1. **Call to Order**

2. **Suspension of Rules**

3. **Approval of Minutes**
   - May 26, 2020

4. **Informational Items / Reports / Other Minutes / Updates**
   - PCAPS Monthly Report
   - ETSB
   - EMA
   - Public Defender Report
   - SFY21 Access & Visitation Grant

5. **Resolutions**
   - Tenth Judicial Circuit Online Dispute Resolution Grant
   - SFY21 Family Violence Coordinating Council Grant

6. **Committee Action**
   - Review of Executive Session Minutes

7. **Miscellaneous**

8. **Adjournment**
DRAFT
MINUTES
Public Safety and Justice Committee
May 26, 2020
@ 2:00 p.m.

<table>
<thead>
<tr>
<th>MEMBERS PRESENT</th>
<th>Paul Rosenbohm – Chairman; Rob Reneau – Vice-Chairman; Eden Blair, Brandy Bryant, Linda Daley, Brian Elsasser, Kate Pastucha, Steven Rieker, Phillip Salzer, Sharon Williams</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEMBERS ABSENT:</td>
<td>Scott Sorrel – County Administrator; Shauna Musselman – Assistant County Administrator; Larry Evans - State’s Attorney’s Office; Randy Brunner – Chief Financial Officer/Sheriff’s Office; Gretchen Pearsall – Director of Strategic Communications; David Tuttle – ETSB; Becky Spencer – PCAPS; Jason Marks – EMA; Monica Hendrickson – Health Department; Nathan Bach, Kristen Collins – Public Defender; Brian Brown – Juvenile Detention Center; Rena’ Parker, Jennifer Shadid – Courts Administration; Brian Asbell, Doug Gaa, James Middlemas – Sheriff’s Office; Jessica Thomas – Auditor; Nicole Bjerke – Treasurer; Mark Little – Chief Information Officer</td>
</tr>
</tbody>
</table>

**Call to Order**
Chairman Rosenbohm called the meeting to order at 2:00 pm.

A motion to suspend the Rules was made by Mr. Salzer and seconded by Dr. Blair. The motion carried unanimously.

**Approval of Minutes**
A motion to approve the minutes of April 6, 2020 was made by Mr. Elsasser and seconded by Ms. Williams. The motion carried unanimously.

**Informational Items / Reports / Other Minutes / Updates**
- **PCAPS Monthly Department Report**
  Ms. Spencer advised that animal intake and field activities have both decreased in the past month. She stated that staff has made every attempt to keep the animal population in the shelter down.

- **ETSB**
  Mr. Tuttle advised that bids have been let for construction upgrades on two 911 Centers located in Peoria and Bartonville, and are due June 18, 2020. He advised that the ETSB has coordinated with the State of Illinois to receive a $1.2 million state funding grant which will fund a large portion of the upgrades.

- **Emergency Management Agency**
  Mr. Marks advised that efforts have focused on managing and overseeing the Emergency Operations Center as related to the COVID-19 response.
Mr. Marks discussed straight line wind damage to the Peoria County Highway North Facility with the Weather Service. He advised that staff is working with the ECC and the ETSB to ensure coverage for significant or severe weather events.

Mr. Marks advised that daily Situational Reports are submitted to IEMA on COVID-19 and on the recent spring flooding.

Mr. Marks advised that discussions will take place with IEMA on termination of remaining activities related to the Complex Coordinated Terrorism Attack Grant.

- **Public Defender Report**
  Mr. Rieker asked if the office has the resources to properly support current needs related to the impact of COVID-19 on the delay in court proceedings. Mr. Bach stated that the office is adequately staffed to address current needs, and added that although an increased caseload will be seen in the future when delayed cases begin coming back into the system, he is optimistic that staff can properly manage the increase.

**Resolutions**

- **Sheriff’s Office COVID-19 Relief Grant**
  A motion to approve was made by Dr. Blair and seconded by Mr. Salzer. Mr. Brunner advised that the grant is funded through the Department of Justice via the CARES Act. He stated that the Sheriff’s Office was allocated $58,008.00 to prepare, prevent and respond to the COVID-19 crisis. The motion to approve carried unanimously.

- **FY 2020 IDOT STEP (Sustained Traffic Enforcement Program) Grant**
  A motion to approve was made by Mr. Reneau and seconded by Dr. Blair. Mr. Brunner advised that the Sheriff’s Office has received funding through IDOT for the Sustained Traffic Enforcement Program (STEP) Grant, which provides payment for officer overtime. He stated that the amount awarded for FY 2019 was $24,228.00 was budgeted for FY2020. He remarked that the amount awarded for FY 2020 has been substantially increased to $65,100.00 and staff requests an appropriation in the amount of $41,000.00 to account for the additional revenue and related expenses under the grant award. The motion to approve carried unanimously.

- **Animal Control Contracts**
  A motion to approve was made by Mr. Elsasser and seconded by Dr. Blair. Ms. Spencer advised that staff seeks approval to enter into proposed animal control agreements with 15 municipalities for a 5-year period with increases in years 2, 3, and 4, and a freeze in year 5.

After discussion, it was the consensus of the committee to direct Ms. Spencer to negotiate the proposed rates with each municipality prior to presenting the final contracts to the committee and the full county board as a resolution for approval.

The original motion was rescinded by Mr. Elsasser and Ms. Williams.

**Miscellaneous**

Sheriff Asbell addressed the increase in violent crimes over the past several weeks, stating that the Sheriff’s Office has been providing operations assistance to the Peoria Police Department. He advised that the jail population continues to be low, with a current population of 209, although increases are anticipated with the warmer weather.

**Adjournment**

The meeting was adjourned by Chairman Rosenbohm at 2:32 p.m.

*Recorded and Transcribed by: Jan Kleffman*
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice

LINE ITEM:

MEETING DATE: June 23, 2020

AMOUNT:

ISSUE: FOR INFORMATION ONLY

BACKGROUND/DISCUSSION:
The attached report outlines the activity of Peoria County Animal Protection Services during the month of May 2020. It includes information from the same period in 2019 for comparison purposes.

COUNTY BOARD GOALS:

- Financial Stability
- Infrastructure Stewardship
- Effective Service Delivery
- Healthy Vibrant Communities
- Workforce Development
- Collaboration

STAFF RECOMMENDATION:

COMMITTEE ACTION: INFORMATIONAL ITEM

PREPARED BY: Becky Spencer

DEPARTMENT: PCAPS

DATE: June 9, 2020
**Monthly Department Report - May 2020**

### Animal Statistics

<table>
<thead>
<tr>
<th>Animal</th>
<th>MAY 2020</th>
<th>MAY 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat</td>
<td>100</td>
<td>217</td>
<td>323</td>
<td>648</td>
</tr>
<tr>
<td>Dog</td>
<td>93</td>
<td>143</td>
<td>399</td>
<td>687</td>
</tr>
<tr>
<td>Other</td>
<td>29</td>
<td>29</td>
<td>65</td>
<td>85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>222</strong></td>
<td><strong>389</strong></td>
<td><strong>787</strong></td>
<td><strong>1,420</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Animal Outcomes</th>
<th>MAY 2020</th>
<th>MAY 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted</td>
<td>41</td>
<td>68</td>
<td>213</td>
<td>349</td>
</tr>
<tr>
<td>Died</td>
<td>4</td>
<td>6</td>
<td>5</td>
<td>14</td>
</tr>
<tr>
<td>Euthanized</td>
<td>80</td>
<td>180</td>
<td>379</td>
<td>624</td>
</tr>
<tr>
<td>Other</td>
<td>6</td>
<td>10</td>
<td>39</td>
<td>40</td>
</tr>
<tr>
<td>Returned to Owner</td>
<td>42</td>
<td>49</td>
<td>131</td>
<td>255</td>
</tr>
<tr>
<td>Transfer</td>
<td>19</td>
<td>49</td>
<td>40</td>
<td>161</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>192</strong></td>
<td><strong>362</strong></td>
<td><strong>807</strong></td>
<td><strong>1,443</strong></td>
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</table>

