



**PLEASE NOTE THE MEETING STARTS AT 6:00 P.M.  
CHAMPAIGN COUNTY BOARD  
COMMITTEE AGENDA**

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**JUSTICE & SOCIAL SERVICES COMMITTEE**

Brookens Administrative Center, Lyle Shields Meeting Room  
1776 E. Washington, Urbana  
Monday, June 4, 2007 – 6:00 p.m.

**CHAIR:** Jan Anderson

**MEMBERS:** Carter, Gladney, Hogue, Hunt, James, Putman, Sapp, Tapley

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**XII. ADJOURNMENT**

**State of Illinois**  
**Intergovernmental Agreement**  
between  
**Illinois Department of Healthcare and Family Services**  
and  
**Champaign County Sheriff**  
**Agreement No. 2008-55-005-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 the **Champaign County Sheriff** (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 requires the services of the Champaign County Sheriff to assist the Department in implementing Title IV-D under the terms and conditions of this Intergovernmental Agreement;

**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 as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients
- 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 “CFDA” is defined as Catalog of Federal Domestic Assistance. The Department’s Division of Child Support Enforcement’s CFDA Number is 93.563.

## ARTICLE 2 — TERM AND SCOPE

- 2.1 Term.** The term of this Agreement shall be from July 1, 2007 through June 30, 2008, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 Renewal.** This Agreement may be renewed for additional periods. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
- 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 Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give Contractor notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. Contractor's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 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 failure to comply with a term of this Agreement, the Department will provide notice to Contractor of the breach. If such breach is not cured to the Department's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon Contractor, 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 immediately or upon notice by the Department in its sole discretion in the event of the following:
- 3.7.1** Failure of Contractor 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 Contractor in the course of dealings between the parties.
- 3.7.4 Contractor takes any action to dissolve, merge, or liquidate.
- 3.7.5 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; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number 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, or telephone or telefacsimile number.

To Contractor: Daniel J. Walsh  
 Champaign County Sheriff  
 204 East Main Street  
 Urbana, Illinois 61801  
 Telephone: 217/384-1204  
 Fax: 217/384-1219

Department : Illinois Department of Healthcare and Family Services  
 Yvette Perez-Trevino, Agreement Manager  
 Division of Child Support Enforcement  
 32 West Randolph, 16th Floor  
 Chicago, Illinois 60601  
 Telephone: 312-793-3846  
 Fax: 312-793-0878

## **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 including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided copies of such upon Contractor's written request.
- 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.

### **5.2 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** 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.

### **5.3 Contractor's Duties.** The Contractor shall:

- 5.3.1** Serve, within Champaign County, summonses, subpoenas, writs, orders, orders or notices to withhold income for child support, notices of support obligation, Notices of Alleged Paternity (DPA 2783C), Notices of Alleged Paternity and Support (DPA 3627) and decrees that may be legally directed and delivered to the Contractor in connection with the Title IV-D Child Support Enforcement Program.
- 5.3.2** Execute and return within Champaign County warrants and body attachments in accordance with the Illinois Compiled Statutes.
- 5.3.3** Return persons apprehended by such other sheriffs and peace officers in the State of Illinois under appropriate process to answer to the court, which will be paid for by the Department on a case by case basis outside the budget.
- 5.3.4** Make a minimum of three (3) attempts to serve at both the address of the respondent's residence or place of employment if time permits. Such service shall be attempted during regular and non-regular business hours
- 5.3.5** Report the disposition and the reason for the disposition to the Department, to the Department's representative within seven (7) business days after the date the determination is made that the absent parent was or cannot be served.
- 5.3.6** Provide the Department, upon written request, with an activity report which includes, but is not limited to, the name of the person served, the date of service, whether service was successful or unsuccessful, as well as the amount being charged by the Sheriff's Office, and any report required by Title IV-D of the Social Security Act.
- 5.3.7** Provide the Department with a copy of each affidavit of service, within seven (7) business days after the date the affidavit was certified.
- 5.3.8** Ensure that all warrants which are eligible for entry on the LEADS system, are submitted for entry within one (1) month of receipt of the body attachments.

**5.4 Department's Duties.** The Department shall:

- 5.4.1 Refer or cause to be referred to the Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of IV-D child support obligations.
- 5.4.2 Inform the Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the Champaign County Sheriff within five (5) days after receiving said changes and amendments.
- 5.4.3 Review all cases referred to the Contractor to ensure that information is both pertinent and accurate and that documents are complete.
- 5.4.4 Make available to the Contractor the services of its State Parent Locator Service.
- 5.4.5 Inform the 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 the Contractor.
- 5.4.6 Monitor on a monthly basis the Contractor's performance of and compliance with the duties undertaken in this Agreement.
- 5.4.6 Provide training to Department or Contractor staff on specific issues of mutual concern.
- 5.4.7 Furnish, at the request of the Contractor, available assistance, information and documents needed by the Contractor in order to verify payments, amount of collections, or reduction of claims.
- 5.4.8 Provide access to IV-D case records of the Department for use by the Sheriff's Office in performing its duties under this Intergovernmental Agreement; to provide access to administrative case files within five (5) business days after receipt of request.

