

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Burt Gerl, Chairman

DATE: WEDNESDAY, APRIL 21, 2021

Members: Aaron Booker, Brad

TIME: 5:30 PM

Lindmark, Tim Nabors, Angie Goral,

LOCATION: VIRTUAL MEETING - ZOOM

Kevin McCarthy, Dorothy Redd

(WINNEBAGO COUNTY YOUTUBE
LIVE)

The Winnebago County Board Chairman has determined that an in-person meeting is not practicable or prudent because of the COVID-19 pandemic.

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of December 3, 2020 Public Safety Minutes and January 20, 2021 Public Safety and Judiciary Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. CJCC Update
- F. Federal vs. State Gun Prosecution
- G. Discussion on IGA for County Reimbursement of Attorney Fees
- H. Other Matters

**Winnebago County Board
Public Safety Committee Meeting**
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Thursday, December 3, 2020
5:30 PM

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
Paul Arena

Absent:

Fred Wescott
Mike Zintak

Others Present:

Steve Chapman
Pat Thompson, County Administrator
John Giliberti, State's Attorney's Office
Charlotte LeClercq, Assistant Deputy State's Attorney
Bill Hintz, Coroner
Mike Mund, Coroner's Office
Derek Bergsten, Rockford Fire Department Chief
Other Board Members

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of September 1, 2020 Minutes
- D. Public Comment
- E. Resolution Approving Office-Warehouse Lease and Refrigerated Shipping Container Purchase Agreement Between Maggio Truck Center and the County of Winnebago Illinois
- F. Other Matters
- G. Adjournment

Chairman Booker called the meeting to order at 5:30 PM.

Public Comment

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

Motion to approve the minutes of September 1, 2020

Moved: Mr. Fellars, Seconded: Ms. Redd.

Motion passed by unanimous voice vote.

Resolution Approving Office-Warehouse Lease and Refrigerated Shipping Container Purchase Agreement Between Maggio Truck Center and the County of Winnebago Illinois

Motion by Ms. Goral and Seconded by Mr. Arena.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to Adjourn. Moved: Mr. Fellars, Seconded: Mr. Arena and Ms. Redd.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Wednesday, January 20, 2021
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral
Dorothy Redd

Others Present:

Dave Kelley
Paul Arena
Jaime Salgado

Others Present:

Joe Chiarelli, County Board Chairman
Pat Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Charlotte LeClercq, Assistant Deputy State's Attorney
Ann Johns, Purchasing Director
Brett Frazier, Animal Services Director
Tami Goral, Sheriff's Office
Tim Owens, Sheriff's Office
Bill Vedra, Juvenile Detention
Dan Magers, IT Department
Deb Jarvis, Adult Probation
Shawn Franks, Facilities
Gary Caruana, Sheriff's Office
Rick Ciganek, Chief Deputy
Melinda Macias, Purchasing Department
Gus Gentner, IT Department

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Closed Session
- E. Resolution Authorizing the County Board Chairman to Amend Contracts for Healthcare Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center
- F. Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners
- G. Other Matters
- H. Adjournment

Chairman Gerl called the meeting to order at 5:32 PM.

Public Comment

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

Mr. Gerl – Motion to go into closed session to discuss contract negotiations.

Moved: Mr. Gerl, Seconded: Ms. Goral.

Roll call: Mr. Gerl yes, Mr. Booker yes, Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes and Ms. Redd.

Mr. Gerl – No action was taken in closed session.

Resolution Authorizing the County Board Chairman to Amend Contracts for Healthcare Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center

Motion by Mr. Gerl and Seconded by Mr. Nabors and Ms. Goral.

- A discussion followed.

Roll call: Mr. Gerl yes, Mr. Booker yes, Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes and Ms. Redd yes.

Motion passed by unanimous voice vote.

Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners

Motion by Mr. Gerl and Seconded by Mr. Nabors and Ms. Goral.

- A discussion followed.

Roll call: Mr. Gerl yes, Mr. Booker yes, Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes and Ms. Redd yes.

Motion passed by unanimous voice vote.