### Field Activities - Calls for Service by Type

<table>
<thead>
<tr>
<th>Activity</th>
<th>MAY 2020</th>
<th>MAY 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist</td>
<td>8</td>
<td>11</td>
<td>57</td>
<td>29</td>
</tr>
<tr>
<td>Dead</td>
<td>1</td>
<td>3</td>
<td>12</td>
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<tr>
<td>Emergency</td>
<td>23</td>
<td>33</td>
<td>122</td>
<td>118</td>
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<tr>
<td>Investigation</td>
<td>498</td>
<td>566</td>
<td>2,267</td>
<td>3,254</td>
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<tr>
<td>Other</td>
<td>13</td>
<td>0</td>
<td>27</td>
<td>4</td>
</tr>
<tr>
<td>Owned</td>
<td>7</td>
<td>3</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>Rescue</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Routine Patrol</td>
<td>42</td>
<td>28</td>
<td>123</td>
<td>116</td>
</tr>
<tr>
<td>Stray</td>
<td>216</td>
<td>402</td>
<td>1,092</td>
<td>1,535</td>
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<tr>
<td>Transport</td>
<td>11</td>
<td>61</td>
<td>174</td>
<td>306</td>
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<tr>
<td>Wild</td>
<td>136</td>
<td>109</td>
<td>370</td>
<td>374</td>
</tr>
<tr>
<td>Extra Service</td>
<td>61</td>
<td>52</td>
<td>248</td>
<td>261</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,019</strong></td>
<td><strong>1,269</strong></td>
<td><strong>4,754</strong></td>
<td><strong>6,018</strong></td>
</tr>
</tbody>
</table>
## Field Activities - Calls for Service by Jurisdiction

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>MAY 2020</th>
<th>MAY 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartonville</td>
<td>12</td>
<td>33</td>
<td>124</td>
<td>204</td>
</tr>
<tr>
<td>Bellevue</td>
<td>12</td>
<td>7</td>
<td>44</td>
<td>30</td>
</tr>
<tr>
<td>Brimfield</td>
<td>4</td>
<td>0</td>
<td>10</td>
<td>18</td>
</tr>
<tr>
<td>Chillicothe</td>
<td>41</td>
<td>62</td>
<td>117</td>
<td>299</td>
</tr>
<tr>
<td>City of Peoria</td>
<td>767</td>
<td>878</td>
<td>23,351</td>
<td>4,346</td>
</tr>
<tr>
<td>Unincorporated</td>
<td>87</td>
<td>161</td>
<td>455</td>
<td>539</td>
</tr>
<tr>
<td>Dunlap</td>
<td>13</td>
<td>10</td>
<td>50</td>
<td>76</td>
</tr>
<tr>
<td>Elmwood</td>
<td>1</td>
<td>2</td>
<td>7</td>
<td>10</td>
</tr>
<tr>
<td>Glasford</td>
<td>6</td>
<td>9</td>
<td>33</td>
<td>43</td>
</tr>
<tr>
<td>Hanna City</td>
<td>3</td>
<td>7</td>
<td>16</td>
<td>52</td>
</tr>
<tr>
<td>Kingston Mines</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Mapleton</td>
<td>1</td>
<td>4</td>
<td>14</td>
<td>23</td>
</tr>
<tr>
<td>Norwood</td>
<td>3</td>
<td>5</td>
<td>21</td>
<td>6</td>
</tr>
<tr>
<td>Out of County</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>Peoria Heights</td>
<td>32</td>
<td>59</td>
<td>113</td>
<td>236</td>
</tr>
<tr>
<td>Princeville</td>
<td>8</td>
<td>1</td>
<td>14</td>
<td>24</td>
</tr>
<tr>
<td>Tazewell County</td>
<td>5</td>
<td>5</td>
<td>23</td>
<td>28</td>
</tr>
<tr>
<td>West Peoria</td>
<td>23</td>
<td>23</td>
<td>107</td>
<td>167</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,019</strong></td>
<td><strong>1,269</strong></td>
<td><strong>4,506</strong></td>
<td><strong>6,100</strong></td>
</tr>
</tbody>
</table>
Significant Events (Incident Reports)

- **COVID-19**
  - EOC Activation with briefings held every other week
  - Disaster Declaration Issued – 03/18/2020
  - Daily Situational Reports submitted to IEMA effective 03/18/2020
  - COVID-19: Peoria Co./City of Peoria Emergency Operations Center Activation – 03/04/2020
    - EOC Briefs – 05/29/2020, 06/12/2020
  - COVID-19: IDPH Situational Update – 05/20/2020, 05/27/2020, 06/03/2020, 06/10/2020, 06/17/2020
  - COVID-19: IDPH Peoria Regional Call – 05/22/2020, 05/29/2020, 06/04/2020, 06/11/2020
  - COVID-19: IEMA Deputy Director Update – 05/22/2020, 05/29/2020, 06/05/2020, 06/12/2020
- **Peoria Co. Weather Spotter Activation on the following dates:**
  - 05/14/2020 – High Wind Event
    - Observed and reported damage to Peoria Co. Highway Facility to National Weather Service – Lincoln. NWS determination was no tornado
  - 05/25/2020 – Received reports of standing water in road and mudslides – reported to NWS- Lincoln
  - 05/28/2020 – Severe Weather – report in Dunlap of what the NWS-Lincoln called a land spout
- **Peoria Co. Spring Flood:**
  - Daily Situational Reports submitted to IEMA effective 05/18/2020 until 06/12/2020
- **2020 Civil Unrest**
  - Daily Situation Reports submitted to IEMA effective 06/02/2020 thru 06/11/2020
  - In process of obtaining and submitting requested documentation to IEMA regarding Public Assistance

Meeting Attendance

- Regional Healthcare Coordinating Center (RHCC) Call – 06/05/2020
- Central Illinois Coalition Active in Response Planning (CIL-CARP) Advisory Council Call – 06/16/2020

Drill/Exercise Participation

- Initiated monthly Outdoor Warning Siren Test
Training Attendance

- NA

Grant Management

- Complex Coordinated Terrorism Attack (CCTA Grant)
  - Initiated a termination of the grant contract due to changes in staffing with County agencies and community partners

Equipment Status

- Siren #2011 Farmington Rd. – replaced blown fuse
- Siren #3005 Chillicothe Water Tower – one bad speaker; waiting for repair
- Siren #3020 Hendrix Manor – replaced batteries
- Siren #4027 Bartonville South Jefferson – replaced a bad amp

Facilities

- NA

Outreach

- NA

Misc.

- NA

County EMA Strategic Plan

- NA
June 18, 2020

Mr. Paul Rosenbohm  
Chairman  
Public Safety & Justice Committee

Honorable Paul P. Gilfillan  
Chief Judge of the Tenth Judicial Circuit

Dear Chairman Rosenbohm & Chief Judge Gilfillan,

Please consider this the monthly report for the Public Defender’s Office of Peoria County for the month of May 2020. The Public Defender’s Office continues to serve the needs of indigent individuals in Peoria County charged with crimes and facing possible jail time and/or the potential loss of parental rights, including handling all appeals arising from adjudications seeking to terminate parental rights.