**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:

- a. Title IV-D of the Social Security Act, 42 USC section 651 et seq.
- b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- c. 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 Title 89 Illinois Administrative Code.
- d. The Department's Child Support Enforcement Manual.
- e. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
- f. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## **ARTICLE 6 — BILLING AND PAYMENT**

- 6.1 **Amount of Payment.** The estimated amount of the Department's obligation under this Agreement is \$35,000.
- 6.2 **Billing.** Contractor shall submit invoices to the Department no later than the 15th day of the month following the month of service. Invoices shall detail services performed by date, individual served, whether service was successful or unsuccessful, amount being charged by the sheriff and shall include a copy of each affidavit. 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 Each invoice shall itemize services by date and by all allowed expenses. The amount shown on each invoice shall be in accordance with the rates established in the Illinois Compiled Statutes.
- 6.2.4 Each invoice shall contain a statement which reads substantially as follows:  
*"The Contractor hereby certifies that the supplies provided and services performed and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Agreement."*
- 6.2.5 The Contractor shall sign and submit to the Department invoices by the fifteenth (15th) calendar day following the month the services were performed. Department will authorize payment to the Contractor within thirty (30) calendar days after receipt of complete, accurate and valid invoices with appropriate documentation. Invoices 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

- 6.3 **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 approved for each invoice.
  - 6.3.3 All invoices required under this Agreement must be received by the Department within the time period set forth in this Agreement.
  - 6.3.4 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.
- 6.4 **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 will be made by the Department in accordance with the Illinois Compiled Statutes.
- 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 10 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 10 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.
- 7.5 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.
- 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, or to providers, facilities, and associations, shall be protected from

unauthorized disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Contractor, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Contractor shall assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.

- 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 to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as Contractor learns of the suspected fraud and abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. Contractor shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 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, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.
- 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** Contractor shall not purchase equipment with funds received under this Contract without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Contractor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least \$100. Contractor acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require.
- 7.16.2** Contractor shall review, verify, sign and note any discrepancies on inventory lists submitted by HFS of Electronic Data Processing (EDP) and Non-EDP equipment. The Sheriff shall submit inventory reports no later than 30 calendar days after the receipt to HFS as per instructions provided with these reports.
- 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 Contractor 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 person 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/>). Vendor 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:** Vendor 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** Vendor, 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** Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 8.7.3** Neither Vendor 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** Vendor 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** Vendor 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** Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 8.7.7** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 8.7.8** Vendor 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** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State

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

- 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.
- 8.12 Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

**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**

**CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Barry S. Maram, Director

By: \_\_\_\_\_  
Daniel J. Walsh, Sheriff

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

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

**APPROVED:**

By: \_\_\_\_\_  
C. Pius Weibel Chairperson  
Champaign County Board

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

**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:

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN):

or

Employer Identification Number (EIN):

*(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<br><input type="checkbox"/> Sole Proprietor<br><input type="checkbox"/> Partnership/Legal Corporation<br><input type="checkbox"/> Tax-exempt<br><input type="checkbox"/> Corporation providing or billing medical or health care services<br><input type="checkbox"/> Corporation NOT providing or billing medical or health care services | <input type="checkbox"/> Governmental<br><input type="checkbox"/> Nonresident alien<br><input type="checkbox"/> Estate or trust<br><input type="checkbox"/> Pharmacy (Non-Corp.)<br><input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp)<br><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 SHERIFF.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Champaign County Nursing Home  
Justice and Social Services Committee  
Monthly Report  
May 2007

In 1967 the American Health Care Association established National Nursing Home Week to recognize our nation's elders contribution to society. The celebration always begins on Mother's Day and is now felt across the country. Fortunately for the residents of the CCNH, celebrations are something we do well.

This year our celebration was capped off with a Senior Prom where residents and staff voted a King and Queen of each Neighborhood, prom dresses and suits were standard attire, and dancing was the main event. We have the good fortune to serve a few residents whose dance skills are still stronger than mine.

One group of CCNH staff showed the rest of us what commitment really means. The Activity Department, led by Gail Shivers and Sara Houzenga, went to great lengths to have prom dresses donated, schedule volunteers, coordinate food and music, and dance with residents who didn't have a date. The Activity Department gave our residents *something to dream about that night*.

Update Information

- We continue to focus on our hiring practices as we try to put in place screening mechanisms that yield the highest quality staff. We are working with our Occupational Medicine provider to arrange pre-employment drug screens, physicals, and a fitness for duty test. In addition, we are standardizing the interview questions for each position and assigning weighted scores to each response.
- The Activity Department conducted a satisfaction survey to give the new Director a starting point for action plans. The survey resulted in very high scores in one of the most elusive categories in a long-term care facility – access to activities. Our transportation to and from activities is excellent, guaranteeing everyone an opportunity to participate in any of the multiple activities that occur seven days a week. We discovered that our greatest weakness is tailoring activities to the men age 70-80. That will be a focus for our Activity team for the next three months, after which we will re-measure their performance.
- Bargaining sessions have taken an uncharacteristic turn as AFSCME invited the management team to present its position to the members in an all-staff meeting on May 16<sup>th</sup>. AFSCME invited every bargaining unit member to attend one of three presentations made by the management team regarding our position, how we came to our position, and what we hope to achieve through negotiations. While

*In service to the residents of the Champaign County Nursing Home, their families, friends, and everyone whose lives they have touched, we respectfully submit this report.*

labor negotiations are often acrimonious, the labor-management teams here have found common ground in returning the CCNH to a balanced budget.

- Our VA survey completed without deficiency. The survey team noted the exceptional living spaces and the friendliness of staff. A representative will contact us soon to discuss the details of a contract for services.
- I recently joined the Finance Committee of the Illinois Health Care Association. The Committee includes a variety of nursing home Administrators and owners who steer the purchasing and investing for the Association. This link to such an esteemed trade association will keep me, and ultimately us, at the front of long-term care trends.

