with a small adjustment in December. These reductions have had a great  
104 impact on the Nursing Home's cash flow.

105  
106 As of March 9, 2016, the Nursing Home had outstanding Accounts Payable requisitions  
107 totaling \$1,688,077. As of April 5, 2016, that number had increased to \$1,805,885. This number  
108 represents requisitions that have been entered into the County's AS400 Accounting system, but  
109 have not yet been submitted for payment. This includes bills incurred in both FY2015 and  
110 FY2016 and although the oldest requisitions are dated May 2015, the majority of them begin in  
111 October 2015. Simply stated, the Nursing Home is accumulating more debt than it can pay on a  
112 monthly basis.

113  
114 Farney pointed out that the immediate concern is payment to vendors, including Cham-  
115 paign County. The Nursing Home owes Champaign County for FICA (Fund 188) \$94,492, IMRF  
116 {Fund 088} \$85,071, Worker's Compensation (Fund 476) \$13,871 for the period January 8  
117 through March 18, 2016. A typical bi-weekly payroll for the home is approximately \$240,000.

118  
119 As of March 31, 2016, after accounts payable, payroll and the associated fringe benefit  
120 payment to the appropriate County Funds (IMRF, Health Insurance, etc.), the Nursing Home's  
121 available cash fell to \$1,700. The County Treasurer requires a minimum balance after payment of  
122 requisitions/payroll/fringe benefits of \$25,000. The Nursing Home requested that an exception.  
123 The cash balance as of April 5, 2016, was \$16,834.

124  
125 Failure to make full, timely, payments to the County for the Nursing Home's fringe bene-  
126 fits could negatively affect all County employees, regardless of where they work. Farney cited an  
127 outside vendor as an example: Medical Staffing Network (MSN)-the Nursing Home's contract  
128 nursing agency, notified the Nursing Home Administrator this week of their intention to cut off  
129 services without an immediate payment plan. The Nursing Home owes MSN over \$280k. The  
130 vendor requested payments of \$6,000 a week. This would drastically affect payment of payroll  
131 and fringe benefits. The Nursing Home did not enter into this payment plan.

132  
133 The amount of Accounts Receivables due the Nursing Home is in the range of \$4-5 mil-  
134 lion, depending on the point during the year when reported. According to Gary Winschel, CFO of  
135 MPA, that total includes several components.

136  
137 Of the \$5 million, approximately \$3.5 million are receivables that are less than 90 days  
138 old. This includes, but is not limited to Private Pay, Medicare Advantage/HMO/Insurance, Hos-  
139 pice, Adult Day Care and VA payments. These are normal monthly billings, which are paid on a  
140 regular basis.

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141           Approximately \$1.3 million is the Intergovernmental Transfer (IGT) payment due from  
142 the State of Illinois that dates back to FY2011 or before. According to Winschel, MPA Financial  
143 Services, there is no timeline for payment and there is no guarantee the State will actually pay  
144 these funds.

145  
146           Champaign County is not alone in this situation as other counties also await payment of  
147 these funds. Lastly, approximately \$200k consists of aged accounts turned over to an attor-  
148 ney/collection agency for disposal.

### 149 Nursing Home Monthly Report

150  
151  
152           Anderson asked what would happen in the event that the Nursing Home could not gener-  
153 ate payroll. Welch explained that the Treasurer's office accepts real estate tax payments in ad-  
154 vance during the month of December and this year they have collected approximately \$2.5 mil-  
155 lion. The Nursing Home cash balance as of April 12, 2016 is \$185,000 and the amount needed in  
156 order to make payroll this week is \$243,000. Welch felt it would be appropriate to advance them  
157 the shortage of \$58,000, if needed, from the \$2.5 million in advance real estate tax payments. This  
158 advance would be expected to be paid back as quickly as possible.

159  
160           Welch said one of his main responsibilities as Treasurer is to protect the General Corpo-  
161 rate Fund. Over the years, the Nursing Home has received approximately \$1.6 million in trans-  
162 fers. Then the County decided to make loans instead of simply transferring funds from the Gen-  
163 eral Corporate Fund to the Nursing Home. The balance of these loans approached \$3 million,  
164 placing a strain on the Fund Balance. Welch added that very little of the funds that were trans-  
165 ferred and loaned to the Nursing Home have been paid back to the General Corporate Fund. He  
166 estimated the total loss for the General Corporate Fund to be \$1.9 million.

167  
168           Welch added that his solution for the Nursing Home payroll is a temporary and moving  
169 forward the County needs to have a plan in place that will not affect the General Corporate Fund.

170  
171           Gima believed that based on anticipated cash receipts the advance discussed by Welch  
172 would not be needed this time. He pointed out that April is a 3-payroll month, which puts a strain  
173 on the cash balance. However, if the cash advance were needed, he was confident that it could be  
174 repaid by Monday of the next week. Gima explained that MPA is performing cash flow projec-  
175 tions, updated on a weekly basis. Based on the cash flow projections, even if the Nursing Home  
176 does not receive its Medicaid payments at the end of the month, they will still make payroll at the  
177 end of the month as well.

178  
179           Michaels pointed out that if all available cash is used for payroll, then the downside is that  
180 the vendors will need to wait for payment. Gima agreed with this statement. Gima explained the  
181 Nursing Home cash flow from the MPA/Nursing Home's perspective in the Nursing Home  
182 Monthly Report as follows.

183  
184           *Two issues have impacted Medicaid cash flow, the OIG Medicaid overpayments*  
185 *and the Medicaid application loan repayments that began in January without any*  
186 *prior notification from HFS. Combined, the two repayments reduced cash by \$388k*  
187 *through March.*

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188        *The OIG audit repayments deducted \$51,179.37 per month in December, January*  
189        *and February totaling \$153,538. The OIG has agreed to a restructured repayment*  
190        *plan for the remaining \$153,538 starting July 1<sup>st</sup> and will be repaid over six*  
191        *months.*

192  
193        *The Medicaid application loan repayments began without prior notification from*  
194        *HFS beginning in January. \$78,008.05 was deducted for January, February and*  
195        *March totaling \$234,024. Because there was no prior notification by HFS, the rea-*  
196        *son for the deduction was not determined until late February. HFS was immediately*  
197        *contacted. As of last week, HFS has agreed to discuss the matter, but last week,*  
198        *postponed the scheduling of a meeting. The good news is that HFS is not saying no.*  
199

200        *Payables are being delayed to conserve cash. A typical month average \$800k. In*  
201        *January, \$379k as paid. In February, \$380k was paid. In March, \$424k was paid.*  
202        *We continue to work with our vendors and prioritize payments as needed. Some*  
203        *vendors will not be flexible and one of our staffing agencies for example has been*  
204        *unwilling to work with us. Because CNA hires have been strong in recent months,*  
205        *agency usage is down and CCNH has contracts with other agencies.*  
206        *Receivables is obviously a key issue.*  
207

208        *The IGT reconciliation is not a high priority for HFS. Not that it helps CCNH, but*  
209        *DeKalb's IGT receivables is also exceeds \$1 million. Medicaid applications is the*  
210        *second largest receivable issue totaling \$600k owed and about \$100k in monthly*  
211        *lost revenue. CCNH is currently working with a consultant to assist in expediting*  
212        *the processing of existing applications and will be used to assist with new applica-*  
213        *tions. LeadingAge, the Illinois not-for-profit organization has assisted county*  
214        *homes with IGT matters in the past but they also have been unsuccessful in getting*  
215        *HFS to attend to this matter. I have very frequent conversations with LeadingAge*  
216        *regarding all of the above issues.*  
217

218        *The third receivables piece is the MMAI. Between Health Alliance and Molina, ap-*  
219        *proximately \$200k is still outstanding that is more than 30 days out. Continued*  
220        *regular communication and pressure continues.*  
221

222        *Census is the final variable. Medicare and VA census has been increasing, but more*  
223        *is needed. Josh (Admissions Director), Jessica (Rehab Unit Manager) Allie (Rehab*  
224        *Director) has all been at both area hospitals to evaluate referrals. Josh is routinely*  
225        *contacting assisted living facilities in the area. The marketing strategies will further*  
226        *define the efforts to increase census. A similar circumstance took place in 2011 due*  
227        *to Medicaid and IGT payment delays and the situation was successfully managed*  
228        *under much worse conditions where payables reached close to \$3.4 million at its'*  
229        *worst.*  
230

231        Petrie asked how much the Nursing Home owed for agency nursing staff. Gima did not  
232        have those figures. Farney volunteered that the amount was approximately \$280,000. Petrie asked  
233        what the total amount due to vendors was to date. Farney said the amount he had listed in his  
234        memo was \$1,805,885 as of April 5, 2016. Alix asked how old the outstanding invoices were.

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235 Farney said the oldest outstanding invoice goes back to May 2015, but most go back to  
236 October 2015, so payments to vendors are averaging 120 days out.

237  
238 Petrie stated for the record that earlier in the year the Treasurer went out in good faith to  
239 talk to banks for the Nursing Home Revenue Anticipation Notes and was not provided with the  
240 full financial picture placing him at a disadvantage. Quisenberry noted that although the loan from  
241 the State was not tied directly to specific cases, it seems that it could have been set aside in an es-  
242 crow knowing that it would need to be paid back at some point.

243  
244 Berkson summarized that the State owed the Nursing Home money for unprocessed  
245 claims and so the State provided a lump sum loan and is now taking back the loan without having  
246 paid the Nursing Home the money due for the unprocessed claims. Gima agreed with the sum-  
247 mary.

248  
249 Alix clarified that the State and the Nursing Home entered into a loan agreement, which  
250 contained terms for repayment with three installments to begin April 2015. The repayment should  
251 not have been a surprise to the Nursing Home. Alix asked if Nursing Home staff had subsequent  
252 communications from the State that led them to believe that the loan would be paid back later.

253  
254 Farney stated that the Auditor's office contacted MPA/Nursing Home staff regarding the  
255 repayments in April 2015 and were informed that the State had delayed the repayments. Gima  
256 clarified that the information came through the Nursing Home Association. The relayed infor-  
257 mation was that the State would submit legislation to put off repayment until the summer of 2016.

258  
259 Rector asked for more consistency in the design and appearance of graphs presented in the  
260 Monthly Nursing Home Reports. Rector charged County Board members with the creation of an  
261 action plan to address the Nursing Home financial issues.

262  
263 Petrie recommended a five-minute break at 7:50 p.m. The Committee of the Whole re-  
264 sumed the meeting at 8:00 p.m. Harper and Hartke did not return to the meeting.

265  
266 Rhodes called the roll. Alix, Anderson, Berkson, Cowart, Esry, Maxwell, McGuire,  
267 Michaels, Mitchell, Petrie, Quisenberry, Rector, Rosales, Schwartz, Shore, and Weibel were pre-  
268 sent at the time of roll call, establishing the presence of a quorum.

269  
270 The Nursing Home report was received and placed on file.

271  
272 Budget Amendments/Transfers

273  
274 **MOTION** by Michaels to recommend County Board approval of a resolution authorizing  
275 **Budget Amendment 16-00020** for 080 General Corporate-010 County Board in the amount of  
276 \$2,721 with no matching revenue for appropriations related to County Administrator Search in  
277 FY2016; seconded by Cowart. **Motion carried with unanimous support.**

278  
279 **MOTION** by Esry to recommend County Board approval of a resolution authorizing  
280 **Budget Amendment 16-00021** for 080 General Corporate-010 County Board with increased ap-  
281 propriations of \$55,977 and no matching revenue required to cover benefits payout for retiring

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282 County Administrator; Transition Services Contract; and relocation expenses for Rick Snider; se-  
283 conded by Anderson. **Motion carried with unanimous support.**

284  
285 **MOTION** by Shore to recommend County Board approval of a resolution authorizing  
286 **Budget Amendment 16-00022** for 080 General Corporate/040 Sheriff with increased appropria-  
287 tions of \$8,500 with matching revenue received from a donation from the Journey Foundation for  
288 body camera expenses; seconded by Cowart. **Motion carried with unanimous support.**

289  
290 **MOTION** by Cowart to recommend County Board approval of a resolution authorizing  
291 **Budget Amendment 16-00023** for 080 General Corporate/031 Circuit Court to increase appro-  
292 priations by \$20,000 with no matching revenue because the Mortgage Foreclosure Mediation  
293 Program expenses were not included in the FY2016 budget; seconded by Rosales. **Motion car-**  
294 **ried with unanimous support.** Petrie requested that this item be withheld from the County Board  
295 Consent Agenda so that the Circuit Court could provide more information on the program to the  
296 County Board.

297  
298 **MOTION** by Michaels to recommend County Board approval of a resolution authorizing  
299 **Budget Amendment 16-00025** for 105 Capital Asset Replacement-042 Coroner with increased  
300 appropriations of \$4,200 with matching revenue from the sale of a 2003 van to furnish equipment  
301 for a new van purchased in 2016; seconded by Quisenberry. **Motion carried with unanimous**  
302 **support.**

303  
304 **MOTION** by Quisenberry to recommend County Board approval of a resolution authoriz-  
305 ing **Budget Amendment 16-00024** for 080 General Corporate-022 County Clerk with increased  
306 appropriations of \$104,482 from Fund Balance to cover expenses for 2016 General Election for  
307 increase to Election Judges' Daily compensation, if approved; seconded by Maxwell.

308  
309 Hulten explained that the March 15, 2016 General Primary Election, received an extreme-  
310 ly large turnout and coupled with new unfunded state mandates it placed a strain on resources and  
311 caused unacceptably long lines in many Election Day voting locations.

312  
313 Hulten explained that in preparation for the November 8, 2016 General Election, his office  
314 is evaluating all feedback from the Primary and examining all systems to avoid lengthy waits for  
315 voters. He explained that although they are unable to predict November's turnout, his request, if  
316 approved, would help his office to be better prepared for unprecedented increases. Hulten stated  
317 that he would return any unspent funds to the General Corporate Fund after the election.

318  
319 Hulten added that he wanted additional resources in several areas to assist with prepara-  
320 tion for and administration of the November 8, 2016 General Election and those areas were: In-  
321 crease the number of Election Judges; Increase the compensation of Election Judges; Additional  
322 Electronic Pollbooks; Staff overtime; Ballot printing; Temporary staff; and Voter education. **Mo-**  
323 **tion carried – roll call vote was unanimous, 16-0.** Alix, Anderson, Berkson, Cowart, Esry,  
324 Maxwell, McGuire, Michaels, Mitchell, Petrie, Quisenberry, Rector, Rosales, Schwartz, Shore,  
325 and Weibel voted in favor of the motion.

326

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327 **MOTION** by Quisenberry to recommend County Board approval of a resolution estab-  
 328 lishing Election Judges’ daily compensation; seconded by Rector. Maxwell abstained from the  
 329 vote due to a possible conflict of interest. **Motion carried.**

330  
 331 **MOTION** by Quisenberry to recommend County Board approval of a resolution authoriz-  
 332 ing **Budget Amendment 16-00016** for 105 Capital Asset Replacement-059 Facilities Planning  
 333 with increased appropriations of \$31,240 from Fund Balance for projects budgeted in FY2015 but  
 334 not completed by December 31, 2015; seconded by Michaels. **Motion carried with unanimous**  
 335 **support.**

336  
 337 County Administrator  
 338 Financial Auditing Services

339  
 340 Ogden explained that all responses to RFP 2016-001 for Financial Auditing Services were  
 341 reviewed by an evaluation team consisting of Chris Alix, Deputy Chair, Finance Committee; Di-  
 342 ane Michaels, Assistant Deputy Chair, Finance Committee; John Farney, Auditor; Barbara Ram-  
 343 say, Chief Deputy Auditor; Dan Welch, Treasurer; Betty Murphy, Acting CEO Regional Planning  
 344 Commission; and herself and they recommended Baker Tilly. Ogden stated that the St. Attorney’s  
 345 office is still reviewing the contract, but she did not expect any substantial changes.

346  
 347 **MOTION** by Weibel to recommend County Board approval of a resolution for award of  
 348 contract to Baker Tilly for Financial Auditing Services pursuant to RFP 2016-001; seconded by  
 349 Michaels. **Motion carried with unanimous support.** Petrie requested that the item be withheld  
 350 from the County Board Consent Agenda since the final contract was not available for review.

351  
 352 Five-Year Financial Forecast

353 Ogden presented the Five-Year Financial Forecast to the committee. Ogden concluded  
 354 that as the County prepares to establish parameters for the preparation and adoption of its  
 355 FY2017 budget, it is evident that it will continue to face the challenges of ensuring a balanced  
 356 budget and minimum General Corporate Fund balance of 12.5%.

357 Challenges are further magnified by the projected costs associated with the County's addi-  
 358 tional technology and facility needs. In FY2015 and FY2016, the County utilized financial re-  
 359 sources to analyze its facilities and business operations along with the associated costs of achiev-  
 360 ing optimal maintenance and operations. Projected costs associated with each study listed below:

	Financial System Business Case Report	Facilities Condition Assessment	Sheriffs Operations Master Plan
Completed	April 2016	November 2015	January 2015
Conducted by	GFOA	Bailey Edward	Gorski Reifsteck
Projected Total Cost	\$1.1-\$1.8 million (over 2 years)	\$45 - \$55 million (over 10 years)	\$32.1 - \$32.6 million (over 20 years)
Projected Annual Cost	Maintenance \$40,000 - \$60,000	\$4.5 - \$5.5 million	Debt Service \$2.6 million

362 Moving forward it is essential for the County to effectively control expenditures, strate-  
 363 gize the optimal use of its current financial resources and explore its capacity to generate addi-

## **Committee of the Whole**

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364 tional financial funding in order to continue to provide superior public services, appropriately  
365 maintain its facilities, and efficiently conduct its business operations.

366

367 GFOA Business Case Report and Project Charter

368 Rhodes presented the GFOA Business Case Report and Project Charter for the proposed  
369 Enterprise Resource Planning (ERP) System. The GFOA Business Case Report Executive Sum-  
370 mary is as follows:

371

372 The shelf life of most financial systems for local governments averages 15 years. Cham-  
373 paign County has relied on their current configuration for twice that amount of the time. While  
374 Successful, to date, the continued use of the County's AS/400 financial system is at a crossroads.  
375 The lack of continued upgrades and expanded functionality has created a system that falls short of  
376 the County's business needs. Recent external audits have also highlighted the vulnerabilities of  
377 the current system and the need for replacement in the near future. However, the most concerning  
378 system related issue is the anticipated amount of turnover within Information Technology due to  
379 retirement over the next few years. The risk of losing the institutional knowledge from current  
380 employees of the existing configuration of the system increases the longer the County maintains  
381 its current setup and processes.

382

383 As is the case with other governments, shadow systems have been created over time to fill  
384 the gaps not met by the main system. This often leads to inefficiencies. The County can take ad-  
385 vantage of new technologies and new features, but more importantly it can use the project as an  
386 opportunity to revise business processes, improve integration between existing systems (those that  
387 are not replaced), and between business processes, and ultimately re-think the way it operates –  
388 such as re-thinking the division of responsibilities between the central offices and the user de-  
389 partments.

390

391 As part of GFOA's business case assessment for the County, GFOA reviewed how the  
392 County currently uses its AS/400 system. It is clear that the County's full system (including tech-  
393 nologies, policies, and processes) could benefit from an improvement effort and update.

394

395 GFOA has identified numerous examples where the County could benefit from process  
396 improvements. The County's processes are very common of an organization utilizing a legacy  
397 financial system. Due to system limitations, the County has created work arounds and manual  
398 processes to accomplish necessary tasks (such as financial reporting or administration of purchas-  
399 ing policies). These processes can be inefficient, inconsistent, and require significantly more  
400 manual effort than other organizations employing modern software.

401

402 In addition, GFOA noted that there were many examples of processes that were largely  
403 created many years ago (likely when the system was implemented) and have not been completely  
404 updated as standards or technologies changed or as the County become more complex. In other  
405 areas, the County has built significant complexity into the system or process (example: chart of  
406 accounts) as a way of addressing current issues with outdated technology.

407

408 Rhodes presented the Project Charter for ERP System Selection and Implementation.  
409 Champaign County is working to achieve the County Board's goal of replacing legacy financial  
410 systems (accounting, budgeting, purchasing and fixed asset management) and the current human

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411 resource/payroll system with a modern Enterprise Resource Planning (ERP) system that will al-  
412 low easier access for County users along with better management, integration, reporting, entry of  
413 information, forecasting and public transparency. Rhodes stated that the major goals for this pro-  
414 ject include: Replacement of AS400 based system; Elimination of “shadow” systems; Moderniza-  
415 tion of interfaces; Optimization of business processes for improved efficiency; Transparency; In-  
416 tegration with third party systems; Document management; Knowledge transfer; Improved fore-  
417 casting through better access to information; and Redesigned Chart of Accounts.

418

### 419 Other Business

420

421 There was no other business.

422

### 423 Chair’s Report

424

425 There was no Chair’s report.

426

### 427 Designation of Items for the Consent Agenda

428

429 Items A2; D1-3, 5 and E2 were designated for the Consent Agenda.

430

## 431 POLICY, PERSONNEL, & APPOINTMENTS

### 432 Appointments/Reappointments

433

434 **MOTION** by Weibel to recommend County Board approval of a resolution appointing  
435 County Board members Alix, Harper, Hartke, Maxwell, Petrie, Schroeder, and Schwartz to the  
436 Facilities/Finance Special Committee; seconded by McGuire. **Motion carried with unanimous**  
437 **support.** Petrie indicated that the Special Committee would meet the day after the County Facili-  
438 ties Committee.

439

### 440 County Clerk

441

442 The March 2016 report was received and placed on file.

443

### 444 Animal Control

445

446 **MOTION** by Anderson to approve request for evaluation and reclassification of one An-  
447 imal Control Warden position by the Job Content Evaluation Committee; seconded by Shore.  
448 **Motion carried.**

449

### 450 Sheriff

451

452 **MOTION** by Anderson to recommend County Board approval of a resolution approving  
453 the proclamation designating the week of May 1<sup>st</sup> as National Correctional Officer Week; second-  
454 ed by McGuire. **Motion carried with unanimous support.**

455

456 **MOTION** by Rector to recommend County Board approval of a resolution approving the  
457 proclamation designating the week of May 10<sup>th</sup> as National Police Week; seconded by Shore. **Mo-**

## Committee of the Whole

Finance; Policy, Personnel, & Appointments; Justice & Social Services

Tuesday, April 12, 2016

Page 11

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458 **tion carried with unanimous support.** Petrie requested that both items be withheld from the  
459 County Board Consent Agenda to allow the resolutions to read aloud at the County Board meet-  
460 ing.

461  
462 County Administrator

463  
464 The Administrative Services March 2016 report was received and placed on file.

465  
466 **MOTION** by Esry to recommend County Board approval of a resolution appointing  
467 County Administrator Richard S. Snider as the Authorized Agent for IMRF for Champaign Coun-  
468 ty; seconded by Anderson. **Motion carried with unanimous support.**

469  
470 Other Business

471  
472 There was no other business.

473  
474 Chair's Report

475  
476 Quisenberry announced that the County had several ordinances/resolutions, which affect-  
477 ed the County Purchasing Policy. He would work with the new administrator to create an updated  
478 purchasing policy by consolidating all purchasing references discussed in other County ordinanc-  
479 es/resolutions.

480  
481 Designation of Items to be Placed on the Consent Agenda

482  
483 Items B1 and F2 were designated for the Consent Agenda.

484  
485 **OTHER BUSINESS**

486  
487 **MOTION** by Quisenberry to approve the Committee of the Whole Closed Session  
488 Minutes of March 8, 2016; seconded by Rosales. **Motion carried with unanimous support.**

489  
490 **OMNIBUS MOTION** by Quisenberry to approve the County Administrator Search  
491 Committee Closed Session Minutes for February 18, 2016; February 25, 2016 Sessions 1 & 2;  
492 and March 1, 2016; seconded by Esry. **Motion carried with unanimous support.**

493  
494 **ADJOURNMENT**

495  
496 **MOTION** by Quisenberry to adjourn; seconded by Shore. **Motion carried with unani-**  
497 **mous support.**

498  
499 The meeting adjourned at 10:00 p.m.

500  
501 Respectfully submitted,  
502 Kay Rhodes, Administrative Assistant

503 *Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*



3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

Champaign County has 3 BOR members each with 2 year terms. I have performed the functions of the BOR for the past 4 years and have a good working knowledge of the position. I also have good working relationships with the Supervisor of Assessments office, the Treasurer's, Clerk's and all local Township Assessors and their staff.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

  
Signature

4/11/10  
Date

**CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM**  
**PLEASE TYPE OR PRINT IN BLACK INK**

NAME: Jason P Rogers  
ADDRESS: 1207 W Park Champaign IL 61821  
Street City State Zip Code  
217-621-2496  
EMAIL: PHONE:

Check Box to Have Email Address Redacted on Public Documents

PARTY AFFILIATION: (Please check one)  Democrat  Republican  Other, please explain:

Board of Review  
NAME OF APPOINTMENT BODY OR BOARD:

BEGINNING DATE OF TERM: 06/01/2016 ENDING DATE: 05/31/2018

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I have been involved in Real Estate in numerous different capacities for the past 15 years. My current role in brokerage has included some work with appraisals and substantial volume of BPO work. As a lifetime resident of Champaign County and Real Estate Broker, I have acquired a great deal of knowledge regarding the local property market and relative values. In addition to my professional background, I bring a very strong work ethic and ability to work well with others. This would seem to be an important quality necessary for the board of review, as one is required to deal with the public as well as other county employees. My professional demeanor is one focused on client service, and upholding the public faith in Real Estate professionals. In many ways these skills would carry over to the duties required of the Board of Review.

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

The role of the board of review is review property assessments in Champaign County. That job entails great care be taken in performing the duties of the position. This appointment from the Champaign County Board carries with it the responsibility of maintaining the public trust in our government and tax bodies. I would take the role seriously, as the Board and the public have placed their faith and confidence in me to do so.

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

I know a current member of the Boad of Review, and have know a number of previous employees in that department. I understand the hours required, scope of work, and ongoing education as well as qualifications necessary. Those things and people I am not familiar with I feel I could come up to speed on relatively quickly.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

None that I can think of.

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

*Jason P Rogers* dotloop verified 04/18/16 2:43PM EDT RVC-1NUE-WP38-MPOJ

Signature

Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: J. Kent Krukewitt

ADDRESS: 911 County Road 2400E Homer IL 61849  
Street City State Zip Code

EMAIL: Kent@Krukewittfarms.com PHONE: 217 493 2195

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Farmland Assessment Review Committee

BEGINNING DATE OF TERM: June 1, 2016 ENDING DATE: \_\_\_\_\_

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

Farmed in Champaign County for 43 years; Graduated from the  
University of Illinois College of Agriculture; Currently a Certified  
Crop Advisor that requires knowledge of crop production + soil types;  
Served six years, three as chair, of Champaign County Zoning Board of Appeals.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Have served on the farmland Assessment Committee over the  
past few years

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

J. Kent Krukewitt  
Signature

4/6/2016  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Richard C. Rayburn

ADDRESS: 2451 Co. Rd 700 E. Deerfield IL 61840  
Street City State Zip Code

EMAIL: Richard-gloria@rayburnfarms.com PHONE: 217-369-4888 217-588-4000  
 Check Box to Have Email Address Redacted on Public Documents cell Home

NAME OF APPOINTMENT BODY OR BOARD: Farmland Assessment Review

BEGINNING DATE OF TERM: June 1-2016 ENDING DATE: \_\_\_\_\_

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?  
Member of this Board 15+ years  
Farm Owner  
Acquainted w/ Champaign Co.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
years of Tenure  
owner 1000 Acres

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_

Richard C. Rayburn  
Signature  
March 7, 2016  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Meghan Hennessey

ADDRESS: 1809 E. West Lake Dr. Mahomet IL 61853  
Street City State Zip Code

EMAIL: Meghan.hennessey.co@gmail.com PHONE: 217-586-1442  
 Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Sangamon Valley Public Water District

BEGINNING DATE OF TERM: 5/31/2016 ENDING DATE: 5/31/2017

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?  
I've served on this board already for 2 years. I am  
PTO President for the school district. I have an interest  
in clean water and protecting access to water.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
I know all that has been disclosed to the board for  
the timeframe I have served as a trustee.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

Meghan Hennessey  
Signature  
March 5, 2016  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: OLEN, G PARKHILL JR

ADDRESS: 808 N. PRAIRIE VIEW RD MAHOMET IL 61853  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217 586 4937

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: SANGAMON VALLEY PUBLIC WATER DISTRICT

BEGINNING DATE OF TERM: 5/31/2016 ENDING DATE: 5/31/2021

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

Board Member SUPWD since 1966 to Current Date 5/31/16  
Board Member Local Bank Board of Directors 8 years  
Board Member Illinois Manufactured Housing Ass 32 years  
Illinois Delegate to the National Manufactured Institute  
Washington D.C. 8 years.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Extensive  
Helped Start Water District in 1966

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Olen G Parkhill Jr  
Signature

March 3, 16  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Steve PARRISH

ADDRESS: 117 EAST P.O. Box 83 Perfield IL 61862  
Street City State Zip Code

EMAIL: N/A PHONE: (217) 681-3399

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: TRUSTEE Perfield Water Dist.

BEGINNING DATE OF TERM: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

I have served on Board for 4 terms  
Active Farmer & Grain Supervisor

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I own my own house farmed for 20 yrs  
Keep books for Grain Co. for 4 yrs

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steve Parrish  
Signature

3-4-16  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Joshua Birt

ADDRESS: 106 Third St Dewey IL 61840  
Street City State Zip Code

EMAIL: jbpurstroke@gmail.com PHONE: 217-714-1866  
 Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Dewey Water Board

BEGINNING DATE OF TERM: May 2016 ENDING DATE: \_\_\_\_\_

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?  
I am currently on the water board & help run the water plant

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
I know just about everything the Board does

3. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.  
Dewey Water Board

[Signature]  
Signature  
Date: 4-19-2016

Jennifer Putman  
402 W. Delaware Ave.  
Urbana, IL 61801

April 22, 2016

To: Chair Petrie, Vice-Chair Quisenberry, and Members of the Champaign County Board  
Re: Reappointment to the Urbana-Champaign Sanitary District Board of Trustees

Thank you for reviewing my Request for Appointment as Trustee of the Urbana-Champaign Sanitary District (UCSD) Board. I began service with the UCSD in February 2011, when I was appointed to complete the unexpired term of former UCSD President Christopher Alix. (Chris's seat on the UCSD Board became vacant when he resigned after winning election to the County Board.) County Board Chair Al Kurtz nominated me for a three-year term as Trustee in May 2013; presently I seek appointment to a final three-year term.