The data below, from May, will largely be unchanged between the months as court proceedings were interrupted and suspended for most of that time period. Additionally, since there were very few first appearances, a vast majority of newly-filed cases have not yet been assigned to this office. I anticipate that numbers will become more volatile over the next 4-6 months as cases are assigned to the public defender and cases are addressed in a more routine fashion allowing quicker resolution of new and pending matters.

### May 2020 Public Defender Statistical Data

<table>
<thead>
<tr>
<th>Division</th>
<th>Pending Case Total (Mar. 2020)</th>
<th>Pending Case Total (April 2020)</th>
<th>Pending Case Total (May 2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felony</td>
<td>494</td>
<td>505</td>
<td>502</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>908</td>
<td>912</td>
<td>841</td>
</tr>
<tr>
<td>DUI</td>
<td>341</td>
<td>341</td>
<td>340</td>
</tr>
<tr>
<td>Traffic</td>
<td>3942</td>
<td>3946</td>
<td>3946</td>
</tr>
<tr>
<td>Juvenile Abuse &amp; Neglect</td>
<td>520</td>
<td>520</td>
<td>501</td>
</tr>
<tr>
<td>Juvenile Delinquency</td>
<td>211</td>
<td>194</td>
<td>176</td>
</tr>
<tr>
<td>Drug Court</td>
<td>42</td>
<td>42</td>
<td>44</td>
</tr>
<tr>
<td>Mental Health Court</td>
<td>40</td>
<td>40</td>
<td>28</td>
</tr>
<tr>
<td>Veteran’s Court</td>
<td>6</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Post-Conviction</td>
<td>50</td>
<td>50</td>
<td>52</td>
</tr>
</tbody>
</table>
I appreciate the opportunity to serve you and the County and please do not hesitate to contact me with questions or for discussion.

Very Truly Yours,

Nathan R. Bach
ISSUE: Peoria County Court Administration has entered into a new Intergovernmental Agreement with IL Department of Healthcare and Family Services to continue to operate the Access and Visitation Program for the period of July 1, 2020 – June 30, 2021.

BACKGROUND/DISCUSSION:

Effective July 1, 2020, the Tenth Judicial Circuit Court entered into a new Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services to provide access and visitation services to non-married parents, where court-ordered, for the resolution of visitation and custody-related disputes for the period of July 1, 2020 through June 30, 2021 in the amount of $50,000.00. Funds available under this agreement originate from the U.S. Department of Health and Human Services’ Child Support Enforcement Program (CFDA#93.597). This new Agreement may be renewed by agreement of both parties for additional periods upon written notification of such intent. In no event shall the total of the initial term and any renewal terms of the Agreement exceed four (4) years.

This is a reimbursement grant, so revenues will be equivalent to expenses. No budget amendment is necessary as enough funding has already been appropriated. This agreement provides funding for one part-time mediator who conducts mediations in both Peoria and Tazewell County. No matching funds are required by the County.

COUNTY BOARD GOALS:
CONTRACT APPROVAL DOCUMENT

Procurement Tracking # 2021-55-024-C

The attached (select one) contract with (Enter Contractor’s Name below)

Tenth Judicial Circuit - Peoria County Access and Visitation

in the amount of $50,000.00 for FY 2021 is approved.

Barb Radtke
Bureau Chief (or equivalent) signature
5-19-2020 Date

Mary Bartolomucci
Division Administrator printed name

Deputy / Assistant Director signature

Deputy / Assistant Director printed name

Division of Finance signature

Michael P. Casey
Division of Finance printed name
20 MAY 2020 Date

The contract is subject to the CMS Procurement Business Case process. Yes ☑ No ☐

All applicable approvals have been obtained by the Department. Yes ☑ No ☐

If the contract equals or exceeds $250,000 in a fiscal year, or the amendment or renewal results
in a contract that equals or exceeds $250,000 in a fiscal year, the following signatures are needed:

Chief Legal Counsel signature

Chief Legal Counsel printed name

Chief Fiscal Officer signature

Chief Fiscal Officer printed name

HFS 3305B (R-1-17)
**State of Illinois**  
**Healthcare and Family Services**  
**Procurement Justification Form**  
**Theresa Eagleson, Director**  
**Project Title: Access and Visitation Intergovernmental Agreement**  
**Agency Reference Number: 2021-55-024-PJF**  

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Procurement End User</strong></td>
<td><em>Child Support</em></td>
</tr>
<tr>
<td><strong>Type Code:</strong></td>
<td><em>General Services</em></td>
</tr>
<tr>
<td><strong>Procurement Approach</strong></td>
<td><em>Intergovernmental Agreement</em></td>
</tr>
<tr>
<td><strong>Master Contract Number (If applicable):</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Estimated Initial Start Date</strong></td>
<td>7/1/2020</td>
</tr>
<tr>
<td><strong>Estimated Initial End Date</strong></td>
<td>6/30/2021</td>
</tr>
<tr>
<td><strong>Number of Renewals/Number of Renewals Remaining</strong></td>
<td>1 year / 3 renewals remain</td>
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<tr>
<td><strong>Estimated Value</strong></td>
<td>$337,750.00</td>
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<td><strong>Renewal Value</strong></td>
<td>$1,013,750.00</td>
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<tr>
<td><strong>Appropriation Code by Fiscal Year</strong></td>
<td>757-47855-1900-00-00</td>
</tr>
<tr>
<td><strong>Detail Object Code</strong></td>
<td>1245</td>
</tr>
<tr>
<td><strong>Potential for Small Business Set Aside:</strong></td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Contract for legal Related Services:</strong></td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Potential for BEP Participation Goal:</strong></td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>BEP Percentage if applicable:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**V.18.3 2021-55-024-PJF**
Central Management Services
Procurement Justification Form

Procurement Justification
Programmatic Objective

The Illinois Department of Healthcare and Family Services, Division of Child Support Services seeks to enter into new Intergovernmental Agreements with the Chief Judge of the Circuit Court of Cook County (Cook County), Human Resources for DuPage County (DuPage County), the Tenth Judicial Circuit (Tenth Judicial Circuit), the Nineteenth Judicial Circuit Court (Nineteenth Judicial Circuit) and the Twentieth Judicial Circuit Court (Twentieth Judicial Circuit) to facilitate access and visitation program services for never-married parents and their children for FY21. The term of the IGA shall be from 7/1/20 through 6/30/21 with three (3) additional one-year renewal options.

Describe what it is that you intend to procure (software, hardware, services, maintenance, etc.) including quantity if relevant. Describe business need for the procurement, and how the procurement will meet objectives of your agency and the State. Please make sure to spell out acronyms. Explain the potential consequences if this procurement is not approved. If other than one-time purchase, explain solicitation method, pricing structure (hourly, per item, not-to-exceed, etc.).

Economic Justification

The budget for FY21 is $337,750.00. The proposed FY21 budget estimates for the five agreements are as follows:

<table>
<thead>
<tr>
<th>County/Municipality</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cook County</td>
<td>$97,000.00</td>
</tr>
<tr>
<td>DuPage County</td>
<td>$102,000.00</td>
</tr>
<tr>
<td>Tenth Judicial Circuit</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Nineteenth Judicial Circuit</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Twentieth Judicial Circuit</td>
<td>$38,750.00</td>
</tr>
</tbody>
</table>

The costs associated with these Agreements are eligible for the Federal Access & Visitation Grant match rate of 90%.