Other Matters

- Mr. Gerl thanked Mr. Booker for allowing him this opportunity. Also, in the future Mr. Gerl would like to add updates to the Agenda from Mr. Jakeway and the Sheriff's Office.
- The Winnebago County Criminal Justice System report will be on the next Agenda to discuss trends.
- There will be discussions addressing what this Committee and the County Board can do to help the Sheriff's Office and Circuit Court Clerk and a roundtable discussion with the Crime Commission and other members of the community.
- Ms. Redd asked that the Crime Commission give a report of what and how fines are being spent from the 1% tax.
- Mr. McCarthy indicated he is looking forward to working more closely with members of the current County Board and he thanked the Chairman and Mr. Gerl for having him on this Committee.

Motion to Adjourn. Moved: Ms. Goral, Seconded: Mr. Nabors.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
THE ILLINOIS COUNTY OF _____**

This Intergovernmental Agreement (the "Agreement") is hereby made and entered into as of the date of execution between the Department of Children and Family Services ("DCFS"), County ("County") (collectively, the "Parties" and each a "Party"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and in accordance with Section 5-655 of the Civil Administrative Code, 20 ILCS 5/5-655.

WHEREAS, each of the Parties are agencies/governmental entities within the State of Illinois (20 ILCS 15/5, 105 ILCS 5/1A);

WHEREAS, DCFS is the State agency in Illinois that is responsible for providing child welfare services to abused, neglected and dependent youth and their families;

WHEREAS, County is the agency responsible for providing legal representation in juvenile abuse and neglect court as the Guardian Ad Litem for youth involved with DCFS and their indigent parents under the Federal Title IV-E Foster Care Reimbursement Assistance Program ("Title IV-E Reimbursement Program"), Social Security Act of 1935, 42 U.S.C. §670 et seq., as amended, 42 U.S.C. §672 et seq., and 45 CFR §1356 et seq., as amended;

WHEREAS, funds to be distributed under the terms of Title IV-E originate with the United States Department of Health and Human Services-Administration for Children and Families ("HHS") as the federal agency which administers the Catalog of Federal Domestic Assistance ("CFDA") #93.658;

WHEREAS, DCFS is the sole State agency responsible for administering the Title IV-E Reimbursement Program within the State of Illinois pursuant to 42 U.S.C. §671(a)(2) and 45 CFR 1355.30(p) and 205.100;

WHEREAS, the Title IV-E Reimbursement Program allows qualifying counties to recoup federal funds for allowable attorney costs related to administering the Title IV-E Reimbursement Program in the legal representation of families involved with DCFS;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

I. Purpose

1. The Parties agree that the purpose of this Agreement is to set out the process for DCFS claiming and reimbursement to County of Title IV-E Reimbursement Program funds.

II. County's Responsibilities

1. County shall designate a Title IV-E Reimbursement Fiscal Coordinator to serve as the primary liaison between County and DCFS, DCFS' representatives, providers, auditors, and any federal or other state agencies regarding County's Title IV-E

reimbursements and/or other financial issues. The Title IV-E Reimbursement Fiscal Coordinator shall also act as County's primary representative in any meetings related to Title IV-E Reimbursement Program issues and assist DCFS staff in any manner necessary for DCFS, its designee, and/or any federal or state governmental entity to monitor County's participation in the Title IV-E Reimbursement Program.

2. Title IV-E Reimbursement Program Eligibility Requirements; Reimbursable Costs

- A. County may request reimbursement for services permitted by Title IV-E Reimbursement Program, at the rates established in 45 CFR 1356.60, which include administrative costs necessary for the administration of the Title IV-E Reimbursement Program pursuant to 45 CFR 1356.60 (b) and 45 CFR 1356.60 (c).
- B. Title IV-E reimbursement claims must have been incurred during the term of this Agreement to be subject to reimbursement. DCFS shall only reimburse County for actual costs.
- C. County shall have the technical ability to transmit all payment information for claiming to DCFS in the format prescribed by DCFS and may only seek Title IV-E reimbursement of such eligible administrative costs if adequately described in a cost allocation plan.
- D. County shall not use expenditures which are claimed under Title IV-E Foster Care as match or as maintenance of effort under any other federal program.
- E. County is liable to DCFS for all payments made by DCFS for ineligible administrative costs claims.
- F. County shall provide DCFS documentation that it is in compliance with the Title IV-E Reimbursement Program requirements upon request and as permitted by law.