I will be proud if reappointed to continue to support the District in its role in educating the public about the processes of wastewater treatment. As expressed by UIUC environmental policy expert Rob Kanter in his July 18, 2010 edition of *Environmental Almanac*: "Treatment of wastewater at the plants renders the effluent capable of supporting life." To learn how this is accomplished first hand, about 50 groups each year tour the District's two treatment plants. The visitors, who range from high school students to UIUC and Parkland College classes to post-doc researchers, come away with an appreciation of how modern society cleans its waste and protects public health. Visitors also observe that at the UCSD, this work is performed with a commitment to preservation of the environment for wildlife and for future generations of *homo sapiens*.

In October 2012 the District hosted its first-ever Open House to show the public what was achieved during a two-year renovation of the Northeast Treatment Plant. More than 200 visitors stopped by, most leaving with respect for the work of the dedicated staff and management of the UCSD. As the District now prepares to "show off" the Southwest Treatment Plant—this time at a spring-themed, May 21 event—I take satisfaction in the Open House having become an *annual* event.

For the first time in its 95-year history, the UCSD was presented the opportunity in 2013 to sell treatment plant effluent. My approach to the economic development opportunities of Project Cronus has been a blend of optimism and caution. The jobs-creating benefits of the proposed urea-based fertilizer production facility have received attention among economic developers and from state legislators. On the other hand, some in the community are concerned that effluent sales have the potential to change the flow of the Salt Fork of the Vermilion River, the Copper Slough, and the Kaskaskia River. The latter are concerned about risks that the sale could pose to the Mahomet Aquifer and to the sustainability of our community water supply. Responding to these concerns, UCSD Trustees approved a Policy Regarding Sale of Effluent, Biosolids, and Other By-products. The Trustees' goal is to ensure that any sale remain consistent with the mission of the UCSD and with the District's focus on public health. To better understand risks attached to Project Cronus (and pertaining to future sales of effluent or biosolids), I consulted individually with members of the Prairie Rivers Network (PRN), Prairie Group Chapter of the Sierra Club, and Mahomet Aquifer Consortium.

Thank you for considering my request for reappointment. I welcome any inquiries you may have about my service as Trustee or about policies and direction of the UCSD Board.

Sincerely yours,

  
Jennifer Putman  
(217) 337-1148

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
PLEASE TYPE OR PRINT IN BLACK INK

NAME: Jennifer Putman

ADDRESS: 402 W. Delaware Ave. Urbana, IL 61801  
Street .net City State Zip Code

EMAIL jenny-p@sbglobal PHONE: (217) 337-1148

Check Box to Have Email Address Redacted on Public Documents

PARTY AFFILIATION: (Please check one)  Democrat  Republican  Other, please explain:

NAME OF APPOINTMENT BODY OR BOARD: Urbana-Champaign Sanitary District  
Board of Trustees

BEGINNING DATE OF TERM: June 1, 2016 ENDING DATE: May 31, 2019

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

See Attached page

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

See Attached page

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

*See Attached page*

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

*Jennifer K. Putman*  
Signature

*April 21, 2016*  
Date

## CHAMPAIGN COUNTY APPOINTMENT REQUEST

[FOR APPOINTMENT TO URBANA-CHAMPAIGN SANITARY DISTRICT BOARD (UCSD)]

### 1. Experience and background that qualify applicant for appointment

When appointed in January 2011 to serve the balance of the term of then-Trustee of the UCSD—now County Board Member—Chris Alix, I brought to the position an academic background in urban planning (BA Urban & Regional Planning, UIUC, 1976), ten years' experience as Illinois property assessment official (working at both township and county levels), and several terms on the Champaign County Board (including service on the ELU Committee and one term as commissioner of the RPC). Combined, my formal education and professional experience provide me with practical knowledge of subdivision and annexation law; commitment to rational, sustainable residential and commercial development; respect for the spirit and letter of Illinois' Open Meetings Act; experience with employees who organize in bargaining units; commitment to intergovernmental cooperation and to rapport among business entities and government; familiarity with the State of Illinois Joint Purchasing Agreement; and the ability to analyze budgets on scale with the UCSD's annual operating budget (\$12–\$18 million).

### 2. Role of the trustee: vision of carrying out responsibilities of the role

- (1) The Trustee should draw on his or her life experience and background to set the broader policies for guidance of the District's operations. When a competent, engaged, professional leads a team of front-line managers who perform well (as is the case with managers presently overseeing the UCSD's seven departments), trustees need not involve themselves in the day-to-day business of the district.
- (2) The Trustee should assist the executive director, managers, and other staff in fulfilling the mission of the district.
- (3) The Trustee should be accessible to the public *and welcome community input.*

*to* I regard my trusteeship as one performed in a supportive and guiding role. I hope to continue joining Director Rick Manner, the managers and other staff, and fellow trustees as the public face of the UCSD. I am committed <sup>to</sup> all elements of the district's mission statement: "To protect the public health and safety, preserve public trust, and protect the natural environment."

I am experienced in the human dynamics of the three-person panel (with past service as Member of the Champaign County Board of Review), and admire the collegial and collaborative decision-making style of the trustees most recently comprising the UCSD board.

## **CHAMPAIGN COUNTY APPOINTMENT REQUEST**

**[FOR APPOINTMENT TO URBANA-CHAMPAIGN SANITARY DISTRICT BOARD (UCSD)]**

3. **Applicant's knowledge of district operations** After five years' service as Trustee I have gained a working knowledge of the following:
- Ordinances that regulate the construction of and connection to sewer lines, and that provide for the maintenance and inspection of sewer connections and sewer extensions
  - Ordinances that establish sewer user charges and connection fees
  - Connection permit information

I am familiar with the Northeast and Southwest Treatment Plants and have toured the District's 27 pumping stations. I understand the seven-department organization of the District's 50 employees, more than half of whom belong to a Teamsters Union collective bargaining unit. I am familiar with a partial listing of the district's vehicular assets (which include a pick-up truck, crane, front-loader, and two vans—one of which is specially equipped for televising sewers).

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
PLEASE TYPE OR PRINT IN BLACK INK

NAME: LARRY L. MARTIN

ADDRESS: 2316 FIRETHORN LN. CHAMPAIGN IL 61822  
Street City State Zip Code

EMAIL: trynlry@comcast.net PHONE: 217-398-5628  
 Check Box to Have Email Address Redacted on Public Documents

PARTY AFFILIATION: (Please check one)  Democrat  Republican  Other, please explain:

NAME OF APPOINTMENT BODY OR BOARD: URBANA-CHAMPAIGN SANITARY DISTRICT

BEGINNING DATE OF TERM: 6/1/2016 ENDING DATE: 5/31/2019

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

LOOKING AT THE MINUTES OF PAST BOARD MEETINGS, I SEE THAT A LOT OF TIME IS SPENT SETTING, REVIEWING, AND CONTROLLING BUDGETS. MY ABILITY TO PAY ATTENTION TO DETAIL WOULD BE A PLUS FOR THIS BOARD. MY LAST POSITION INCLUDED SETTING A SALES AND EXPENSE BUDGET AND MADE SURE BOTH WERE MET.

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

THE ROLE OF A TRUSTEE/COMMISSIONER/BOARD MEMBER IS A POSITION OF TRUST. IN THAT POSITION ONE SHOULD BE AWARE THAT IT IS TAXPAYER DOLLARS YOU ARE SAVING OR SPENDING, AND ACT ACCORDINGLY.

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

A THREE MEMBER SUB-BOARD OF THE CHAMPAIGN COUNTY BOARD THAT OVERSEES AN \$11,000,000 PLUS BUDGET EACH YEAR. THE DAY TO DAY OPERATIONS ARE HANDLED BY AN EXECUTIVE DIRECTOR.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

Signature Harry L. Martin

Date 3/30/2016

## **Work History**

- **2000-2013 Regional Manager, Herff Jones, Inc. Covered 22 States**
- **1984-1996 Sales Manager, Meadow Gold Dairy, Covered 13 States**
- **1974-1984 Various Sales Jobs covering the Midwest Market**

## **Military Service**

- **1976-1996 Illinois National Guard**
- **1972-1976 Missouri National Guard**
- **1970-1971 U S Army, Viet Nam**

## **Education**

- **1968 Graduated from Valley High School, Caledonia MO**
- **1982 Received Bachelor's Degree from Eastern Illinois University**
- **1988 Received Master's Degree in Educational Psychology from Eastern Illinois University with a concentration in guidance and counseling.**

## **Additional Work History**

- **1989-2000 Parkland College, Champaign IL Taught Three Business Courses on a rotating basis: Sales and Marketing, Human Relations in Organizations, and Introduction to Business.**
- **2008-2014 University of Phoenix, Phoenix AZ Taught Critical Thinking.**

## **Volunteer Activity**

- **1987-1988 United Way Section Leader**
- **1989-1996 March of Dimes Board Member**
- **1996-2002 Coached Youth Sports**

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
PLEASE TYPE OR PRINT IN BLACK INK

NAME: Joyce Marlene Hedrick  
ADDRESS: 1212 BRAD DR Urbana IL 61802  
Street City State Zip Code  
EMAIL: joyce.hedrick.jh@gmail.com PHONE: 217-649-6727  
 Check Box to Have Email Address Redacted on Public Documents  
PARTY AFFILIATION: (Please check one)  Democrat  Republican  Other, please explain:

NAME OF APPOINTMENT BODY OR BOARD: Urbana-Champaign Sanitary District  
BEGINNING DATE OF TERM: June 1, 2016 ENDING DATE: MAY 31, 2019

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I have lived and have been a homeowner in Urbana since 1988. I have been a resident of Champaign County most of my life. I graduated from Parkland College in 2001 with an Associate Degree in Applied Science Computer Information Systems. I have been an employee of the University of Illinois since 1965 and currently (over)\*

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

Help establish Policy for the operation of the district. Be familiar with the budget, assist in annual budget preparation and adoption. Adopt ordinances relating to operating rates for the district. Have an understanding of operational and personnel Policies of the UCSD Board. Be available for questions from the Public. a good board member should always ask questions and question administrative recommendations when needed.

\* Question 1 Continued

~~and currently~~ working parttime in records keeping and data management. I was a former member of AFSCME and was a Political Chair Person, and was also involved in Contract negotiations.

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

According to the UCSD website the district has two sewerage treatment plants, one in East Urbana and one in Southwest Champaign. It operates 27 pumping stations and many miles of interceptor sewers. Management consist of an Executive Director.

(OVER)\*

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

Joyce Marlene Hedrick  
Signature

4-22-2016  
Date

\* Question 3

In addition the district employs about 50 staff people.

The operating revenues for the district come from user fees, construction permit fees and Interceptor Sewer Cost Recovery fees.



## **Attachment A**

I am requesting to fill the vacant commissioner position Somer #1 Drainage District, previously held by Troy Flessner who is now deceased.

Although I do not currently own property in the district I have a future vested interest in property owned by blood relatives in the district and have been a tenant crop producer in it for over 27 years.

My hope is to fill the position and to be appointed to it on a permanent basis in November of 2016.

**CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM**  
**Drainage District Commissioner**

**PLEASE TYPE OR PRINT IN BLACK INK**

**NAME:** Cody Jay Fisher

**ADDRESS:** 308 S Water Street St. Joseph IL 61873  
Street City State Zip Code

**EMAIL:** CJfisher88@yahoo.com **PHONE:** (217) 841-4755

Check Box to Have Email Address Redacted on Public Documents

**NAME OF APPOINTMENT BODY OR BOARD:** St. Joseph Drainage District #6

**BEGINNING DATE OF TERM:** unexpired term **ENDING DATE:** 8/31/17

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

1. Do you own land within the drainage district? Yes  No

2. What experience and background do you have which you believe qualifies you for this appointment?

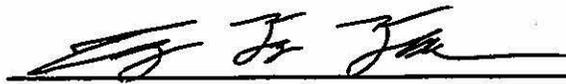
I have lived in the area all my life, since my grandpa farmed  
when I was younger I have always had an interest in land and the Drainage  
of it.

3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

only know of the taxes on my property paid to the district

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

None

  
Signature

Date: 4-3-16



**Gordy Hulten**  
**Champaign County Clerk**  
Champaign County, Illinois

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

Vital Records: (217)384-3720  
Elections: (217)384-3724  
Fax: (217)384-1241  
TTY: (217)384-8601

**COUNTY CLERK**  
**MONTHLY REPORT**  
**APRIL**  
**2016**

Liquor Licenses & Permits	140.00
Civil Union License	0.00
Marriage License	5,110.00
Interests	30.10
State Reimbursements	-
Vital Clerk Fees	25,828.30
Tax Clerk Fees	6,191.74
Refunds of Overpayments	-
<b>TOTAL</b>	<b>37,300.14</b>
Additional Clerk Fees	1,696.00



# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE  
MANAGEMENT SERVICES

Richard S. Snider, County Administrator

## ADMINISTRATIVE SERVICES – MONTHLY HR REPORT

APRIL 2016

### VACANT POSITIONS LISTING

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2016 HRS	FY 2016 SALARY
80	25	Chief Deputy SofA	\$22.05	1950	\$42,997.50	1957.5	\$43,162.88
80	30	Executive Assistant	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	40	Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	41	PT Legal Secretary	\$14.17	780	\$11,052.60	783	\$11,095.11
80	51	Court Services Officer	\$19.86	1950	\$38,727.00	1957.5	\$38,875.95
80	71	Custodian	\$11.66	1950	\$22,737.00	1957.5	\$22,824.45
80	71	PT Custodian	\$10.63	1040	\$11,055.20	1044	\$11,097.72
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2088	\$40,757.76
83	60	Senior Engineer	\$25.19	2080	\$52,395.20	2088	\$52,596.72
-- TOTAL --					\$276,506.10		\$277,569.59

### UNEMPLOYMENT REPORT

Notice of Claims received – 1

Head Start – 1

Employer Protest Filed – 1

Head Start - 1

### PAYROLL REPORT

#### APRIL PAYROLL INFORMATION

Pay Group	4/1/2016		4/15/2016	
	EE's Paid	Total Payroll \$\$	EE's Paid	Total Payroll \$\$
General Corp	534	\$954,858.79	510	\$970,675.35
Nursing Home	229	\$243,347.03	224	\$248,406.37
RPC/Head Start	217	\$301,129.32	220	\$279,430.44
<b>Total</b>	<b>980</b>	<b>\$1,499,335.14</b>	<b>954</b>	<b>\$1,498,512.16</b>

	4/29/2016	
<u>Pay Group</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	518	\$928,228.38
Nursing Home	234	\$251,915.37
RPC/Head Start	223	\$266,379.75
<b>Total</b>	<b>975</b>	<b>\$1,446,523.50</b>

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Enrolled: 734

**General County Union:**

Single 207; EE+spouse 22; EE+child(ren) 78; Family 31; waived 56

**Nursing Home Union:**

Single 61; EE+spouse 7; EE+child(ren) 5; Family 1; waived 15

**Non-bargaining employees:**

Single 115; EE+spouse 41; EE+child(ren) 42; Family 13; waived 40

Life Insurance Premium paid by County: \$1,885.91

Health Insurance Premium paid by County: \$285,386.96

Health Reimbursement Account contribution paid by County: \$112,030.00

**TURNOVER REPORT**

Turnover is the rate at which an employer gains and loses employees. To get the best picture for turnover the calculations are based on rolling year averages.

**General County**

April 2016: 1.03% average over the last 12 months

April 2016: 6 out of 580 Employees left Champaign County: all resignations

**WORKERS' COMPENSATION REPORT**

<u>Entire County Report</u>	<u>April 2016</u>	<u>April 2015</u>
New Claims	3	5
Closed	16	5
Open Claims	19	31
<b>Year To Date Total</b> (On-going # of claims filed)	<b>40</b>	<b>26</b>

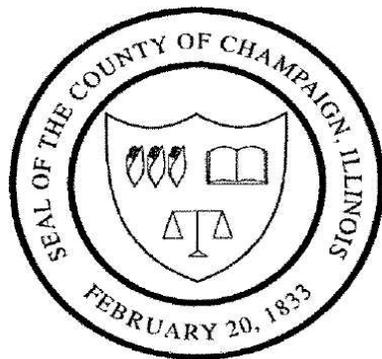
**EEO REPORT**

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

<b>Apr 2016 Monthly EEO Report General County Only</b>	<b>Deputy Coroner/Autopsy Technician</b>	
<b>Total Applicants</b>	<b>28</b>	<b>28</b>
<b>Male</b>	<b>17</b>	<b>17</b>
<b>Female</b>	<b>11</b>	<b>11</b>
<b>Undisclosed</b>	<b>0</b>	<b>0</b>
<b>Hispanic or Latino</b>	<b>0</b>	<b>0</b>
<b>White</b>	<b>21</b>	<b>21</b>
<b>Black or African-American</b>	<b>4</b>	<b>4</b>
<b>Native Hawaiian or Other Pacific Islander</b>	<b>0</b>	<b>0</b>
<b>Asian</b>	<b>0</b>	<b>0</b>
<b>American Indian or Alaska Native</b>	<b>0</b>	<b>0</b>
<b>Two or more races</b>	<b>1</b>	<b>1</b>
<b>Undisclosed</b>	<b>2</b>	<b>2</b>
<b>Veteran Status</b>	<b>1</b>	<b>1</b>

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	10	Meetings Staffed	7	Minutes Posted	8
Appointments Posted	7	Notification of Appointment	15	Contracts Posted	0
Calendars Posted	5	Resolutions Prepared	30	Ordinances Prepared	2



**CHAMPAIGN COUNTY NURSING HOME**  
**PERSONNEL POLICY**

*Revised October, 2010*

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## **Statement of Applicability**

This policy shall not apply to employees covered by a collective bargaining agreement between the Champaign Nursing Home Board of Directors or a Champaign County Elected Official and a labor union. Nor shall this Policy apply if doing so would violate a collective bargaining agreement.

## **Responsibility for Policy Integrity**

The CCNH Administrator, the Department Managers and the CCNH Board of Directors shall be responsible for the enforcement of these Personnel Policies.

## **Disclaimer**

This Policy provides a guide for employees, the Nursing Home Board of Directors, Administrative Staff, and Department Managers. It is also intended to acquaint new employees with Champaign County Nursing Home procedures. However, the employer reserves the right to take whatever action it deems appropriate given the circumstances. Failure to follow the Policy shall not invalidate any action taken. Employees should not read this Policy as creating an employment contract, express or implied, or a promise that it will be followed in all cases. Except as otherwise stated in its collective bargaining and employment agreements, employees of Champaign County Nursing Home are employed at-will. Nothing in this Policy is intended to alter this employment-at-will relationship. The Nursing Home Board of Directors may recommend to the Champaign County Board at any time revision, revoke, suspend, or amend this Policy at any time. Interpretation and implementation of this Policy is vested solely in the Nursing Home Board of Directors.

## CHAPTER 1 - DEFINITIONS

**1-1 FULL-TIME EMPLOYEE** - An employee who works in a position which is approved by the Nursing Home Board of Directors, and which is generally budgeted based on a 40.0 hour work week, but must be budgeted for at least 30 hours per week. Full-time employees are eligible for County paid-time-off benefits, health/life insurance benefits, and retirement benefits. Full-time appointed and elected Department Managers are also eligible for these benefits.

**1-2 PART-TIME EMPLOYEE** - An employee who works in an approved position, which is budgeted at less than 6.0 hours per day or 30 hours per week. Part-time employees are not eligible for health/life insurance benefits, [but generally receive proportionate or paid-time-off benefits, and ~~but~~ do participate in the retirement plan if they work more than 1,000 hours/year.](#)

**1-3 TEMPORARY EMPLOYEE** - A person who is hired for a specific period of time or to complete a specific task. Temporary employees fill no specific position. Hours worked and hourly rate are set by the department manager within the constraints of a temporary salary budget approved by the Nursing Home Board of Directors. Temporary employees are not eligible for health/life insurance benefits or for paid-time-off benefits. Temporary employees participate in the retirement plan if they work, or are expected to work, 1,000 hours annually.

**1-4 PER DIEM EMPLOYEE** - An individual, including Department Managers, who receives a standard sum of remuneration for each day worked is considered a per diem employee and is not eligible for County benefits, unless otherwise stated.

**1-5 BOARD** - The Nursing Home Board of Directors of the County of Champaign, Illinois, which serves as the representative of the Champaign County Board. Champaign County is the employer of record.

**1-6 CCNH ADMINISTRATOR** - The CCNH Administrator is responsible for human resource management.

**1-7 UNDERUTILIZATION OF MINORITIES** - The employment of fewer minority workers in a particular job classification than would reasonably be expected by the minority workers' availability in the workforce.

**1-8 JOB SHARING** - The sharing of one full-time Champaign County non-supervisory position by two individuals.

**1-9 DAYS** - All references to number of days in this policy shall be understood to be working days.

**1-10 DOMESTIC PARTNER** - Domestic Partners are persons who:

- a. Are at least 18 years of age.
- b. Are competent to contract at the time the domestic partnership statement is completed.
- c. Are not legally married to any person and not related in any way that would prohibit marriage in our state of operation.
- d. Are each other's sole domestic partner.
- e. Share permanent residence.

Domestic partners must have at least three of the following:

- a. Joint lease, mortgage, or deed on which both the employee and his/her partner are identified as owners or tenants.
- b. Joint ownership of vehicle.
- c. Joint ownership of a checking account or credit account.
- d. Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- e. Shared household expenses.

## CHAPTER 2 - EMPLOYMENT, HIRING, AND PROBATION

### 2-1 RECRUITMENT AND HIRING EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION PROGRAM

**2-1.1 Equal Employment Opportunity (EEO) Statement** - ~~The Champaign Nursing Home Board of Directors wishes to protect all employees and applicants for employment against discrimination based wholly or partially on, or the perception of, an individual's:~~

- ~~a. Sexual orientation, as defined by the Illinois Human Rights Act;~~
- ~~b. Race;~~
- ~~c. Color;~~
- ~~d. Religious belief or practice;~~
- ~~e. National origin;~~
- ~~f. Ancestry;~~
- ~~g. Sex;~~
- ~~h. Age;~~
- ~~i. Citizenship status;~~
- ~~j. Marital status;~~

~~k. A physical or mental disability unrelated to an individual's ability to perform the essential functions of his or her job with or without reasonable accommodation; and/or l. Unfavorable discharge from the military as defined in the Illinois Human Rights Act, in the recruitment, assignment, promotion, or other aspects of employment or hiring by any Department of County government. Employees and applicants for employment at Champaign County Nursing Home can be assured fair and equitable treatment with the provisions of EEO. Under the laws enforced by EEOC, it is illegal to discriminate against someone (applicant or employee) because of that person's race, color, religion, sex (including pregnancy), national origin, age, disability or genetic information. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.~~

~~Additionally, in accordance with the Illinois Human Rights Act, it is illegal to discriminate against someone because of sexual orientation, ancestry, citizenship status, marital status, military service, unfavorable military discharge, order of protection status, or arrest record.~~

~~These laws apply to all aspects of employment including benefits, discharge, discipline, firing, harassment, hiring, promotion, recruitment, renewal of employment, selection for training or apprenticeship, tenure, terms and conditions of employment, training, transfer, and wages.~~

#### **2-1.2 Affirmative Action Program (AAP)**

- a. Administration and Scope - The Champaign County Affirmative Action Program shall be administered by the CCNH Administrator, under the direction of the Nursing Home Board of Directors. The Department of Labor's regulations

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Alignment: Left + Aligned at: 1" + Indent at:  
1.25"

prohibit discrimination in such employment practices as recruitment, rates of pay, upgrading, layoff, promotion, and selection for training. Employers may not make distinctions based on race, color, religion, sex, or national origin in recruitment or advertising efforts, employment opportunities, wages, hours, job classifications, seniority, retirement ages, or job fringe benefits such as employer contributions to company pension or insurance plans. The Affirmative Action Program shall be implemented in all cases, including, but not limited to employment, promotion, demotion, discipline, grievances, transfers, testing, advertising, lay off, termination, rates of pay or other forms of compensation, and selection for training.

a-

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b-a. Program Development - In order to develop and carry out the Affirmative Action Program, the CCNH Administrator shall be responsible for the following functions:

- (i) Preparing a brief analysis of sex and race of current personnel by job classification;
- (ii) Preparing a brief statement for internal or external dissemination of the Personnel Policy and commitment to affirmative action;
- (iii) Identifying problems, e.g., the underutilization of minorities by job classification and by salary range;
- (iv) Suggesting the execution of programs or procedures designed to address underutilization of minorities;
- (v) Reviewing promotion practices within each department ~~or agency~~ to determine whether employees are being promoted in accordance with established, reasonable goals and timetables;
- (vi) Comparing job duties and rates of compensation to ensure that the rates of compensation for jobs which require equal skill, effort, and responsibility, and which are performed under similar working conditions, are equal;
- (vii) Disseminating this Policy and reminding all Department Managers of the purpose of this Policy;
- (viii) Suggesting the execution of policy and procedures designed to eliminate discrimination against the protected classes specified in the Equal Employment Opportunities Statement (2-1.1); and
- (ix) Other procedures deemed necessary by the ~~Policy, Personnel, & Appointments Committee~~ Nursing Home Board of Directors.

The Affirmative Action Program, administered the CCNH Administrator, shall comply with all applicable state and federal laws and be developed in consultation with legal counsel.

c. Reporting and Enforcement

- (i) All CCNH departments shall provide the affirmative action information requested by the CCNH Administrator in order to enable the CCNH Administrator to carry out the functions listed in Section 2-1.2(b).
- (ii) All applicants for employment will be encouraged to complete a voluntary EEO/AAP self identification form upon applying for employment with the County. The race, gender, age and disability information gathered as pre-employment information will be treated as confidential and secured in the EEO files of the CCNH Administrator's Office or designated area. The EEO/AAP self identification form will be used to track applicant flow and utilized as a reference with the County's Affirmative Action Plan initiative. The EEO/AAP self

identification form will include a statement of the County's EEO/AAP policy.

## **2-2 RECRUITMENT and HIRING**

**2-1-32.1 Recruitment Procedure** - Recruitment efforts for position vacancies shall be conducted in the following manner:

- a. Recruitment efforts and publicity for available positions will be directed to all appropriate sources of applicants in a geographic area wide enough to attract qualified candidates and to assure equal opportunity for the public to apply. Professional positions should be listed in appropriate professional journals. Referral agencies, such as the ~~Champaign County Urban League, affirmative action offices of~~ the University of Illinois, Parkland Community College, City of Champaign Community Relations Department, City of Urbana Human Relations Commission staff, [Illinois Department of Employment Security](#), [Office of Equal Opportunity and Access](#), [PACE](#), [Champaign Schools](#), [News-Gazette](#), etc., should be utilized where appropriate. The CCNH Administrator's Office shall be notified of position openings.
- b. All position openings shall be listed with the Illinois State Employment Service and shall be advertised in local newspapers, except:
  - (i) Openings filled by the promotion of a County employee;
  - (ii) Temporary vacancies of fewer than twenty (20) working days; or
  - (iii) Positions filled by a Department Manager who has advertised for a vacancy in the same job description within the previous four (4) months.
- c. A position shall not be considered vacant if an employee appointed for a specified term is reappointed to continue to fulfill those job responsibilities for a new term.

## **2-1-42.2 Advertisement**

- a. All solicitations or advertisements for employment will state that the County is an Equal Opportunity Employer and no advertisement for employment shall make reference to gender, except when gender is a bona fide occupational qualification.
- b. Position advertisement shall include the following:
  - (i) Position title and classification;
  - (ii) A brief description of the job duties;
  - (iii) A brief summary of training, experience, knowledge and skills required for the position; and
  - (iv) Statement that Champaign County is an Equal Opportunity Employer.
- c. Advertisements about new or vacant positions shall be posted for the benefit of current employees who wish to apply for the position.
- d. Each advertisement will include a date after which no applications or resumes will be accepted. If there are usually continual openings for that job classification, a deadline date does not need to be included in the advertisement.

- e. Each advertisement announcing a vacant position shall be filed with the Office of the CCNH Administrator or designee.

**2-1-52.3 Application Process** - Each applicant shall complete an application which shall be signed to certify the truth of all statements contained therein. Deliberately false or misleading statements shall be grounds for rejection of an application or immediate termination if discovered after employment begins. References shall be checked.

**2-1-62.4 Interviewing and Hiring Procedure** - Qualified applicants shall be notified of the time and place of the interview. Interviews shall be conducted by the Department Manager or designee. The Department Manager may request the assistance of the CCNH Administrator's Office ~~or County Human Resources Office~~ in conducting the interview. Job applicants shall not be asked about the existence, nature, or severity of a disability. However, job applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made but only after a conditional offer of employment has been made and only if required of all applicants for the position. In making employment decisions, the Department Manager shall individually assess whether a qualified person with a disability meets the selection criteria. The selection criteria used to disqualify any individual must be job-related and consistent with business necessity. All applicants who have either submitted an application or undergone an interview shall be notified when they are no longer being considered for a position. The Office of the CCNH Administrator shall be notified as to the person hired, job title and salary, and the effective date of employment. All applicants meeting the minimum requirements of the position for which they apply shall complete the Predictive Index prior to being interviewed.

**2-1-72.5 Employee Promotion** - CCNH Administrator may, without open advertising, promote an employee from one position to another position within the Nursing Home, as defined in Section 9-1.5 Transfer.

**2-1-82.6 Orientation and Terms of Employment** - Following the final selection of a candidate, the Department Manager or designee shall meet with the new employee to discuss the compensation for the position and criteria for job performance during the probation period. Upon hire of a new employee, the Department Manager or designee shall schedule the new employee for an orientation meeting at the Office of the CCNH Administrator during which the new employee shall register for payroll, IMRF, parking and County-issued identification badge. During orientation, the employee shall receive an overview of County benefits and programs and a copy of the Personnel Policy, or the Policy will be made available by computer access.

The new employee will be asked to sign a receipt for the material presented during orientation. The employee will also be asked to sign an acknowledgement of receipt of an agreement to abide by the Champaign County Drug and Alcohol Policy.

Approximately 30 days prior to the employee's effective date for health and life insurance coverage, the employee will receive information outlining available benefits. A mandatory benefit orientation meeting for the employee will be scheduled by the Office of the Insurance Specialist, with notice of the meeting date and time provided to both the employee and Department Manager.

**2-1-92.7 Anti-Nepotism Policy** - A Department Manager, or person with authority to hire or promote or effectively recommend hiring or promoting employees within a department, shall not hire or reclassify or effectively recommend hiring or reclassifying within the department ~~the following-any~~ persons living in his/her household or any of the following persons; whether related by blood, adoption or

marriage: parent, grandparent, child, grandchild, sibling, spouse, or domestic partner. Persons hired in violation of this Policy shall be terminated, and persons reclassified in violation of this Policy shall be returned to their previous position, if vacant, otherwise they shall be terminated.