Describe the economic benefit for the procurement approach selected and anticipated return on investment. Describe consequences if different method is used to procure good or service. Indicate any additional procurement expenditures that will be processed separately in support of, or in conjunction with, this procurement including such items as implementation, installation, increased maintenance or support, etc. If method other than solicitation, indicate price breakout including hourly rate if applicable.
History/Background

HFS, Division of Child Support Services received a federal grant award from the Office of Child Support Enforcement (OCSE) to provide for Access and Visitation Program services under 2018-55-024. Services have been satisfactory for all IGAs. HFS is now seeking a new IGA for FY21 with three (3) additional one year renewal options.

State how business need is currently being met, if applicable. Indicate if this is a new initiative, replacement or expansion of existing system or contract, or a continued need which is procured yearly or quarterly, etc. If renewal or amendment, indicate Purchase Order # of previous procurement and contract term of existing contract. If replacing previous contract, explain if contract expired with no renewal options remaining, or choosing not to execute remaining renewal, and why. If bid in previous years, indicate the procurement approach used, any changes to previous solicitation requirements, and the results of previous bid (were there multiple bids?) Indicate if procurement is subject to Small Business Set-Aside, Business Enterprise Program or Veteran’s Business Program and, if yes, whether a waiver will be sought.

Impact if Project is Not Completed

If HFS does not enter into IGAs with the Access & Visitation Program, the criteria for the OSCE grant would not be met; the Department would be required to terminate the OCSE grant, and it would be at risk for loss of federal funding.

What Special Condition, if Any, is Applicable to Your Procurement? Select One: None

NONE

Please Explain:

Provide the explicit rationale for brand name, (such as system compatibility, TCO maintenance costs, existing expertise). Detail emergency criteria permitted by the Illinois Procurement Code. Give detailed rationale for emergency procurement. Provide explicit rationale for no-bid award for the State Use program and detail cost differential for using State Use vendors for the life of the program. Be as specific as possible.
Reviewed By:

This procurement request has been reviewed by the Division of Finance, Office of Inspector General, Office of General Counsel, Office of Procurement Management, and Division of Child Support Services. All comments received have been addressed or incorporated.

Reviewed and Approved By:

Barb Radtke, Acting Assistant Administrator

Mary Bartolomucci, Acting Division Administrator

Michael Casey, Administrator Division of Finance

Director's Action:

☐ I approve to proceed with this procurement.

☐ I request additional information on this procurement.

☐ I do not approve this procurement.

Theresa Egleston, Director

V.18.3

2021-55-024-PJF
State of Illinois
Intergovernmental Agreement
between
Illinois Department of Healthcare and Family Services
and
Tenth Judicial Circuit Court
Agreement No. 2021-55-024-IGA C

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 Tenth Judicial Circuit Court (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 services to provide an Access and Visitation Program;

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 93.597.

ARTICLE 2 — TERM AND SCOPE
2.1 Term. The term of this Agreement shall be from July 1, 2020 through June 30, 2021, unless the Agreement is otherwise terminated as set forth herein.

2.2 Renewal. This Agreement may be renewed by agreement of both parties for additional periods upon written notification of such intent. In no event shall the total of the initial term and any renewal terms of the Agreement exceed four (4) 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 Appropriation; Sufficiency 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 contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or 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 the date of the written notice unless otherwise indicated.

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; 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.

Contractor: Rena' Parker, Court Administrator
Peoria County Courthouse
324 Main Street, Room 215
Peoria, IL 61602-1363
Telephone: 309.672.6088
Email: RParker@peoriacounty.org

Department: Irene Curran
Division of Child Support Services
36 South Wabash Avenue, 8th Floor
Chicago, Illinois 60603
Telephone: 312.814.4250
Email: Irene.Curran@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 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 Provide access and visitation services to non-married parents where ordered by the Tenth Judicial Circuit Court for mediation services for the resolution of visitation and custody-related disputes including but not limited to the following listed services: a, b, c, ... Mediation services shall be provided by certified mediators.
   a. Mediation - The process whereby parents, with the help of a skilled and neutral mediator, can negotiate their differences. Mediation can help parents articulate their positions in a way that helps them reach their own resolution of their differences.
   b. Assessment - A means of examining a parents' needs in areas such as health, education, employment and parenting skills. This may include referral.
   c. Parenting education - This education can help give parents a basic framework for understanding the process and facing the challenges posed as their case moves through the legal system. Parenting education also can help parents understand and prepare for the effects their decisions will have on their lives and the lives of their children.
   d. Parenting Plans - Plans means a written description of the parental decision-making, parenting time, and residential arrangements that parents who do not live together agree upon for their children, which may include an assessment and referral.
   e. Supervised visitation and neutral drop off sites. A safe environment where an impartial third party controls the visitation activity.

5.3.2 Provide the Department with a Monthly Report no later than the fifteenth (15) day of the following month of the activity being reported.
5.3.2.1 Monthly Reports shall include the following information for referred clients:
   a. child support payment history of participants;
   b. number of families participating, the number of children, the type of services provided, and the time period of the participants’ involvement;
   c. demographic information on participating families including wage, educational level and occupation of both parents, and age and sex of each child;
   d. number of families who require further enforcement or drop out of the program and at what point of service either of these events occur;
   e. number of families moving from supervised to unsupervised visitation; and
   f. number of families completing specified services.

5.3.2.2 Monthly Reports shall be mailed to:
Irene Curran, Contract Manager
Division of Child Support Services
36 South Wabash Avenue, 8th Floor
Chicago, Illinois 60603

5.3.2.3 Failure to provide Monthly Reports as indicated will result in the withholding of payment (Section 6.3.3).

5.3.3 Submit an acceptable Final Report to the Department, which shall be due within thirty (30) days after the conclusion of the Agreement term, per Article 2.

5.3.3.1 Final Report shall include the following information:
   a. A program narrative and overview of the access and visitation program implementation for the term of the Agreement, including information reported in Section 5.3, above; and
   b. A statement of services rendered during the term of the Agreement.

5.3.3.2 Final Report shall be mailed to:

   Irene Curran, Contract Manager
   Division of Child Support Services
   36 South Wabash Avenue, 8th Floor
   Chicago, Illinois 60603

5.3.3.3 Failure to provide a Final Report as indicated will result in the withholding of payment (Section 6.3.3).

5.3.4 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:

5.3.4.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

5.3.4.2 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 Agreement. 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 Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

5.3.4.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

5.3.4.4 No work involving returns and return information furnished under this Agreement will be subcontracted without prior written approval of the IRS.

5.3.4.5 The Contractor will maintain a list of employees with authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.

5.3.4.6 The Contractor will provide evidence, upon request, of compliance with the managerial, operational, and technical controls provided in IRS Publication 1075 (http://www.irs.gov/pub/irs-pdf/p1075.pdf).

5.3.4.7 The Agency 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 pay the Contractor pursuant to Article 6 of this Agreement for its 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.

5.5 Joint Obligations. Identifying information contained in the databases of both parties which are subject to the confidentiality provisions of federal and state statutes, rules and regulations. When confidential information is exchanged, the following rules shall apply: 1) the confidential nature of the information must be preserved; b) the information furnished must be used only for the purposes for which it was made available; c) assurance must be given that the proper steps shall be taken to safeguard the information; d) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute; e) agree that the data access shall be limited to the minimum extent necessary to accomplish a proper government purpose; and (f) the data shall be transmitted between the Parties in a secure and encrypted format.