3. Title IV-E Administrative Costs Reimbursements; Reimbursable Costs

- A. County shall comply with the procedures set forth herein required to claim Title IV-E foster care administration costs.
 - i. Prior to requesting reimbursement for administrative claims, County shall submit an Implementation Plan to DCFS for approval that identifies administrative costs. County shall follow the procedures and requirements adopted in its Implementation Plan, which is attached hereto and incorporated herein as Exhibit A.
 - ii. At a minimum, County's Implementation Plan shall include all Time Logs for work performed on each individual youth eligible for Title IV-E funding, Attestation forms, Contractual Billing forms and instructions for use, as required below:
 - a. If claiming for attorneys who are employees of County and who spend 100% of their time representing DCFS cases, attorneys shall complete, sign and date a quarterly statement attesting to that fact (Attestation). The Attestation shall be submitted with each quarterly administrative

claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

- b. If claiming for attorneys who are employees of County and who represent DCFS cases less than 100% of their time, attorneys must maintain a daytime log that documents all their paid time (work, vacation, sick, comp and holiday) and the amount of time spent each day, broken down by hour, representing DCFS cases. The attorney shall sign the completed time logs attesting to their accuracy (Time Logs). Total time accounted for should be summarized by quarter and the percentage of time spent on DCFS cases for the quarter, determined. For example, if there are 520 work hours in a given quarter and the attorney spent 312 hours representing DCFS cases the calculated percentage would be 60.0% which would then be applied to the attorney's salary and fringe benefit costs for that quarter.

The signed Time Logs shall be submitted with each quarterly administrative claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

- c. Claiming for attorneys on contract with County shall be based on billings that break out the time in at least 15-minute increments, bill rate and DCFS cases represented. The contracting entity shall include documentation used to determine the billing details (Contractual Billing Form).

B. Reimbursable administrative costs include the following:

- i. The portion of attorney salaries, including County paid fringe benefits, associated with representing DCFS involved cases; and
- ii. Actual costs incurred for contractual attorneys associated with representing DCFS involved cases.

C. All administrative costs for which County seeks reimbursement under the Title IV-E Reimbursement Program shall be documented by actual costs incurred and paid by County prior to presenting a claim and shall be documented by accounting records maintained by County.

D. Claiming for attorney work unrelated to a specific DCFS case is not eligible for reimbursement.

4. Reporting Requirements

- A. County shall submit Title IV-E claiming information to DCFS quarterly, in accordance with DCFS' claiming procedures, federal law, and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program. To guarantee processing of the claim and subsequent reimbursement for that quarter, County should submit the claim to DCFS within 18 days of the quarter end. Claims received after that time period will be processed in the subsequent quarter's claim.

- B. County shall submit claims for Title IV-E reimbursement to DCFS by reports and forms approved by DCFS consistent with federal law and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program. County shall file such reports and forms in accordance with such instructions and by such deadlines as DCFS may adopt consistent with federal law and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program.
- C. All claims shall be submitted electronically to DCFS at DCFS.CountyLegal4E@illinois.gov in a secure manner to protect confidential information.

5. Conflicts of Interest

County shall, on a continuing basis, disclose to DCFS financial or other interests, public, private, direct or indirect, which would prohibit it or DCFS from participating or continuing to participate in the Title IV-E Reimbursement Program. County shall not employ or contract with any person to perform work or deliver a service under the Title IV-E Reimbursement Program who has a conflict of interest.