## **2-3 ADA REASONABLE ACCOMMODATION POLICY**

**2-3.1** Champaign County Nursing Home is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA). It is Champaign County's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. Champaign County Nursing Home prohibits any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA as amended, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment and all employees.

**2-3.2** **Disability.** "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A "qualified person with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job.

**2-3.3** **Reasonable Accommodation.** Champaign County Nursing Home will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for jobs and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations in which a workplace barrier may interfere. A "reasonable accommodation" is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job.

There are three types of reasonable accommodation that may be considered:

- Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;
- Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; or
- Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

**2-3.4** **Essential Job Functions.** For each position, the job description typically will identify essential job functions. The Champaign County Job Content Evaluation Committee will review job descriptions on a periodic basis to evaluate job functions designated as essential. An employee's questions about a job's requirements should be directed to the employee's supervisor or Administrative Services.

**2-3.5** **Requesting a Reasonable Accommodation.** An employee with a disability is responsible for requesting an accommodation from his or her supervisor or Administrative Services using the "Request for Reasonable Accommodation Form" and engaging in an informal process to clarify what the employee needs and to

identify possible accommodations. If requested, the employee is responsible for providing medical documentation regarding the disability.

The employee should describe the problem created by a workplace barrier so that an appropriate accommodation may be considered. Typically, the supervisor and/or Administrative Services will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job.

Based on this interactive process, a reasonable accommodation will be selected that is appropriate for both the responsible department and the individual employee. While an individual's preference will be considered, the responsible department is free to choose between equally effective accommodations with consideration toward expense and impact on the rest of the organization.

A request for reasonable accommodation may be denied if it would create an undue hardship for the responsible department. Factors to be considered when determining whether an undue hardship exists include the cost of the accommodation, the organization's overall financial resources, the financial resources of the particular facility at which the accommodation is to be made, the number of employees at the facility, the total number of employees of the County, and the type of operation.

2-3.6 **Safety.** All employees are expected to comply with all safety procedures. Champaign County will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health or safety of others or themselves. A "direct threat" means a significant risk to the health or safety of one's self or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat typically will be made by the responsible department and/or Administrative Services and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that he or she may submit additional information and/or challenge the determination that he or she poses a direct threat.

2-3.7 **Confidentiality.** All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

2-3.8 **Complaint Procedure.** It is the policy of Champaign County to prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels he or she has been subject to such treatment or has witnessed such treatment, the situation should be reported using the harassment complaint procedure. Champaign County's policy prohibits retaliation against an employee for exercising his or her rights under the ADA or applicable state civil rights laws. Any employee found to have engaged in retaliation against an employee for exercising his or her rights or for making a request for reasonable accommodation under this policy will be subject to immediate disciplinary action up to and including discharge. If an employee feels he or she has been retaliated against, the situation should be reported to their unit ADA Coordinator.

## **2-2-4 PROBATIONARY PERIOD**

### **2-24.1 Duration**

- a. **New Hire** - Each employee hired to fill an authorized full or regular part-time position must successfully complete a probationary period of six (6) months. Immediate supervisors shall conduct several informal meetings to orient the

new employee to the position. At the close of the probationary period, the employee's employment will be changed to non-probationary status if the work is satisfactory as determined by the Department Manager; however, employment may be terminated at this time, or earlier, if the employee's performance has not been satisfactory. The CCNH Administrator may extend the probation period up to an additional ~~six months~~thirty (30) days.

- b. **Promotions** – Each employee who has been promoted to fill an authorized full or regular part-time position must successfully complete a probationary period in the position to which they have been promoted of three (3) months. At the close of the probationary period, the employee's status in the promotional position will change to non-probationary if the work is satisfactory, as determined by the Department Manager. However if the employee's work is not deemed satisfactory, every effort will be made to return the promoted employee to the position previously held, or a position of similar classification within the department. In addition, the Department Manager may also recommend to the CCNH Administrator termination of employment at the unsuccessful completion of the probationary period. The CCNH Administrator may extend the probation period up to an additional three months.

~~2-2-2~~ **2-4.2 Evaluation** - Employees serving a probationary period shall receive a written evaluation once during the six-month (6-month) period. The evaluation should be completed no later than the end of the fifth month. The supervisor shall discuss the evaluation and progress toward satisfactory performance with the employee.

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## CHAPTER 3 – PERSONNEL RECORDS

### **3-1 MAINTENANCE**

Employee personnel records shall be maintained for all employees at the Office of the CCNH Administrator and/or at the department. The CCNH Administrator or designee, Department Manager or designee, and employee shall have the right to examine the employee's record. Personnel records shall be retained for a period of five (5) years after termination of employment.

### **3-2 CONTENTS OF EMPLOYEE RECORDS**

**3-2.1** Personnel records should contain the following information:

- a. A receipt for information received during orientation;
- b. All evaluations;
- c. Letters of reference, commendation or complaint;
- d. Applications;
- e. Memos of oral warnings and written employee warning records;
- f. Training records;
- ~~g.~~ g. Requests for leaves of absence;
- ~~gh.~~ gh. A record of persons seeking to examine documents in the employee's file and dates these documents were examined, with the exception of the CCNH Administrator, Department Manager, or HR representative;
- ~~hi.~~ hi. Resignation letters; and
- ~~h.~~ h. All other job-related information used to determine the employee's qualification for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action.

**3-2.2** Any information obtained relating to an employee's eligibility to work in the United States (I-9) shall be collected and maintained in a separate file; information collected regarding criminal history, individual's physical or mental condition, medical history or medical treatment shall be collected and maintained on a separate form, in a separate confidential file and will be treated as a confidential record, except that:

- a. Supervisor and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- c. Government officials investigating compliance with federal or state regulations may review an employee's confidential medical record.

3-2.3 The Department Manager shall not gather or keep a record of an employee's associations, political activities, publications, communications or non-employment activities, unless the employee submits the information in writing or authorizes the Department Manager to keep or gather the information. This prohibition shall not apply to the activities that occur on County premises or during the employee's working hours with the County which interfere with the performance of the employee's duties or the duties of other employees or activities, regardless of when and where occurring, which constitute criminal conduct or may reasonably be expected to harm the County's property, operations or business, or could by the employee's action cause the County financial liability. A record which is kept by the Department Manager as permitted under this Subsection shall be part of the personnel record.

### **3-3 RECORDS OF UNSUCCESSFUL APPLICANTS**

A record of each unsuccessful applicant will be retained by the CCNH ~~Administrator of and/or the Department Manager~~HR Department for a period of eighteen (18) months following rejection of the applicant in accordance with the requirements of the Local Records Act. The record shall contain the following information:

- a. Sources of recruitment;
- b. Advertisements for the position;
- c. Letters of non-acceptance sent to candidates; and,
- d. Copies of any rating sheets used in selection and rejection of candidates.

### **3-4 EMPLOYEE ACCESS TO RECORDS**

**3-4.1** Employee Access - All current employees, and all employees who have left the employ of Champaign County within one year of the date of their request, shall have access to their personnel file, as required by the Personnel Records Review Act. The request to inspect records shall be in writing and the inspection shall be during regular business hours. The employee may request access to records a reasonable number of times per year but in any case shall have access, if requested, at least twice per year. The employer shall grant access within seven (7) business days of receiving the written request. The employee may designate in writing a representative to inspect the personnel record. The employee may obtain copies of any open documents in the file upon payment of the County's cost of duplication.

If the employee disagrees with any information in the file, and the employer does not remove or amend it, the employee may submit a written statement explaining his/her position which shall be attached to the disputed portion of the record.

**3-4.2** Designated Representative Access – Notwithstanding Section 3-4.1, the right of the employee’s designated representative to inspect his or her personnel records does not apply to the following, except as otherwise required by law:

- a. Letters of reference for that employee;
- b. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document;
- c. Materials relating to the County or Department Manager’s staff planning, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been, or are intended to be used by the employer in determining an individual employee’s qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee’s discharge or discipline;
- d. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person’s privacy;
- e. Records relevant to any other pending claim between the County or Department Manager and the employee which may be discovered in a judicial proceeding;
- f. Investigatory or security records maintained by the County to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the County’s property, operations, or business or could by the employee’s activity cause the County financial liability, unless and until the County takes adverse personnel action based on information in such records.

**3-4.3** Disclosure of Disciplinary Information – Except when disclosure is ordered to a party in a legal action or arbitration, or is otherwise required by law, the County shall not disclose any disciplinary information which is more than four years old to a third party. The County shall not disclose any disciplinary information without written notice except if disclosure is ordered to a party in a legal action or arbitration; information is requested by a government agency as a result of a criminal investigation by such agency; or disclosure is otherwise required by law. Notice shall be delivered by first class mail to the employee's last known address and shall be postmarked on or before the day the information is disclosed. Disciplinary information less than four years old may be disclosed without written notice if the employee has specifically waived written notice as part of a signed employment application with another employer.

## **CHAPTER 4 - PERFORMANCE APPRAISAL**

### **4-1 EMPLOYEE APPRAISALS**

Department Managers will be responsible for the completion of one appraisal during the probation period and an annual evaluation thereafter for each employee. Annual evaluation forms and instructions on their use will be provided by the Office of the CCNH Administrator. Each completed appraisal will be maintained in the employee's departmental personnel file. Appraisals will be based upon performance of job duties and other criteria. It is the responsibility of each Department Manager to maintain a file of individual employee appraisals. The CCNH Administrator shall be responsible for the annual performance appraisals of the CCNH Department Managers.

## CHAPTER 5 - RESIGNATION, REDUCTION IN FORCE AND TERMINATION BENEFITS

### **5-1 RESIGNATION**

- 5-1.1** A letter of resignation shall be given to the Department Manager at least two (2) weeks before the employee's last working day. The letter should state the reason for resignation and the last working day.
- 5-1.2** The Department Manager shall notify the CCNH Administrator of all resignations.
- 5-1.3** Prior to the last working day, the employee may schedule an exit interview with the CCNH Administrator's Office, may complete an IMRF separation form or application for retirement at the CCNH Administrator's Office and may contact the Insurance Specialist to continue health insurance through Federal COBRA provisions.

### **5-2 REDUCTION IN FORCE**

- 5-2.1 Partial Reduction** - Elimination of a portion of a department(s) through layoff. The CCNH Administrator will recommend a Partial Reduction in force to the Nursing Home Board of Directors. Upon approval by the Nursing Home Board of Directors, the Administrator will provide affected employees written notice of the intended reduction in force.
- 5-2.2 Full Reduction** - Total elimination of a department would take place upon the recommendations Nursing Home Board of Directors, with final approval of the Champaign County Board.
- 5-2.3 Involuntary Termination Appeal** - [An employee may appeal the termination pursuant to the provisions of Section 6-4.](#)

### **5-3 NAME-CLEARING HEARING**

- 5-3.1 Purpose** - [The purpose of the name-clearing hearing is to enable an employee to publicly rebut any public charges made against him or her in the course of that employee's termination or resignation. A name-clearing hearing is available to any such terminated or resigned Nursing Home employee. It is not intended that any adjudication will be made as to the truth or falsity of the charges.](#)
- 5-3.2 Appeal** - [A name-clearing hearing must be requested in writing directed to the Nursing Home Administrator within ten \(10\) days of termination or after the employee learns of the public statement. The letter must contain the statement or statements at issue, who made them, and where and when they were publicly made.](#)
- 5-3.3 Scheduling/Composition of Committee** - [A hearing shall be scheduled within fifteen \(15\) days of the request unless it is continued with the consent of the interested persons or by the Hearing Committee for good cause. The Hearing Committee is the Nursing Home Board of Directors.](#)

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## CHAPTER 6 - GRIEVANCES, DISMISSAL AND DISCIPLINE

### 6-1 GRIEVANCES

- 6-1.1 Definition** - Any claim by a non-probationary employee, unless the probationary employee has been employed by the [department-Nursing Home](#) for a period of at least twelve months and is in probationary status only because of a recent promotion, that there has been a violation, misinterpretation, or misapplication of the terms of these policies shall be termed a grievance. Grievances may involve issues of wages, hours, or working conditions and are initiated by an employee following an administrative action with which the employee disagrees.
- 6-1.2 Purpose** - The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to ensure efficiency and employee morale. No employee making good-faith use of this procedure shall be subjected to any reprisals.
- 6-1.3 Procedure** - Grievances will be processed in the following manner and within the stated time limits. Time extensions beyond those outlined below may be arranged by mutual agreement of the parties concerned.

Step 1 - The aggrieved employee or group of employees will present the grievance in writing to the immediate supervisor. The grievance must be so presented within ten (10) working days of occurrence, not including the date of occurrence. The grievance shall be prepared in detail, including identification by section number of the policy alleged to have been violated, a brief statement of the conduct or act which is alleged to have violated the policy, and the remedy the grievant is seeking and dated. The supervisor will give a written answer within three (3) working days of the date of presentation of the grievance, not including the date of presentation. If the supervisor is a Department Manager, appeal from Step 1 would be directly to Step 3.

Step 2 - If the grievance is not settled in Step 1, it shall be signed by the aggrieved employee or group of employees, and the immediate supervisor, and be presented to the Department Manager within five (5) working days after the supervisor's written answer is given, or should have been given, not including the day the answer is given. The Department Manager will reply to the grievance in writing within five (5) working days of the presentation of the written grievance, not including the day of presentation.

Step 3 - If the grievance is not settled in Step 2, it shall be signed by the aggrieved employee or group of employees, and the Department Manager, and be presented to the CCNH Administrator within five (5) working days after the Department Manager's answer is given, or should have been given, not including the day the answer is given. The grievance shall be presented along with the pertinent correspondence to date. The CCNH Administrator shall reply within five (5) working days of the date of presentation of the written grievance, not including the day of presentation. ~~The CCNH Administrator's response concludes the grievance process.~~

Step 4 - If the grievance is not settled in Step 3, it shall be signed by the aggrieved employee or group of employees, and the CCNH Administrator and be submitted to the Nursing Home Board of Directors within five (5) working days after the CCNH Administrator's written answer is given, or should have

[been given, not including the day the answer is given. The grievance shall be heard by the Nursing Home Board of Directors at the next regularly scheduled meeting. The Nursing Home Board of Directors shall make such recommendations as it may deem advisable.](#)

## **6-2 DISCIPLINARY ACTION**

**6-2.1 Policy** - No employee shall be disciplined wholly or partially based on, or the perception of, an individual's sexual orientation; age; sex; race; color; religious belief or practice; national origin; ancestry; marital status; citizenship status; a physical or mental disability unrelated to an individual's ability to perform the essential functions of his or her job with or without reasonable accommodation; or an unfavorable discharge from the military as defined in the Illinois Human Rights Act. [The CCNH Administrator shall take necessary action against a Department Manager or Supervisor who is found not following the intent of this policy.](#)

**6-2.2 Recommended Disciplinary Procedures** - Sections 6-3.2(a) through 6-3.2(d) (listed as Exhibit A in Appendix to this Policy) are a recommended procedure for employee discipline consistent with legal guidelines and good personnel management.

- a. **Oral Warning** - The immediate supervisor will give an oral reprimand and point out the area(s) in which an employee is having difficulties and assist in making the necessary corrections. A short memo will be made of the conversation. The supervisor and the employee will initial the record. The employee's initial shall document receipt of the warning, and shall not constitute agreement with the oral warning. An employee's refusal to initial an oral warning shall not preclude it from having effect. The original copy will be maintained in the employee's personnel file and a copy will be furnished to the employee.
- b. **Written Warning** - If the employee continues to have difficulties in the same area(s), or if the violation or infraction is more serious, the immediate supervisor will prepare a Written Warning which contains the 1) employee's name, 2) statement as to the date and the nature of the infraction, 3) the supervisor's performance expectation following the Written Warning, and 4) signature of the employee and immediate supervisor or signature of the employee and immediate supervisor or Department Manager. The original copy shall be placed in the employee's personnel file and a copy will be furnished to the immediate supervisor and employee.
- c. **Suspension** - The Department Manager or designee may use suspension as an optional disciplinary action. Upon evidence or reasonable suspicion of a serious offense against the County or another employee and after consultation with the employee, the Department Manager or designee may order an employee absent from duties without pay for a period not to exceed five (5) working days. The Department Manager or designee shall, within twenty-four (24) hours of such action, prepare a written memorandum stating the grounds for such action and submit it to the CCNH Administrator and to the suspended employee. Such a memorandum shall be held confidential.
- c. **Dismissal** - For severe violation or repeated violations, the Department Manager or designee may dismiss the employee. Before a Department Manager concludes discharge is appropriate, the employee must be given

adequate notice of the reasons for dismissal and a fair opportunity to present his or her version of events. The employee and CCNH Administrator will be given a written report stating the reasons for dismissal.

**6-2.3** Department Managers may consider the following factors in deciding whether discipline is appropriate in any particular case, and, if so, what level of discipline is appropriate. Regardless of whether an employee is covered by contract, bargaining agreement, or statute, or is an at-will employee, the following are offered as guidance to decision-makers who may apply them with fair consideration of the specifics of the particular case:

- a. **Notice:** Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
- b. **Reasonable Rule:** Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
- c. **Investigation:** Did the employer make an effort to discover, fairly and objectively, whether the employee did in fact violate a rule or order?
- d. **Fairness:** Was the investigation conducted fairly and objectively?
- e. **Proof:** Did the investigator obtain substantial evidence or proof that the employee was guilty of violating the rule or order?
- f. **Equal Treatment:** Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all similarly-situated employees?
- g. **Penalty:** Was the degree of discipline administered by the employer reasonably related to the seriousness of the offense and the employee's record of service?

**6-2.4 Department Managers** – Recommended disciplinary procedures as outlined in Chapter 6-32.2 of this Policy shall apply to Department Managers, with said discipline to be determined by the CCNH Administrator.

### **6-3 INVOLUNTARY TERMINATION**

**6-3.1 Purpose** - A non-probationary individual who believes their employment was terminated (including dismissal or reduction in force) in violation of these policies has ten (10) days from the date of the written notice of termination to request a termination hearing. A dismissal or termination in violation of these policies by a Department Manager or Nursing Home Administrator is improper.

**6-3.2 Department Manager/Administrator Action** - Prior to every involuntary termination by a Department Manager or Nursing Home Administrator there shall be an investigation by the Department Manager or Nursing Home Administrator Prior to the conclusion of the investigation, the employee shall be informed, orally or in writing, of the reason for termination. The employee shall have an explanation of the evidence supporting the charges and the employee shall be allowed to respond orally or, upon consent of the Department Manager or Nursing Home Administrator, in writing.

An employee may be suspended with pay until a final decision is made by the Department Manager or Nursing Home Administrator. The investigation shall be

concluded within a reasonable length of time after the basis for the charges comes to the attention of the Department Manager or Nursing Home Administrator.

### **6-3.3 Hearing Procedures**

- a. All Termination Hearings shall be heard and decided by a Hearing Officer. The Policy, Personnel, & Appointments Committee of the Champaign County Board shall designate three (3) individuals biannually, in January after County Board district representation elections, as potential Hearing Officers. When a hearing is requested, the County Administrator shall choose one of that group to hear the evidence and decide the issues relating to each case in which a hearing is requested.
- b. All requests for hearings shall be in writing and directed to the County Administrator. All requests must be received by the County Administrator within ten (10) days from the date of written notice of termination in accordance with Sections 6-3.1 and 6-3.4 of this Policy. The request shall specify the specific violation as stated in 6-3.1, the remedy sought, and give an address where correspondence regarding the hearing may be mailed. A Termination Hearing must be held within fifteen (15) days of the request, unless the same is continued by agreement of the employee and Department Manager/Nursing Home Administrator or by the Hearing Officer for good cause shown. Availability of the Hearing Officer may be considered good cause.

Should such continuance be granted by the Hearing Officer, the aggrieved employee shall make himself, or herself, available for a Termination Hearing within an additional fifteen (15) days' time period by offering three (3) times that he or she can be available for said hearing. If this is not done, the right to a termination hearing is waived by the aggrieved employee.
- c. The County Administrator shall inform the employee and the concerned Department Head of the date, time and place of the Termination Hearing by providing e-mail notification to the parties at least seven (7) days before the hearing is scheduled. The personal attendance of the Department Manager or immediate supervisor, and the employee is required.
- d. The employee may be accompanied by counsel or other personal representative, but the County will not pay for, or provide, counsel. The Department Manager/Nursing Home Administrator shall be accompanied by counsel provided by the County (usually the State's Attorney as legal counsel of the County). If the State's Attorney is unavailable, counsel may be employed by the Department Manager/Nursing Home Administrator with the approval of the County Administrator and the State's Attorney.
- e. All Termination Hearings shall be informal and rules of evidence shall NOT apply. Both the employee and the Department Manager/Nursing Home Administrator may present relevant testimony, documentary and physical evidence. All testimony shall be given under oath. Both the employee and the Department Manager/Nursing Home Administrator, personally or through their representative, shall have the right to cross-examine the other party and all witnesses who testify on behalf of the other party.
- f. A tape recording, or other verbatim record, of hearing shall be made. A transcript shall be prepared upon request and provided to any party requesting the same and paying the costs of producing a transcript to the County Administrator.

- g. The employee has the burden of proving, by a preponderance of evidence, that his/her termination was in violation of these policies.
- h. All appeal proceedings and evidence taken therein shall be confidential, and the public shall not be permitted to attend hearings, unless both the employee and Department Manager/Nursing Home Administrator shall otherwise agree.
- i. The Hearing Officer must decide an appeal within ten (10) days of the hearing. If, after hearing the facts of the termination, the Hearing Officer believes the individual has not been improperly terminated, the Department Manager/Nursing Home Administrator action will be upheld. If, however, the Hearing Officer determines the employment of the individual has been improperly terminated, according to the guidelines in Section 6-3.1, the employee will be reinstated and compensated any back pay resulting from the termination. The Hearing Officer shall not have the authority to reduce the discipline imposed, but may recommend to the Department Manager/Nursing Home Administrator appropriate discipline to be imposed, short of termination. A written decision containing findings of fact shall be made by the Hearing Officer and mailed to the employee, Department Manager, Nursing Home Administrator, County Administrator, and Chair of the Policy, Personnel, & Appointments Committee within ten (10) days of the hearing.
- j. If an employee does not request a termination hearing within ten (10) days of the written notice of the termination, the termination will be deemed proper.

## **CHAPTER 7 – WORKING HOURS AND COMPENSATION**

### **7-1 WORKING HOURS**

- 7-1.1** Hours of work will vary based upon the needs of the facility and responsibilities of each job class. Department Managers will set the hours of work for each job class.
- 7-1.2** Employees who work for at least 6 consecutive hours will be permitted at least 30 minutes for a meal period.
- 7-1.3** Work breaks may be scheduled by the Department Head or Supervisor.

### **7-2 HAZARDOUS WEATHER DAYS**

- 7-2.1** If a hazardous weather situation arises before the start of an employee's working hours the following procedures will be used:
  - a. Based on reports from the Emergency Services and Disaster Agency (ESDA), and other factors determined by the Administrator and/or designee to be relevant, the Administrator and/or designee may declare a Hazardous Weather Day.
  - b. Employees are to work their assigned schedule on a Hazardous Weather Day. ~~Vacation or personal~~ TOPS leave is to be used only after all efforts have been made to arrive at the assigned time and after proper notification has been

made. Employees who live in the geographic area for which Hazardous Weather Day has been declared and who must use ~~vacation or personal~~ TOPS leave because of the Hazardous Weather Day need not comply with ~~vacation~~ TOPS request requirements. Absences will not be considered unscheduled if they result from a Hazardous Weather Day.

**7-2.2** If a hazardous weather situation arises after the start of an employee's working hours, the employee's Department ~~Head-Manager~~ may allow the employee to leave work early if consistent with ~~office~~ staffing requirements, and the employee may utilize ~~personal, vacation~~ TOPS or compensatory time, or make arrangement with his/her Department ~~Head-Manager~~ to work additional hours, to compensate for those hours missed.

**7-2.3** ~~The provisions of Section 7-2 should be considered to be advisory only as to elected Department Managers.~~

### **7-3 PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS**

**7-3.1 Paychecks** - Payroll periods end every other Saturday night at 12:00 P.M. and pay periods begin at 12:01 A.M. on Sunday morning. Payroll checks are issued the first Friday following the end of a pay period. Paychecks which have not been picked up by the employee will be mailed four days after distribution. All deductions from an employee's gross pay are printed on the stub of each paycheck.

**7-3.2 Paycheck Errors** - Any paycheck errors should be referred to the employee within the department who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Department Manager.

**7-3.3 Deductions** - The following deductions may be made from an employee's pay in accordance with established benefits, legal requirements and/or employee option:

- a. Federal and State Income Tax;
- b. FICA (Social Security);
- c. IMRF (Illinois Municipal Retirement Fund);
- d. Benefit deductions as requested, including but not limited to health insurance, life insurance, and dental insurance;
- e. Deferred Compensation;
- f. Voluntary Charitable Contribution;
- g. Credit Union;
- h. Others as requested and/or approved.

### **7-4 FINAL PAYCHECK**

Terminating employees will receive payment for accrued TOPS in a lump sum with the regular biweekly paycheck for the final pay period worked. Reserve TOPS shall not be paid.

## **CHAPTER 8 – BENEFITS**

### **8-1 HOLIDAYS**

**8-1.1 Official Holidays** - Except as otherwise provided by statute, the annual holiday schedule for Champaign County Nursing Home will be as follows:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th

Labor Day  
 Thanksgiving  
 Christmas Day

First Monday in September  
 Fourth Thursday of November  
 December 25th

**8-1.2 Holiday Observance** - Where an employee is scheduled and required to work on a holiday, equivalent time off will be granted within a reasonable period at a time convenient to the employee and consistent with the department's operating needs.

**8-2 TIME OFF PAID SYSTEM (TOPS)**

**8-2.1 Purpose** - The purpose of the Time Off Paid System (TOPS) is to provide flexibility for employees to utilize paid time off to their best advantage and at the same time provide the Nursing Home with the necessary staff to maintain its function at an effective level.

**8-2.2 Definition** - TOPS is a single collection of paid time off for vacations, holidays, short-term illnesses, and personal and bereavement leave.

**8-2.3 Eligibility** - To be eligible for this benefit you must be employed as a full-time employee working a minimum of 30 hours per week on a regularly scheduled basis. All other employee classifications are ineligible.

**8-2.4 Regulations**

- a. Supervisory personnel have the responsibility to maintain a staff adequate to provide the services expected of their respective areas. Therefore, they have the authority to determine employee schedules and to limit the granting of requests for TOPS, as necessary to fulfill that responsibility.
- b. Employees accrue TOPS and Reserve Hours based on the number of hours worked per pay period. During the probationary period, new employees cannot use TOPS and Reserve.
- c. TOPS (other than illnesses) must be scheduled through your supervisor.
- d. After the probationary period, all time off taken by an employee will be charged to the employee's TOPS hours. All TOPS hours taken must be available at the time that the hours are taken.
- e. Employees whose status changes from less than thirty (30) hours per week to thirty (30) or more hours per week will be eligible to use TOPS hours after serving initial six (6) months probation and three (3) months at 30 or more hours.

**8-2.5 Rate of Accrual of TOPS Hours**

Years Employed	Factor Applied to Hours Worked	Hours Accumulated Each Pay Period*	Actual Hours Earned Yearly*	Maximum Annual Accumulation
0 - 1	.07308	5.85	152	228
1 - 5	.07688	6.15	160	240
5 - 10	.10000	8.00	208	312
10+	.11925	9.54	248	372

\*For full-time employees working 80 hours per pay period.

- a. Employees earn TOPS on eligible hours worked up to 80 hours per pay period. TOPS is earned on scheduled hours worked and on hours taken as TOPS.
- b. No employee shall accumulate more than the maximum accrual for his/her years of service as stated above. Hours gained above the maximum will not be credited to the employee's TOPS time balance, but will be forfeited. This Section shall apply to all current employees effective December 1, 2003. Any unused TOPS time accrued prior to the effective date shall be kept in a separate record for future use or to be paid upon termination or retirement of employment with the Nursing Home.

**8-2.6 Reserve Account**

**8-2.61 Definition** - An accrued paid time off account reserved for short-term disability or hospitalization.

**8-2.62 Rate of Accrual of Reserve Account Hours**

<u>Factor Applied to Hours Worked</u>	<u>Reserve Account Hours* Per Pay Period</u>	Actual Hours Yearly*
.023077	1.84	48

\*For full-time employees working 80 hours per pay period.

**8-2.63 (b.4) amended 2/17/98 ORDINANCE # 556**

**8-2.64 Reserve Account Regulations**

- a. Reserve Accounts (effective December 1, 1993) may accumulate a maximum of **480 hours** (prior to December 1, 1993, maximum accrual was 360 hours) at which point, if needed, the long-term disability benefit under IMRF will provide protection.
- b. Eligible uses:
  1. Immediately when hospitalized and for post-hospitalization and convalescent care resulting there from and authorized by a physician and the Champaign County Nursing Home Administrator and/or Medical Director.
  2. Following an illness/injury absence of work of five (5) consecutive work days with a physician's verification and approval of the Champaign County Nursing Home Administrator and/or Medical Director.
  3. For long-term, "serious" medical problems which may not require hospitalization but which re-occur within a sixty (60) day period, the five (5) consecutive work day requirement will be waived when authorized by the Champaign County Nursing Home Administrator who is the final authority on all disputes, definitions, eligibility, and interpretations of this benefit.
  4. Immediately when having scheduled out-patient surgery or a complex diagnostic procedure as verified by a licensed physician.
  5. Up to six (6) weeks immediately following the legal adoption of a minor

child.

### **8-3 BEREAVEMENT LEAVE**

Full-time and part-time employees shall be granted bereavement leave for the scheduled working hours on five (5) consecutive workdays following the death of a spouse, child, parent, or domestic partner; and for the scheduled working hours on three (3) consecutive workdays following the death of a brother, sister, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandchild. Employees may use TOPS time during Bereavement Leave.