### Initiatives

- On June 22<sup>nd</sup> we will host the quarterly County Nursing Home Association meeting, normally attended by at least one member of each of the 28 county nursing homes from across the state.
- We are in the final stages of selecting interior signage to replace our printer paper signs located around the facility.
- The HR Director Cindy Neitzel has taken the first steps in solidifying each HR process by crafting a strategic plan. Cindy developed actions to achieve and timelines for achieving the critical steps. Critical actions include attention to the hiring process, orienting her two new staff to payroll and attendance tracking, and updating the new employee orientation program to include most facility policies, skills training, team building, and a presentation by each department leader.

*In service to the residents of the Champaign County Nursing Home, their families, friends, and everyone whose lives they have touched, we respectfully submit this report.*

**Report on the 2004-2005 Pilot Phase of the  
Champaign County Courtwatching Project:  
A Collaboration of  
The League of Women Voters of Champaign County  
and  
The University of Illinois College of Law**

There was a time in our country when “going courting” meant being at the courthouse to watch local courtroom drama unfold. Citizens kept track of the judges and lawyers, observed all the important civil and criminal trials and often were entertained by the persuasive advocacy presented in the local courtrooms.

Unfortunately, those are times gone by. It is now clear that unwatched courts can lead to poor advocacy, poor decisions and even at the worst, corruption. For many years the League of Women Voters of Champaign County (LWVCC) has organized a courtwatching program to assure the citizenry that its courts are functioning properly and with all necessary resources. For over 15 years, the LWVCC has partnered with the University of Illinois College of Law to provide a constant presence in the state and federal courts in Champaign County. Each of the students enrolled in the Trial Advocacy course at the College of Law (approximately 130 students in the Fall 2004 semester) is required to spend 12 hours courtwatching for educational purposes related to their enrollment in the course, with the League providing training for the law students.

During the fall of 2004, this collaboration was formalized and expanded to include more rigorous data collection and analysis. The report that follows summarizes this significant analytical event.

The League’s observers and the law student observers use a unified reporting instrument. For the pilot phase of the expanded collaboration, the courtwatching instrument used to record observations was redesigned and improved with advice from experts at the University of Illinois. Observers used this revised data collection instrument to record observations about the fairness of proceedings and the conduct and demeanor of the court’s participants, as well as characteristics specific to criminal defendants and potential jurors.

Law students were assigned to specific courtrooms and observation periods to assure evenness of coverage. Observation reports were compiled through a website created by the project for data input; observers entered their data directly into the site. Students also submitted their paper observation report forms, which were then used to crosscheck data entered through the electronic interface. A team of statistical consultants from the University conducted an analysis of the data collected during the Fall 2004 semester, and produced a comprehensive report at the conclusion of the Spring 2005 semester.

This *Report on the 2004-2005 Pilot Phase of the Champaign County Courtwatching Project* summarizes the primary findings of the pilot phase of this initiative. We intend to continue this collaboration with the aim of collecting a larger sample of data and conducting a longitudinal study.

This *Report* summarizes analysis of a total of 1,657 hours (more than 69 days) of structured courtwatching data. Each courtroom observation averaged approximately one and one-half hours.

Month	Minutes	Days, Hours, Min	Avg/Visit
September	19,722 minutes	328 hours, 42 minutes	87.27 min./visit
October	33,003 minutes	550 hours, 03 minutes.	97.07 min./visit
November	37,100 minutes	618 hours, 20 minutes.	75.10 min./visit
December	9,618 minutes	160 hours, 18 minutes.	92.48 min./visit
Total	99,443 minutes	69 days, 1 hour, 13 minutes	85.43 min./visit

The primary findings of significance from the pilot project are:

1. In the sample size observed during the pilot project, the statistical analysis shows no evidence of bias in the selection of jurors from among those available in the jury pool.
2. In the overwhelming majority of observations, our courtrooms were perceived as places where judges and other participants in proceedings observed decorum and treated one another with respect.
3. There is a significant discrepancy between the demographics of Champaign County and the demographics of those citizens reporting for jury service.

For example, while census data indicate an 11% African-American population for Champaign County, and a 15% African-American population for the cities of Champaign and Urbana, the observed African-American representation in the jury pools at the Champaign County Courthouse is about 6%.

This means, for example, of 17 observed jury trials in the pilot observation period in which the defendants were African-American men, only 4 African-American men and 10 African-American women jurors (out of 252 jurors and alternates for each jury) were seated. Nine other African-American potential jurors were excused in the jury selection of those trials.

**Classification of Jurors**

Defendant	Cases	Juror												Avg. in Pool	Avg. Seated
		White				Black				Other					
		Male		Female		Male		Female		Male		Female			
Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N		
Black-Male	17	84	61	95	49	4	3	10	6	2	1	1	2	18.7	11.5
Black-Female	2	9	5	16	4	0	1	0	0	0	0	0	0	17.5	12.5
White-Male	4	24	9	19	6	0	0	3	1	1	0	1	0	16.0	12.0
Asian-Male	1	7	1	5	2	0	0	0	0	0	0	0	0	15.0	12.0
<b>TOTAL</b>	<b>24</b>	<b>124</b>	<b>76</b>	<b>135</b>	<b>61</b>	<b>4</b>	<b>4</b>	<b>13</b>	<b>7</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>18.0</b>	<b>11.7</b>

The procedure used to summon jurors to service is to select from among those registered to vote, those with drivers' licenses and those who have received identification cards from the Secretary of State.