6. Contractual services

- A. All County contracted legal services that maybe claimed under this Agreement, shall be provided pursuant to a written contract.
- B. All contracts shall specify the services and deliverables the contractor is to provide County under the Title IV-E Reimbursement Program and shall require all contractors for whom reimbursement funds will be sought to comply with the Title IV-E Reimbursement Program requirements specified in this Agreement and applicable DCFS standards.
- C. All contracts shall list the contractors' names, telephone numbers, and business addresses.
- D. County remains liable for the acts and omissions of the employees, agents, and contractors it retains to perform services under the Title IV-E Reimbursement Program and shall retain full responsibility, including but not limited to financial responsibility for their performance, nonperformance, malpractice or other errors and omissions.

7. Background Checks

County shall require that all employees and contractors doing work for which claims are submitted for reimbursement under this Agreement have passed a criminal history check via fingerprints, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, and a check of the Illinois Sex Offender Registry.

III. DCFS Responsibilities

- 1. Payments. DCFS will determine the amounts of reimbursement quarterly. Once the Title IV-E claim has been filed, approved, and the full award received, DCFS will

process a payment request for the County (less the 5% DCFS administrative fee) and submit it to the State of Illinois Comptroller's Office for payment.

2. DCFS shall have final decision-making authority to make eligibility determinations, interpret and apply Title IV-E requirements to County's participation in the Title IV-E Reimbursement Program.

IV. General Provisions

1. Confidentiality

- A. All statutes, rules, and regulations governing the confidentiality of the Parties' records shall apply. The Parties will protect the confidentiality of information concerning all youth and families in accordance with all applicable Federal and State laws regarding such proprietary information, including, but not limited to, Juvenile Court Act, 705 ILCS 405/5-901 et seq., the Mental Health and Developmental and Disabilities Act, 405 ILCS 5/3-501, the Consent by Minors to Medical Procedures Act, 410 ILCS 210/0.01 et seq., the Abused and Neglected Child Reporting Act, 325 ILCS 5/11, the Children and Family Services Act, 20 ILCS 505/35.1, the Illinois School Records Act, 105 ILCS 10/1 et seq., the Public Aid Code (305 ILCS 5/11-9), the Social Security Act (42 U.S.C. § 1396a(a)(7)), and the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d-9).
- B. Identifying information regarding persons receiving benefits from any of the Parties is subject to the confidentiality provisions of federal and state statute, rules and regulations, including 42 CFR 431.300 et seq., 305 ILCS 5/11-9, 205 ILCS 5/11-10, and 305 ILCS 5/11-12. When confidential information is exchanged, 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.
- C. County shall inform its employees and contractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall ensure their compliance with those confidentiality obligations. In accordance with this Agreement, County acknowledge that nothing herein prevents them from sharing any confidential information with DCFS for families who fall within the parameters of the Title IV-E Reimbursement Program.

2. Compliance with Law

- A. This Agreement and the Parties obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including; Title IV-E of the Social Security Act and its implementing regulations, Office of Management and Budget ("OMB") Circular A-87, OMB Circular A-133 and

other applicable rules and regulations for Title IV-E Federal Financial Participation ("FFP"), and the Juvenile Court Act, 705 ILCS 405/6-10.

- B. The Parties shall abide by all federal and state laws, regulations, or orders that prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, marital status, handicap, physical or mental disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era. The Parties further agree 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.
- 3. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- 4. Any failure of a Party to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of any Party thereafter to enforce every provision in accordance with the terms of this Agreement.
- 5. Force Majeure

No Party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience, and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods, or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Parties at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed Party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other Parties shall be obligated to accept such delayed performance.

6. Funding Adjustments

- A. DCFS reserves the right to make adjustments to previously approved amounts, as necessary, based on updated eligibility ratios and will notify County of the amount of such adjustments.
- B. County shall make any required payments to DCFS as a result of overpayments, unallowable cost reimbursements, and/or ineligible administrative claims on behalf County. If overpayments, unallowable costs, and/or ineligible administrative are discovered through any means, County shall reimburse DCFS for any unallowable expenditure. DCFS reserves the right to terminate this Agreement immediately for cause should County fail to reimburse DCFS for unallowable expenditures. County repayments will be made as described in this Agreement.
- C. County shall repay DCFS all Title IV-E reimbursement funds DCFS pays to County for ineligible administrative claims, retroactive to the earliest date of ineligibility. County has a continuing obligation to notify DCFS immediately when it is discovered a child has become ineligible for Title IV-E funding.