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:

i. Title IV-D of the Social Security Act, 42 USC section 651 et seq.
ii. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
iii. 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.
v. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
vi. 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 $50,000. Contractor’s budget (Appendix A) as approved by the Department is set forth in the Appendix 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. Reports shall meet the following requirements:

6.2.1 All record keeping shall be in accordance with sound accounting standards.

6.2.2 The Contractor shall sign and submit to the Department reports of actual expenditures fifteen (15) calendar days following the month of such expenditures. The monthly reports shall include a signed statement certifying that 100% of the employee expenditures submitted were dedicated to the Access and Visitation Program, pursuant to 2 CFR part 225/A-87. The Department will authorize payment to the 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
6.2.3 The 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, the 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. The Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by the 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 the 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 the Contractor. The Department will reimburse the Contractor for any underpayment of such finally determined expenditures and the 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 under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department 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 the 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 furniture and equipment of at least $100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within ten (10) business days for Electronic Data Processing
(EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of $25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than $25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.

6.3.10 The 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, etc.) for all equipment under this or any Agreement between the parties.

6.3.11 Each local Contractor's Office will be connected to the KIDS system via the Department's Child Support data circuit installed to the County facility. The 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, the Contractor will work with the Department's technical staff to allow these solutions to be used for the Department's provided connections at the 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 approved travel expenses will be made by the Department in accordance with the Department's Employee Travel regulations. Requests for travel expenses must be approved prior to the travel dates to be eligible for reimbursement.

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 1st each year must be presented to the Department no later than August 5 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5 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 overpayment(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

7.4.2 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

7.4.3 Audit Requirements.
A. This Paragraph applies to Grantees that are not "for-profit" entities.
B. Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days...
after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

C. Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 7.4.3(b) and 7.4.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 6 months after the end of the Grantee’s audit period.

7.4.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 430/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

7.4.5 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

7.4.6 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.** Personally identifiable information maintained by both Parties is subject to the confidentiality provisions of Federal and State statutes, rules and regulations, including, but not limited to, Title XIX of the Social Security Act (42 USC 1396 et seq.). When personally identifiable information is exchanged or shared by Contractor and HFS, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The release of personally identifiable information, data or records by either Party and/or their respective staff to any unauthorized person may subject HFS or Contractor and their respective staff to criminal and/or civil penalties as imposed by law.
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 Department’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’s staff, Contractor’s subcontractors, Department employees or Department’s contractor. Contractor shall make this report within three days of 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, the 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. The Contractor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes the Contractor or 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, 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 Agreement without having obtained the Department’s prior approval. For purposes of this Article, “equipment” shall include any product, tangible and non-tangible, used solely in Contractor’s performance under this Agreement 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 the Department’s Electronic Data Processing (EDP) and Non-EDP equipment. The Contractor shall submit inventory reports no later than thirty (30) calendar days after the receipt to the Department 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 Excluded Individuals/Entities. Contractor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Agreement and at least annually thereafter, by:

8.5.1 Requiring that current or prospective employees, contractors or sub-contractors to disclose whether they are Excluded Individuals/Entities; and
8.5.2 Reviewing the list of sanctioned persons maintained by the Department’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/).

8.5.3 For purposes under this section, “Excluded Individual/Entity” shall mean a person or entity which:

8.5.3.1 Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles IV, XVIII, XIX, XX or XXI of the Social Security Act;

8.5.3.2 Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or

8.5.3.3 Has been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity within the last ten (10) years.

8.5.4 Contractor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual/Entity and shall 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 Agreement.

8.7.2 Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in 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 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 (PA 93-0307).

8.7.7 Contractor 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 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 Contractor 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 **Non solicitation 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

By: [Signature]
Theresa Eagleson, Director
Date: 5/21/20

TENTH JUDICIAL CIRCUIT COURT

By: [Signature]
Rena’ Parker, Court Administrator
Date: 5/12/2020
APPENDIX A

TENTH JUDICIAL CIRCUIT COURT BUDGET
JULY 1, 2020 THROUGH JUNE 30, 2021
Individual Line Item Amounts Are Estimated

<table>
<thead>
<tr>
<th>Personnel Services</th>
<th>SFY 21 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-time Employee Salaries &amp; Fringe Benefits</td>
<td>$48,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL PERSONNEL SERVICES</strong></td>
<td>$48,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non - Personnel Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual Services</td>
<td>$1,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL NON-PERSONNEL SERVICES</strong></td>
<td>$2,000</td>
</tr>
</tbody>
</table>

|                                                   |               |
| PERSONNEL SERVICES SUBTOTAL                     | $48,000       |
| NON PERSONNEL SERVICES SUBTOTAL                 | $2,000        |
| **GRAND TOTAL**                                 | **$50,000**   |
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: TENTH JUDICIAL CIRCUIT COURT

C. Contractor’s Taxpayer Identification Number:

   Social Security Number (SSN): ________________________________
   or
   Employer Identification Number (EIN): 37-60001763

(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):

   ___ Individual             ___ Governmental
   ___ Sole Proprietor       ___ Nonresident alien
   ___ Partnership/Legal Corporation ___ Estate or trust
   ___ Tax-exempt           ___ Pharmacy (Non-Corp.)
   ___ Corporation providing or billing ___ Pharmacy/Funeral
      medical or health care services ___ Home/Cemetery (Corp)
   ___ Corporation NOT providing or ___ Other:
      billing medical or health care services

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

[Signature]
Rena’ Parker, Court Administrator

[Signature]
Date 5/12/2020
ISSUE: FY’20 Budget Amendment for Tenth Judicial Circuit Online Dispute Resolution Grant

BACKGROUND/DISCUSSION:

The Tenth Judicial Circuit of Illinois was awarded a grant from the American Arbitration Association–International Centre for Dispute Resolution Foundation® (AAA-ICDR Foundation®), to expand and enhance Peoria County’s current Online Dispute Resolution (ODR) Program. The $25,000 grant covers the period of July 1, 2020 through June 30, 2021. The Foundation is a separate 501(c)(3) not-for-profit organization from the AAA and is able to solicit donations and provide grants to fund a range of worthy causes that promotes the Foundation’s mission of expanding the use of alternative dispute resolution (ADR), improving the process, increasing access to ADR for those who cannot afford it, and sharing knowledge across different cultures.

Peoria County currently only offers ODR in family court. This grant will allow us to begin an ODR program in civil court, specifically small claims and landlord-tenant, amongst others, and potentially traffic court throughout the entire 10th Circuit. After a case has been filed, self-represented litigants will be able to use an online platform to negotiate with the other party and arrive at an agreement, possibly without ever requiring a court appearance. This grant will pay the ODR fee, making this a free service available to parties who have chosen to represent themselves. It will be available online 24/7 and reduce traffic within the courthouse. For those cases in which a negotiated agreement is not reached, a court appearance will be set in front of the judge.

This grant covers 100% of the costs for each litigant to utilize the ODR online platform. All of the grant funds are budgeted for contractual expenses, so there is no personnel or fringe benefit costs included. Indirect costs of 10% ($2,500) were also written into the grant to defray overhead such as administrative and occupancy costs. A FY’20 budget amendment is necessary because we were not notified of our grant proposal acceptance until April 2020.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:
Approval for a FY20 Budget Amendment to recognize $25,000 in spending authority and revenues for Court Administration.

COMMITTEE ACTION:

PREPARED BY: Jennifer Shadid, Assistant Court Administrator
DEPARTMENT: Court Administration
DATE: June 15, 2020
Tenth Judicial Circuit of Illinois Online Dispute Resolution (ODR) Program

AAA-ICDR Foundation 2019-2020 Funding Process

Peoria County Court Administration

Rena’ Parker
324 Main St.
Rm. 215
Peoria, IL 61602
rkparker@peoriacounty.org
O: 309-672-6066

Jennifer Shadid
324 Main St.
Rm. 215
Peoria, IL 61602
jmshadid@peoriacounty.org
O: 309-677-6230
Application Form

Proposal Summary

Project Name*
Name of Project.