### **8-4 JURY/WITNESS DUTY**

- 8-4.1** Any employee who is called for jury duty shall be excused from work for the days served. The employee shall receive his/her normal rate of pay for each day of jury duty for which he or she would have worked. The employee shall give the supervisor reasonable notice of the needed leave for jury service, which requires the employee to deliver to the supervisor a copy of the summons within ten (10) days of the date of issuance of the summons to the employee. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the work day. The payment received for jury duty shall be returned to the County; however, the mileage reimbursement shall be retained by the employee.
- 8-4.2** If an employee is served a subpoena to appear for witness duty in a job-related capacity, or if requested to testify at a termination hearing, the individual will be paid his/her normal salary during the time the employee is required to be away from his/her place of work. If the testifying employee is not scheduled for a work shift during the time of a termination hearing, the employee will still be paid his/her normal wage for the time the employee has been requested to attend the hearing.
- 8-4.3** If an employee is served a subpoena to appear in court for a matter that is not related to his/her employment, the employee shall be granted unpaid time off in order to comply with the subpoena. The employee may choose to utilize accrued paid leave time instead.
- 8-4.4** Department Managers shall maintain records of the days on which jury and witness duty is served by employee.

### **8-5 FAMILY AND MEDICAL LEAVE OF ABSENCE**

Under the Family and Medical Leave Act of 1993 ("FMLA"), [as amended, \(FMLA, 29 CFR Part 825\)](#) eligible employees are allowed to take unpaid leaves of absence for certain specified purposes.

- 8-5.1 Eligible Employees** – An employee is eligible for FMLA leave if the employee has worked for at least twelve (12) months and has performed 1,250 hours of service for the County during the previous twelve (12) month period.
- 8-5.2 Leave Requirements** - The County will extend up to twelve (12) weeks of FMLA leave during any twelve-month period to eligible employees (the twelve month period shall be a "rolling" 12-month period measured backward from the date an Employee uses any FMLA leave):
- a. To care for a newborn child during the first twelve months after birth;

- b. Because of the placement of a child for adoption or foster care within twelve months after the placement;
- c. To care for the employee's spouse, son, daughter, or parent (or certain other persons in a "parent" capacity) with a serious health condition;
- d. To attend to the employee's own serious health condition involving inpatient care or continuing treatment which causes inability to perform his/her job
- e. For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty status).

The County will extend up to twenty-six workweeks of FMLA leave during any twelve month period to eligible employees (the twelve month period shall be a "rolling" 12-month period measured backward from the date an Employee uses any FMLA leave) to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

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**8-5.3 Substitution of Paid Leave** - Paid leave will run concurrent with FMLA leave under certain circumstances:

- a. The County will require an employee to substitute any accrued ~~paid vacation and personal-TOPS~~ leave for unpaid FMLA leave taken because of the birth or adoption of a son or daughter of the employee in order to care for the son or daughter, because of the placement of a son or daughter with the employee for adoption or foster care, or in order to care for the spouse, son, daughter, or parent of the employee if the spouse, son, daughter or parent has a serious health condition.
- b. The County will require an employee to substitute any accrued TOPS for unpaid FMLA leave taken in order to care for the spouse, son, daughter, or parent of the employee if the spouse, son, daughter or parent has a serious health condition or because of the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

**8-5.4 Length of Leave** - If medically necessary, a leave relating to a serious health condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently, exceptions to be made by the CCNH Administrator.

An employee is entitled to no more than a total of twelve work weeks of FMLA leave, during any twelve month period, except that an eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single 12-month period. The eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period described in Leave Requirements (a-e) above, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the following: because of the birth of a son or daughter of the employee and in order to care for such son or daughter; because of the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter, or parent with a serious health condition; because of the employee's own serious health condition; or because of a qualifying exigency. If an eligible employee does not take all of his or her 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month period, the remaining part of his or her 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

When both spouses are employed by the County, the total number of workweeks of leave utilized by both spouses will be limited to 12 workweeks if the leave is taken because of the birth of a son or daughter and in order to care for the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of one of the employees if the parent has a serious health condition.

**8-5.5 Notice and Certification** - When leave is reasonably foreseeable, the employee must provide 30 days' advance notice of the leave to his/her department head.

When substituting paid ~~sick, vacation, or personal~~ TOPS leave for unpaid FMLA leave, the Employer may require a certificate from the appropriate physician. For unpaid leave, a medical certification of illness and its seriousness, both as to the employee and/or a family member, will be required. It must also state the expected duration of the leave. Forms for such certification are available from the CCNH Administrator.

If there is reason to doubt the validity of the certification, the County may, at its own expense, require the employee or family member to obtain from a doctor of the County's choice. If a conflict arises, the County may require a third opinion. The third opinion shall be final and binding.

The County may also require that an employee obtain subsequent re-certifications on a monthly basis.

**8-5.6 Compensation/Benefits During Unpaid Leave** – During unpaid leave time, employees' wages and other benefits are not paid or accrued except for health and County paid life insurance, which will be continued on the same basis as if the employee continued in active status. The employee's portion of health insurance must be paid either through payroll deduction, or by direct payment by the employee to the County. The employee will receive a bill from the County for payment of health, life and/or dental premiums. If the premium is not paid by the stated due date, coverage will be canceled.

**8-5.7 Return to Work** - At the conclusion of leave, an employee will be restored to the position he/she held at the time the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employee's position would have been otherwise eliminated during the leave. Fringe benefits accrued prior to the leave will not be lost as a result of the leave. However, employees do not accrue additional seniority or employee benefits during the period of leave.

The County may deny reinstatement after leave to a salaried employee who is among the highest paid ten percent of its employees when denial is necessary to prevent substantial and grievous economic injury to the County. The County will provide prompt notification to the employee that reinstatement will be denied for that reason.

An employee who fails to return to work after the leave expires (other than due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control) will be liable to the County for its share of health plan premiums paid by the County during the period of leave. The County will recover the initial sums through deductions from any sums due to the employee (e.g. unpaid wages, ~~vacation~~ TOPS pay, etc.) Any balance will be recovered through legal action.

## **8-6 MILITARY LEAVE**

Employees performing military duties are entitled to numerous protections under federal and Illinois law. When addressing issues of military leave and its impact on County employment, supervisors are advised to consult with the Civil Division of the State's Attorney's Office or the Human Resources ~~Generalist~~-Director in the CCHN Administrator's Office.

**8-6.1 Leave** will be granted from County employment for any period actively spent in military service, whether voluntary or involuntary, including –

- a. A period for which the employee is absent from employment for the purpose of an examination to determine the fitness of the employee to perform military duty;
- b. Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty;
- c. Basic training, special or advanced training, and annual training;
- d. Training or education under the supervision of the United States preliminary to induction or enlistment into military service;
- e. Active military duty as a result of an order of the President of the United States or the Governor of Illinois;
- f. The performance of funeral honors duty pursuant to military orders in preparation for or to perform funeral honors functions at the funeral of a veteran.

### **8-6.2 Pay**

- a. For periods of annual training, the employee shall continue to receive his or her regular compensation as a County employee.
- b. For periods of basic training, up to sixty (60) days of special or advanced training, or mobilization as a result of an order of the President of the United States, the employee shall receive his or her regular compensation as a County employee minus the amount of his or her base pay for military service.

**8-6.3 Insurance** – Insurance coverage and its automatic continuation upon the employee's return to County employment shall be made available to the employee.

### **8-6.4 Other Benefits**

- a. Seniority shall continue to accrue during periods of military leave.
- b. Pay raises, promotions or other benefits dependent on the passage of time accrue to the employee's benefit as if the employee were present for work during the entire period of military duty.
- c. Pay raises, promotions or other benefits based on merit or otherwise related to demonstrated skill or efficiency shall not accrue during the employee's absence due to military duty.

- d. Pension rights and benefits shall be protected and preserved for the duration of the employee's military service as if the employee were a County employee for the entire period of military duty.

#### **8-6.5 Reinstatement**

- a. **Notice** – Any County employee seeking to return to CCNH employment following the completion of military duty must notify the County within ninety (90) days of completion of that military duty, or from any hospitalization continuing after discharge for a period of not more than one (1) year in order to be eligible for reinstatement under this Section. If the employee does not notify the County of his or her request for reinstatement within that time frame, the employee shall be considered absent from work and subject to discipline or discharge.
- b. **Reinstatement**
  - (i) If the employee seeking reinstatement is still qualified to perform the duties of the position which he or she left, the employee shall be promptly restored to the position which he or she left for military duty, with the same increase in status, seniority and wages that were earned during the period of military service by employees who were in similar positions during the employee's military duty, or to a position of similar seniority, status and pay, unless the County's circumstances have so changed as to make it impossible or unreasonable to do so.
  - (ii) If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left due to reasons other than disability, such as a lapse in necessary licensure or similar documentary or training requirement, the County shall make reasonable efforts to qualify the employee in an attempt to restore the employee to the position which he or she left for military duty, with the same increases in status, seniority and wages that were earned during the period of military service by employees who were in similar positions during the employee's military duty, or to a position of similar seniority, status or pay, unless the County's circumstances have so changed as to make it impossible or unreasonable to do so. If the employee cannot become qualified with reasonable efforts by the County, the employee shall be reemployed in a position which is the nearest approximation of position which the employee left to perform military duty.
  - (iii) If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left by reason of disability suffered during military duty but qualified to perform the duties of any other position within the County, the employee shall be promptly reemployed to another position the duties of which he or she is qualified to perform and as will provide the employee with like seniority, status and pay, or the nearest approximation, consistent with the circumstances of the employee's particular case.
- c. Any employee restored to County employment following military duty shall not be discharged from County employment without cause within one (1) year of restoration to employment.

#### **8-7 FAMILY MILITARY LEAVE**

~~An employee who is the spouse or parent of a person called to military service lasting longer than thirty (30) days with the State or United States pursuant to the orders of the Governor or the President of the United States may take up to thirty (30) days of unpaid leave under the Family Military Leave Act.~~

~~**8-7.1 Eligible Employees** — An employee is eligible for Family Military Leave if the employee has been employed by the County for at least twelve (12) months, and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued TOPS, and any other leave that may be granted to the employee, except disability leave.~~

~~**8-7.2 Leave Requirements** — The County shall provide up to thirty (30) days of unpaid family military leave to an employee during the time federal or state deployment orders are in effect, subject to the conditions set forth in this Section.~~

~~**8-7.3 Notice and Certification** — The employee shall give at least fourteen (14) days notice of the intended date upon which the family military leave will commence if leave will consist of five (5) or more consecutive work days. Where able, the employee shall consult with the employer to schedule the leave so as to not unduly disrupt the operations of the employer. Employees taking military family leave for less than 5 consecutive days shall give the employer advanced notice as is practicable. The employer may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.~~

~~**8-7.4 Continuation of Benefits** — During any family military leave, the County will make it possible for employees to continue their benefits at the employee's expense. The County and employee may negotiate for the employer to maintain benefits at the employer's expense for the duration of the leave. Furthermore, taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.~~

~~**8-7.5 Reinstatement** — Upon expiration of the leave, the employee shall be entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.~~

## **8-8-7 SCHOOL VISITATION LEAVE**

Under the School Visitation Leave Act, eligible employees are allowed to take unpaid leave for certain school-related functions concerning their children.

**8-87.1 Eligible Employees** – An employee is eligible for School Visitation Leave if the employee has worked for the County for at least six (6) months preceding the request and worked an average number of hours per week which is at least half of the full-time hours for that job classification during those six (6) months. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued TOPS and any other leave that may be granted to the employee except disability leave.

**8-87.2 Leave Requirements** – The County will grant an employee unpaid leave of up to a total of eight (8) hours during any school year, and no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's biological, adopted, foster, or stepchild, or legal ward of the employee, who is enrolled in a public or private primary or secondary school, if the conference or classroom activities cannot be scheduled during non-work hours.

**8-87.3 Notice and Certification** – Before arranging attendance at the conference or activity, the employee shall provide the supervisor with a written request for leave at least

seven (7) days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer. Upon completion of the school visitation, the employee shall submit verification of the exact time and date the visitation occurred.

**8-87.4 Alternate Work** – An employee who utilizes or seeks to utilize the rights afforded by this Section may choose the opportunity to make up the time so taken on a different day or shift as directed by the supervisor. An employee may not be required to make up the time taken, but if the employee does not make up the time taken, the employee shall not be compensated for the time taken. An employee who does make up the time taken shall be paid at the same rate as paid for normal working time. The County shall make a good faith effort to permit an employee to make up the time taken for the purposes of this Section. If no reasonable opportunity exists for the employee to make up the time taken, the employee shall not be paid for the time. A reasonable opportunity to make up the time taken does not include the scheduling of make-up time in a manner that would require the payment of wages on an overtime basis. If unpaid leave under this Section conflicts with the unreduced compensation requirement for exempt employees under the federal Fair Labor Standards Act, the County may require the employee to make up the leave hours within the same pay period.

## **8-8 BLOOD DONATION LEAVE**

8-8.1 Employees who are employed full-time by the County and who have worked for the County for at least six (6) months may be granted one (1) paid hour every fifty-six (56) days in order to donate blood.

8-8.2 Employees may take leave pursuant to this Section only after obtaining approval from their respective Department Heads.

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## **8-9 VOTING LEAVE**

**8-9.1** Any employee entitled to vote at a general or special election or at any election at which propositions are submitted to a popular vote shall be entitled to take leave from work for a period of two (2) hours between the time of opening and closing the polls on the day of the election for the purpose of voting. Employees may use TOPS during Voting Leave.

**8-9.2** The employee must request leave prior to the day of election.

**8-9.3** The employer may specify the hours during which the employee may leave to vote, except that the employer must permit a 2-hour absence during working hours if the employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls.

## **8-10 HEALTH AND TERM LIFE INSURANCE**

**8-10.1** An employee (including per diem employees) must work at least thirty (30) hours per week and have completed ~~three (3)~~ two (2) months of employment to be eligible for the County insurance benefit program. The County provides group health and life insurance coverage. The County Board shall offer such group health and life insurance programs as it determines. The County Board shall determine annually the amount which it will contribute toward group health and life insurance coverage on behalf of each employee. Employee choice of group health insurance program shall not interfere with the employee's group life benefits. If the cost of a particular group health insurance program is more than the County contribution, the employee

shall pay the additional amount through payroll deduction. If the employee wishes to have dependent coverage, the employee must assume the responsibility for dependent premiums through payroll deduction.

An employee in a full-time, temporary employment status with the County may be eligible for Health Insurance benefits upon employment as a regular full-time employee under the following condition: That the employee has had ~~three-two~~ months continuous unbroken employment with the County for a ~~threetwo~~-month period immediately prior to the employment by the County as a regular full-time employee.

**8-10.2** If an employee retires from the County on an IMRF pension or qualifies for IMRF permanent disability, the individual may retain health insurance coverage and reimburse the County for the premiums. Arrangements may be made through the CCNH Administrator's Office.

### **8-11 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

The benefits of the Illinois Municipal Retirement Fund and eligibility for IMRF are determined by the state law and not by the County. The benefits are subject to change without notice from the County. Included are temporary and permanent disability payments, pension and death benefits. See the most recent edition of the pamphlet distributed by IMRF or visit [www.imrf.org](http://www.imrf.org) for a detailed description of benefits.

### **8-12 WORKER'S COMPENSATION AND RETURN TO WORK FOLLOWING INJURY POLICY**

It is the policy of Champaign County to promote a safe work place for its employees. When an employee is off work due to a work-related illness or injury, the County will monitor the status of such an employee, and when available will assist the employee in obtaining rehabilitation services in order for the employee to return to work. An employee who is off work due to a work-related illness or injury is expected to cooperate with any county programs or policies designed to help the employee return to work and to assume their full job responsibilities. The County shall oversee the management of its workers compensation program, and shall investigate all workers compensation claims as necessary to ensure uniform reporting procedures. It is the policy of the County to make every reasonable effort to accommodate an injured employee, unless such accommodation poses undue hardship on the County.

**8-12.1 Procedure** – Any employee injured on the job or who acquired a job-related illness is required to report the incident to their supervisor as soon as practicable after it is known that such injury or illness is job-related. The report shall contain the approximate date and place of the accident, if known, and may be given to the supervisor either orally or in writing.

- a. When an employee sustains what he/she believes to be a work-related injury or illness, and has reported the said work-related injury or illness to his/her supervisor, the employee shall then report to his/her immediate supervisor for the coordination of his/her initial care and treatment. The employee is encouraged to seek treatment from Carle Clinic Occupational Medicine. The employee also has the option of seeking treatment through the medical care provider from whom they have insurance coverage. If the employee needs urgent medical attention, the employee's immediate supervisor shall call 9-1-1 to have the employee transported to the closest hospital for treatment.
- b. After coordinating the employee's initial care and treatment as described in 8-12.1(a), the employee's immediate supervisor shall complete the State of

Illinois Employer's First Report of Injury or Illness (known as Form 45) within twenty-four hours of the employee's report, and obtain the signature of the Department Manager or Department Manager's designee on the said report. If the Department Manager or designee is not available to sign the report within the twenty-four hour period, the immediate supervisor shall fax the said report to the Insurance Specialist in Administrative Services. The Supervisor's Incident Investigation Report should also be prepared within twenty-four hours of the incident, unless the said forms cannot be completed during the immediate supervisor's regular working hours, in which case the immediate supervisor shall advise the Department Manager or Department Manager's designee which forms are incomplete, and what further information is necessary to complete the said forms.

- c. The immediate supervisor is responsible for the initial investigation of the employee's reported work-related injury or illness. Supplemental and/or conflicting information, including any written statements by the injured employee, should be noted by the immediate supervisor on the appropriate form, or in a separate memo to the Department Manager or the Department Manager's designee. The immediate supervisor shall also include within the initial investigation report a list of any witnesses to the injury or illness claimed by the employee.
- d. In order to determine whether the injury or illness reported by the employee is a compensable injury and to determine the nature, extent, and probable duration of the injury, the employer may require the employee to undergo a medical evaluation by a duly qualified medical practitioner or surgeon of the employer's choice, with the said evaluation to be paid for by the employer, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for the purpose of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Workers Compensation Act.
- e. An employee must provide whatever medical releases of information are necessary to his/her immediate supervisor, and the Insurance Specialist, for all physicians, surgeons, therapists, or other medical providers as to any evaluation, treatment, testing, prescribed medications or other medical information relevant to the evaluation and treatment of the employee's work-related illness or injury, as well as any recommendations made by any medical providers as to the employee's ability to return to the employee's job, or transitional work. It shall be the responsibility of the immediate supervisor to work with the employee to obtain the said releases. The employee shall not be allowed to return to work or transitional return to work duty assignments unless and until the said medical releases have been executed, and the return to work has been authorized by the employee's medical providers in conjunction with the employer.
- f. All employee injury reports will be logged by the HR [Generalist Director](#). If the employee misses work time or is required to undergo medical evaluation and/or treatment for the employee's work-related injury or illness, the HR [Generalist Director](#) shall forward all reports for that employee to the designated Third Party Administrator (TPA). All employees and their supervisors are required to cooperate fully with the [County's HR Generalist Director](#) and the TPA in the investigation of all reported injuries.
- g. If the employee receives any medical bills for the treatment of his/her work-related injury or illness, the employee shall send such bills to the Insurance Specialist.

- h. The Insurance Specialist shall serve as the administrator of the County's Workers Compensation Program, and shall be responsible for working with employees, their supervisors, and Department Managers to answer any questions about benefits, rights, or obligations pursuant to the County's Workers Compensation Program.

**8-12.2 External Case Management** - Any employee claims for work-related injuries or illnesses which are expected to cause the employee to miss work for more than thirty days, or which require specialized services for the employee not available within the County, will be referred by the Insurance Specialist to a TPA for professional case management, and/or for medical and/or vocational services. The Insurance Specialist shall require the TPA to provide written reports on the employee's progress on a monthly basis.

- a. The employee who has suffered a work-related injury or illness shall be required to participate in the development and implementation of his/her return to work, which shall include:
  - (i) Cooperating with and implementing any recommended treatment, evaluations or therapies from physicians, therapists, and surgeons;
  - (ii) Sharing all information pertinent to the employee's work-related injury or illness with all physicians, therapists, and surgeons;
  - (iii) Signing any and all releases of information necessary for the employer to monitor the employee's progress in returning to work;
  - (iv) Abiding by all recommended medical restrictions while at work, or off work;
  - (v) Requesting assistance for medical or vocational services designed to return the employee to work;
  - (vi) Scheduling and attending medical appointments which will cause the least work disruption, and communicate information about medical appointments to the immediate supervisor as soon as such medical appointments are scheduled;
  - (vii) Maintaining regular contact with the immediate supervisor;
  - (viii) Contacting the immediate supervisor about any accommodations the employee feels are necessary to assist the employee to return to work;
  - (ix) Participating in a functional capacity evaluation as directed by the employer;
  - (x) Complying with all safety rules and regulations of the employer.
- b. The immediate supervisor shall work with the employee in developing and implementing the employee's return to work after a job-related illness or injury. The immediate supervisor shall:
  - (i) Contact the Insurance Specialist and the Department Manager about any accommodations requested by the employee in the return of the employee to work.
  - (ii) Contact the Insurance Specialist and the Department Manager about any changes in the employee's medical condition.
  - (iii) Contact the Insurance Specialist and the Department Manager if the employee does not cooperate with the requirements of 8-16.2.
- c. The TPA, together with the employee's immediate supervisor and the Insurance Specialist, will investigate all workers compensation claims and make compensability determinations in accordance with the Illinois Workers Compensation Act. The TPA will determine what benefits are due to the employee and pay such benefits as are required by statute. The Insurance

Specialist or the TPA may contact employees to obtain information necessary to process the employee's claim. The TPA shall answer any employee questions concerning the claims process.

- d. If after a comprehensive investigation of a workers compensation claim, it is determined by the TPA, Insurance Specialist, and Department Manager that an employee has knowingly submitted a fraudulent claim, said employee will be subject to discipline, up to and including discharge.
- e. The Insurance Specialist shall serve as the Administrator of the County's Workers Compensation program. The Insurance Specialist shall provide advice and information to all immediate supervisors and Department Managers concerning the program, and shall assist immediate supervisors and Department Managers in meeting their responsibilities pursuant to the program.
- f. The Department Manager or the Department Manager's designee shall identify and select a management representative to serve as the coordinator of any and all claims pursuant to the County's Workers Compensation program within that Department.

8-12.3 **CCNH Work Transition Policy** – The Champaign County Nursing Home shall, when appropriate and available, provide the opportunity for transitional work to any employees suffering from a job-related injury or illness in order to allow the employee to return to work safely by accommodating the employee's inability to meet all of the demands of the employee's regular work position. Work transition may include the following:

- a. Modification of the current job prioritized as follows:
  - (i) Current job—same work location
  - (ii) Modified job—same work location; modifications of work tasks or job demands which meet the employee's functional capacity; modification of work tasks to be completed by the employee which meets the employee's functional capacity
  - (iii) Current job—different work location
  - (iv) Modified job—different work location; modifications of work tasks or job demands which meet the employee's functional capacity; modifications of work tasks to be completed by the employee which meet the employee's functional capacity
  - (v) Limited special assignments
  - (vi) Participate in rehabilitation programs to allow the employee to work and also participate in services to reduce the impairment, facilitate the employee's medical progress, and prevent long term disability.
- b. The length of the work transition period should not exceed thirty work days unless an extension is approved by the employee's Department Manager. An extension may be granted based on the employee's medical needs or inability of the employee to fully perform former job demands, but if extended shall not exceed ninety work days in length. Any extension of the work transition period beyond ninety work days must be approved in advance by the CCNH Administrator.

**8-13 VESSA (VICTIM'S ECONOMIC SECURITY AND SAFETY ACT, P.A. 93-0591)**

**8-13.1** In order to ensure the economic security and safety of Champaign County employees, an eligible employee will be granted unpaid leave for situations when the employee has been subject to domestic or sexual violence, or in order to help a family or household member who is a victim of domestic or sexual violence, not caused by the employee. In addition, victims of domestic or sexual violence will be eligible for insurance and protection from employment and insurance discrimination. Eligibility for such protections is dependent upon the employee's ability to perform the essential functions of their position but for being a victim of domestic or sexual violence, and any requested accommodation must not pose an undue hardship on the County's operations.

**8-13.2** Eligible employees will be granted job-protected unpaid leave to conduct the following activities related to the domestic or sexual violence during work hours:

- a. To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
- b. To obtain services from a victim services organization;
- c. To obtain psychological or other counseling;
- d. To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee from future domestic or sexual violence or to ensure economic security;
- e. To seek legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

**8-13.3** Employees are entitled to 12 workweeks of VESSA leave during any 12-month period and are entitled to take leave upon at least 48 hours notice (where practicable). VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave allowed under, or in addition to, the Family and Medical Leave Act. Sick, vacation, personal, FMLA leave or compensatory time may be substituted for the unpaid leave provided under this Act.

**8-13.4** The Department Manager shall require certification from the employee that VESSA leave is for a qualifying reason. Certification consists of:

- a. A sworn statement of the employee, and
- b. One of the following:
  - (i) Documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of violence;
  - (ii) A police or court record; or
  - (iii) Other corroborating evidence. The Department Manager shall keep such documentation in the strictest of confidence.

**8-13.5** An employee who takes such leave is entitled to be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee shall retain all benefits accrued prior to the date leave

commences (including life and health insurance, sick and vacation leave, educational benefits and pensions) but the employee is not entitled to accrue seniority or additional employment benefits during the leave. The employee is also entitled to continued health insurance during any period of leave on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the County can recover the premium the employer paid for health insurance, provided the reasons the employee has not returned do not include the continuation, recurrence, or onset of domestic or sexual violence of other circumstances beyond the employee's control. The County may also require certification of such reasons.

**8-13.6** It is unlawful to interfere with an employee's exercise of right under the Act or to discriminate in employment against an individual because:

- a. The individual:
  - (i) Is, or is perceived to be, a victim of domestic or sexual violence;
  - (ii) Has attended, participated in, prepared for, or requested leave to attend, participated in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member was a victim; or
  - (iii) Requested an adjustment to a job, structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence; or
- b. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

## **CHAPTER 9 – SALARY ADMINISTRATION GUIDELINES**

### **9-1 DEFINITIONS**

**9-1.0 Program Administrator** – The term Program Administrator refers to the CCNH Administrator. To improve the effectiveness of this salary administration program, other management officials may be delegated specific responsibilities. The Nursing Home Board of Directors remains responsible for policy determination and for oversight; routine operating authority for implementing this salary administration program rests with the CCNH Administrator.

**9-1.1 Position Description** – A written set of criteria regarding the essential duties and responsibilities performed in a position and the minimum knowledge, skills, abilities, education, training, and experience required to perform the job. Position descriptions will be coordinated and maintained by the Program Administrator, in consultation with the appropriate department managers.

Position descriptions may be modified to reflect changing job requirements. Positions undergoing such modification may be reevaluated and graded to account for changes in responsibilities.

**9-1.2 Authorized Position** – A single job slot allocated to the Nursing Home and authorized by the Nursing Home Board of Directors as full-time or part-time. Part-

time positions are stated as a percentage of full-time or average hours worked. All authorized positions shall be identified by a CCH position description.

- 9-1.3 New Position** - Creation of a new authorized position which has been approved by the Nursing Home Board of Directors. No hiring into a new position can occur until the new position had been described, point-rated, graded, and authorized.
- 9-1.4 Reclassification/Position Re-Evaluation** – The process of deleting an existing authorized position and creating a new authorized position based upon an existing or new position description.
- 9-1.5 Midpoint** – The midpoint, as a control point, represents the dollar value that the Nursing Home is willing to pay an experienced employee for performing consistently competent work that fully meets all position requirements in a job of a given level of difficulty and responsibility. It also should reflect favorable competitive rates paid in the employment market for experienced employees in similar jobs.
- 9-1.6 Maximum** – The maximum salary is the highest salary paid for a particular position. The maximum is expressed as 120% of the midpoint.
- 9-1.7 Minimum** – The minimum salary is the lowest beginning salary for a particular position. The minimum is expressed as 75% of the midpoint.
- 9-1.8 Salary Range** – A salary range is established based on the midpoint and represents the dollar value of an experienced employee for performing consistently competent work that fully meets all position requirements. The salary range represents the normally expected range an individual can expect as compensation for good, consistent performance. Structurally, the salary minimum is 75% of the midpoint, and the maximum is 120% of the midpoint.
- 9-1.9 Experienced** – A candidate whose Knowledge, Skills, Abilities; and Education and Experience substantially exceed the minimum requirements as stated in the position description.
- 9-1.10 Inexperienced** – A candidate whose Knowledge, Skills, Abilities; and Education and Experience meet the minimum requirements as stated in the position description.
- 9-1.11 Exempt/Non-Exempt Pay Practice Status** – Determination made by the State’s Attorney’s Office, or other delegated legal counsel, according to the Fair Labor Standards Act (FLSA) Guidelines of the salary grid applicable to a position.
- 9-1.12 Promotion** – A promotion exists when an employee is proposed to be hired to an open position or when a re-evaluation of a current position has resulted in the position being placed in a higher salary grade.
- 9-1.13 Transfer to a Lower Salary Range** – Transfer to a lower salary range is defined as a permanent change from a position in one salary range to a position where the job is placed in a lower salary range, as expressed by job content evaluation points.
- 9-1.14 Lateral Transfer** – A lateral transfer occurs when an employee moves to a new position, which is assigned to the same grade as the employee’s previous position. An employee who makes a lateral transfer to a position in the same grade will not receive a salary adjustment, and shall keep full credit for time served with the employer (Champaign County).

## **9-2 SCHEDULE OF AUTHORIZED POSITIONS & SALARY GRID**

**9-2.1** The Schedule of Authorized Positions reflects the quantity and position title of all permanent positions in the Nursing Home as approved by the Nursing Home Board of Directors. The Nursing Home Board of Directors' appropriations for salaries in the Nursing Home's budget will only be made to positions approved in the Schedule of Authorized Positions. No full-time, part-time, or per diem employee may be paid except through service in a position authorized on the Schedule of Authorized Positions. Additions or deletions to the Schedule of Authorized Positions will be made via the annual budget process or on an exception basis by Nursing Home Board of Directors. The CCNH Administrator will be responsible for maintaining the Schedule of Authorized Positions.

**9-2.2** The Salary Grids reflect every position title in the Nursing Home personnel system, with the exception of positions represented by bargaining units, with a minimum, midpoint, and maximum salary for each position. Per diem employees are reflected in the salary grids with a single daily per diem figure.

The Nursing Home maintains two salary grids, one determining a pay practice for Exempt positions and one determining a pay practice for Non-Exempt positions. An employee's salary will be between the minimum and maximum, but may not exceed the maximum. Per Diem employees are reflected in the salary grids with a single per diem figure.

A position analysis is conducted to assign a point rating to each position. Point ratings correspond to the facility salary grid. Positions are assigned a salary using the position analysis score and with consideration for salary equity. The CCNH Administrator is responsible for maintaining equitable salaries within the Home.