- i. County shall pay DCFS any required amount due to overpayments, unallowable costs, and/or ineligible administrative claims within 60 calendar days of the date of written notice from DCFS.
- ii. If County fails to pay DCFS for overpayments, unallowable costs, and/or ineligible administrative claims timely, DCFS may, without further notice, withhold funds from this Agreement until arrearage is satisfied.

7. DCFS Administrative Fees

DCFS will assess a fee for administering the County Title IV-E Foster Care Reimbursement Program representative of the actual costs incurred by DCFS. A fixed fee of 5% will be assessed on all Title IV-E reimbursements earned based on actual quarterly claims submitted. The administrative fee will be deducted from the reimbursement.

8. Recordkeeping Requirements

- A. Each Party shall maintain for a minimum of three (3) years after completion of this Agreement adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. These records shall be available for review and audit by each Party and the Auditor General of the State of Illinois, the Illinois Attorney General, and the Office of the Executive Inspector General for the Agencies of the Illinois Governor. Each Party agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. If an audit, litigation, or other action involving the records is begun before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved. The three (3) year period shall be automatically extended for the duration of any audit in progress at the time of that period's expiration.
- B. County shall make available to DCFS all fiscal and other documents necessary to ascertain County's compliance with the Title IV-E requirements and this Agreement. County shall allow authorized DCFS employees, federal officials authorized by the Director of DCFS, and other qualified persons, access to all financial and programmatic records relating to County's participation in the Title IV-E Reimbursement Program. If an audit, litigation, action, or other dispute of any type involving the records is initiated before the end of the five (5) year period, County must retain the records until all issues arising out of the action are resolved. The federal government shall have the same access to financial and other documents pertaining to Title IV-E Foster Care Reimbursement Assistance Program as DCFS. County shall have access to the records of DCFS pertaining to County's participation in the Title IV-E Foster Care Reimbursement Assistance Program
- C. All books and records maintained by County and/or their contractors relating to County's participation in the Title IV-E Reimbursement Program shall be available for review and/or audit by DCFS, its designee, and/or DHHS upon request. County and their contractors shall assist DCFS in its functions of reviewing financial and

programmatic records and monitoring and evaluating County's participation in the Title IV-E Reimbursement Program. County and all their contractors performing work under the Title IV-E Reimbursement Program shall cooperate fully with DCFS, its designee, and/or DHHS during any review and/or audit.

- D. The failure of County or any of their contractors performing work or delivering a service under this Title IV-E Reimbursement Program to maintain any of the required books and records shall establish a presumption in favor of DCFS for the recovery of any funds reimbursed by DCFS for which the required books and records are not available.
- E. County shall maintain time and attendance records for all staff whose salaries are funded, in whole or in part, under the Title IV-E Reimbursement Program and in a manner consistent with generally accepted business practices.
- F. County will use generally accepted accounting principles to support its administrative claims.

9. Monitoring Requirements

- A. County shall cooperate with DCFS monitoring and periodic evaluations of activities County conducts under the Title IV-E Reimbursement Program and program expenditures.
- B. DCFS shall have access to County's Attorneys, case records, reports, or other materials related to Title IV-E reimbursement claims to fulfill its responsibility to monitor Title IV-E compliance. Monitoring will take various forms, including, but not limited to, scheduled on-site monitoring visits, desk audits, and unannounced on-site monitoring visits.
- C. County will be required to reimburse DCFS for any unallowable expenditure that are discovered through any means.