Tenth Judicial Circuit of Illinois Online Dispute Resolution (ODR) Program

Grant Amount Requesting
What is being requested from the Foundation?
$25,000.00

Grant Start Date (Suggested July 1 based on time needed to finalize grant agreements)
07/01/2020

Grant End Date
06/30/2021

Association
Please list all individuals directly associated with this grant application and all organizations those individuals are professionally affiliated with:

The Administrative Office of Illinois Courts (the administrative arm of the IL Supreme Court) will be responsible for reviewing and approving rules we develop for this program. Other than the ODR vendor, all individuals integral to the success of the proposed project are employed by the Tenth Judicial Circuit.

Executive Summary (Short Version)
Please provide a high level description of the purpose of the grant funds including deliverables and impact.

These grant funds will be used to expand and enhance the Tenth Judicial Circuit of Illinois’ new Online Dispute Resolution (ODR) program.

Purpose of Grant (Long Version)
Please provide brief description of the project goals and expected impact of work.

The goals of this project will be to expand the current ODR program into more case types and throughout all five counties in the Tenth Circuit. Three of the five counties are in rural areas which share one judge, so allowing litigants to negotiate and perhaps mediate their case from home, would be ideal. We would also like to expand it to other case types, such as divorce, family and small claims. This service would greatly improve the courts’ access to justice and the unrepresented population. We have no civil mediation or arbitration process, so these grant funds would expedite simple cases that don’t require a judge to negotiate. By
expanding the program, we envision it developing into a formal court program in which members of the 
judiciary can attend ODR training conferences and work together to make it a success. Funding will also be 
used for counties within the circuit that do not have an in-house IT department capable of setting up the ODR 
application.

ADR Process
Mediation/Nonbinding Processes (e.g. mediation, facilitation, restorative justice, etc.)

If you selected Other for your ADR Process, please designate below:

Type of Project
Delivery of ADR Services
Education/Training
Online Dispute Resolution

If your selected Other for Type of Project, please designate below:

Population Served
Court
Diversity and Inclusion in ADR
Vulnerable/Underserved/Indigenous Populations

If you selected Other for Population Served, please designate below:

Geographic Area
United States/State
Rural
Urban

If you selected International/Country for Geographic Area, please designate country
If you work in multiple countries, please separate countries by semi-colon.

Organization/Project Description and History

Organizational History*
The organizational history should include the history of the organization/project and its structure, and information about what and who will be involved in carrying out the activities that will be funded by the requested grant. Please include any major accomplishments and relevant experience that makes your organization/project an appropriate grantee.

The Tenth Judicial Circuit of Illinois includes the counties of Marshall, Peoria, Putnam, Stark and Tazewell, of which its "home office" is in the Peoria County courthouse. Peoria County is the 12th most populated county in Illinois and is situated along the Illinois River midway between Chicago and St. Louis. Based on the 2010 U.S. Census, the current population of Peoria County is 186,494. Of this, 62% reside in the City of Peoria. Tazewell county is the next largest at 135,392, with 25% residing in its county seat located in the city
of Pekin. While Peoria and Tazewell are a mix of urban and rural, the three other counties ("northern counties") combined population is less than 25,000 and are all rural.

While Chicago has many not-for-profit dispute resolution centers for pro se litigants with limited access to the justice system, the Tenth Circuit has none. There is an approved list of mediators for the Tenth Circuit, however only a limited number are done pro bono and mediation is only for domestic relation cases. Therefore, in 2017, per the judges' request, Peoria County started researching online dispute resolution programs. Tyler Technologies' Modria platform was the vendor selected, since Peoria had been using Tyler's Odyssey case management system since 2013. Modria is fully integrated with Odyssey and the State of Illinois' relatively new statewide e-filing system.

Peoria County chose to first focus on using ODR to create parenting plans in divorce cases in which both parties were SRLs. We worked closely with Modria's program development staff, to configure an ODR platform in which self-represented litigants (SRL) could draft a parenting plan, negotiate the terms, and work with an online mediator, if necessary. An Administrative Order was written and request for approval of this new program was submitted to the Administrative Office of IL Courts (AOIC).

In September 2019, the Tenth Circuit was the FIRST JURISDICTION approved by the Illinois Supreme Court to pilot an ODR program. The focus of this pilot was for mandatory child custody mediations in marital dissolution cases, and specifically for self-represented litigants and indigent parents. The first divorce case was sent to ODR in October 2019 and has had a 40% success rate so far.

The purpose of this grant request would be to expand ODR into more case types, such as small claims, and to other counties within the Tenth Circuit.

**Partnerships/Relationships**

Please include any important established partnership and relationships that will be critical to carrying out the activities funded by the grant. Please explain if partnerships are currently established or in formation.

The Administrative Office of the Illinois Courts, (AOIC) on behalf of the IL Supreme Court, manages and coordinates communications with court stakeholders on matters that impact the Illinois Courts and judicial system. The Tenth Circuit works closely with the AOIC and must receive approval for all court programs. In the fall of 2019, the Illinois Supreme Court released its first ever long-term statewide Strategic Agenda for the judicial branch. Included in this agenda is the newly formed (1) mission of the IL Judicial Conference, which is to "protect the rights and liberties of all by providing equal access to justice, resolving disputes, and upholding the rule of law pursuant to the powers and duties entrusted to us by the Illinois Constitution" and (2) vision of the IL Judicial Conference, which is "to be trusted and open to all by being fair, innovative, diverse, and responsive to changing needs". Expanding our ODR program is directly aligned with the Illinois Judicial Branch’s strategic agenda. It will improve and expand services and resources for SRL litigants and promote and enhance remote access to court services.

As outlined in the ODR pilot approval received from the AOIC, ODR is just one example of innovative technology that will support the goals of the approved 2019-2022 Illinois Judicial Branch Strategic Agenda. As such, the Illinois Judicial Conference (IJC) is also interested in studying our program to determine if ODR is a viable option to be fostered and expanded to more circuits in Illinois. Being on the forefront of ODR in the state of Illinois, we are very excited to expand into other case types and develop it into a structured, informative and convenient program for the citizens of the Tenth Judicial Circuit of Illinois. This grant would pay for the ODR vendor fees of $25 per party, registration and travel expenses for ODR-focused trainings, and perhaps compensation for online mediators or facilitators. We have already passed one hurdle by obtaining IL Supreme Court approval for dissolution cases and we are committed to continuing the expansion of ODR within the Tenth Circuit.
### Background

**Background***

Provide an explanation of the problem, opportunity, or issue that is the conceptual foundation for the need for this proposal that will be funded by the requested grant. It should provide evidence that the proposed project will contribute to a solution, reduce the harmful impact of the problem, or create a substantive, positive result. It should highlight how it matches the Foundation’s mission. It is important that this section explains why your program should be funded over others.

The Tenth Circuit has no civil mediation or arbitration program. Small claims cases, despite the size and complexity, are all treated the same. Peoria County does not have a dedicated small claims courtroom.

All small claims cases with SRLs are divided between two courtrooms that each also handle Law and Law Magistrate cases. Many of the L and LM cases are complex and require trials which are difficult to schedule due to the numerous small claims cases already on the docket. In 2019, approximately 68% of the 1,800 small claims cases filed in Peoria County were for claims of $2,500 or less. This leads to a busy docket and a longer duration between subsequent court hearings. Whatever negotiation may be going on between the parties outside of court (and sometimes during court) can be hostile, emotional and anti-productive.

This grant would enable us to implement a civil ODR program, in which some of these small claims cases could be negotiated, and possibly mediated, in a non-hostile and convenient manner for both parties.