4. Observers reported instances of perceived unfairness in our courts on matters that some procedural adjustments could address and correct.

For example:

- Many observers reported instances when it was questionable whether the criminal defendants could hear, understand and participate meaningfully in their proceedings via the video arraignment system currently in use in Champaign County. Observers noted circumstances in which these defendants could not hear proceedings and did not understand remarks addressed to them. In addition, the defendants sometimes had not met their attorneys before arraignment and did not appear to understand the proceedings or the ramifications of their participation.
- Observers reported many instances when, after being asked "Do you understand?" by the judges, defendants would answer in the negative without any follow-up by the judges to ensure the defendants' understanding. In other words, proceedings continued under these circumstances on several occasions regardless of the defendants' responses.
- Observers noted occasions when court proceedings were interrupted and continued to a later date to obtain the presence of an interpreter.

The collaborators wish to have a constructive effect on the administration of justice in Champaign County. To that end, the collaborators plan to continue the structured observation of courtroom proceedings. In addition, they propose that interested groups should consider whether steps could be taken to accomplish the following:

1. Examine and possibly revise the procedures used for summoning and excusing jurors from jury service to make the jury pool more representative of the County's actual population demographics, including finding ways to encourage jury service among groups currently underrepresented in the jury pool.
2. Examine and possibly revise current procedures to seek simple, cost-effective changes that would increase the perceived fairness of judicial proceedings in the County, such as the presence of a "stand by" interpreter on high-volume court appearance days where the need for such services may be accurately predicted (e.g., a Spanish interpreter at Monday arraignment court appearances, etc.) and improvements to the technology or procedures used for televised arraignment proceedings.
3. Continue the Courtwatching Project, institutionalizing it, improving courtroom coverage, and securing funding for on-going statistical analysis and support for the Project.

**The Champaign County Courtwatching Pilot Project  
2004-2005**

**Joan Miller**, Chair of the Justice Committee of the League of Women Voters of Champaign County (LWVCC), coordinated this project for LWVCC. She organizes the League courtwatchers and is herself a veteran courtwatcher with many years of experience. Ms. Miller provided training for the Trial Advocacy students who participated in the pilot project and leads the League's courtwatchers.

**J. Steven Beckett**, Professor and Director of the Trial Advocacy Program at the College of Law at the University of Illinois College of Law, taught the Trial Advocacy course that assigns students to do "real life" courtwatching. Professor Beckett oversaw all of the law-related aspects of the Project, including completion of this *Report*.

**Scott Kording** served as the College of Law's internal project expert. His responsibilities included coordinating student observation times, creating the website interface for electronic data input, working directly with the Statistical Consultants to facilitate rigorous data analysis, and managing the many details required to collect and collate the large quantity of data involved in this Project.

**C. K. Gunsalus**, President of LWVCC and Adjunct Professor at the College of Law, served as liaison among all the Project's participants, bringing parties together, finding and recruiting resources, and spearheading development of this *Report*.

**Mike Salwan, Yuan Yang and Xiangkui Yu** served as the Project's Statistical Consultants, under the supervision of **Adam Martinsek**, Professor of Statistics in the University of Illinois Department of Statistics. The Statistical Consultants enthusiastically took charge of the rigorous statistical analysis underlying this *Report*.

**Mark Aber**, Professor in the University of Illinois' Department of Psychology, lent his expertise and advice to the Project, including the development of the unified data collection instrument. Additional assistance came from the insightful anecdotal feedback provided by a focus group consisting of previous generations of student courtwatchers and interested members of the local community who attended an initial meeting to discuss project feasibility and goals. **Richard McAdams and Tom Ulen**, both distinguished professors at the College of Law, generously provided some timely advice and guidance on interpreting the Project's data.

The Project's feasibility rested upon the full and willing participation of the **130+ law students** enrolled in Fundamentals of Trial Practice (Law 695), during the Fall 2004 Semester at the College of Law. Their time, energy and careful recordkeeping were essential, for this Project would remain merely an idea without their service.

Finally, a study such as this is simply not possible without the cooperation and educational approach of the **judges and staff** of the two courts with which Champaign County is blessed—namely, **the Circuit Court for the Sixth Judicial Circuit of Illinois**, and **the United States District Court for the Central District of Illinois**. Under the leadership of Presiding Circuit Judge Thomas Difanis and Chief U.S. District Judge Michael P. McCuskey, the judges of Champaign County have offered guidance and support for the countless courtwatchers frequenting their courtrooms, and we are grateful to them.

**CHAMPAIGN COUNTY COURTWATCHING PROGRAM HIGHLIGHTS**  
**SECOND ANNUAL REPORT—2005-2006**  
**LEAGUE OF WOMEN VOTERS/COLLEGE OF LAW**

In a unique town-gown cooperative effort, a university program and a civic collaborate to provide a coordinated courtwatching effort in Champaign County. With the second annual community report, the League of Women Voters of Champaign County and the Trial Advocacy Program of the College of Law at the University of Illinois collect and analyze data on the functioning of the local courts. Our courtwatching is concentrated in the autumn, when the Fall semester of Trial Advocacy averages more than 100 students each spending at least 12 hours watching courtroom proceedings from September-December. Augmented by the League's courtwatching corps, our extensive courtroom observations are then aggregated and analyzed for statistical significance.