### **9-3 ADMINISTRATION**

The effective planning and control of salary costs requires a systematic procedure which includes:

- Review and adjustment of the midpoint salary policy consistent with competitive and economic conditions.
- Determination of funds required for policy implementation.
- Distribution of allocated funds among departments via the budget process.
- Efficient control of fund utilization throughout the budget period.

No change or addition to the Schedule of Authorized Positions or to the Salary Grid will be made except in accordance with the following procedures:

**9-3.1 Hiring Procedures** – Employees meeting the definition of "Inexperienced" should be hired at the minimum salary. There may be extenuating market circumstances that, on occasion, may require the approval of the CCNH Administrator to hire above the minimum. Inexperienced candidates should not be hired above the mid-point salary.

Employees meeting the definition of "Experienced" may be hired at any point up to the mid-point commensurate with experience, credentials, and market conditions. Where extenuating conditions make hiring past the mid-point a necessity, the approval of the CCNH Administrator is required.

### **9-3.2 Salary Midpoint Adjustment – Related Adjustments to Salary Ranges**

1. The Nursing Home Board of Directors will review the salary midpoint policy annually during the budget review process.
2. The CCNH Administrator will recommend appropriate adjustments to the Nursing Home Board of Directors based upon data regarding employment and competitive market trends, inflation forecasts, projected salary movement, pertinent economic factors, and other relevant information.
3. The CCNH Administrator shall cause the midpoint for each position to be established for each fiscal year; the midpoint should reflect the current market wage for comparable positions.
4. Unless otherwise specified, any midpoint salary adjustment – and any related adjustments to the salary ranges – shall take effect on the first day of the fiscal year immediately following approval by the Nursing Home Board of Directors.

**9-3.3 Merit Adjustments** – Determination of individual merit increases will be made by the Administrator based on employee performance as recorded on the employee’s annual performance appraisal or on any interim performance appraisal.

**9-3.4 Eliminated Positions** – Positions that have been eliminated from CCNH may be dropped from the salary grid.

**9-3.5 New Positions** – New positions may be created from time to time to further the mission of CCNH. No position may be added without having a written position description evaluated, point-ranked, graded, and **reviewed** for internal equity. The number of FTE in a particular position is controlled by the nursing home budget and its current operating performance.

**9-3.6 Above Max Increases** – There will be no increases granted above any salary grade’s maximum.

**9-3.7 Market Inequities** – Occasionally, a position will be point-rated and graded properly. But, due to market aberrations, the salary assigned to the grade may not be sufficient to attract personnel. In such cases, the position shall remain in the correct grade, but the employee may be paid out of a higher grade. The approval of the CCNH Administrator is required.

## **CHAPTER 10 – DRUG- AND ALCOHOL-FREE WORKPLACE**

### **10-1 DRUG- AND ALCOHOL-FREE WORKPLACE**

Champaign County is committed to programs that promote safety in the workplace, employee health and well-being and citizens’ confidence. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee safety, and undermine citizens’ confidence. The County’s goal, therefore, and the purpose of this policy, is to establish and maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and commitment, and in response to the requirements of the Drug-Free Workplace Act (30 ILCS 580/1-11), the Champaign [Nursing Home County](#) Board of Directors has developed this policy statement

regarding the use, sale, possession, and distribution of controlled substances, including cannabis and alcohol, by its employees, or on its premises.

**10-1.1 Use, Possession, Transportation, Sale, Distribution** – The use, possession, sale, transportation, or distribution of controlled substances, including cannabis or alcohol by anyone while on County property or on County business may be cause for discharge. Controlled substances or alcohol shall be taken into custody, and the appropriate law enforcement agencies will be notified.

**10-1.2 Over-The-Counter or Prescribed Medications** – Employees who take over-the-counter or prescribed medications are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair their ability to do their jobs. An employee who fails to do so shall be subject to disciplinary action, up to and including discharge. Moreover, employees who take over-the-counter or prescribed medication contrary to doctor’s instructions may be subject to disciplinary action, up to and including discharge.

**10-1.3 County Property Defined** – For purpose of this policy, the term “County property” shall include all land, buildings, structures, parking lots, and means of transportation owned by or leased to the County.

**10-1.4 Employee Assistance Program** – The County encourages any employee who feels they may have a drug or alcohol problem to contact his or her immediate supervisor or the Insurance Specialist for assistance. The County will, at the employee’s request, refer him or her to the employee’s designated healthcare provider for information or professional assistance, which will be at the employee’s expense over and above any covered benefit amount. All communications will be strictly confidential. Employees will not be subject to discipline for seeking such assistance prior to detection. However, this will not thereafter excuse violations of this drug and alcohol policy for which the employee is subject to discipline.

**10-1.5 Discipline** – Any employee who violates this policy will be discharged.

**10-1.6 Progressive Discipline Not Applicable** – Any other disciplinary methods previously used by the County do not apply to violations of this drug and alcohol policy. Discipline for violations of this drug and alcohol policy shall be governed solely by the policy itself.

**10-1.7 Satisfactory Completion of Program** – Any employee who is required by this policy to satisfactorily participate in a drug or alcohol assistance or rehabilitation program shall furnish his or her Department Manager written proof of the satisfactory completion of the program.

**10-1.8 Condition of Employment** – As a condition of employment,

- a. The County requires that all employees acknowledge that they will:
  - (i) Abide by the terms of this policy;
  - (ii) Notify the Department Manager of his/her department of any conviction for a violation of a criminal drug statute no later than five days after conviction; and
  - (iii) If convicted of a violation of a criminal drug statute, satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program.
- b. If Champaign County receives notice from an employee of a conviction of a

violation of a criminal drug statute, Champaign County will:

- (i) Take appropriate action against such employee up to and including termination of employment; and/or
- (ii) Provide employee assistance as stated in subsection 10-1.5 above.

## **CHAPTER 11 – WORKPLACE VIOLENCE POLICY**

### **11-1 WORKPLACE VIOLENCE POLICY**

The County of Champaign values its employees and citizens and the [Nursing Home Champaign County](#) Board ~~of Directors~~ affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with Champaign County, including employees and the public, never feel threatened by any form of violence. Champaign County has a zero tolerance policy for violence, whether by or toward employees. "Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also include acts, threats, intentions of harm, destruction towards self, others or property, and may be psychological as well as physical, and the perception thereof.

**11-1.1 Disciplinary Action** – If it has been determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well.

#### **11-1.2 Responsibility**

- a. The CCNH Administrator's Office has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The CCNH Administrator's Office will also identify resources that departments may use in developing their training plans and workplace violence measures.
- b. Managers and supervisors shall make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to the respective Department Managers.
- c. Employees shall report all acts and/or threats of violence to their supervisors or Department Managers. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.

**11-1.3 Continual Review** – The CCNH Administrator's Office shall develop a method for receiving and reviewing reports of violence and threats of violence. Information and data from such reports shall be utilized to establish a continual improvement process for reducing the potential for adverse outcomes associated with acts or threats of workplace violence.

## **CHAPTER 12 – ANTI-HARASSMENT POLICY**

### **12-1 ANTI- HARASSMENT**

12-1.1 It is the policy of Champaign County Government to provide to all officials and employees a work environment free of harassment based upon gender, ethnicity, race, sexual orientation, religious affiliation, age, physical and mental disability, and marital status, as well as sexual harassment. It is the right of all employees to work in an environment free from harassment and the responsibility of all employees to refrain from harassment. Champaign County prohibits sexual harassment and harassment based upon gender, ethnicity, race, sexual orientation, religious affiliation, age and physical and mental disability of and by its employees. Harassment is inappropriate, offensive, and, in specific cases, may be illegal and will not be tolerated by Champaign County.

Harassment refers to physical or verbal actions that have the purpose or effect of unreasonably interfering with a person's work performance, which create a hostile, intimidating, or offensive environment and which is based on the sexual orientation, race, color, religious belief or practice, national origin, ancestry, gender, age, citizenship status, marital status, or disability of the person that feels harassed or discriminated against. Such actions, intentional or not, can annoy or disturb members of one sex, ethnicity, race, sexual orientation, religion, age, marital status and disability. Examples include but are not limited to:

- a. Unwelcome sexual advances, requests for sexual favors, or physical conduct of a sexual nature;
- b. Any sexual, ethnic, racial, gender or religious-related jokes, comments, insults, cartoons, innuendoes, or personal conduct or mannerisms that could be construed as offensive, intimidating, or hostile as measured from the point of view of a reasonable person of the same protected group;
- c. Demeaning comments or ridicule of an employee based on the employee's status as a member of a protected group;
- d. Repeated unwanted, unwarranted, or unsolicited off-duty telephone calls, contact, or conduct that violates this policy;
- e. Submission to or rejection of such conduct is used as the basis for employment decisions;
- f. Displaying or permitting the display of pictures, drawings, or graffiti that could be considered a violation of this policy.

Champaign County directs all employees and supervisory personnel within Champaign County to ensure that their workplaces are free of harassment. Department Managers and supervisory personnel shall be responsible for supporting training on sexual, ethnic, racial, sexual orientation, religious, age, and disability-related harassment prevention and this harassment policy. Department Managers and supervisory personnel shall post and distribute this policy, encourage employees to report harassment incidents, and assure employees they do not have to endure a hostile or negative work environment. Behavior or acts that employees find offensive or harassing, if not based on protected class as set forth in this Policy, while rude or offensive, are not a violation of this Policy. Employees are advised to present their complaints to their supervisors or personnel identified in the "Complaint Procedure" as set forth in this Chapter.

### **12-2 COMPLAINT PROCEDURE**

12-2.1 Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, sexual orientation,

marital status, religion or disability) may do so through their Department Manager, the CCHN Administrator, or the Human Resources ~~Generalist~~[Director](#).

**12-2.2** All allegations of harassment will be investigated thoroughly. The facts will determine the response of the County to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the County up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.

## **CHAPTER 13 – PROHIBITED POLITICAL ACTIVITIES AND GIFT BAN**

### **13-1 PROHIBITED POLITICAL ACTIVITIES**

**13-1.1** No employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No employee shall intentionally use any property or resources of the employer in connection with any prohibited political activity.

**13-1.2** At no time shall any employee intentionally require any other employee to perform any prohibited political activity:

- a. As part of that employee's duties;
- b. As a condition of employment; or
- c. During any compensated time off (such as holidays, vacation or personal time off.)

**13-1.3** No employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, , continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

**13-1.4** Nothing in this Section prohibits activities that are permissible for an employee to engage in as part of his or her official duties, or activities that are undertaken by an employee on a voluntary basis which are not prohibited by this policy.

**13-1.5** No person either:

- a. In a position that is subject to recognized merit principles of public employment; or
- b. In a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs,

shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

### **13-2 GIFT BAN**

**13-2.1** Except as permitted by this policy, no employee, and no spouse of or

immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this policy.

**13-2.2 Exceptions** - Section 13-2.1 is not applicable to the following:

- a. Opportunities, benefits, and services that are available on the same conditions as for the general public;
- b. Anything for which the employee, or his or her spouse or immediate family member, pays the fair market value;
- c. Any:
  - (i) Contribution that is lawfully made under the Election Code; or
  - (ii) Activities associated with a fundraising event in support of a political organization or candidate;
- d. Educational materials and missions;
- e. Travel expenses for a meeting to discuss business;
- f. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée;
- g. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as:
  - (i) The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - (ii) Whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - (iii) Whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Department Managers or employees, or their spouses or immediate family members.
- h. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

- i. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- j. Intra-governmental and inter-governmental gifts. For the purpose of this policy, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer, or employee of another governmental entity.
- k. Bequests, inheritances, and other transfers at death.
- l. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.
- m. Each of the exceptions listed in this section is mutually exclusive and independent of every other.

**13-2.3 Disposition of gifts** - An employee, his or her spouse, or an immediate family member living with the employee, does not violate this Policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

### **13-3 DEFINITIONS**

For purposes of this Section, the following terms shall be given these definitions:

**13-3.1 "Campaign for elective office"** means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-presidential electors, but does not include activities:

- a. Relating to the support or opposition of any executive, legislative, or administrative action;
- b. Relating to collective bargaining; or
- c. That are otherwise in furtherance of the person's official duties.

**13-3.2 "Candidate"** means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election.

**13-3.3 "Collective bargaining"** has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 31513).

**13-3.4 "Compensated time"** means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence.

**13-3.5 "Compensatory time off"** means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

**13-3.6 "Contribution"** has the same meaning as that term is defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

**13-3.7 "Employee"** means a person employed by the Employer, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

**13-3.8 "Employer"** means the Champaign County Board operating through the Champaign County Nursing Home Board of Directors.

**13-3.9 "Gift"** means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

**13-3.10 "Leave of absence"** means any period during which an employee does not receive:

- a. Compensation for employment,
- b. Service credit towards pension benefits, and
- c. Health insurance benefits paid for by the employer.

**13-3.11 "Officer"** means a person who holds, by election or appointment, an office created by the Illinois Constitution, Illinois statute or County ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

**13-3.12 "Political activity"** means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities:

- a. Relating to the support or opposition of any executive, legislative, or administrative action;
- b. Relating to collective bargaining; or
- c. That are otherwise in furtherance of the person's official duties.

**13-3.13 "Political organization"** means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

**13-3.14 "Prohibited political activity"** means:

- a. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
- b. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;

- c. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- d. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- e. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- f. Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- g. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- h. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- i. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- j. Preparing or reviewing responses to candidate questionnaires;
- k. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- l. Campaigning for any elective office or for or against any referendum question.
- m. Managing or working on a campaign for elective office or for against any referendum question;
- n. Serving as a delegate, alternate, or proxy to a political party convention.
- o. Participating in any recount or challenge to the outcome of any election; or
- p. All other political activity on behalf of a candidate for public office, a referendum question, a political campaign, or a political organization.

**13-3.15 "Prohibited source"** means any person or entity who:

- a. Is seeking official action:
  - (i) By an officer or
  - (ii) By an employee, or by the officer or another employee directing that employee;
- b. Does business or seeks to do business:
  - (i) With the officer or
  - (ii) With an employee, or with the officer or another employee directing that employee;
- c. Conducts activities regulated:
  - (i) By the officer or
  - (ii) By an employee, or by the officer or another employee directing that employee; or
- d. Has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

**13-4 ENFORCEMENT**

No County employee may use his or her official position of employment to coerce or inhibit others (whether County employees or members of the public) in the free exercise of their political rights, including, without limitation, the right to petition, make public speeches, campaign for or against political candidates, speak out on questions of public policy, distribute political literature, make contributions, or seek public office.

13-4.1 Except as specifically stated herein, no Department Manager may make or enforce any rule that in any way inhibits or prohibits any of its employees from exercising any political rights, including, but not limited to, those described in Section 13-5.1.

13-4.2 Nothing in this Section 13-5 shall apply to:

- a. Efforts to enforce Chapter 13 of this Policy, the Champaign County Ethics Ordinance, State law, or any comparable provision of a Collective Bargaining Agreement.
- b. Efforts to limit non-work-related activity on County time, even if such efforts have the incidental effect of limiting political activity on the same basis as other non-work-related activity.

## **CHAPTER 14 – GENERAL RULES AND PROCEDURES**

### **14-1 REPORTING UNSAFE WORKING CONDITIONS**

Employees who become aware of unsafe working conditions must report those conditions to the Department Manager or CCNH Administrator.

### **14-2 REGISTRATION OF A DOMESTIC PARTNERSHIP**

Registration of a domestic partnership will be required for coverage under the group health, dental, vision and dependent life insurance.

- 14-2.1** An employee who wishes to register a domestic partnership needs to contact the Insurance Specialist for information and the registration form. Upon receipt of a properly completed form, the county will consider the Partnership registered as of the date of the signature on the form.
- 14-2.2** Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- 14-2.3** Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- 14-2.4** Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses and their enrolled dependents receive for group continuation health coverage through COBRA and/or individual conversion.
- 14-2.5** An employee may terminate a domestic partnership by notifying the Insurance Specialist in writing of the termination of the domestic partnership within thirty days of its termination. (The same guideline exists for married couples that divorce.) The employee must then wait six months from the date of the notice before registering another domestic partnership, except in either of the following cases:
- a. The employee is registering the same domestic partnership within thirty days notification of the termination of that domestic partnership, or

- b. The employee's former domestic partnership was dissolved through the death of the employee's domestic partner.

**14-2.6** The tax consequences of a domestic partnership are the responsibility of the employee, not the County. Under the Internal Revenue Code, an employee is not taxed on the value of benefits provided by an employer to an employee's spouse or dependent. However, the IRS has ruled that a domestic partner does not qualify as a spouse.

The value of benefits provided to an employee's domestic partner (and the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code. This company (the County) will treat the value of the benefits provided to the employee's domestic partner (and the domestic partner's eligible children, if any) as part of the employee's income and will withhold the taxes on the value of those benefits from employee's paychecks. If the employee's domestic partner qualifies as a dependent under Section 125 of the Internal Revenue Code, the employee may file the proper documentation with the IRS and seek a refund for taxes withheld.

Some courts have recognized non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing community property. A declaration of common welfare, such as the registration of a domestic partnership, may therefore have legal implications.

Questions regarding this policy should be directed to the Insurance Specialist.

### **14-3 SUGGESTIONS**

Employees who have suggestions for the improvement of County services, reduction of costs, improvement of safety, training, or other related plans or programs are encouraged to submit new and original ideas to their Department Manager. In all cases, the Department Manager should notify the employee in writing of the disposition of the suggestions; and a copy shall be sent to the CCNH Administrator for retention in the individual's personnel file.

## **CHAPTER 15 – ADMINISTRATION**

### **15-1 ADMINISTRATION**

**15-1.1** The CCNH Administrator, the Department Managers and the CCNH Board of Directors shall be responsible for the enforcement of the Personnel Policies.

**15-2** **This policy may be revised at any time with the approval of the Champaign County Board based upon the recommendation of the Champaign County Nursing Home Board of Directors.**

## **CHAPTER 16 - INFORMATION TECHNOLOGY**

### **16-1 DEFINITIONS:**

1. **Champaign County Information Network (CCIN):** An in-house intranet that serves the employees of Champaign County. An Intranet is not a site that is accessed by the general public.

2. **Copyright:** A form of legal protection that grants certain exclusive rights to the author of a program or the owner of the copyright.
3. **Data:** the words, numbers, and graphics that describe people, events, things and ideas.
4. **Downloading:** The process of transferring a copy of a file from a remote computer to another computer's disk drive.
5. **Elected official / Office:** Includes the Champaign County Auditor, Sheriff, State's Attorney, Coroner, Recorder, Treasurer, County Clerk, and Circuit Clerk. Unless context requires otherwise, it includes the Presiding Judge (with respect to his authority over the Courts and Court Services) and any other department or office given statutory control over its own operations.
6. **Electronic Mail (E-Mail):** A typed message or image sent electronically from one user to another.
7. **E-Mail Attachment:** A file such as a document, worksheet, or graphic that travels through the e-mail system along with e-mail messages.
8. **Encryption:** To put into code or cipher or to scramble access codes to computerized information so as to prevent unauthorized access.
9. **Information Technology Resources (ITR):** Includes, but is not limited to computers, databases, software, servers, and the Champaign County Information Network (CCIN); files, folders, and documents; Internet access and web pages; and electronic mail including both Intranet and Internet.
10. **Internet:** A collection of local, regional, national, and international computer networks that are linked together to exchange data and distribute processing tasks.
11. **Intranet:** An infrastructure using Web technology that businesses use for internal communication.
12. **Network:** A group of connected computers that allow users to share information.
13. **Patent:** A grant made by a government that confers upon the creator of an invention the sole right to make, use, and sell that invention for a set period of time.
14. **Server:** A computer and software that make data available to other computers.
15. **Software License:** A legal contract that defines the ways in which you may use a computer program.
16. **Trademark:** A name, symbol, or other device identifying a product, officially registered and legally restricted to the use of the owner or manufacturer.
17. **Virus:** A program designed to attach itself to a file, reproduce, and spread from one file to another, destroying data, displaying an irritating message, or otherwise disrupting or rendering a computer system useless.
18. **Use:** Includes, but is not limited to transmitting; uploading; downloading; cutting, pasting and copying; forwarding or retransmitting; attaching to e-mail messages; attaching to chat messages; posting in a public access area; printing; saving to disk or other storage medium; and sending by FAX.

## **16-2 APPLICABILITY**

**16-2.1.** The conditions of this Article are applicable to all who use Information Technology Resources (ITR) and the Champaign County Information Network (CCIN)

**16-2.2** County IT shall perform functions including the following:

- a) Permitting Champaign County Nursing Home employee's access to the mainframe computer menus, intranet, and Internet with passwords pursuant to Department Manager approval.
- b) Programming for Champaign County's mainframe computer.
- c) Establishing criteria for hardware and software vendors.
- d) Consultation with the Champaign County Nursing Home Administrator and Department Managers.
- e) Installation and removal of software upon request by the Nursing Home Administrator.
- f) Backing up all information stored on Servers and AS/400s on a regular basis.
- g) Ensuring data storage practices comply with the Local Records Act (50 ILCS 50/205).

## **16-3 Privacy and Monitoring**

1. Champaign County respects the privacy of its employees. However, employee privacy does not extend to work related conduct or to use of ITR.

2. Employees are advised that Champaign County reserves the right to access, monitor, and disclose all Intranet and Internet e-mail, Internet usage and web sites visited, and any information stored on Champaign County computer systems at any time with or without notice to employees. Employees should recognize that Web Sites visited and the amount of time the Web Site was visited, will be logged and monitored for appropriate use.

3. Employees should recognize that electronic information might be used in disciplinary proceedings, may be referred to the Sheriff's Office or other government agencies for criminal investigation, may be subpoenaed for legal proceedings, and may be subject to Freedom of Information Act requests.

4. Employees should assume that any e-mail or Internet communication, whether business-related or personal, created, sent, received, or stored on the CCIN might be read or heard by someone other than the intended recipient, including but not limited to the Department Manager or Nursing Home Administrator.

5. Employees should recognize that e-mail messages deleted from the system might be retrieved from the computer's back-up system. Messages that were previously deleted can be recreated, printed out, or forwarded to someone else without the employee's knowledge.

6. Champaign County reserves the right to modify, delete, and disclose any information on their ITR with or without employees consent.

## **16-4 Discipline**

1. Violations of the ITR Policy and Procedures may result in disciplinary action, up to, and including, dismissal from employment and, if applicable, possible criminal or civil penalties or other legal action.

#### **16-5 Disclaimers of Liability**

The Internet and Internet e-mail provide access to significant amounts of information, some of which contains offensive, sexually explicit materials or materials that are otherwise inappropriate or offensive. It is difficult to avoid contact with this material. Therefore, employees who access the Internet and Internet e-mail do so at their own risk. Champaign County will not be responsible for material viewed, downloaded, or received in e-mails by employees accessing the Internet.

Nothing in this policy is intended or should be construed as an agreement and or contract, express or implied.

#### **16-6 Computer Access**

1. Department Managers will authorize which employees have access to the Champaign County computers, mainframe computer menus, CCIN, e-mail, and Internet access.
2. Department Managers will determine the level of access to the CCIN, e-mail, internet, intranet, and mainframe menus to which employees will have access.
3. Department Managers will determine which employees have Telnet access to Champaign County Computer systems.

#### **16-7 Passwords**

1. Department Managers will forward new employee requests for passwords for mainframe computer menus, CCIN, Internet access, and level of access permissions to Administrative Services.
2. Screensavers shall not be password protected, unless the Department Manager has been given the password.
3. Employees may be required to give their password to a County IT Representative or Department Manager. Otherwise, employees should never share or reveal their password for access to CCIN, mainframe computer menus, e-mail, or Internet. Employees are advised that they are solely responsible for actions conducted under their password or with their user name. Do not let unauthorized individuals have access to or use Champaign County's e-mail, or access to the Internet through Champaign County's ITR.
4. Employees will sign off or log off the CCIN, the Internet, and county mainframe menu when not using them. Employees should sign off or log off when not in the physical presence of the computer to which they have access. Employees should recognize that signing off Champaign County mainframe menus does not sign them off of the e-mail network or Internet Access.
5. Assignment or use of passwords for access does not create any right or expectation of privacy.

### **16-8 Software**

1. Computer software applications used on Champaign County computers that are connected to the CCIN must be properly licensed in accordance with the vendor's specific requirements.
2. County IT shall provide computer virus protection software on all ITR equipment on the CCIN. Nothing shall be done to disable this software.

### **16-9 Prohibited usage**

1. Never intentionally use a Champaign County computer in any way that violates:
  - a. State, federal, or international law. This includes, but is not limited to:
    - i. laws governing copyrights, patents, trademarks, service marks, confidential and proprietary information or trade secrets;
    - ii. the Electronic Communications Privacy Act (18 U.S.C.A. §2701, et seq.);
    - iii. the Local Records Act, (50 ILCS 205/1, et seq.);
    - iv. the Vital Records Act (410 ILCS 535/1, et seq.);
    - v. the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.);
    - vi. the Human Rights Act (775 ILCS 5/1-101, et seq.);
    - vii. Title VII of the Civil Rights Act of 1964 (42 U.S.C.A. §2000e, et seq.);
    - viii. Any regulations promulgated pursuant to the above statutes.
  - b. Any vendor agreement, software license agreements, or Internet Service Provider conditions.
2. Never initiate any activity that is damaging in any way to the computer mainframe, the CCIN, the e-mail, internet and intranet systems, or the World Wide Web. Never intentionally damage, destruct, deface or compromise any equipment or software belonging to Champaign County. Never intentionally damage, destruct, deface or compromise any data in CCIN without proper authorization.

### **16-10 Exceptions to Prohibited Usage**

Notwithstanding any other part of this policy, any otherwise prohibited use of a computer, the ITR, or CCIN (including e-mail, internet and intranet usage) is allowed to the extent reasonably necessary to:

1. Perform any lawful task which, in the opinion of the relevant Department Head or Elected Official, is reasonably necessary to the functions of the Office or Department.
2. Comply with and enforce this and other policies of Champaign County, and all applicable state and federal laws;
3. Comply with or create a judicial subpoena, court file, official record, court order, or FOIA request; or
4. Preserve or assert any claim of privilege.

### **16-11. Virus Reporting**

If an employee suspects a virus has been introduced to a computer they should notify the Nursing Home Administrator immediately. County IT may install software to scan incoming e-mails for viruses. If this is done, all e-mails shall be so scanned before they are opened.

#### **16-11.1. Internet Mailing Lists, Usenet Groups, News List Subscriptions**

County IT reserves the right to unsubscribe employees from subscription lists if the amount of mail becomes too burdensome for the server. This action will not be taken without prior notice to the users, and prior notice and approval of affected Department Managers.

#### **16-12. Web Site Development and Authorization**

1. All Departmental or Official Web Sites and links thereto must be approved by the Department Manager.
2. Links to Champaign County's World Wide Web Site must be approved by County IT.
3. Links from Champaign County's World Wide Web Site must contain a link back to Champaign County's World Wide Web Site.

#### **16-13. Ownership**

All computers connected to the CCIN, servers, encryption keys, files, equipment, software, information, and passwords for networks, e-mail, Internet, and mainframe menus whether personal or private, belong to Champaign County. All information created by Champaign County ITR belongs to and is controlled by Champaign County.

#### **16-14. Response to Policy Violations**

1. Employees observing violations of this policy should report the violations to the Department Manager or Nursing Home Administrator.
2. Alleged violations of ITR policy will be investigated.
3. Employees shall cooperate with any investigations concerning violations of this policy.

#### **16-15 Software**

1. Computer software applications used on Champaign County computers that are connected to the CCIN must be authorized by County IT.
2. Only County IT will install software on Champaign County computers connected to the CCIN. Software vendors should communicate with County IT.
3. Installation of encryption or authentication (digital signature) software, other than that contained within standard software applications is prohibited on computers. Department Managers who have need for encryption software will work with County IT to set up encryption keys upon receiving approval from the Nursing Home Administrator.

#### **16-16 Release of Information**

1. Unless specifically authorized by Nursing Home Administrator, internet or e-mail Freedom of Information Act requests will not be accepted. If an e-mail or internet FOIA request is received, it will be forwarded to the Nursing Home Administrator.
2. Unless specifically authorized by Nursing Home Administrator, confidential information as defined by the Illinois Freedom of Information Act shall not be released or divulged.

### **16-17 Department Manager Responsibility**

Department Managers are to ensure employees of their Departments read, understand, and sign a consent form holding them responsible for abiding by the policies and procedures outlined in this document.

### **16-18 Prohibited Computer Usage**

1. Never use an e-mail account at work (or elsewhere for County business) other than the one assigned by County IT. Never attempt to gain access to any files, folders, e-mail accounts, or documents without proper authorization. Employees may not intentionally intercept, eavesdrop, record, or alter another person's e-mail. Nor may employees use the internet to intentionally intercept, eavesdrop, record, or alter another person's information. Never attempt to use the Internet to gain unauthorized access to remote computers or other systems.
2. Employees will not use or attempt to use alternate methods of connecting to the Internet other than what is provided by County IT.
3. Never use your computer in violation of any Champaign County Ordinance or Policy. This may include, but is not limited to, the Champaign County Harassment Policy or the Champaign County Political Activity Policy.
4. Occasional and reasonable personal use of ITR is permitted. However, Champaign County ITR will not be used for non-work related activities excessively, or in a manner which disrupts or interferes with work performance or the operations of any Office or Department.
  - a. If such use results in any costs to Champaign County, the employee responsible shall reimburse Champaign County. However, acceptance of such reimbursement does not constitute a waiver of any other disciplinary action.
  - b. Champaign County's Web Site and Internet Access is for official or department use only. Employees may not create, maintain or post an unauthorized web site or similar web site using Champaign County's ITR. All information disseminated and received through Champaign County's Web Site must be related to the official duties and responsibilities of the Nursing Home.
  - c. Any and all personal use must be consistent with professional conduct and the terms of this policy, and not for personal gain.
5. Computers may not be used to receive, transmit, create, or do any of the following intentionally:
  - a. obscenity, sexually explicit messages, pornography, or child pornography;
  - b. threats, fighting words, or intimidation;
  - c. libel, defamation, and slander;
  - d. harassment of any kind, including harassment on the basis of race, sex, religion, ethnic origin, or other protected status;
  - e. humor or jokes that are intended to offend, harass, or intimidate, or are likely to offend, harass or intimidate a reasonable person;
  - f. software piracy;
  - g. chain letters; unsolicited e-mail and "spamming"; anonymous e-mails or e-mails with altered or incorrect return addresses;

- h. multilevel marketing opportunities, pyramid schemes, franchises, business opportunity ventures, investments;
  - i. violate the privacy of any individual;
6. Computers may not intentionally be used for the unauthorized copying or transmission of:
    - a. text;
    - b. other communications;
    - c. computer software;
    - d. photographs;
    - e. video images;
    - f. graphics;
    - g. music; or
    - h. sound recordings.
  7. Never download, delete, or install any software or program onto a computer connected to CCIN; and never disable any firewall or virus protection.
  8. Any communications, including e-mails, made in or from the CCIN may be attributable to Champaign County and the Nursing Home. All such communications must be professional and comply with this policy.
  9. All County employees and representatives are prohibited from accessing any streaming media programs, feeds, material and content unless the subject matter being streamed is directly required for fulfilling job responsibilities. No streaming media sites are to be accessed nor are any streaming media programs or applications to be downloaded, installed and/or operated by end users for entertainment purposes using organization-provided computers, servers, systems and/or networks.