There is no where else for SRLs in the Tenth Circuit to be assisted throughout a small claims case.

This grant would support AAA-ICDR Foundation’s mission in that it would assist in tailoring our current ODR system to meet the needs of small claims cases, increase SRL’s access to justice by offering a guided interview to walk them through the negotiation process at a time convenient with their schedule, and manage and resolve conflicts faster and easier.

### Project Information

**Project Description***

The project description should give a detailed description of the project that will be funded by the requested grant including goals, impact and timing. This description should explain the goals of the project, how they will be achieved and measured. A useful structure is to break the project down into component goals. Use each goal as its own heading and under each goal heading, list and describe the activities to be funded to achieve that goal and how achievement of that goal will be measured or defined.

**Goals = a professional and well-respected ODR program**

Funded activities = Part of the grant would be used for training and educational resources for the judges and the court administrators. ODR is a brand new concept in the state of Illinois and a well structured program will require training and ongoing education to stay relevant.

Achievement = Achievement will be measured by how satisfied our citizens are with the ODR program and how many other jurisdictions want to model there’s after ours. Since obtaining Supreme Court authorization for marriage dissolution ODR, we have been contacted by several other counties wanting to conduct a similar pilot. We would like to take the lead on the expansion of ODR to other case types and courts within our jurisdiction.

**Goals = efficient case management and reduced time to disposition**

Funded activities = The grant would be used to pay the $25 fee charged to each party by the ODR vendor (Modria). At $50 per case, the use of ODR could eliminate multiple court hearings and lengthy trials which
cause the judge to have less time to devote to more complex matters. Funding could also be used for online mediators or facilitators, should the parties fail to negotiate their own settlement. Tyler’s Modria product has out-of-the-box resolution flows and supports the mediation process, should it be necessary.

Achievement = Achievement will be defined by the number of cases which result in successful negotiations during the ODR process, a reduced time to disposition for small claims cases and a reduced time to disposition for L and LM cases going to trial.

Goal = convenient, affordable and easy to use system (patron satisfaction)
Funded activities = The grant would pay the SRL parties’ participation in the ODR process.
Achievement = Achievement will be measured by the number of satisfied patrons.

Project Deliverables*
The project deliverables should include a summary list of the expected deliverables and work products.

Some of the expected deliverables/Work products:

- Computer-generated court orders suitable for e-filing with the court.
- Tenth Circuit ODR Policy and Procedure Manual
- Tenth Circuit ODR Training/Education calendar
- Tenth Circuit Activity Report for ODR cases

Impact of Work
How will you quantify the impact of your work? What do you predict will be the results?

The impact of our work will be quantified by the reduction in small claims hearings. In 2019, there were 4,300 small claims hearings divided between two civil courtrooms that also handle L and LM case types. We hope the number of small claims hearings and the number of continuances will decrease through the use of ODR. The subject matter of many of the low dollar small claims cases do not warrant multiple court appearances and judge’s time to try and negotiate an agreement between the two parties. It is our intent that an already established ODR system like Modria, which was initially designed for use in eBay and Amazon dispute resolutions, will provide the structured environment needed to promulgate a quick and successful agreement.

We also hope an ODR system will reduce the number of small claims trials, including bench trials, and result in shorter time to disposition of these cases.

Expansion of Work*
How will the work from this project be leveraged beyond the duration of the grant to help expand the use of alternative dispute resolution? Does this project have the potential to be replicated elsewhere? Please explain.

The work from this project will start in Peoria County and proceed throughout the rest of the Tenth Circuit. As evidenced above, the state of Illinois is already looking to us to educate them on ODR and how it could perhaps someday be a statewide program. We are excited to be the first in the state to be actively using ODR in divorce cases and can already envision its benefits throughout the judicial system.
**Project Timeline**

Provide a timeline that shows the chronological order in which the activities listed under each goal heading in the project description will be undertaken and/or completed.

As soon as the award notification is received, we will start working with Tyler Technologies to configure the ODR platform for the Tenth Circuit. This will all be done by Peoria County court staff so no grant funding is necessary for that portion of the project. Depending on how soon that occurs, we would like to be ready to start offering ODR in small claims cases as close to 7/1/20 as possible. Tyler Technologies invoices us quarterly based on the number of parties utilizing the program and grant funds would be used to pay these invoices. Concurrently, we would also research what ODR conferences/trainings are available that would assist in developing our program and determine if outside help will be needed for mediations or facilitators.

**Evaluation**

How do you plan to assess the effectiveness of your project? What metrics will you use?

The effectiveness of our project will be assessed by the number of successful ODR negotiations. If the program is not used or doesn't result in successful case resolutions, it will be suspended or re-evaluated.

We are also hoping small claims ODR will free up the docket so attorneys have more times available to schedule jury trials. The number of pending small claims cases will hopefully decrease.

**Volunteers**

Would this project be appropriate for volunteer participation?

If yes, please provide brief description of the potential volunteer opportunity.

Peoria County Court Administration has an established internship program with Bradley University. These interns are college students who plan to pursue a law degree upon their graduation from Bradley. They are unpaid and agree to work a set number of hours assisting with various court activities such as staffing the Self-Help Center. Interns were used when developing the current ODR program for dissolution cases and their "real-world" perspective greatly aided us in developing an online platform that was comprehensive, yet easy to use.

**Matching Funds**

Some projects may be eligible for matching grants. Please provide any information about other matching gift opportunities. The Foundation may consider matching the funds provided by another donation source.

At this time, we don't envision there being any matching gift opportunities.

**Sustainability**

Please provide list of other grants received in last year.

How will you plan to sustain the work from this project beyond the AAA-ICDR Foundation grant?

We've also received a $5,000 grant from the AOIC's Access to Justice Division in both 2019 and 2020. This grant pays the $25/party fee for the dissolution cases ordered to ODR. Currently, there is no funding source to expand ODR to other case types which is the purpose of this grant request. To sustain the work from this project, we would anticipate seeking other grant funding opportunities or perhaps partnering with a non-profit organization that would have the necessary funding.
**Additional Information**

If requested in your proposal invite email, please provide answer(s) to any specific questions posed by the Foundation otherwise skip to the next question.

[Unanswered]

---

**Budget and Financial Information**

**Budget**

Provide a table with categories of expenditures that will be funded by the requested grant, how much funding will be required for each category, and how much of that funding will come from the grant request and other funding sources if applicable.

Please see example HERE.

Grant Budget Proposal.xlsx

**Tax Returns and Financial Statements**

Upload 3 most recent Form 990s and audited financial statements. For smaller organizations that are not legally required to undergo a financial audit, internal financial statements must be provided.

Tax returns and financial statement upload.docx

W-9 or W-8EXP Form

Upload W-9 Form or for foreign organizations upload W8-EXP Form.

Peoria County W-9 - Signed - 08-2019.pdf

W-9 was uploaded

---

**Reporting**

During the grant term, grantees will be required to submit financial and narrative reports that are reviewed by the Foundation for compliance with the terms of the grant. Grantees also shall provide the Foundation, upon request, with all information relating to the results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to
be submitted by Grantee. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee, unless otherwise agreed in the AAA-ICDR Foundation Grant Agreement.

**Signature**

By signing below, you attest that the information provided in your proposal is true and accurate to the best of your knowledge and belief.