Court watching is an important program with many benefits. For the law students who participate, it provides exposure to the courtroom with real people, real lawyers and real problems (crimes and claims) in real cases, and as such, is an important learning tool. For the court system, it provides citizen observation of the system and its strengths and weaknesses. Unwatched courts are a danger because so many decisions within the system (jury selection being one of them) reflect society's values for the system of justice. For the parties in the cases (including the government), court watching assures that "fairness is on the table" as an issue to be observed and commented upon. These parties can have increased confidence that the cases will be handled and decided properly. For the lawyers participating in trials, court watching keeps them on their toes giving them more incentive to be prepared to do their work within the system.

In our first report, observers collectively found Champaign County's courts to be respectful places where the formal proceedings were generally perceived to be fair and appropriate. At the same time, the report raised concerns about how representative juries were in Champaign county, as the 2005 findings demonstrated a significant discrepancy between the demographics of adults in Champaign County and those in jury pools at the courthouse. Our observations raised some other issues about perceived fairness as well.<sup>1</sup> Members of the judiciary and administrative officials responsible for the functioning of the courts responded promptly with several initiatives examining possible explanations for the observed discrepancies and implementing improvements to assure more representative juries in our county. We applaud their collective responses as we continue to watch and collect data on their results.

This second annual report has two major findings:

1. Our observations are making a difference: the local studies of the jury system can be directly attributed to our efforts. Organized courtwatching can have a significant impact.
2. The problems in demographic representation seen last year, demonstrating differences between the population of the county and the composition of juries, are not repeated in this year's study.

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<sup>1</sup> (See 2004-2005 Pilot Phase of the Champaign County Courtwatching Project: [A Collaboration of the League of Women Voters of Champaign County and the University of Illinois College of Law](http://www.law.uiuc.edu/academics/courtwatching/index.asp)  
<http://www.law.uiuc.edu/academics/courtwatching/index.asp>)

Our second year's collaboration was based on the equivalent of 153 workdays, performed by 95 law student observers and the League's standing corps of observers. The average length of observation was between 1.5 and 2 hours.

There was no difference observed this year in the composition of juries versus the demographics of the county other than expected statistical variations. That is, there was a good correlation between the pool from which jurors are called for service and those seated on juries. The importance of a properly functioning system for calling representative juries has increased significance because Champaign County is embarking upon "continuous jury terms", where jurors will serve only one week and there will be four weeks of jury trials per month. This means a substantial increase in the number of citizens being summoned for jury duty and ultimately participating in the trial process. The full participation of all elements of our community is essential to the "fair trial" all citizens are entitled to and expect.

Statistically, a snapshot of our observations shows that:

93% of observed defendants were male, and 7% female.

73% were African American,  
25% Caucasian, and  
2% were Hispanic/Latino.  
One defendant was Asian.

86% of observations were felonies  
12% were misdemeanors, and  
2% were traffic/petty offenses.

Our first report highlighted instances where some defendants did not appear to fully comprehend all of the proceedings. It appears to us that local judges have taken this to heart, as our observations this year showed improvement in this area: 90% of the observations noted that the defendant appeared to understand most or all of the proceedings. Broken down by responses,

51 % appeared to understand most of the proceedings, and  
39% appeared to understand all of them.  
0.7% appeared to understand none of the proceedings (this represented 3 defendants)  
2% appeared to understand very little, and  
7% appeared to understand approximately half of the proceedings.

Overall, the level of respect observed by judges to defendants was high.

No judges were observed to be not at all respectful.  
2.5% were considered somewhat disrespectful,  
15% neutral,  
20% were Somewhat respectful,  
63% were seen as Very respectful.

Again, court observers experienced the vast majority of courtroom proceedings as fair: 95% reported experiencing the proceedings as fair, while 5% reported experiencing the proceedings as not fair. One particular case was responsible for six of the observations of unfairness, and some observers noted that the case was later declared a mistrial, which would presumably remove the concern for fairness. (In this case, an expert witness for the prosecution aided a juror who had fainted, and then the case was allowed to continue.)

We continue to have concerns about all-white juries judging African-American defendants, as well as having concerns with defendants understanding court complexities, and with some of the structural issues related to court proceedings (i.e., “cattle call” hearings and unrepresented defendants).

**Background:**

For over 15 years, the LWVCC has partnered with the University of Illinois College of Law to provide a constant presence in the state and federal courts in Champaign County. Each of the students enrolled in the Trial Advocacy course at the College of Law (approximately 130 students in the Fall 2004 semester and 95 in the Fall 2005) is required to spend 12 hours courtwatching for educational purposes related to their enrollment in the course, with the League providing training for the law students.

This collaboration was formalized and expanded in the Fall 2004 to include more rigorous data collection and analysis. Since then, our reports summarize the statistical analysis of these aggregated observations.

The League’s observers and the law student observers use a unified reporting instrument. For our expanded collaboration, the courtwatching instrument used to record observations was redesigned and improved with advice from experts at the University of Illinois. Observers used this revised data collection instrument to record observations about the fairness of proceedings and the conduct and demeanor of the court’s participants, as well as characteristics specific to criminal defendants and potential jurors.

Law students were assigned to specific courtrooms and observation periods to assure evenness of coverage. Observation reports were compiled through a website created by the project for data input; observers entered their data directly into the site. Students also submitted their paper observation report forms, which were then used to crosscheck data entered through the electronic interface. A team of statistical consultants from the University conducted an analysis of the data collected during the Fall 2004 semester, and produced a comprehensive report at the conclusion of the Spring 2005 semester. The data analysis for the second report was performed by Nicole K. Roberts, Ph.D., a member of the board of the League of Women Voters of Champaign County.