Websites that provide streaming media services that are prohibited (unless used for expressly permitted activities) include, but are not limited to:

- Google Video
- iFilm
- YouTube
- Fancast
- Hulu
- Sirius/XM
- Dizzler
- Sports sites such as ESPN360.com and MLB-TV
- Any radio or television station that offer audio or video streaming

Streaming media programs and devices prohibited from operation within the organization or on any organization equipment or network (unless used for expressly permitted activities) include, but are not limited to:

- Apple Computer, Inc.'s QuickTime
- DivXNetworks, Inc.'s DivX Player
- Listen.com, Inc.'s Rhapsody
- Microsoft Corp.'s Windows Media Player
- Nullsoft, Inc.'s SHOUTcast and Winamp
- Orb Networks, Inc.'s Orb Audio or Orb TV
- RealNetworks, Inc.'s RealOne Player
- Sling Media's Slingbox
- Yahoo, Inc.'s LAUNCHcastBearShare

The organization's computer systems and network are to be used only for fulfilling business activities. Legitimate streaming media use, such as might be required for conducting research, investigation or training, constitutes acceptable use.

#### **16-19 Attachments to E-Mails**

Unless and until County IT installs software to scan all e-mails for viruses, Employees who receive e-mails from unknown sources on the Internet that have attachments will delete those messages from their in-box folder without opening them, and then delete those messages from the deleted items folder.

#### **16-20 Purchases, Conditions, and Fines**

An Employee is responsible for understanding and complying with conditions specified in any public domain or shareware software that is downloaded, and for arranging approval and payment through normal procedures for any fines or fees associated with such use.

Employees may only make credit card purchases on the Internet from Champaign County ITR when authorized to do so by the relevant Department Manager. Employees will verify the web site is a secure site before making such a purchase.

#### **16-21 Social Media (see also Chapter 18 on Social Networking and Other Web-Based Communications)**

16-22.1 Unless specifically authorized by the Nursing Home Administrator, employees are not to access social media sites using a Champaign County computer or its network. Examples of social media sites include, but are not limited to, Facebook, Twitter, and MySpace.

16-22.2 Employees are expected to protect the privacy of Champaign County Nursing Home, its employees and residents, and are strictly prohibited from disclosing non-public confidential information to which employees may have access. Employees are also expected to avoid making defamatory statements or threats regarding vendors, clients, and or personnel of Champaign County.

## **Chapter 17 - Confidentiality and HIPAA**

**Purpose:** To ensure that personal health information is protected so that individuals are not afraid to seek health care or to disclose sensitive health information to health professionals. Additionally, to ensure that health information is protected during its collection, use, disclosure, storage and destruction at CCNH, in accordance with the provisions of state and federal law.

**Transmission of information** about a resident may include information in many forms: verbal, electronic media, or paper records.

**Protected health information (PHI)** about a resident may include: name, geographic location, dates (birth date, date of death, admission/discharge dates, telephone number, fax number, email addresses, social security numbers, medical records numbers (Illinois Medicaid numbers, Medicare numbers, our chart I.D. numbers) other account numbers, license plate numbers, device

identification, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers (finger & voice prints), photographs, or other identifiers.

Personal Health Information applies to all current information, as well as past and future information. Genetic information about a person or one's family is also included. Personal information about finances, home conditions, or other domestic difficulties are also considered confidential information.

Confidentiality of resident information is mandated for all employees of DeKalb County Government, volunteers, students, researchers, medical staff, teachers, educators, all contracted individuals, and members of the Operating Board.

#### **17-1 – Confidentiality Policy**

1. All CCNH employees and persons associated with CCNH are responsible for protecting the security of all personal health information (oral or recorded in any form) this is obtained, handled, learned or viewed in the course of his or her work or association with CCNH.
2. Personal Health Information shall be protected during its collection, use, storage and destruction within CCNH.
3. Use or disclosure of PHI is acceptable ONLY in the discharge of one's responsibilities and duties and based on the **need to know**. Discussion regarding personal health information shall **not** take place in the presence of persons not entitled to such information or in public places (lobby, hallways, break rooms).
4. The execution of a Confidentiality Agreement (attached) is required as a condition of employment, contract, association or appointment with CCNH. All CCNH employees and persons associated with CCNH shall sign the Confidentiality Agreement at the commencement of their relationship with CCNH. The Confidentiality Agreement shall also be signed each time there is a substantial change in an individuals' position, as determined by their department head. Discretion is also available to require a resigning of the Confidentiality Agreement for one or more individuals for reasons and at intervals for reasons as deemed appropriate by the department supervisor.
5. Unauthorized use or disclosure of confidential information shall result in a disciplinary response up to and including termination of employment/contract/association/appointment. A person convicted of an offense under Federal or State law may be required to pay a fine up to \$250,000.00. A confirmed breach of confidentiality may be reported to the individual's professional regulatory body.

#### **17-2 – Confidentiality Agreement Procedure**

1. All employees of CCNH as a condition of employment, shall sign a Confidentiality Agreement. This Agreement will be explained and signed on the first day of orientation. The signed Agreement will be placed in the employee's personnel folder.
2. If the employee starts employment prior to going through orientation, the department head will be responsible for explaining confidentiality, and having the employee sign the Agreement. The signed Agreement will then be placed in the employee's personnel folder.
3. All students registered in an educational program, as a condition of utilizing the CCNH resources to learn, will sign a CCNH Volunteer Confidentiality Agreement. This Agreement will be signed at the student's orientation to CCNH. All instructors/educators, as a condition of utilizing CCNH facilities and resources to teach, shall sign a Volunteer Confidentiality Agreement. The administration of this agreement shall be done at the time of orientation to the facility, by the education director.
4. All volunteers shall sign a Confidentiality Agreement. The administration of the pledge will be handled through the Activities Department/Volunteer Coordinator.
6. All researchers who are not members of the CCNH staff must sign a Confidentiality Agreement. The Agreement shall be administered by the Director of Education prior to

- the beginning of research.
7. All contractors engaged in providing a service for CCNH, where the service provided would expose them to confidential information, shall sign a Confidentiality Agreement, unless the contractor has already signed a business associate agreement. The Confidentiality Agreement would be secured by the department securing the contractor.
  8. All persons contracted under a Purchase Service Agreement, as a condition of acceptance of the contract, shall sign a Purchase Service Agreement that provides for protection of confidential information including PHI. The administration of this Agreement shall be handled by the department responsible for the agreement, and the original signed agreement shall be kept in the office of the Privacy Officer.
  9. All Board of Directors members shall sign a Confidentiality Agreement. The administration of this pledge shall be handled by the Privacy Officer.
  10. All employees of other agencies who regularly associate with CCNH shall sign a Confidentiality Agreement. The administration of this Agreement shall be handled by the Nursing Department.
  11. All information managers shall sign an agreement that provides for the protection of PHI. The administration of this Agreement will be handled by the business office manager.

### **17-3 Procedure for an Alleged Breach**

1. An allegation of a breach of confidentiality of personal health information may be made to any staff member of CCNH. Any individual receiving an allegation of a breach of confidentiality or having knowledge or a reasonable belief that a breach of confidentiality of personal health information (PHI) may have occurred shall immediately notify his or her supervisor or where this is not possible, shall notify the CCNH Privacy Officer, or designate. The person so notified shall in turn, notify the supervisor of the alleged violator of this policy.
2. The Supervisor, in consultation with the Privacy Officer, or designate, shall decide whether to proceed with an investigation. It may be decided that a complaint does not require investigation if, after consultation, the consultees are of the opinion that:
  - a. the length of time that has elapsed since the date that the subject matter of the complaint arose makes an investigation no longer practicable or desirable
  - b. the subject matter of the complaint is trivial or the complaint is not made in good faith or is frivolous; or
  - c. the circumstances of the complaint do not require investigation.
3. If the decision is made to proceed with an investigation, it shall be the responsibility of the supervisor, in consultation with a Privacy Officer, or designate, to investigate the allegation, consult with the appropriate resources, document findings and make a determination as to whether there has been a breach of confidentiality of personal health information.
4. If it is determined that a breach of confidentiality of personal health information has occurred, disciplinary action shall be taken. Such action may include termination of employment/contract/association/appointment with the CCNH or the Facility where the breach occurred. The supervisor shall consult with the CCNH Privacy Officer to establish the appropriate level of disciplinary action to be applied.
5. The CCNH Privacy Officer shall be informed in writing of all allegations that have been made and their outcome and shall maintain a database of this information.

## Chapter 18 - Social Networking & Other Web-Based Communications Policy

The purpose of this policy is to provide Champaign County Nursing Home employees with requirements for participation in social media including but not limited to, postings in online forums, blogs, wikis or video logs (vlogs). Examples include Facebook, LinkedIn, MySpace, YouTube, Twitter, blogs, media sites or similar types of online forums. Communications produced by Champaign County Nursing Home employees, vendors, physicians, volunteers or associates on behalf of Champaign County Nursing Home must be consistent with Champaign County Nursing Homes' personnel policies and applicable laws, including laws concerning protected health information, privacy, confidentiality, copyright and trademarks.

### General Provisions

Unless specifically authorized by the company to do so as part of employee's position, employees are not use any form of social media or technology on the Internet during working hours or at any time on company computers, other company-supplied devices or with personnel communication devices (cell phones, smartphones, etc.).

Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of the company. Employees may not publicly discuss residents, family members, employees, vendors, volunteers or any work-related matters, whether confidential or not, outside company-authorized communications. Employees are expected to protect the privacy of the company and its employees and residents and are prohibited from disclosing personal employee and non-employee information and any other proprietary and nonpublic information to which employees have access.

### Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including Champaign County Nursing Home.

Champaign County Nursing Home reserves the right to monitor comments or discussions about Champaign County Nursing Home, its employees and residents, posted by anyone, including employees and non-employees, on the Internet.

Employees are cautioned that they should have no expectation of privacy while using company equipment or facilities for any purpose. Champaign County Nursing Home reserves the right to use content management tools to monitor, review or block content on company blogs that violate Champaign County Nursing Home blogging rules and guidelines.

### Reporting Violations

Champaign County Nursing Home requests and strongly urges employees to report any violations or possible or perceived violations to supervisors or managers. Violations include discussions of Champaign County Nursing Home and its employees and residents, any discussion of proprietary information and any unlawful activity related to social media.

### Discipline for Violations

Champaign County Nursing Home investigates and responds to all reports of violations of the social media rules and guidelines and other related policies. Violation of Champaign County Nursing Home's social media policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any social media post. Champaign County Nursing Home reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

## **Chapter 19 Compliance**

### **Purpose**

The purpose of this policy is to set forth standards regarding compliance-related violations committed in the course of employment or engagement by Champaign County Nursing Home for which discipline may be imposed.

### **Adherence to the Compliance Program**

All employees receive education and training about Champaign County Nursing Home's compliance plan. The following items are covered in the training sessions and are reinforced in continuing education sessions:

- a. Champaign County Nursing Home's Compliance Program,
- b. Champaign County Nursing Home's Code of Conduct,
- c. Champaign County Nursing Home's compliance-related policies and/or procedures,
- d. state or federal statute or regulation.

All employees are expected to adhere to the requirements of all compliance program elements. Compliance is complicated! There may be situations when employees have questions about what the standards mean or about a specific procedure that Champaign County Nursing Home requires. In those cases, employees are expected to seek guidance from their immediate supervisor or from the Compliance Officer. If any employee feels uncomfortable speaking to her supervisor or to the Compliance Officer, she should use the compliance hotline to express her concerns. The organization is committed to a policy of "No Retaliation" for using the hotline or for coming forward with a question.

Failure to adhere to items a, b, c, and d, above may result in disciplinary action.

Also, failure to report may also lead to disciplinary action. This situation is just like Resident Abuse. For example, you see a co-worker doing something that you know violates the compliance program. You have an obligation to report that situation to the Compliance Officer, either directly or via the hotline. You are not betraying your co-worker. Rather, you are helping Champaign County Nursing Home improve its procedures. The co-worker may have done something wrong; or, the co-worker may need more training; or, Champaign County Nursing Home's procedure may be wrong and need fixing.

What follows is a list of actions or conduct that are prohibited. These are examples and you should be guided by your own judgment. If you see something that does not look right to you, check with your supervisor or the Compliance Officer – or use the compliance hotline.

#### **Failure to follow:**

- a. Champaign County Nursing Home's Compliance Program,
- b. Champaign County Nursing Home's Code of Conduct,
- c. Champaign County Nursing Home's compliance-related policies or procedures,
- d. state or federal statute or regulation.

#### **Failure to report:**

- a. violation of any duties under Champaign County Nursing Home's compliance program standards or policies.
- b. employment-related conduct that is a crime.

**Falsifying** any document or medical record or any record required to obtain reimbursement for services provided by Champaign County Nursing Home, or its employees or agents.

**Failure to detect** conduct by an employee or agent of Champaign County Nursing Home which you should know from your compliance training:

a. \_\_\_\_\_ is criminal, or

b. \_\_\_\_\_ is a violation of Champaign County Nursing Home's compliance standards and policies.

**Disregard** or encouragement (by a director, manager or other supervisor) of conduct by an employee or agent of employer which a reasonable person should know is:

a. \_\_\_\_\_ criminal;

b. \_\_\_\_\_ a violation of Champaign County Nursing Home 's compliance standards and/or policies; or

c. \_\_\_\_\_ a violation of laws or regulations.

**Failure** of a manager, director, or other supervisor to properly supervise employees where that failure results in a violation of law, regulations, or Champaign County Nursing Home's compliance standards or policies.

**Impeding or obstructing** an investigation regarding a suspected violation of law or of Champaign County Nursing Home's compliance standards or policies.

**Providing incorrect information** to Champaign County Nursing Home or to a government agency, resident, third party payer, vendor or similar person or entity.

**Destruction of records** or of any evidence relevant to an investigation of a suspected violation of law or of Champaign County Nursing Home's compliance standards or policies.

**Failure to comply** with Champaign County Nursing Home's record retention policies.

**Retaliation against any employee or agent** who has made a bona fide report to Champaign County Nursing Home or to any regulatory or government agency with respect to violations of applicable laws, regulations or compliance standards or policies.

**Engaging in any other conduct or wrongdoing** which has the potential to impair Champaign County Nursing Home's status as a reliable, honest and trustworthy health care provider.

#### **Policy: Compliance with Applicable Federal and State False Claims Laws**

**Policy:** Champaign County Nursing Home is committed to complying with the requirements of Section 6032 of the Deficit Reduction Act of 2005, entitled "Employee Education About False Claims Recovery" (42 U.S.C. Section 1396a(a)(68)) and to preventing and detecting fraud, waste and abuse in Federal health care programs.

The purpose of this policy is to provide all Champaign County Nursing Home employees (including officers and other management), and all of Champaign County Nursing Home's contractors and agents, information about the role of the Federal and State false claims acts in detecting and preventing fraud and abuse in Federal Health Care programs. In addition to this Policy, Champaign County Nursing Home's Compliance Program includes procedures designed to detect and prevent false claims and other forms of fraud, waste and abuse. Those policies and procedures include the following, which are incorporated as if fully set forth herein:

Quality of care  
Resident rights

[Billing](#)  
[Cost reporting](#)  
[Employee screening](#)  
[Kickbacks, self-referrals and inducements](#)  
[Records](#)  
[Safety](#)  
[HIPAA Privacy, Security, Notification](#)  
[Staffing](#)  
[Anti-supplementation](#)  
[Medicare Part D](#)  
[Transfer and Discharge](#)  
[Eligibility](#)  
[Adherence](#)  
[Compliance Program](#)  
[Compliance Code of Conduct](#)  
[Conflicts of Interest](#)  
[Auditing and Monitoring Handbook](#)  
[Physician Certification](#)

[CMS defines "fraud" as the intentional deception or misrepresentation that an individual knows to be false \(or does not believe to be true\) and makes, knowing that the deception could result in an unauthorized benefit to himself or another person. CMS defines "abuse" as incidents or practices of providers that are inconsistent with sound medical practice and may result in unnecessary costs, improper payment, or the payment for services that either fail to meet professionally recognized standards of care or are medically unnecessary. The Federal Government and the State of Illinois have enacted laws to combat fraud and abuse. These laws, and their penalties, are described below.](#)

#### **[Federal False Claims Laws:](#)**

[The Federal False Claims Act \(31 U.S.C. Sections 3729 - 3733\) as modified by the Fraud Enforcement and Recovery Act of 2009:](#)

[Prohibited Conduct. The Federal False Claims Act serves to combat fraud perpetrated against the Federal Government, including Medicare and Medicaid fraud. Actions that violate the False Claims Act include knowingly:](#)

- [1\) Presenting or causing to be presented a false or fraudulent claim for payment or approval;](#)
- [2\) Making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim;](#)
- [3\) conspiring to get a false claim allowed or paid; or](#)
- [4\) Making, using, or causing to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or concealing or improperly avoiding or decreasing an obligation to pay or transmit money or property to the Government.](#)

[In addition, under the Affordable Care Act, the Federal False Claims Act is implicated by the knowing failure to report and return an overpayment within 60 days of identifying the overpayment or by the date a corresponding cost report is due, whichever is later.](#)

[While the Federal False Claims Act imposes liability only when the claimant acts "knowingly," it does not require the person submitting the claim to have actual knowledge that the claim is false. A person who acts in reckless disregard or deliberate ignorance of the truth or falsity of the information can also be found liable under the Federal False Claims Act.](#)

[Examples of false claims. The Federal False Claims Act imposes liability on any person who submits a claim that he or she knows \(or should know\) is false. Examples of false claims include:](#)

- Billing for goods and services that were never delivered or rendered, or for medical procedures or tests not performed
- Performing inappropriate or unnecessary medical procedures in order to increase reimbursement
- Automatically running a lab test whenever the results of some other test fall within a certain range, even though the second test was not requested
- Unbundling (using multiple billing codes instead of one billing code for a drug panel test in order to increase reimbursement)
- Bundling (billing more for a panel of tests when a single test was requested)
- Double billing (charging more than once for the same good or service)
- Upcoding (inflating bills by using diagnosis billing codes that suggest a more expensive illness or treatment)
- Billing for brand named drugs when generic drugs were actually provided
- Charging for employees who were not actually on the job, or billing for made-up hours in order to maximize reimbursement
- Billing at doctor rates for work that was conducted by a nurse or resident intern
- Failing to report an overpayment made by the government
- Submitting claims for services or items that violate the Anti-Kickback Statute
- Forging physician signatures when such signatures are required for reimbursement
- Billing for medical care that is considered so inadequate that it is worthless

Penalties. The Federal False Claims Act imposes a civil penalty of no less than \$5,500 and no more than \$11,000 per claim, plus three times the amount of damages the Government sustains because of the false claim, plus the cost of the civil action brought to recover any such penalty or damages.

Qui tam actions under the Federal False Claims Act. The Federal False Claims Act allows private parties to bring actions on behalf of the United States to sue entities that engaged in fraud. These private parties, known as "qui tam relators," may share in a percentage of the proceeds from a Federal False Claims Act action or settlement. With some exceptions, when the Government intervenes in the lawsuit, the qui tam relator shall receive at least 15% but no more than 25% of the proceeds of the action depending on the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, the relator shall receive an amount that the court decides is reasonable, which shall not be less than 25% or more than 30% of the proceeds.

The Program Fraud Civil Remedies Act (Chapter 38 of Title 31 U.S.C.)

The Program Fraud Civil Remedies Act imposes administrative remedies for false claims and statements. This Act imposes liability on any person who makes or causes to be made a claim the person knows or has reason to know: 1) is false, fictitious, or fraudulent; 2) includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent; 3) includes or is supported by any written statement that omits a material fact; is false, fictitious or fraudulent as a result of such omission; and the person making the statement has a duty to include such material fact; or 4) is for payment for the provision of property or services the person has not provided or claimed.

Liability is also imposed under this Act when a person makes or causes to be made a written statement that they know or should know: 1) asserts a material fact which is false, fictitious, or fraudulent; or 2) omits a material fact they had a duty to include; is false, fictitious or fraudulent as a result of the omission; and the statement contained a certificate of authority.

Violations of the Program Fraud Civil Remedies Act are subject to civil penalties of at least \$5,000 per each false claim plus twice the amount of the fraudulent claim.

Additional Federal Penalties

Certain violations of the Federal False Claims Act and the Program Fraud Civil Remedies Act may subject an individual to additional criminal penalties for conspiracy under 18 U.S.C. Section 371. This statute makes it a criminal offense for two or more persons to conspire to commit an offense against the United States or to defraud the United States or a United States agency.

#### **Illinois False Claim Laws:**

*Prohibited conduct under the Illinois False Claims Act.* The Illinois False Claims Act (740 ILCS 175/1 – 175/8) is similar to the Federal False Claims Act, in that it prohibits and punishes the same conduct regarding submission of false claims. The Illinois False Claims Act also imposes a civil penalty of no less than \$5,500 and no more than \$11,000, plus three times the amount of damages the State sustains because of the false claim, plus the State's costs of the civil action brought to recover any such penalty or damages.

*Qui tam actions under the Illinois False Claims Act.* Under the Illinois False Claims Act, private parties may bring actions for false claims violations on behalf of the State of Illinois. Just like under the Federal False Claims Act, with some exceptions, a qui tam relator will receive between 15% and 25% of the proceeds if the State intervenes in the lawsuit, and between 25% and 30% of the proceeds if the State does not intervene.

*Penalties under other Illinois laws.* In addition, the Illinois Public Assistance Fraud Act (305 ILCS 5/8A-1 et seq.) makes it a Class A misdemeanor to make false statements relating to health care delivery, and requires the repayment of any excess payments, plus interest and other penalties. The Illinois Insurance Claims Fraud Prevention Act (740 ILCS 92/1 et seq.) prohibits offering remuneration to induce a person to obtain services or benefits under a contract of insurance. A private individual may bring an action to enforce this provision; and, if successful, will receive up to 50% of the amount recovered from the perpetrator. Finally, the Illinois Criminal Code (720 ILCS 5/46-1 et seq.) makes insurance fraud a criminal act, making parties that commit insurance fraud liable for up to three times the amount of the fraudulent claim.

#### **Qui tam Protections**

Both the Federal and Illinois False Claims Acts contain protections for qui tam relators. Under both laws, if a relator is discharged, demoted, suspended, threatened, harassed, or in any other way discriminated against in the terms and conditions of employment for his or her participation in a False Claims Act action, the relator will be entitled to all relief necessary to make him or her whole, including: reinstatement with the same seniority status the relator would have had but for the discrimination; double the amount of back pay plus interest; and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees. In addition, under the Illinois Whistleblower Act, an employee who experiences retaliation after disclosing information in a court or other proceeding or to a government or law enforcement agency is entitled to reinstatement, back pay with interest, and damages such as litigation costs, expert witness fees, and reasonable attorneys' fees.

#### **Champaign County Nursing Home's False Claims Procedures:**

Reporting false claims. Any employee, contractor or agent who reasonably suspects or has knowledge of the preparation or submission of a false claim or of any other fraud, waste or abuse related to a Federal or State health care program must immediately report this information to Champaign County Nursing Home's Compliance Officer and/or to his or her supervisor.

An employee is not required to report a possible false claim to Champaign County Nursing Home first. A report may be made directly to others, including the Office of the Inspector General of the Department of Health and Human Services, the Medicare intermediary or carrier that has jurisdiction over the suspected fraudulent provider or supplier, the Department of Justice, the Illinois Attorney General or the Illinois Department of State Police. However, Champaign County

Nursing Home believes that, in many cases, its internal reporting process allows Champaign County Nursing Home to resolve a potential issue as soon as possible. Champaign County Nursing Home encourages employees to consider first reporting suspected false claims to Champaign County Nursing Home Compliance Officer, employee's supervisor or to the Administrator; however the choice is up to the employee.

Failure to report knowledge of suspected fraud, waste or abuse may result in disciplinary action up to and including termination. Reports may be made anonymously. All reports will be kept confidential to the fullest extent reasonably possible, and Champaign County Nursing Home will make every effort to keep the reporter's identity confidential from both fellow employees and outside parties. However, Champaign County Nursing Home retains the right to take appropriate action against an individual who has participated in a violation of the law or Champaign County Nursing Home policy or maliciously makes a false report. Employees who ask a compliance question or report potential compliance issues will not be subject to retaliation or harassment as a result of the report. Concerns about potential retaliation or harassment should be reported to the Compliance Officer or the Administrator. Champaign County Nursing Home welcomes reports of false claims or other fraud, waste or abuse, and views these reports as essential to improving Champaign County Nursing Home's operations. Harassment and retaliation in response to reporting will therefore not be tolerated.

Investigations. All reports of suspected fraud, waste, or abuse will be promptly investigated by Champaign County Nursing Home. All pertinent employees, contractors, and/or agents are required to assist in such investigations. Failure to assist in an investigation may result in disciplinary action up to and including termination.

Distribution of this Policy: This Policy for Compliance with Applicable Federal and State False Claims Laws will be provided to all existing Champaign County Nursing Home employees and Directors (including officers and other management) as of [insert the date that this policy is implemented and distributed ]; will be given to all employees hired after implementation; and will be distributed to all Champaign County Nursing Home contractors and agents for their adoption. "Contractors and agents" means Champaign County Nursing Home's contractors, subcontractors and agents who furnish or authorize furnishing of Medicaid items or services; perform billing or coding functions; or are involved in the monitoring of health care provided by Champaign County Nursing Home. "Contractors and agents" do not include individuals, businesses or organizations that perform functions not associated with the provision of Medicaid items or services, such as copying or shredding services, grounds maintenance, or cafeteria or gift shop services. All employees, contractors and agents will sign an Acknowledgment documenting their receipt of this Policy.

Employee Handbooks. All Champaign County Nursing Home employee handbooks shall include the following:

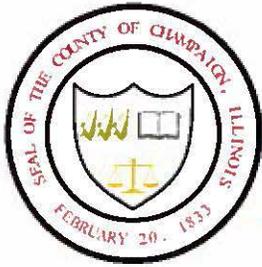
- A specific discussion of the Federal False Claims Act, the Federal Program Fraud Civil Remedies Act, and the Illinois False Claims Act;
- The rights of employees to be protected as reporters and qui tam relators; and
- Champaign County Nursing Home's policies and procedures for detecting and preventing fraud, waste, and abuse in Federal health care programs.

#### **Acknowledgment**

Employees are required to sign written acknowledgement that employees received, read, understood and agreed to comply with Champaign County Nursing Home's social media policy and guidelines and any other related policy, including electronic policies, on and off duty conduct, discrimination and harassment, ethical conduct, non-competition and whistleblowing.

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## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

**ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE  
MANAGEMENT SERVICES**

**Deb Busey, County Administrator**

### MEMORANDUM

**TO: James Quisenberry, Deputy Chair of Policy, Personnel & Appointments;  
Christopher Alix, Deputy Chair of Finance;  
And MEMBERS of the CHAMPAIGN COUNTY BOARD**

**FROM: Deb Busey, Interim County Administrator, and Job Content Evaluation Committee**

**DATE: April 13, 2016**

**RE: REVIEW and RECOMMENDATION for ANIMAL CONTROL WARDEN – SENIOR POSITION**

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on April 12, 2016, the Job Content Evaluation Committee has met to review the Animal Control Director's request to review and classify a Senior Animal Control Warden position.

***REPORT:***

The Job Content Evaluation Committee reviewed the submitted position analysis questionnaire that had been completed and approved by Animal Control Director Stephanie Joos. The Committee was also provided with the proposed revised job description for the position. Ms. Joos met with the Committee and explained the basis for the request to upgrade one Animal Control Warden position to include supervisory and management decision making be added to the responsibilities. The Animal Control Department is a small operation with only 9 employees, but must operate 7 days a week because of the functions of the Department. Prior to this request, Ms. Joos was effectively called upon 7 days a week to respond to decisions regarding cases as they occur, communication with the public in difficult situations, and to provide oversight to the daily operation of the Department, particularly the Animal Impound facility functions. Based upon the request, those responsibilities will be added to one Animal Control Warden on the days and times that Ms. Joos is not available. The proposed Senior Animal Control Warden will be required to work a regular schedule which includes Saturday and Sunday to assume these responsibilities on those days on a regular basis. The upgraded position will similarly provide these management/supervisory services on all days when Ms. Joos is not available. Based upon the information received, the Job Content Evaluation Committee recommends the classification and job

description for Senior Animal Control Warden be approved with the classification upgraded from the current Animal Control Warden classification in Grade Range F to Senior Animal Control Warden classification in Grade Range G. The Committee also recommends adoption of the Senior Animal Control Warden job description as presented by the Animal Control Director (included as an attachment to this Memorandum).

This is an AFSCME General Unit bargaining position classification, thus the reclassification will be subject to negotiation with and approval by AFSCME after approval of the Champaign County Board.

**REQUESTED ACTION for POLICY, PERSONNEL & APPOINTMENTS:**

***The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of the elimination of one Animal Control Warden position classified in Grade Range F, and the creation of a Senior Animal Control Warden position assigned to Grande Range G.***

**REQUESTED ACTION for FINANCE:**

***The Finance Committee recommends to the County Board approval of the elimination of one Animal Control Warden position classified in Grade Range F, and the creation of a Senior Animal Control Warden position assigned to Grade Range G.***

Thank you for your consideration of this recommendation

cc: Stephanie Joos

*attachments*

**CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB CONTENT EVALUATION COMMITTEE REPORT**

Date of Request:

April 12, 2016

**RE-CLASSIFICATION OF EXISTING POSITION**

Department Requesting:	Animal Control	
Position Title:	Animal Control Warden	
Current Job Points:	374	
FLSA Status:	Non-Exempt	
Bargaining Unit Status:	AFSCME General Unit	
Current Salary Range:	Grade Range F	
*Current Ranges per AFSCME CBA	Minimum:	\$14.97
	Maximum:	\$22.46

Job Evaluation Committee Recommendation:      **New Classification**

Re-Evaluated Job Points:	438	
Recommended Title:	Senior Animal Control Warden	
FLSA Status:	Non-Exempt	
Bargaining Unit Status:	AFSCME General Unit	
Recommended Salary Range:	Grade Range G	
*Ranges effective for FY2016	Minimum:	\$16.48
	Maximum:	\$24.72

Date of Job Evaluation Committee Recommendation:

April 13, 2016

## **Champaign County Job Description**

**Job Title:** Senior Animal Control Warden  
**Department:** Animal Control  
**Reports To:** Animal Control Director  
**FLSA Status:** Non-Exempt  
**Employment Status:** Bargaining Unit - AFSCME General Unit  
**Prepared Date:** March 2016

**SUMMARY** Enforces the Illinois Animal Control Act and the Champaign County Ordinance regarding animals, rabies and related diseases.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Investigates and captures animals suspected of being rabid.