**First and Last Name***

Jennifer Shadid

**Date Signed**

01/10/2020
File Attachment Summary

**Applicant File Uploads**

- Grant Budget Proposal.xlsx
- Tax returns and financial statement upload.docx
- Tax returns and financial statement upload.docx
- Tax returns and financial statement upload.docx
- Peoria County W-9 - Signed - 08-2019.pdf
### Tenth Judicial Circuit of Illinois Online Dispute Resolution Program

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<th>AAA-ICDR Foundation Request</th>
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</tr>
<tr>
<td>Equipment</td>
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<td>Rent/Mortgage</td>
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<tr>
<td></td>
<td>$ 25,000.00</td>
<td>$ -</td>
<td>25,000.00</td>
</tr>
</tbody>
</table>

*Contractual services include Modria fees and mediator/facilitator costs

**Indirect costs would help defray overhead such as administrative and occupancy costs
Peoria County Court Administration is a department within the County of Peoria, a governmental entity. Therefore, there are no tax returns to provide. We do have three years’ worth of audited financial statements which I was unable to upload due to size limitations. All of these were emailed to Marilyn Duffy Grande on January 7, 2020. These audited financial statements are also available via the county’s website. [https://www.peoriacounty.org/913/Annual-Financial-Reports](https://www.peoriacounty.org/913/Annual-Financial-Reports).
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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

County of Peoria

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. The FATCA code(s) entered later. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.). See instructions.

324 Main St #G-15

6. City, state, and ZIP code

Peoria, IL 61602

7. List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1088-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: FY’20 Budget Amendment Tenth Judicial Circuit Online Dispute Resolution Grant

RESOLUTION

WHEREAS, the Courts were looking for ways to improve access to justice, and;

WHEREAS, the global COVID-19 pandemic demands social distancing to save lives, and;

WHEREAS, the use of technology to resolve court disputes is now more important than ever, and;

WHEREAS, the Tenth Judicial Circuit applied for an Online Dispute Resolution grant from the American Arbitration Association–International Centre for Dispute Resolution Foundation® (AAA-ICDR Foundation®), to expand and enhance Peoria County’s current Online Dispute Resolution (ODR) Program, and;

WHEREAS, the Tenth Judicial Circuit received notification they had been awarded a grant for the term of July 1, 2020 through June 30, 2021, in the amount of Twenty-Five Thousand dollars ($25,000.00), and;

WHEREAS, the funds will be used to expand and enhance Peoria County’s current Online Dispute Resolution program, and;

WHEREAS, the Courts seek a budget amendment for the purposes of increasing its spending authority related to the grant revenues that will be received, as follows:

Revenue: 001-1-009-1-194-36050--$25,000.00
Expense: 001-1-009-1-194-54306-- $25,000.00

NOW, THEREFORE, BE IT RESOLVED, that Court Administration’s FY2020 appropriation is increased to reflect the grant award and that the amount unspent at the end of the County FY2020 will be rolled over into the FY2021 budget by future action of the Peoria County Board.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: June 23, 2020
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee
MEETING DATE: June 23, 2020

LINE ITEM: Revenue: 094-2-094-1-130-33400--$38,800.00

Expense:
- 094-2-094-1-130-51040--$27,138.00
- 094-2-094-1-130-52210--$605.00
- 094-2-094-1-130-53071--$5,750.00
- 094-2-094-1-130-54330--$1,795.00
- 094-2-094-1-130-61001--$3,512.00

ISSUE: Approval and Appropriation of SFY21 Family Violence Coordinating Council Grant funds from the Illinois Criminal Justice Information Authority

BACKGROUND/DISCUSSION:

The Tenth Judicial Circuit Family Violence Coordinating Council (FVCC) was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities. The Council is entirely funded by state funds awarded by the IL Criminal Justice Information Authority (ICJIA). As a result of the State passing a FY21 budget, this grant has been funded and we've been awarded $38,800.00 for the period of July 1, 2020 through June 30, 2021.

Therefore, we are first requesting this committee approve the entering into of an Inter-Governmental Agreement between the County of Peoria and ICJIA for the period of twelve (12) months, commencing July 1, 2020. Secondly, we request approval to modify our Fund 094 budget appropriations as of July 1, 2020, to equal the amounts above. The amount unspent at the end of the County FY2020 will be rolled over into the FY2021 budget by future action of the Peoria County Board.

This grant provides funding for one part-time position that reports to the Chief Judge. No matching funds are required by the County and $3,512 in indirect costs will be recouped to defray overhead such as administrative and occupancy costs. FICA and IMRF fringe benefits will also be reimbursed by this grant.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:
Approval to enter into an Inter-Governmental Agreement and amend the FY20 Budget for the proposed line items.

COMMITTEE ACTION:

PREPARED BY: Jennifer Shadid, Assistant Court Administrator
DEPARTMENT: Court Administration
DATE: June 15, 2020
**Section C - Budget Worksheet & Narrative**

3). **Travel** (2 CFR 200.474) -- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate “location to be determined.” Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant’s fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the “Miscellaneous” category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

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<th>Location</th>
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<th>Cost Rate</th>
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<th>Basis</th>
<th># Staff</th>
<th># of Trips</th>
<th>Computation</th>
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<tr>
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<td>car and gas</td>
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<td>2</td>
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<td>1</td>
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</tbody>
</table>

Total $1,795 $ - $1,795

**Travel Narrative:**

- Peoria to Springfield travel is for 1 staff, (Coordinator) to drive to Springfield, IL to attend 1 Coordinator two-day meeting and one two-day statewide training which would require one hotel night stay at the state approved rate along with rental car for 2 days total, gas for rental car and per diem for 2 days for 2 trips during the grant year.
- Peoria to Springfield travel is for 2 Council members to drive to Springfield, IL to attend a two-day Statewide Training which is required. Council will re-imburse for per diem for 2 days and mileage.
- The remainder of the travel will be within the Peoria area as well as any travel within the additional 4 counties in the Circuit to meet with representatives or committee meetings to address the goals of the grant. This is based on previous grant experience and based on previous meeting schedules. More economical to do mileage versus rental car.
- Travel is based on the number of counties within the Tenth Circuit and based on the current IRS standard mileage rate of .575 per mile.
TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval and appropriation of SFY’21 Family Violence Coordinating Council Grant funds from the Illinois Criminal Justice Information Authority

RESOLUTION

WHEREAS, the Tenth Judicial Circuit Family Violence Coordinating Council was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities, and;

WHEREAS, the County of Peoria acts as fiscal agent for the Family Violence Coordinating Council (FVCC), and;

WHEREAS, the County of Peoria received notification that the Illinois Criminal Justice Information Authority (ICJIA) will be providing grant monies pursuant to an Inter-Governmental Agreement for the term of July 1, 2020 through June 30, 2021, in the amount of Thirty-Eight Thousand Eight Hundred dollars ($38,800.00), and;

WHEREAS, the funds will be used to support a part-time Local Council Coordinator, as well as coordination of committee work, training, travel and other related activities as determined by the Local Council Planning/Steering Committee, and;

WHEREAS, your Committee would recommend the County act as fiscal agent for the ICJIA Grant and modify Fund 094 budget appropriations as of July 1, 2020, to equal the below amounts:

Revenue: 094-2-094-1-130-33400--$ 38,800.00
Expense: 094-2-094-1-130-51040--$ 27,138.00
094-2-094-1-130-52210--$ 605.00
094-2-094-1-130-53071--$ 5,750.00
094-2-094-1-130-54330--$ 1,795.00
094-2-094-1-130-61001--$ 3,512.00

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Peoria County, that it will act as fiscal agent for the FVCC Grant from ICJIA and will amend the FY2020 appropriations to reflect the grant award. The amount unspent at the end of the County FY2020 will be rolled over into the FY2021 budget by future action of the Peoria County Board.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: June 15, 2020