**The Champaign County Courtwatching Project  
2005-2006**

**Joan Miller**, Chair of the Justice Committee of the League of Women Voters of Champaign County (LWVCC), coordinated this project for LWVCC. She organizes the League courtwatchers and is herself a veteran courtwatcher with many years of experience. Ms. Miller provided training for the Trial Advocacy Students who participated in the pilot project and leads the League's courtwatchers.

**J. Steven Beckett**, Director of the Trial Advocacy Program at the College of Law at the University of Illinois, taught the Trial Advocacy course that assigns students to do "real life" courtwatching and oversaw all legal aspects of the project including this final report.

**Scott Kording and Eric Schacht** served as the College of Law internal project experts, coordinating student observation times, creating the website for data input, working directly with the Statistical Analyst to facilitate a rigorous data analysis, and taking responsibility for the many details required to collect and collate the large quantity of data involved in this project.

**C. K. Gunsalus**, Adjunct Professor at the College of Law and President of LWVCC, served as liaison among all the project participants, bringing parties together, working on the final report and finding resources.

**Nicole K. Roberts, Ph.D.**, served as the Project Statistical Analyst, performing all the data analysis.

This project's feasibility rested upon the full and willing participation of the **95+ law students** enrolled in Law 695, Fundamentals of Trial Practice, in the Fall 2005 Semester at the College of Law at the University of Illinois. Their time, energy and careful recordkeeping were essential. **Diana Marshall**, the Trial Advocacy faculty assistant at the law school, assisted with data entry and project coordination and we owe much to her service and dedication.

Finally, a study such as this is simply not possible without the cooperation and educational approach of the **judges and staff of the courts of Champaign County**. The judges here have offered guidance and support for the students and we are grateful to them.

**CHAMPAIGN COUNTY COURTWATCHING PROJECT HIGHLIGHTS**  
**THIRD ANNUAL REPORT—2006-2007**  
**LEAGUE OF WOMEN VOTERS/COLLEGE OF LAW**

**Introduction**

Our system of justice is part of what characterizes our democracy and us as Americans: over 95% of the world's jury trials are conducted in the United States of America. The League of Women Voters and the Trial Advocacy Program of the College of Law at the University of Illinois have been collaborating for many years to provide a coordinated courtwatching effort in Champaign County. Three years ago, we reorganized our longstanding informal efforts and began to collect and analyze data on the functioning of the local courts from structured observations that were then analyzed for statistical significance. This year, we have added organized coverage of the federal courts operating in Champaign County.

Court watching is an important program with many benefits. For the law students who participate, it is an important learning tool as it provides exposure to the courtroom with real people, real lawyers and real problems. For the courts, it provides citizen observation of the system and its strengths and weaknesses. Unwatched courts are a danger because so many decisions within them reflect society's values for the system of justice. For the parties in the cases, court watching assures that "fairness is on the table" as an issue to be observed and commented upon. These parties can have increased confidence that the cases will be handled and decided properly. For the lawyers participating in trials, court watching keeps them on their toes giving them more incentive to be prepared to do their work well.

Our courtwatching is concentrated in the autumn, when the Fall semester of law school's Trial Advocacy course averages more than 100 students each spending at least 12 hours observing courtroom proceedings from September-December. Augmented by the League's courtwatching corps, our extensive courtroom observations are then aggregated and analyzed for statistical significance.

**A Brief History of our Reports**

In 2004-05, our observers collectively found Champaign County's courts to be respectful places where the formal proceedings were generally perceived to be fair and appropriate. At the same time, the report raised concerns about how representative juries were in Champaign county, as the 2005 findings demonstrated a significant discrepancy between the demographics of adults in the County and those in jury pools at the courthouse. Our observations raised some other issues about perceived fairness as well. Members of the judiciary and administrative officials responsible for the functioning of the courts responded promptly with several initiatives examining possible explanations for the observed discrepancies and implementing improvements aimed at producing more representative juries.

In the second year, our findings with respect to demographic variances between the population of the county and the composition of juries were not repeated. Proceedings in Champaign County's courts continued to be perceived as respectful in the large majority of cases.

This year's report again demonstrates variances in the demographic composition of juries in the state courts, though not in the federal courts.

### **Third Year Summary Report**

Courtwatching observations presented in this report were recorded by more than 100 law student observers and the League's standing corps of observers. This report is based on 829.6 hours of observation or the equivalent of 103.7 work days. The average time per visit was 1.4 hours. The state court observations comprise 483.5 hours of observation, or the equivalent of 60.4 workdays; the average length of observation time was 1.12 hours. The federal court observations represent an additional 346.1 hours or 43.3 workdays of observations; the average length of visits to federal courts was 2.34 hours. Defendant characteristics were recorded in only about half of the observations.

### **STATE COURT REPORT**

Defendants in these observations are overwhelmingly male, African-American, young and charged with felonies. (Students appropriately observe the most serious of criminal cases.) In more than eighty percent of the observations, defendants appeared to understand the proceedings in which they were involved.

There was a significant deviation in the composition of the jury pools relative to the population of the county with respect to African-American and Asian males. Caucasian females were significantly overrepresented.

Citizens in Illinois are called for jury duty based on random selections from lists compiled by combing lists of 1) registered voters in the county; 2) those with driver's licenses age-eligible to serve on juries; and 3) those who have obtained State identification cards. These lists are obtained from the relevant record custodians (respectively, the County Clerk for voter registrations and the Secretary of State for driver's licenses and identification cards), combined by the Circuit Clerk's office and then random selections are made from those lists by a computer program. We sought information on the demographic composition of the lists from which jury pools are assembled and learned that neither the County Clerk nor the Secretary of State collects or records racial identification information.