Conducts quarantine checks for rabies in biting animals.

Patrols for stray dogs for impoundment purposes.

Transports animals to the shelter.

Writes up animals captured for fine purposes and identification.

Verifies claims of livestock killed by animals.

Enforces animal control ordinances.

Checks and cleans van and equipment and repairs when needed.

Issues dog tags.

Prepares general office reports and assists with clerical work.

Checks out money.

Attends court hearings.

Answers telephone calls from officials and the public.

Picks up and maintains registration certificates from veterinarians for office useage.

Trains new Animal Control Wardens.

Addresses complaints from the public concerning on duty employees.

Collects information on employee policy violations and reports directly to the Animal Control Director.

In the absence of the Animal Control Director, the Senior Animal Control Warden has the authority to approve expenditures; approve overtime; and euthanize animals.

**SUPERVISORY RESPONSIBILITIES** This position has limited supervisory responsibilities.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** High school diploma or general education degree (GED) and 1 - 3 years experience working with animals is desirable; or equivalent combination of education and experience. Requires thorough knowledge of animal behavior, animal control laws and skill in handling animals. Requires skill in driving an animal control van and in the use of various animal snaring equipment.

**LANGUAGE SKILLS** Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one situations and in demonstrating good public relation skills.

**REASONING ABILITY** Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

**CERTIFICATES, LICENSES, REGISTRATIONS** Valid Illinois Driver's License required.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and talk; or hear. The employee is occasionally required to sit; climb or balance; and stoop; kneel; crouch; or crawl. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision and peripheral vision.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is regularly exposed to outside weather conditions; and is exposed to potentially volatile situations which can present risk of violence or injury. The noise level in the work environment is usually loud.

**NOTE:** This document contains wording of a description of a general class of positions

**within the Champaign County salary administration program. The description contains examples of duties and responsibilities which may or may not be considered to be "essential functions" to a particular job or position with this job class. "Essential functions" are to be determined at the position or job level within each department.**

**JOHN FARNEY**  
COUNTY AUDITOR



1776 EAST WASHINGTON  
URBANA, ILLINOIS 61802  
TELEPHONE (217) 384-3763  
FAX (217) 384-1285

**OFFICE OF THE AUDITOR**  
CHAMPAIGN COUNTY, ILLINOIS

**TO:** Patti Petrie, County Board Chair  
Christopher Alix, Deputy Chair of the Finance Committee  
Members of the Champaign County Board

**FROM:** John Farney, County Auditor  
Barbara Ramsay, Chief Deputy County Auditor / Accounting Manager

**DATE:** April 25, 2016

**RE:** Interfund loan resolution

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in their 2014 report, the County's independent auditor, CliftonLarsonAllen, LLP, recommended that the County Board take action on certain Fund balances reported within the CAFR.

The current practice of the County Auditor's Office making interfund loans to remedy negative fund balances has been in use since Fiscal Year 2006, and satisfies the requirements of GASB Statement 34. That practice is a balance sheet transaction where a Fund with positive cash balance transferred cash to the Fund(s) with negative cash balances.

The County Auditor's Office recommends the following resolution, which authorizes continuation of the existing practice, using wording as recommended by CliftonLarsonAllen, LLP, along with the actual necessary loan amounts as determined during preparation of the County's CAFR. This resolution is substantially the same as a resolution passed in May, 2015, on the same matter.

It should be stressed that the Funds requiring interfund loans did not exceed their budgeted spending authority during the Fiscal Year. In most cases, the negative balance occurs due to timing of payments from funding sources. In other cases, such as the Tort Immunity Fund, the budget passed by the County Board has intentionally created the negative balance for budgetary purposes. These practices are both legal and common.

Additionally, the balance sheet transaction that will correct these negative balances within the CAFR will not affect the Funds making the loans in a negative fashion. The cash within these Funds will still be available for budgeted use as authorized by this Board.

Formal adoption of this policy will satisfy the recommendations of the County's independent auditor.

Sincerely,

JOHN FARNEY  
COUNTY AUDITOR

**RESOLUTION NO.**

**AUTHORIZING INTERFUND LOANS FROM FUND RESERVES TO OTHER FUNDS**

WHEREAS, The Champaign County Board has created, maintained and administered fund reserves within individual funds for operations, capital and debt service purposes; and

WHEREAS, the County Board may make interfund loans available to any Fund from other Fund(s) as available and unrestricted to cover temporary fund balance shortfalls of accounting periods should the need arise. It has been determined that at the end of the Fiscal Year, certain funds of Champaign County will on occasion require the transfer of monies into said fund(s) in order cover these temporary fund balance shortfalls.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, that the County Auditor is hereby authorized and directed to make the following interfund loans in the amount needed to cover these temporary fund balance shortfalls.

TO: Fund 076 Tort Immunity Fund	\$ 965,752.00
FROM: Fund 476 Self-Funded Insurance Fund	\$ 965,752.00
TO: Fund 110 Workforce Development Fund	\$ 105,970.00
FROM: Fund 075 Regional Planning Commission Fund	\$ 105,970.00
TO: Fund 675 Victim Advocacy Grant – ICJIA	\$ 49,986.00
FROM: Fund 621 State’s Attorney Drug Forfeitures	\$ 45,044.00
FROM: Fund 633 State’s Attorney Automation Fund	\$ 4,942.00

Further, the County Auditor is directed to make the necessary entries to effect this change. Said loans are to be repaid at the earliest possible time sufficient funds are available to effect partial to full reimbursement. In no case shall any reimbursement take longer than the current fiscal year.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20<sup>th</sup> Day of May, 2016.

\_\_\_\_\_  
Pattsi Petrie, County Board Chair

ATTEST:

\_\_\_\_\_  
Gordy Hulten, County Clerk



**SHERIFF DAN WALSH  
CHAMPAIGN COUNTY SHERIFF'S OFFICE**

---

Coordinator John Dwyer  
Champaign County EMA  
1905 E. Main Street  
Urbana, Illinois 61802  
(217) 384-3826

**To: Justice Committee**

**From: John Dwyer, Coordinator**

**Subject: Hazardous Materials Emergency Planning (HMEP) Grant**

**Date: May 4, 2016**

EMA is requesting the approval to accept when awarded our annual Hazardous Material Emergency Planning (HMEP) grant as attached. This grant is to offset the administrative costs for the County EMA program. This grant has been applied for and awarded since the 2012. This year's grant is for a three year period. The grant application was due short notice since the grant changed from a one year grant to a three year grant process.

We are applying for \$40, 323, funds will cover salary as well has continued work on a commodity flow study with Regional Planning. We will advise the committee when we know the exact grant amount.

**CHAMPAIGN COUNTY  
APPLICATION FORM FOR  
GRANT CONSIDERATION, ACCEPTANCE, RENEWAL/EXTENSION**

Department: Champaign County Sheriff's Office (Champaign Co EMA)  
Grant Funding Agency: Illinois Emergency Management Agency (IEMA)  
Amount of Grant: \$40,323 total over the course of 3 years  
Begin/End Dates for Grant Period: Oct 1, 2016-Sep 30, 2019  
Additional Staffing to be Provided by Grant: none  
Application Deadline: April 20, 2016  
Parent Committee Approval of Application: Justice  
Is this a new grant, or renewal or extension of an existing grant? renewal  
If renewal of existing grant, date grant was first obtained: 2012

Will the implementation of this grant have an effect of increased work loads for other departments? (i.e. increased caseloads, filings, etc.)  Yes  No

If yes, please summarize the anticipated impact:

Does the implementation of this grant require additional office space for your department that is not provided by the grant?  Yes  No

If yes, please summarize the anticipated space need:

Please check the following condition which applies to this grant application:

- The activity or service provided can be terminated in the event the grant revenues are discontinued.
- The activity should, or could be, assumed by County (or specific fund) <sup>recco</sup> general and recurring operating funds.

Departments are encouraged to seek additional sources or revenue to support the services prior to expiration of grant funding.

This Grant Application Form must be accompanied by a Financial Impact Statement. (See back of form)

All staff positions supported by these grant funds will exist only for the term award of grant, unless specific action is taken by the County Board to extend the position.

DATE: 5/4/2016 SIGNED: Stewitt Dan Welsh  
Department Head

\*\*\*\*\*

**Application for & Acceptance of Grant Approval:**

Approved by Finance Committee: \_\_\_\_\_  
Approved by County Board: \_\_\_\_\_  
Approved by Grant Executive Committee: \_\_\_\_\_

**COUNTY OF CHAMPAIGN**

**FINANCIAL IMPACT STATEMENT**

*(To accompany Grant Applications or Appropriate Resolutions/Ordinances)*

**Current Year Annual Expenditure Estimate:**

Number of Positions 2 Personnel \$ 126,748  
Commodities: \$ 5533  
Contractual: \$ --  
Capital: \$ 21065

**Long Term Expenditure Estimate:**

\$155,000

**Current Year Annual Revenue Estimate:**

\$63,100

**Long Term Revenue Estimate:**

\$68,000

**Approved by Finance Committee:**

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

**Approved by County Board:**

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

**Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program  
FFY 2016 GRANT PROGRAM APPLICATION**

Rev: 03/25/2016

Download  
Adobe  
Acrobat  
Reader DC

**HMEP GRANT APPLICATION USER GUIDE**

**HMEP GRANT PROGRAM GUIDANCE**

**HMEP GRANT INELIGIBLES**

DATE  
Application  
created or  
revised

04/19/2016

SUB-RECIPIENT:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

D-U-N-S NUMBER (DUNS):  SAM (Look-up) SAM EXPIRE DATE:

GRANT POINT OF CONTACT: FIRST:  Last:

MAILING ADDRESS:

CITY:  ZIP CODE + FOUR:  -

OFFICE TELEPHONE:  Zip+4 (Look-up)

EMAIL:

**SUBMIT**

MAIL CHECK TO THIS ADDRESS:

CITY:  ZIP CODE + FOUR:  -

ITEMA REGION #:  JURISDICTION FISCAL YEAR START DATE:

**CHIEF ELECTED OFFICIAL**

FIRST NAME:  LAST NAME:

CEO TITLE:



**LOCAL EMERGENCY PLANNING COMMITTEE CHAIRPERSON**

FIRST NAME:  LAST NAME:

**ESDA/EMA COORDINATOR/DIRECTOR**

FIRST NAME:  LAST NAME:



Problems? Send an Email

**BUDGET INFORMATION**

HMEP Grant Web Portal

[ittf.grants@illinois.gov](mailto:ittf.grants@illinois.gov)

Automatically filled from section pages

[Web Portal \(click here\)](#)

FORM SECTIONS	SECTION TOTALS	COMBINATION OF UP TO 80% - FEDERAL MATCH	COMBINATION OF UP TO 20% - LOCAL MATCH
PERSONNEL & BENEFITS	\$21,971.55	\$ 17,577.24	\$ 4,394.31
TRAVEL	\$ 1,057.20	\$ 845.76	\$ 211.44
BASIC NEEDS	\$27,375.00	\$ 21,900.00	\$ 5,475.00
TOTAL PROJECT COSTS	\$ 50,403.75		
AMOUNT BEING REQUESTED IN FEDERAL FUNDS		\$40,323.00	
AMOUNT LOCAL MATCH REQUIRED			\$ 10,080.75

**2**  
**PERSONNEL**

**DIRECTIONS:** Enter job title, name of employee, % of time per week for HMEP Grant Work, Annual Grant Salary to be submitted for reimbursement, as well as attach the position description of the employee at the WEBLINK to the Grants Management System. Total annual salary from local government and HMEP% of Salary [Web Portal Link](#) \*STANDARD WORK WEEK means a 35 to 40 hour work week. Please enter in this box the standard work week for your Jurisdiction **37.5** The percentage listed should reflect the number of HMEP Grant hours worked per week, divided by the hours of the local government's standard full-time work week. The Annual Salary for HMEP Grant ONLY is divided by the Total Annual Salary from local government to report the HMEP % of Salary in the last column. This HMEP % of Salary is also utilized in the Benefits section, to determine the eligible amount of benefits.

Title	Name	% HMEP Grant Time (of a *Standard work week - See Expl. Above)	Annual Salary for HMEP Grant	Total Annual Salary from local government	HMEP % of Salary	Program Priority Number
Deputy Coordinator	Bill James	10.000%	\$6,175.91	\$61,759.13	10.000%	1
Deputy Coordinator	Bill James	10.000%	\$6,237.67	\$62,376.72	10.000%	1
Deputy Coordinator	Bill James	10.000%	\$6,300.05	\$63,000.48	10.000%	1
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			

**TOTAL SALARIES FOR HMEP WORK ONLY: \$18,713.63**  
Total of all pages for HMEP Salaries (Only) is listed at bottom of this page, and on first page.

Do any of the above named employees divide their work between the HMEP and another department or grant in the county or municipal government? (PLACE AN "X" in the appropriate box.)

YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	--------------------------------

If the answer is YES, list the job title, name, department or grant worked for, percentage of time worked for other department, and annual salary in that job, in the following table

Title	Name	Name of "Other Dept. or grant"	% of Time Worked for "Other Dept. or grant"	Annual Salary for work From "Other Depart or grant program"
Deputy Coordinator	Bill James	EMPG	90.000%	\$55,583.22
Deputy Coordinator	Bill James	EMPG	90.000%	\$56,139.05
Deputy Coordinator	Bill James	EMPG	90.000%	\$56,700.43

**TOTAL HMEP SALARIES: \$18,713.63**  
This amount will be added to total on page 1

**2-A  
PERSONNEL**

**DIRECTIONS:** Enter job title, name of employee, % of time per week for HMEP Grant Work, Annual Grant Salary to be submitted for reimbursement, as well as attach the position description of the employee at the [WEBLINK](#) to the Grants Management System. Total annual salary from local government and HMEP% of Salary [Web Portal Link](#) STANDARD WORK WEEK means a 35 to 40 hour work week. Please enter in this box the standard work week for your Jurisdiction  The percentage listed should reflect the number of HMEP Grant hours worked per week, divided by the hours of the local government's standard full-time work week. The Annual Salary for HMEP Grant ONLY is divided by the Total Annual Salary from local government to report the % of Salary in the last column. This HMEP % of Salary is also utilized in the Benefits section, to determine the eligible amount of benefits.

Title	Name	% HMEP Grant Time (of a *Standard work week - See Expl. Above)	Annual Salary for HMEP ONLY	Total Annual Salary from local government	HMEP % of Salary	Program Priority Number

**TOTAL SALARIES FOR HMEP WORK ONLY:**  
(This amount also listed at bottom of page, and on first page.)

YES	NO
-----	----

Do any of the above named employees divide their work between the HMEP and another department in the county or municipal government? (PLACE AN "X" in the appropriate box.)

If the answer is YES, list the job title, name, department worked for, percentage of time worked for other department, and annual salary in that job, in the following table

Title	Name	Name of "Other Dept. or grant"	% of Time Worked for "Other Depart or grant"	Annual Salary for work From "Other Depart or grant program"

**TOTAL HMEP SALARIES:**  
(Do NOT include Salaries from other departments.) This amount will be added to total on page 1

3

**BENEFITS**

Please read the following directions carefully and complete the benefits information for each employee that will be claimed. Only the benefits listed below are to be submitted for reimbursement in the quarterly claims. List only the benefits that represent an out-of-pocket expense to the local government grant recipient. Do not list benefits that are paid by the employee. Benefits related to the employment of those individuals listed in the personnel section.

There are two types of benefits; one is a percentage of gross paycheck, the other is a dollar amount each pay period. If your benefit is a percentage of your gross pay, list the correct percentage amount and in the next column provide the Total Annual Salary amount for the employee. The % of Gross Paycheck is multiplied by the Total Annual Salary Amount to calculate the Gross Benefit Annual Total column. Note: The Total Annual Salary is the full annual salary, including the HMEP salary, for the employee. If your benefit is a dollar amount, list the correct amount for each pay period and in the next column list the number of pay periods in a year. The "Dollar Amount" is multiplied by the "Annual Number of Pay Periods" to calculate the "Gross Benefit Annual Total" column. Thus, if the benefit is determined as percentage of gross paycheck, the "Dollar Amount" and "Annual # of Pay Periods" will be left blank. Conversely, if the benefit is determined by a dollar amount for each pay period, the % of Gross Paycheck and Total Annual Salary will be left blank.

Once the "Gross Benefit Annual Total" has been calculated, multiply the HMEP% of Salary to get the HMEP Benefit Amount for the year, for each benefit. The "HMEP % of Salary" was calculated on page 2 "Personnel" of these HMEP grant application forms. Provide the grand total of HMEP benefits for the entire year below.

NAME	BENEFIT - (LIST THE TYPE)	BENEFIT EXPENSE				A Gross Benefit Annual Total	B HMEP % of Salary	A X B HMEP Benefit AMOUNT	Program Priority Number
		Percentage % of Gross Paycheck	Total Annual Salary	OR Dollar Amount	Annual # of Pay Periods				
Bill James	SS	7.650%	\$61,759.13			\$4,724.57	10.000%	\$472.46	1
	IMRF	8.970%	\$61,759.13			\$5,539.79	10.000%	\$553.98	1
	Life Insurance			\$3.00	12	\$36.00	10.000%	\$3.60	1
	Work Comp		\$57.99	\$201.64	26	\$5,242.64	10.000%	\$524.26	1
	Unemployment	5.150%	\$13,500.00			\$695.25	10.000%	\$69.53	1
						\$0.00		\$0.00	
Bill James	SS	7.650%	\$62,376.72			\$4,771.82	10.000%	\$477.18	1
	IMRF	8.970%	\$62,376.72			\$5,595.19	10.000%	\$559.52	1
	Life Insurance			\$3.00	12	\$36.00	10.000%	\$3.60	1
	Work Comp		\$57.99	\$201.64	26	\$5,242.64	10.000%	\$524.26	1
	Unemployment	5.150%	\$13,500.00			\$695.25	10.000%	\$69.53	1
						\$0.00		\$0.00	
Bill James	SS	7.560%	\$63,000.48			\$4,762.84		\$0.00	1
	IMRF	8.790%	\$63,000.48			\$5,537.74		\$0.00	1
	Life Insurance			\$3.00	12	\$36.00		\$0.00	1
	Work Comp		\$57.99	\$201.64	26	\$5,242.64		\$0.00	1
	Unemployment	5.150%	\$13,500.00			\$695.25		\$0.00	1
						\$0.00		\$0.00	
						\$0.00		\$0.00	
						\$0.00		\$0.00	
						\$0.00		\$0.00	
						\$0.00		\$0.00	

**TOTAL BENEFITS FOR HMEP WORK: \$3,257.92**  
This amount will be added to total on page 1.

### 3-A BENEFITS

Please read the following directions carefully and complete the benefits information for each employee that will be claimed. Only the benefits listed below are to be submitted for reimbursement in the quarterly claims. List only the benefits that represent an out-of-pocket expense to the local government grant recipient. Do not list benefits that are paid by the employee. Benefits related to the employment of those individuals listed in the personnel section.

There are two types of benefits; one is a percentage of gross paycheck, the other is a dollar amount each pay period. If your benefit is a percentage of your gross pay, list the correct percentage amount and in the next column provide the Total Annual Salary amount for the employee. The % of Gross Paycheck is multiplied by the Total Annual Salary Amount to calculate the Gross Benefit Annual Total column. Note: The Total Annual Salary is the full annual salary, including the HMEP salary, for the employee. If your benefit is a dollar amount, list the correct amount for each pay period and in the next column list the number of pay periods in a year. The "Dollar Amount" is multiplied by the "Annual Number of Pay Periods" to calculate the "Gross Benefit Annual Total" column. Thus, if the benefit is determined as percentage of gross paycheck, the "Dollar Amount" and "Annual # of Pay Periods" will be left blank. Conversely, if the benefit is determined by a dollar amount for each pay period, the % of Gross Paycheck and Total Annual Salary will be left blank.

Once the "Gross Benefit Annual Total" has been calculated, multiply the HMEP% of Salary to get the HMEP Benefit Amount for the year, for each benefit. The "HMEP % of Salary" was calculated on page 2 "Personnel" of these HMEP grant application forms. Provide the grand total of HMEP benefits for the entire year below.

NAME	BENEFIT - (LIST THE TYPE)	BENEFIT EXPENSE				A Gross Benefit Annual Total	B HMEP % of Salary	A X B HMEP Benefit AMOUNT	Program Priority Number		
		Percentage		OR						Dollar Amount	
		% of Gross Paycheck	Total Annual Salary	Dollar Amount	Annual # of Pay Periods						

**TOTAL BENEFITS FOR HMEP WORK:**  
This amount will be added to total on page 1. \_\_\_\_\_

**4**

**TRAVEL**

IEMA must have travel information on file before any travel expenses can be reimbursed.

**CHOOSE ONE OF THE TWO CATEGORIES BELOW:**

**A LOCAL GOVERNMENT HAS NO TRAVEL REGULATIONS**

If this is the case, you will be covered by current State of Illinois travel regulations.

[State Travel Board Web Link](#)

[Download Printer-friendly Travel Guide \(PDF Document\)](#)

**B LOCAL GOVERNMENT HAS TRAVEL REGULATIONS**

If this is the case, attach a current copy of your local travel regulations. Failure to do so will cause applicant to be ineligible for travel reimbursement.

[IEMA HMEP Grants Portal Link](#)

**B** ENTER LETTER OF STATEMENT (A or B) THAT APPLIES TO YOUR LOCAL GOVERNMENT. IF YOU ENTERED B, PLEASE COMPLETE THE BOXES BELOW.

Local Mileage is  cents per mile.

Meals and/or per diem:

Lodging Allowance:

**LIST REASONS FOR TRAVEL AND ESTIMATED COSTS**

TRAVEL ACTIVITY	AMOUNT	PROGRAM PRIORITY NUMBER
Hotel for 2017 Midwestern Hazmat Conference	\$79.00	2
Meals for 2017 Midwestern Hazmat Conference	\$63.00	2
Mileage for 2017 Midwestern Hazmat Conference	\$210.60	2
Hotel for 2018 Midwestern Hazmat Conference	\$79.00	2
Meals for 2018 Midwestern Hazmat Conference	\$63.00	2
Mileage for 2018 Midwestern Hazmat Conference	\$210.60	2
Hotel for 2019 Midwestern Hazmat Conference	\$79.00	2
Meals for 2019 Midwestern Hazmat Conference	\$63.00	2
Mileage for 2019 Midwestern Hazmat Conference	\$210.00	2
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	

**TOTAL TRAVEL EXPENSES: \$1,057.20**

Enter this total on Page 1



## 5 BASIC NEEDS

DIRECTIONS: List the items that are necessary and essential for the LEPC basic needs in the following 6 categories.

CATEGORY	ITEM DESCRIPTIONS		AMOUNT	PROGRAM PRIORITY NUMBER
<b>OFFICE SUPPLIES</b>	Item	Description	Annual Amount	PPN
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>PRINTING SERVICES</b>	Item	Description	Annual Amount	PPN
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>POSTAGE</b>	Item	Description	Annual Amount	PPN
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>GRAND TOTAL OF BASIC NEEDS SECTION 5</b>			<b>\$ 0.00</b>	

## 5-A BASIC NEEDS

DIRECTIONS: List the items that are necessary and essential for the LEPC basic needs in the following 6 categories.

CATEGORY	ITEM DESCRIPTIONS		AMOUNT	PROGRAM PRIORITY NUMBER
	Item	Description	Annual Amount	PPN
<b>EQUIPMENT RENTAL</b>			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>CONTRACTUAL EXPENSES AND EXERCISE EXPENSES OTHER THAN EQUIPMENT RENTAL</b>			Annual Amount	PPN
	1	Multi-county commodity flow	\$ 9,000.00	3
	1	Multi-county commodity flow	\$ 9,000.00	3
	1	Multi-county commodity flow	\$ 9,000.00	3
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>CONFERENCE REGISTRATION FEES FOR LEPC RELATED PROFESSIONAL TRAINING SESSIONS</b>			Annual Amount	PPN
	1	2017 Midwestern Hazmat Conf	\$ 125.00	3
	1	2018 Midwestern Hazmat Conf	\$ 125.00	3
	1	2019 Midwestern Hazmat Conf	\$ 125.00	3
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>GRAND TOTAL OF BASIC NEEDS SECTION 5A</b>			<b>\$ 27,375.00</b>	

**FFY 2016 Hazardous Materials Emergency  
Preparedness (HMEP) Grant Program**

**Project Description:**

Provide a brief description of the proposed project that summarizes the use of the grant award. Please note all workplans must implement a program that meets the requirements of Title III of the Superfund Amendments and Reauthorizations (SARA) and the Illinois Emergency Planning and Community Right to Know Act (IPCRA).

Update the County Emergency Operations Plan Hazardous Materials Annex as needed to include transportation routes and evacuation routes as needed. Run drills to exercise the plan as needed. Update maps showing chemical facilities in the planning district where the transport of hazardous materials can occur by rail and/or over the road. Participate in public outreach and first responder activities. Continue to update the LEPC website. Respond to requests for information from the public.

Continue work of on updating commodity flow study by incorporating observed railroad operations for the next three years through a multi-county commodity flow study to include members of Local Emergency Planning Committees (LEPCs) of Champaign, Piatt, and Vermilion Counties. The study will be completed in approximately 36 months. All the major railroad corridors within the study region will be surveyed at least twice within the study period.

**FFY 2016 Hazardous Materials Emergency  
Preparedness (HMEP) Grant Program**

**Tasks:** Please list tasks for verification of progress on project.

	Description of Task	Estimated Completion Date	PROGRAM PRIORITY NUMBER
Task 1	Hold quarterly meetings with LEPC members	September 30, 2019	1
Task 2	Attend conferences and trainings regarding hazardous materials sessions	September 30, 2019	2
Task 3	Continue efforts with commodity flow study information with data collection	September 30, 2019	3
Task 4	Review and update local LEPC plan as needed	September 30, 2019	1
Task 5	Participate in hazmat related drills, exercises and training opportunities	September 30, 2019	2
Task 6			

**Federal Funding Accountability and Transparency Act (FFATA)**

*Disclaimer: The data provided on this sheet will be uploaded into the website by IEMA as required by law.*

**PLEASE READ BELOW AND ANSWER THE FOLLOWING QUESTIONS:**

“Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).”

**1. Answer the question,**

As provided to you by your sub-awardee, in your sub-awardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000.00 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?"

No

**2. Answer the question,**

As provided to you by your Sub-awardee, does the public have access to information about the compensation of the executives in the sub-awardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?"

Yes

**EXECUTIVE #1**

First Name:		Last Name:		Compensation Amount:	
-------------	--	------------	--	----------------------	--

**EXECUTIVE #2**

First Name:		Last Name:		Compensation Amount:	
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**EXECUTIVE #3**

First Name:		Last Name:		Compensation Amount:	
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**EXECUTIVE #4**

First Name:		Last Name:		Compensation Amount:	
-------------	--	------------	--	----------------------	--

**EXECUTIVE #5**

First Name:		Last Name:		Compensation Amount:	
-------------	--	------------	--	----------------------	--

FI/UAQ  
3UXQ 041916 15.56.03OGR .

MSG NR:UXQ041916

CHAMPAIGN CO SO

REF/EDINGER, MASON W DOB/030297

MESSAGE RECEIVED  
THANK YOU.

SO EFFINGHAM CO IL  
1556 CG

**State of Illinois**  
**Intergovernmental Agreement**  
between the  
**Illinois Department of Healthcare and Family Services**  
and the  
**Champaign County State's Attorney**  
Agreement No. 2017-55-013-K

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 Healthcare and Family Services** (hereinafter referred to as Department), and **Champaign County State's Attorney** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS**, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, the Department seeks legal services; and

**WHEREAS**, the Contractor desires to provide these services under the terms and conditions of this Agreement;

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

## **ARTICLE 1 — DEFINITIONS**

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

- 1.1 "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "TANF" is defined as Temporary Assistance to Needy Families.
- 1.6 The term "KIDS" is defined as the Department's child support enforcement computer system (Key Information Delivery System).
- 1.7 The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Services CFDA Number is 93.563.

## **ARTICLE 2 — TERM AND SCOPE**

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2016 through June 30, 2017 unless the Agreement is otherwise terminated as set forth herein.

- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

### ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 **Availability of Appropriations; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department, or sufficient Federal funds have not been made available to the Department by the Federal funding source, (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated or Federal funds may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Contractor's receipt of notice.
- 3.2 **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 **Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 **Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 **Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.
- 3.7.1 Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2 Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.

- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

## ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below, or (v) electronic mail to the e-mail address set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, telephone, telefacsimile number, or e-mail address.

To Contractor: Julia R Rietz  
Champaign County State's Attorney  
101 E. Main Street  
Urbana, Illinois 61801  
Telephone: 217.384.3733  
Fax: 217.384.3816  
Email : [Jrietz@co.champaign.il.us](mailto:Jrietz@co.champaign.il.us)

To Department: Illinois Department of Healthcare and Family Services  
Yvette Perez-Trevino, Agreement Manager  
Division of Child Support Services  
191 South Gary Avenue  
Carol Stream, Illinois 60188  
Telephone: 630.221.2331  
Fax: 630.221.2335  
Email: [Yvette.Perez-Trevino@illinois.gov](mailto:Yvette.Perez-Trevino@illinois.gov)

## ARTICLE 5 — RIGHTS AND RESPONSIBILITIES

### 5.1 Contractor's Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies and procedures including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies, procedures and policy changes.
- 5.1.2 Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department

determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.

- 5.1.3 Contractor shall accept for handling all IV-D matters, as defined in Section 5.3 of this Agreement and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
- 5.1.4 Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties.
- 5.1.5 Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.
- 5.1.6 Contractor shall submit any reports required by the Department, the format and content of which shall be as specified by the Department after consultation with contractor, and any report required by the Federal Office of Child Support Enforcement.
- 5.1.7 Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- 5.1.8 Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. Contractor and the attorneys it employs do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
- 5.1.9 Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases. The contractor shall work with the Department, and the Attorney General's Office to address and prepare cases for appeal where the decisions rendered by judiciary create disparity of treatment afforded to IV-D Client, inconsistent with State Law and State policies and procedures, Federal law and regulations, and case law.
- 5.1.10 Contractor shall prohibit attorneys employed by Contractor's Office 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 Contractor's Office, or the attorney personally, in connection with Contractor's representation of the Department under the terms of this Agreement.

## **5.2 Consultation and Performance Reviews.**

- 5.2.1 Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2 Contractor will be monitored by the Division of Child Support Services. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Within thirty (30) calendar days after receipt of the Department's request for a corrective action plan, Contractor shall provide a written plan to the Department. If a written corrective action plan is not received within the thirty (30) calendar day period, the

Department may withhold funding. Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

- 5.2.3 The Department may conduct a post performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information, as set forth in Section 7.4.2.

**5.3 Contractor's Duties.** The Contractor shall:

- 5.3.1 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 Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of Champaign County, Illinois.
- 5.3.2 Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of location of absent parent by the Department and enter all court dates into KIDS.
- 5.3.3 Record in KIDS the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.
- 5.3.4 Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS to previous.
- 5.3.5 Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either
- a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the Contractor, or
  - b. effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.6 Complete actions to establish an order for support regardless of whether or not parentage has been established from the date of service of process within the following time frames:
- (1.) 75 percent in six (6) months;
  - (2.) 90 percent in twelve (12) months.
- 5.3.7 Seek medical insurance coverage for each minor child or each special needs child. Medical insurance coverage must be addressed in all support orders.
- 5.3.8 Seek entry of orders that provide for immediate income withholding.
- 5.3.9 Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.10 Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.

- 5.3.11 Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS.
- 5.3.12 Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
- 5.3.13 Provide to the Department a copy of all orders, *including the Uniform Order of Support*, and related data sheets within five (5) business days after the legal action.
- 5.3.14 Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.15 Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.16 Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
- 5.3.17 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 Contractor 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 Healthcare and Family Services Mollie Zito Office of General Counsel 401 S. Clinton Street, 6 <sup>th</sup> Fl. Chicago, Illinois 60607	Illinois Department of Healthcare and Family Services Division of Child Support Services Yvette Perez-Trevino Judicial Legal Liaison 191 South Gary Avenue Carol Stream, Illinois 60188	Office of the Illinois Attorney General Public Aid Bureau 500 S. 2nd Street Springfield, Illinois 62706
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- 5.3.18 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.
- 5.3.19 When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.20 Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports as stipulated in the training in the manual provided by the Department for KIDS data entry.
- 5.3.21 Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.22 Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.23 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) calendar 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.

- 5.3.24 Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 5.3.25 Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.
- 5.3.26 **Federal Tax Information.** In performance of this agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
  - 5.3.26.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
  - 5.3.26.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
  - 5.3.26.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing, and will be disposed of in a manner that renders the information unreadable or unusable, such as shredding to 5/16-inch-wide or smaller strips. In addition, all related output and products will be given the same level of protection as required for the source material.
  - 5.3.26.4 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - 5.3.26.5 The Contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
  - 5.3.26.6 The Department will have the right to void the contract if the Contractor fails to provide the safeguards described above.

**5.4 Department's Duties.** The Department shall:

- 5.4.1 Refer or cause to be referred to Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.
- 5.4.2 Inform Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by Contractor within five (5) business days after receiving said changes and amendments.
- 5.4.3 Provide assistance to Contractor in the preparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.
- 5.4.4 Review all cases referred to Contractor to insure that information is both pertinent and accurate and that documents are complete.
- 5.4.5 Make available to Contractor the services of its State Parent Locator Service.
- 5.4.6 Provide access to IV-D case records of the Department for use by Contractor in performing its duties under this Agreement.
- 5.4.7 Inform Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by Contractor.

- 5.4.8 Monitor on a monthly basis Contractor's performance of and compliance with the duties undertaken in this Agreement.
- 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
- 5.4.10 Furnish, at the request of Contractor, available assistance, information and documents needed by Contractor in order to verify payments, amount of collections, or reduction of claims.
- 5.5 **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:
  - 5.5.1 Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
  - 5.5.2 Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - 5.5.3 Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Article XI of the Illinois Public Aid Code and Title 89 Illinois Administrative Code.
  - 5.5.4 The Department's Child Support Enforcement Manual.
  - 5.5.5 Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
  - 5.5.6 Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## ARTICLE 6 — BILLING AND PAYMENT

- 6.1 **Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$286,634. Contractor's budget (**Appendix A, Part 1**) and Personnel Services Detail (**Appendix A, Part 2**), as approved by the Department, are set forth in the Appendices and made a part hereof.
- 6.2 **Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Invoices shall meet the following requirements:
  - 6.2.1 All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
  - 6.2.2 All record keeping shall be in accordance with sound accounting standards.
  - 6.2.3 Contractor shall sign and submit to the Department reports of actual IV-D related expenditures fifteen (15) calendar days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
509 S. 6th Street, 5th Floor  
Springfield, Illinois 62701
  - 6.2.4 Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in **Appendix A** and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Article 6, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, Contractor agrees to

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

- 6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.
  - 6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.
  - 6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
  - 6.3.4** The parties will make final determination of the necessary expenditures Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by Contractor. The Department will reimburse Contractor for any underpayment of such finally determined expenditures and Contractor shall reimburse the Department for any overpayment.
  - 6.3.5** Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
  - 6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
  - 6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.
  - 6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.
  - 6.3.9** Prior written approval from the Department's Agreement Manager must be secured by Contractor 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 \$100.00 in unit cost and having a life expectancy of more than one year. After receiving said request, the Department shall provide a written response within ten (10) business days for electronic data processing (EDP) equipment requests and three (3) business days for non EDP equipment requests. 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.

- 6.3.10** Contractor shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department and for purchasing supplies (i.e., paper, toner, ink cartridges, cleaning kits) for all equipment under this or any Agreement between the parties. All purchases made in regards to this **Article 6.3.10** are reimbursable up to the limit of the entire budget amount found in **Appendix A** of this Agreement.
- 6.3.11** Each local Contractor's Office will be connected to the HFS KIDS system via a Department-provided Child Support data circuit installed to the County facility. Contractor will work with the Department's technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by the Department and the State of Illinois that allow more cost effective connectivity solutions, Contractor will work with the Department's technical staff to allow these solutions to be used for Department-provided connections at Contractor's Office.
- 6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5. Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6. Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.
- 6.7 State Fiscal Year.**
- 6.7.1** Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5th of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5th may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
- 6.7.2** All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
- 6.7.3** It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

## **ARTICLE 7 — GENERAL TERMS**

- 7.1 Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.

**7.3 Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:

**7.3.1** The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.

**7.3.2** Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.

**7.3.3** Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.

**7.4 Audits and Records.**

**7.4.1 Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

**7.4.2 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

**7.4.3 Federal Audits of States, Local Government and Non-Profit Organizations.** Contractors that expend \$750,000 or more in federal funds during Contractors' fiscal year are required to meet the provisions of PART 75—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS (45 CFR part 75). Audits conducted for the purpose of satisfying the single audit requirements of 45 CFR part 75.514 must be completed by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. The Contractor shall submit the audit within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period. Failure to meet the requirements contained in this section shall result in the suspension of funding and/or sanctions as prescribed in "Remedies for Noncompliance" (45 CFR part 75.371). The auditor's report is to be sent to:

Illinois Department of Healthcare and Family Services  
Division of Finance  
A-133 Unit  
2200 Churchill Road  
Springfield, Illinois 62702

The Department may, at its option, provide notice to Contractor that it will be required to submit single audit report and any related materials. Such notice does not relieve Contractor from its responsibilities to determine the need to obtain an audit required by 45 CFR part 75.514. Contractors are required to comply with the Department's instructions for completing the single audit report and any related materials.

- 7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately. The Department reserves the right to perform, cause to be performed, or be given access to previously performed background checks of Contractor's officers, employees, or agents who have access to FTI and/or access to KIDS as required and in accordance with IRS Publication 1075 (and any updates thereto).
- 7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.
- 7.7 Confidentiality.**
- 7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
- 7.7.2 Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance shall be protected from unauthorized access, use, and disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 42 USC 654(26); 45 CFR 303.21; 305 ILCS 5/11-9, 11-10, and 11-12; and 42 CFR Part 431, Subpart F. Contractor shall establish appropriate safeguards to comply with the provisions of these rules and regulations.
- 7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

- 7.9 Fraud and Abuse.** Contractor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor staff, Contractor Subcontractor, Agency employee or Agency contractor. Contractor shall make this report within three days after first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Contractor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes Contractor or its Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.
- 7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and 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.
- 7.11 Indemnification.**
- 7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- 7.11.2** Neither party shall be liable for incidental, special or consequential damages.
- 7.11.3** Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- 7.14 Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors 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. Contractor 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.

**7.15 Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

**7.16 Purchase of Equipment.**

**7.16.1** In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660, and other State and Federal laws and regulations, Contractor shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

**7.16.2** Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Separate inventory lists shall be kept for EDP equipment and for other equipment, and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. 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. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:  
Illinois Department of Healthcare and Family Services  
Division of Child Support Services  
Attn: Yvette Perez-Trevino, Agreement Manager  
191 South Gary Avenue  
Carol Stream, Illinois 60188

**7.17 Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

**7.17.1** Provisions apply to successive events and transactions;

**7.17.2** "Or" is not exclusive;

**7.17.3** References to statutes and rules include subsequent amendments and successors thereto;

**7.17.4** The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;

**7.17.5** If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;

**7.17.6** "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

- 7.17.7 Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8 Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9 References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering the Child Support Enforcement Program under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).
- 7.18 **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, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 7.19 **Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.
- 7.20 **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ARTICLE 8 - CERTIFICATIONS.

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### 8.1 General Warranties of Contractor.

- 8.1.1 The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- 8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.
- 8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.

8.2 **Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*

8.3 **Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:

- 8.3.1 Proof of payment of past due amounts in full;
- 8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.

8.4 **Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the

Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

- 8.5 Debarment and Suspension.** Contractor shall review the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.
- 8.6 Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed Attachment A and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1** Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and applicable rules in performance under this Contract.
- 8.7.2** Contractor will provide a drug free workplace, pursuant to the Drug Free Workplace Act (30 ILCS 580).
- 8.7.3** Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4** Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5** Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 8.7.6** Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/1 *et seq.*).
- 8.7.7** Contractor complies with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584/1 *et seq.*).
- 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- 8.7.9** In accordance with 30 ILCS 587/1 *et seq.*, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).
- 8.7.10** If required, Contractor has disclosed on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Agreement. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40 or those which may conflict in any manner with Contractor's obligation under this Agreement. Contractor shall not employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or

employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Agreement, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.

- 8.8 **Licenses and Certificates.** Contractor and Contractor's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 **New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 **Nonsolicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts 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 Contractor such commission, percentage, brokerage fee, gift or contingent fee.
- 8.11 **Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.

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

**THE STATE OF ILLINOIS  
DEPARTMENT OF HEALTHCARE  
AND FAMILY SERVICES**

**CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Felicia F. Norwood  
Director

By:  \_\_\_\_\_  
Julia R. Rietz  
State's Attorney

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

Date: 4.12.14

**APPROVED:**

By: \_\_\_\_\_  
Lisa Madigan  
Illinois Attorney General

By: \_\_\_\_\_  
Pattsi Petrie  
Chairman, Champaign County Board

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

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

**APPENDIX A Part 1 of 2**  
**CHAMPAIGN COUNTY STATE'S ATTORNEY BUDGET**  
**JULY 1, 2016 THROUGH JUNE 30, 2017**  
**Individual Line Item Amounts Are Estimated**

<b>DIRECT COSTS</b>	<b>SFY17 Budget</b>
<b>Personnel Services</b>	
Salaries – Full Time	\$209,143
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$77,491
<b>SUBTOTAL</b>	<b>\$286,634</b>
 <b>Non Personnel Services</b>	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$0
Court Related	\$0
Dues & Licenses	\$0
Education, Conference Fees	\$0
Misc. Administrative Expenses	\$0
Office Equipment	\$0
Office Equipment Maintenance	\$0
Office Supplies	\$0
Postage	\$0
Printing	\$0
Rent	\$0
Service of Process Fees	\$0
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$0
Travel	\$0
Utilities	\$0
<b>SUBTOTAL</b>	<b>\$ 0</b>
 <b>TOTAL</b>	 <b>\$286,634</b>

**APPENDIX A Part 2 of 2**  
**AUTHORIZED POSITIONS – SFY17**  
**CHAMPAIGN COUNTY STATE’S ATTORNEY**

<b>POSITION TITLES</b>	<b>IV-D%</b>	<b>Number of Positions</b>
<b>Full Time Positions:</b>		
Assistant State’s Attorney	100%	2
Legal Secretary	100%	2
Receptionist/Legal Secretary	100%	1

Attachment A

Taxpayer Identification Certification

A. Contractor certifies that:

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

B. Contractor's Name: **Champaign County State's Attorney**

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN):

or

Employer Identification Number (EIN): **37-6006910**

*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

D. Contractor's Legal Status (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien       |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or trust         |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)    |
| <input type="checkbox"/> Corporation providing or billing medical or health care services     | <input type="checkbox"/> Pharmacy/Funeral        |
| <input type="checkbox"/> Corporation NOT providing or billing medical or health care services | <input type="checkbox"/> Home/Cemetery (Corp)    |
|   | <input type="checkbox"/> Other:                  |

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF CHAMPAIGN COUNTY STATE'S ATTORNEY.

\_\_\_\_\_  
Signature of Authorized Representative

Julia R Rietz  
Champaign County State's Attorney

4.12.16  
Date

**RESOLUTION NO.**

**RESOLUTION ADOPTING THE CHAMPAIGN COUNTY FINANCIAL POLICIES**

**WHEREAS**, the Champaign County Board has adopted its Financial Policies with Resolution No. 9224 on May 21, 2015; and

**WHEREAS**, the Champaign County Board has identified the need to amend its Financial Policies as documented in the Attachment to this Resolution;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County that the Financial Policies as documented in the Attachment to this Resolution are hereby approved; and

**BE IT FURTHER RESOLVED** by the County Board of Champaign County that Resolution No. 9224 is hereby rescinded.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 19<sup>th</sup> day of May, A.D. 2016.

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**Patti Petrie, Chair**  
**Champaign County Board**

**ATTEST:**

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**Gordy Hulten, Champaign County Clerk and**  
**Ex-Officio Clerk of the County Board**



## ***CHAMPAIGN COUNTY FINANCIAL POLICIES***

### **OPERATING BUDGET POLICIES**

#### **Amending the Budget**

After the adoption of the annual budget, the budget may be amended through a budget amendment or budget transfer.

##### **Budget Amendments -**

- Amendments to the budget require a 2/3<sup>rd</sup> majority vote (15) of the County Board.

##### **Budget Transfers -**

The budget may be amended by transfers in two ways:

- Department heads may authorize transfers between non-personnel budget line items in their department budget as long as they do not exceed the total combined appropriation for these categories; and department heads may transfer from one personnel line item to another personnel line item in their department budget as long as they do not exceed the total combined appropriation for the personnel line items.
- All other transfers require a 2/3<sup>rd</sup> majority vote (15) of the County Board.

#### **Appropriation**

All County funds are appropriated in the “Official Budget”. Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

#### **Balanced Budget**

The County will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, realizing future revenues early, or rolling over short-term debt. A budget ordinance is balanced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations.

#### **Capital Asset Replacement Fund**

A Capital Asset Replacement Plan includes a multi-year plan for vehicles, computers and technology, and furnishings and office equipment will be updated and prepared for the General Corporate Fund departments in the annual budget process. These expenditures will be appropriately amortized and reserves for replacement will be appropriated to the Capital Asset Replacement Fund.

The Capital Asset Replacement Plan also includes a multi-year plan for the facilities owned and maintained by the County. The County will maintain all its assets at a level adequate to protect the County's capital interest and to minimize future maintenance and replacement costs.

The County will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted and included in the Capital Asset Replacement Fund plan.

The Deputy County Administrator of Finance will review all expenditures from the Capital Asset Replacement Fund and the County Administrator is authorized to approve all expenditures from the Capital Asset Replacement Fund in compliance with the multi-year plan and policies established by the County Board. No more than 3% of the total of the General Corporate Fund Appropriation may be appropriated to the Capital Asset Replacement Fund.

### Contingency Fund

A General Corporate Fund contingency appropriation will be designated for emergency purchases during the year. The contingency appropriation goal is 1% of the total anticipated expenditure for the General Corporate Fund. No more than 5% of the total General Corporate Fund Appropriation may be appropriated to the Contingency Fund. Money appropriated in the contingency fund may be used for contingent, incidental, miscellaneous, or general county purposes, but no part of the amounts so appropriated shall be used for purposes for which other appropriations are made in such budget unless a transfer of funds is made with the approval of 2/3 of the members (15) of the County Board.

### Form of the Budget

The final Budget document must include the following, showing specific amounts:

- Statement of financial information including prior year revenue and expenditure totals, and current year and ensuing year revenue and expenditure projections;
- Statement of all moneys in the county treasury unexpended at the termination of the last fiscal year;
- Statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year;
- Any additional information required by state law.

### Fund Structure

Champaign County's budgetary policies are in accordance with generally accepted accounting principles (GAAP). The County's financial structure begins with funds. A fund is a self-balancing accounting entity with revenues and expenditures which are

segregated for the purpose of carrying out specific programs in accordance with County policies and certain applicable State and Federal laws.

Each fund has at least one Department Budget, which is a group of expenditures that provide for the accomplishment of a specific program or purpose.

A major fund is a budgeted fund whose revenues or expenditures represent more than 10% of the total appropriated revenues or expenditures.

### Fund Statements

A Fund Statement is presented for each fund, which summarizes past and projected financial activity for the fund as follows:

- Revenues – presented in line item detail within revenue categories;
- Expenditures – presented in line item detail within major categories – e.g., personnel, commodities, services, etc.
- Fund Balance – the actual or estimated funds remaining at the end of the fiscal year.

### Fund Types

All county funds are included in the Annual Budget Document except the fiduciary funds which include two Private Purpose Trust Funds in which the County Engineer acts in a trustee capacity on behalf of townships to use state funding to maintain township roads and township bridges, which resources are not available to support the County's own programs; and Agency Funds whose purpose is to report resources, such as property taxes and circuit court fees and fines, held in a custodial capacity for external individuals, organizations and governments.

***Governmental Funds*** – Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.

- A. **General Fund:** the General Corporate Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another fund. A General Corporate Fund summary is prepared which lists the amount of General Corporate Fund appropriation for all affected departments. The General Corporate Fund is a Major Fund.
- B. **Special Revenue Funds:** Special Revenue Funds are used to account for the proceeds of specific sources that are legally restricted to expenditures for a specific purpose. Currently, the County has ~~two four~~ major funds in Special Revenue Funds: the Mental Health Fund; ~~the Developmental Disability Fund; the Illinois Municipal Retirement Fund; and the Regional Planning Commission Fund.~~ Special Revenue Funds also include 44~~2~~ non-major funds.
  - a. **Debt Service Fund:** Included in the Special Revenue Funds are Debt Service Funds utilized to account for the payment of interest, principal and related costs on the County's general long-term debt. The County has

~~three-one debt services fund -one for the repayment of the bonds issued for the construction of the Satellite Jail and remodeling of the Downtown Correctional Center; and one for the repayment of the bonds issued for the construction of the Nursing Home Facility; and one for the repayment of bonds issued for the construction of the Highway Fleet Maintenance Facility.~~ (In addition to Debt Service Funds, the County also has three debt service budgets included in other funds as appropriation based on the purpose of the fund.)

- b. **Capital Projects Funds:** Also included in Special Revenue Funds are Capital Project Funds used to account for all expenditures and revenues associated with the acquisition, construction or maintenance of major facilities that are not financed through proprietary funds or funds being held for other governments. The County has one capital project fund budgeted in FY2015~~6~~ - the Courts Complex Construction Fund.

**Proprietary Funds** – Proprietary Funds account for certain “business-type” activities of governments that are operated so that costs incurred can be recovered by charging fees to the specific users of these services.

- A. **Enterprise Fund:** An enterprise fund is used to account for operations that are financed primarily by User charges. The Nursing Home Fund is a Major Fund, and is the only enterprise fund in Champaign County.
- B. **Internal Services Funds:** An Internal Service Fund is established to account for the financing of goods and services provided to the County and other agencies on a cost reimbursement basis. The activities of the Self-Funded Insurance Fund and Employee Health Insurance Fund are budgeted and appropriated through the use of Internal Service Funds.

## REVENUE POLICIES

### Sources of Revenue

The County will try to maintain a diversified and stable revenue system to shelter it from unforeseeable short-run fluctuations in any one-revenue source.

The County will estimate its annual revenues by an objective, analytical process, wherever practical. The County will project revenues for the next year and will update the projection annually. Each existing and potential revenue source will be re-examined annually.

### One-Time Revenues

To the extent feasible, one-time revenues will be applied toward one-time expenditures; they will not be used to finance ongoing programs. Ongoing revenues should be equal to or exceed ongoing expenditures.

### Grants

The Champaign County Board supports efforts to pursue grant revenues to provide or enhance County mandated and non-mandated services and capital needs. Activities which are, or will be, recurring shall be initiated with grant funds only if one of the following conditions are met: (a) the activity or service can be terminated in the event the grant revenues are discontinued; or (b) the activity should, or could be, assumed by the County (or specific fund) general and recurring operating funds. Departments are encouraged to seek additional sources of revenue to support the services prior to expiration of grant funding. Grant approval shall be subject to the terms and conditions of Champaign County Ordinance Number 635.

### Financial Reserves and Surplus

On an annual basis, the fund balance for each fund shall be reviewed, and projections of reserve requirements and a plan for the use of an excess surplus shall be documented. The minimum fund balance requirement for the General Corporate Fund is a 45-day or 12.5% of expenditure fund balance for cash flow purposes. A plan will be developed to increase the fund balance in instances where an ending audited fund balance is below the 45-day minimum requirement. ~~a plan will be developed to increase the fund balance.~~

It is the intent of the County to use all surpluses generated to accomplish three goals: meeting reserve policies, avoidance of future debt and reduction of outstanding debt.

### Property Tax

The property tax rates for each levy shall be calculated in accordance with the Property Tax Extension Limitation Law.

### User Fees

The County charges user fees for items and services, which benefit a specific user more than the general public. State law or an indirect cost study determines the parameters for user fees. The County shall review all fees assessed in its annual budget preparation process to determine the appropriate level of fees for services and recommend any proposed changes to the fees collected to be implemented in the ensuing budget year.

## ACCOUNTING POLICIES

### Accounting/Auditing

State statutes require an annual audit by independent certified public accountants. A comprehensive annual financial report shall be prepared to the standards set by the government finance Officers Association (GFOA).

The County follows Generally Accepted Accounting Principles (GAAP).

The County uses an accounts receivable system to accrue revenues when they are measurable for governmental fund types. Departments should bill appropriate parties for amounts owed to Champaign County, review aging reports, complete follow-up information about the account, and monitor all accounts receivables.

**DEBT MANAGEMENT POLICIES**

When applicable, the County shall review its outstanding debt for the purpose of determining if the financial marketplace will afford the County the opportunity to refund an issue and lessen its debt service costs. In order to consider the possible refunding of an issue a Present Value savings of three percent over the life of the respective issue, at a minimum, must be attainable.

The County will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

When the county finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the estimated useful life of the project.

The County will strive to have the final maturity of general obligation bonds at, or below, thirty years.

Whenever possible, the County will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds, so those benefiting from the improvements will bear all or part of the cost of the project financed.

The County will not use long-term debt for current operations.

The County will maintain good communications with bond rating agencies regarding its financial condition. The County will follow a policy of full disclosure on every financial report and borrowing prospectus.

**FIXED ASSETS**

The County maintains a fixed asset inventory of furniture, equipment, buildings, and improvements with a value of greater than \$5,000 and a useful life of one year or more.

**ENCUMBRANCE**

An encumbrance system is maintained to account for commitments resulting from purchase orders and contracts. Every effort will be made to ensure that these commitments will not extend from one fiscal year to the next. Any emergency encumbrances, which do extend into the next fiscal year, shall be subject to appropriation in the next year's budget. Encumbrances at year - end do not constitute expenditures or liabilities in the financial statements for budgeting purposes.

**FISCAL YEAR**

The County's fiscal year is January 1<sup>st</sup> through December 31<sup>st</sup>.

**INVESTMENT**

The County Treasurer is responsible for the investing of all Champaign County funds. With County Board approval, the Treasurer may make a short term loan of idle monies from one fund to another, subject to the following criteria:

- a. Such loan does not conflict with any restrictions on use of the source fund;
- b. Such loan is to be repaid to the source fund, with interest, within the current fiscal year.

**PURCHASING**

All items with an expected value of \$30,000 or more must be competitively bid with exceptions for professional services (other than engineering, architectural or land surveying services). Additional competitive bid requirements may apply by statute or as a condition of using funds from an outside source. All purchases over the respective limit of \$30,000, which require the use of either formal bids or requests for proposals, must be approved by the full Champaign County Board. The Champaign County Purchasing Ordinance establishes the procedures to be followed in all purchasing activities.

**RISK MANAGEMENT**

The County established a self-funded insurance program for workers compensation and liability. To forecast expenditures, the county hires an actuarial consulting firm to review loss history and recommend funding taking into consideration claims, fixed costs, fund reserves, and national trends. The County strives to maintain the actuary recommended fund balance.

**SALARY ADMINISTRATION**

The County Administrator is responsible for computing salaries and fringe benefits costs for all departments. Increases for non-bargaining employees, as defined in the Personnel Policy, will be established by the Finance Committee at the beginning of the budget cycle and forwarded to the County Board for inclusion in the annual budget.

RESOLUTION NO.

RESOLUTION ESTABLISHING THE BUDGET PROCESS for FY2017

WHEREAS, the Champaign County Board determines it appropriate to establish a formal process for the compilation, presentation, approval and execution of the annual budget; and

WHEREAS, based on the anticipated receipt of revenues and expenditure appropriations for FY2016 and the need for careful study of both revenues and expenditures for FY2017, the Finance Committee recommends guidelines and policies for the process and development of the FY2017 annual budget;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County, Illinois, that the following guidelines are hereby adopted and shall be adhered to by County Administration and Champaign County departments in the submission, review, preparation, and implementation of the FY2017 Budget:

Budget Development Process

Department budget requests shall be performance-based and focused on goals, objectives, and performance indicators.

FY2017 Budget Calendar	
June 8	Budget Instruction and Training Seminar for Department Budget Preparers
June 8	Instructions for Budget Submission sent to outside agencies
July 8	FY2017 Budgets DUE from Departments
July 11-29	Department Budget Reviews with County Administration
Aug. 1-12	Tax Revenues & Other Revenue Estimates Confirmation
Aug. 22-24	6:00pm each evening - Legislative Budget Hearings before the County Board
Sept. 13	Report to Finance Committee FY2017 Budget Overview and Decision Points for Committee Direction
Sept. 27	Finance Public Hearing on FY2017 Budget Decisions
Sept. 29	Special Finance Committee of the Whole Meeting to Provide Final Direction Regarding FY2017 Tentative Budget
Oct. 13	FY2017 Tentative Budget Recommendation presented to Finance Committee to be forwarded to County Board
Oct. 20	County Board Truth in Taxation Public Hearing ( <i>if required</i> )
Oct. 20	County Board - Receive & Place on File FY2017 Tentative Budget Recommendation
Nov. 10	Finance Committee approval of Final FY2017 Budget
Nov. 17	County Board approves Final FY2017 Budget & FY2017 Tax Levy Ordinance

Fiscal Year

The County's fiscal year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> each year.

### FY2017 General Corporate Fund Budget Requests

1. Include department operation analysis and planning documentation, alignment to the County Board Strategic Plan, and department objectives and performance indicators.
2. Revenue Lines – Objectively and analytically project and document revenues. Include recommendations for fee increases or modifications of revenue structure proposed, if warranted.
3. Expenditure Lines
  - a. Non-personnel - A *status quo* budget should be prepared with 0% total change from the originally anticipated FY2016 department budget, with the following exceptions:
    - i. Contractual increases required by competitively negotiated contracts for services
    - ii. Documented need for increase in commodities lines based on FY2016 utilization and cost increases;
  - b. Personnel - Administrative Services Salary Administration staff will enter salary information based upon negotiated labor contracts and County Board direction for non-bargaining salary administration.

### FY2017 Non-General Corporate Fund Budget Requests

Non-General Corporate Fund Budgets are to be prepared as follows:

- a. Presented within the County Board's definition of a balanced budget;
- b. Include fund balance information, goal statements and an explanation for any variance in ending fund balance;
- c. Documentation and analysis of operations, expenditures and revenues; and strategic planning information regarding FY2017 including alignment with the County Board's Strategic Plan, and specific fund objectives and anticipated performance indicators;

### Capital Asset Replacement Fund

The County Board directs that the Capital Asset Replacement Fund be presented with two options:

1. Re-establishment of full funding for future reserve for all items currently included and covered by the Fund, and with continuing phase-in funding for facilities deferred maintenance and capital replacement projects as recommended by the County Facilities Committee to be incorporated in the FY2017 Budget; and
2. Funding of items scheduled for replacement in FY2017 only, with no appropriation of reserve for future replacement schedules, and continuing phase-in funding for facilities deferred maintenance and capital replacement projects at a *status quo* level of funding with the FY2016 appropriation.

### Contingency Fund

The County Board directs that the FY2017 Contingency line item be appropriated at 0.5% of the total General Corporate Fund FY2017 appropriation.

**Property Tax Revenue**

The County Board directs the preparation of the property tax revenue for FY2017 be calculated in accordance with the Property Tax Extension Limitation Law, as established in the County Board Financial Policies.

**Form of the Budget**

The final Budget document must include the following, showing specific amounts:

- Statement of financial information including prior year revenue and expenditure totals, and current year and ensuing year revenue and expenditure projections;
- Statement of all moneys in the county treasury unexpended at the termination of the last fiscal year;
- Statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year;
- Any additional information required by state law.

**Financial Policies**

The final Budget shall further be prepared in acknowledgement of the Champaign County Board Financial Policies.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19<sup>th</sup> day of May A.D. 2016.

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Patti Petrie, Chair  
Champaign County Board

ATTEST:

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Gordy Hulten, County Clerk and  
*Ex-Officio* Clerk of the County Board