Because the jury pool is selected by random sampling, the statistically significant observed differences for African-American males, Asian males, and Caucasian females could be due to any of the following, either singly or in combination: (1) differences by race and/or sex in the likelihood of having a driver's license or being registered to vote; (2) differences by race and/or sex in the likelihood of having a valid current address to which the summons can be delivered; (3) differences by race and/or sex in the likelihood of responding to the summons. The limitation on this demographic data undermines efforts at definitive explanations for our findings.

### **Specific Findings, State Court**

Our combined observation reports continue to find Champaign County's courtrooms to be respectful places: in 97.5% of the observations, court personnel were reported to be very or somewhat respectful; in 2.5% of the observations, court personnel were reported to be somewhat disrespectful.

**Defendant Characteristics**

As to the persons involved in proceedings, a snapshot of our observations shows that:

76.5% of observed defendants were male, and 23.5% female  
70% were African American,  
27.7% Caucasian, and  
2% were Hispanic/Latino.

75.5% of observations were felonies  
10% were misdemeanors, and  
14.6% were traffic/petty offenses.

A comparison of the observations from this year and last shows some changes from one year to the next. For example comparing the last two years of data points on Defendant characteristics shows:

Characteristic	year two	year three
Male	93%	76.5%
Female	7%	23.5%
African-American	73%	70%
Caucasian	25%	27.7%
Hispanic/Latino	2%	2%
Felonies	86%	75.5%
Misdemeanors	12%	10%
Traffic/petty	2%	14.6%

**Defendant’s Understanding of Proceedings, Rights, and Options; Respect**

Our first report highlighted instances where some defendants did not appear to fully comprehend all of the proceedings. We continue to have concerns about the perception that defendants are not understanding proceedings. This year, in 83% of the observations, the defendant appeared to understand most or all of the proceedings; in 14% of the observations, the defendant appeared to understand about half of the proceedings; in 3% of the observations, the defendant appeared to understand very little or none of the proceedings

In contrast, observers reported that in 98% of the observations, the defendant appeared to understand his/her rights and options fully, very well, or reasonably well; in 2% of the observations, the defendant appeared to understand his/her rights and options very little or not at all.

Overall, the level of respect observed by judges to defendants was high. No judges were observed to be not at all respectful.

Compared between this year and last:

Characteristic	year two	year three
Somewhat disrespectful	2.5%	1.4%
Neutral	15%	12%
Somewhat respectful	20%	24%
Very respectful	63%	62%

### **Summary of State Court Jury Pool and Jury Seating Analysis, Fall 2006**

In the first year of observations, we saw a significant discrepancy between the demographics of the County and citizens reporting for jury duty at the Champaign County Courthouse: while census data indicated an 11% African-American population for Champaign County, and a 15% African-American population for the cities of Champaign and Urbana, the observed African-American representation in the jury pools at the Champaign County Courthouse was about 6%. The second year's report did not observe variances other than statistically-expected ones. This year, we are again reporting variations in the composition of jury pools and the demographics of the county. Specifically: African-American males and Asian males were significantly underrepresented in the jury pool relative to the percentages for these two groups in the population of Champaign County; Caucasian females were significantly overrepresented.

No other demographic groups (specifically: African-American females, Asian females, Caucasian males, Hispanic males, and Hispanic females) were significantly underrepresented or overrepresented in the jury pool relative to the percentages for these groups in the population of Champaign County.

As has been the case in all three of our reports, the chance of a member of the jury pool being seated as a juror or alternate juror did not depend on the race or sex of the person. It also did not depend on the combination of race and sex of the person.

## **SPECIFIC FINDINGS, FEDERAL COURT**

### **Defendant Characteristics**

Virtually all defendants in observed proceedings in federal court were male: 99.2%.

99.2% of observed defendants were male, and 0.8% female  
86.5% were African American,  
11.3% Caucasian,  
1.5% were Hispanic/Latino, and  
0.8% were Asian.

98.5% of observations were felonies, and  
1.5% were traffic/petty offenses.

### **Defendant's Understanding of Proceedings, Rights, and Options; Respect**

In 93% of the observations, the defendant appeared to understand most or all of the proceedings; in 7% of the observations, the defendant appeared to understand about half of the proceedings.

In about 89% of the observations, the judge was reported as being very respectful or somewhat respectful; in about 8% of the observations, the judge was reported as being neutral in terms of respect; in about 3% of the observations, the judge was reported as being somewhat disrespectful.

In 100% of the observations, court personnel were reported to be very respectful.

**Analysis of Jury Pool and Jury Seating, Federal Court, Fall 2006**

We observed no discrepancies between the demographics of the eleven counties comprising the Urbana Division of this federal circuit and the numbers that would be expected in a random sample of residents from the Urbana Division.

According to statistical analyses applied, the chance of being seated does not depend on the race or sex of the juror; it also does not depend on the combination of race and sex.

**Conclusion**

Our studies continue to take a snapshot of our court system in operation. We will continue with this annual endeavor and expect that the picture will sharpen over time.

### **The Champaign County Courtwatching Project**

**Joan Miller**, Chair of the Justice Committee of the League of Women Voters of Champaign County (LWVCC), coordinated this project for LWVCC. She organizes the League courtwatchers and is herself a veteran courtwatcher with many years of experience. Ms. Miller provided training for the Trial Advocacy Students who participated in the pilot project and leads the League's courtwatchers.

**J. Steven Beckett**, Director of the Trial Advocacy Program at the College of Law at the University of Illinois, taught the Trial Advocacy course that assigns students to do "real life" courtwatching and oversaw all legal aspects of the project including this final report.

**Scott Kording** originally created the website for data input and continues to assist on an on-call basis.

**Shomari Dailey** served as the College of Law internal project expert, coordinating student observation times and took responsibility for the many details required to collect and collate the large quantity of data involved in this project. **Leslie A. Dempsey** completed the process of preparing the data for statistical analysis.

**C. K. Gunsalus**, Adjunct Professor at the College of Law, served as liaison among all the project participants, bringing parties together, working on the final report and finding resources.

**Guixian Lin**, of the Illinois Statistics Office, served as Project Statistical Consultant, under the supervision of **Adam Martinsek**, Professor of Statistics in the Department of Statistics at the University of Illinois.

This project's feasibility rested upon the full and willing participation of the **100+ law students** enrolled in Law 695, Fundamentals of Trial Practice, in the Fall 2006 Semester at the College of Law at the University of Illinois. Their time, energy and careful recordkeeping were essential. **Diana Marshall**, the Trial Advocacy faculty assistant at the law school, assisted with data entry and project coordination and we owe much to her service and dedication.

Finally, a study such as this is simply not possible without the cooperation and educational approach of the **judges and staff of the courts of Champaign County and the Federal District Court in Urbana, Illinois**. The judges here have offered guidance and support for the students and we are grateful to them.

**ATTACHMENTS GIVEN  
TO THE COMMITTEE  
AT THE MEETING**

**JUSTICE & SOCIAL SERVICES  
COMMITTEE  
JUNE 4, 2007**

Contents:

1. Quarter Cent for Public Safety Funding Status Report –  
Agenda Item VIII A



## CHAMPAIGN COUNTY MENTAL HEALTH BOARD

### CHAMPAIGN COUNTY BOARD FOR CARE AND TREATMENT OF PERSONS WITH A DEVELOPMENTAL DISABILITY

## MEMORANDUM

DATE : June 4, 2007  
MEMO TO: Champaign County Board – Justice and Social Services Committee  
FROM: Peter Tracy, Executive Director  
SUBJECT: Quarter Cent for Public Safety Funding – Status Report

#### Awards and Contracts

On May 1, 2007, the Champaign County Mental Health Board (CCMHB) completed allocation decisions for the Quarter Cent for Public Safety Post-detention Program for FY08 (July 1, 2007 through June 30, 2008). The final awards are list below.

A Woman's Fund (Rantoul Project)	\$10,000 (funded with CCMHB dollars)
Best Interest of Children	\$20,000
CCRPC Court Diversion	\$45,540
Champaign Urbana Area Project	\$50,358 (Project Management / Monitoring)
Don Moyer Boys and Girls Club	\$70,000
Mahomet Area Youth Club	\$26,019
Mental Health Center	\$97,515 (funded with CCMHB dollars)

The contracting process is underway and all contracts will be fully executed by July 1, 2007. All necessary negotiations have been completed.

#### Project Monitoring and Juvenile Justice Related Activities:

Ms. Marilyn Garmon Starks facilitated the agency assignment meetings at the Juvenile Detention Center during the month of May 2007.

Ms. Garmon Starks and Mr. Peter Tracy attended a Substance Abuse and Mental Health Services Administration (SAMHSA) site visit at Crystal Lake, Illinois on May 23-25, 2007. We were invited to participate in the site visit by the McHenry County Mental Health Board and were able to glean important information which will improve our chances for success when we apply for a SAMHSA Children's Initiative Grant. This program would allow us to significantly expand access and availability to services for youth with serious emotional disturbance in our community.

Ms. Garmon-Starks has been responsible for planning a Parent's Conference for youth involved in the juvenile justice system that will be held at Parkland College on June 23, 2007.

**JJPD AGENCY PROGRAM ALLOCATION REQUEST AMOUNTS - TIER I - V FY08**

July 1, 2007 - June 30, 2008

Agency	Program	Tier I	Tier II	Tier III	Tier IV	Tier V	Attachment #1 Approved 5/1/07	Request
AWF	AWF -Rantoul**			10,000		-	10,000	10,000
BIOC	Family Conference of CC	20,000				-	20,000	20,000
CUAP	Project Monitoring	40,000	10,358			8,604	50,358	58,962
DON MOYER	JUMP Program	65,000	5,000			83,691	70,000	153,691
MAHOMET AREA YOUTH CLUB	Project 2nd Chance	24,900	1,119			-	26,019	26,019
MENTAL HEALTH CENTER	JJ Care Coordination**	95,000	2,515			-	97,515	97,515
PRAIRIE CENTER	JJ Program					75,000	-	75,000
CCRPC	Court Diversion Services	-	1,540	44,000		-	45,540	45,540
U-C Independent Media Center	Habarie Connection					313,937		313,937
<i>JJPD Tier I through V Recommendations FY08- ntc 5/3/07</i>		244,900	20,532	54,000	-	481,232	319,432	800,664
** Program to be funded through CCMHB Funds		319,432						
** Program to be funded through CCMHB Funds								
Tier I - Tier IV Totals								
Tier I - Tier IV Totals		319,432						
MHC Program Paid through MHB \$		97,515						
AWF Program Paid through MHB \$		10,000						
Quarter Cent Proposed Allocations		211,917						