10. Audits

- A. County shall be responsible for determining the applicability of and ensuring their compliance with the Single Audit Act of 1984, Public Law 98-502, and, as amended, by the Single Audit Act Amendments of 1996, Public Law 104-156 as it relates to reimbursements received. County shall have a Single Audit performed, if applicable, and retain copies for future review by federal and state officials. Any and all findings related to the Title IV-E Program noted in the annual Single Audit for County, if applicable, must be disclosed in the Schedule of Findings and Questioned Costs in County's Annual Independent Audit.
- B. County shall comply with federal audit guidelines, including, but not limited to, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If County is required to prepare an audit in accordance with OMB Circular A-133, the audit must still contain the information listed in Department Rule 357.120(c).
- C. A written request for waiver of any portion of the audit report requirements or a request for an extension of time should be submitted to DCFS before the due date of the required report and shall specify the reason(s) for the request.

D. Audit Exceptions

- i. DCFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of County's participation in the Title IV-E Reimbursement Program. DCFS shall timely notify County of any adverse findings attributable to County. Upon County receiving notice from DCFS, County shall cooperate fully with DCFS and timely prepare and send to DCFS its written response to the audit exceptions. County's failure to timely and adequately respond to audit exceptions shall result in their liability for any repayment necessitated by the audit exceptions. County shall be responsible for correcting audit exceptions to the satisfaction of the particular auditing agency.
- ii. County shall be liable for any audit exceptions which result solely from the acts or omissions of County in the performance of its responsibilities specified in this Agreement. Similarly, DCFS shall be liable for any audit exceptions which result solely from the acts or omissions of DCFS in the performance of its responsibilities specified in this Agreement. In the event that an audit exception results from the combined acts or omissions of DCFS and County, the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.
- iii. In the event that a final disallowance cannot be recovered by DCFS through the use of offsetting claims, County agrees to remit a warrant, payable to DCFS, in an amount equal to any such final disallowance as determined by DCFS.

11. Applicable Law and Severability

- A. This Agreement shall be governed by the laws of the State of Illinois and, insofar as applicable, by Title IV-E and other related federal laws and regulations. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- B. The rights and responsibilities of the Parties under the Title IV-E Reimbursement Program and as specified in this Agreement are determined by the Social Security Act of 1935, 42 U.S.C. §670 et seq., 42 U.S.C. §671(a)(2), 42 U.S.C. §672 et seq., as amended, and Title 45 CFR §§1355, 1356–Requirements Applicable to Title IV-E, as amended, and 45 CFR 1355.30(p); Title 45 CFR 205.100, as amended; HIPAA, 42 U.S.C. 1320d-2 through 1320s-7, as amended, 45 CFR Parts 160-165, as amended; OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments, as amended, 60 Federal Register 26484; OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments, as

amended, 59 Federal Register 52224; OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; Children and Family Services Act, 20 ILCS 505/35.1, as amended; Child Care Act of 1969, 225 ILCS 10/1 et seq., as amended; Abused and Neglected Child Reporting Act, 325 ILCS 5/11, as amended; Juvenile Court Act of 1967, 705 ILCS 405/1-1 et seq., as amended; and, DCFS rules, policies, and procedures promulgated in accordance with the aforementioned state and federal laws. In the event of a conflict or inconsistency between any provision of this Agreement and applicable state and/or federal laws, the state and/or federal law shall govern.

12. Indemnification

To the extent permitted by law, and without waiving any claim to sovereign immunity, County agrees to hold harmless DCFS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of County, with the exception of acts performed in conformance with an explicit, written directive of DCFS.

13. Liability

- A. Neither Party shall be liable for incidental, special, consequential, or punitive damages, or for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party against another Party or against a third party. The legal liability of all Parties is limited by Illinois law.
- B. County shall be liable for all payments made for Title IV-E ineligible claims for administrative costs that it discovers or those discovered by DCFS, its authorized designee, and/or DHHS.

14. Notices

All notices or other correspondence required to be given to a Party pursuant to this Agreement shall be sent by facsimile, email or mailed to the following addresses:

DCFS

Illinois Department of Children and Family Services
Title: Director
406 East Monroe
Springfield, IL 62701-1411
Marc.Smith@illinois.gov

With a copy to:

Illinois Department of Children and Family Services
Office of Legal Services
160 N. LaSalle Street
6th Floor
Chicago, IL 60601
Fax#: 312-814-6859
Anmarie.Brandenburg@illinois.gov

County

Name
Title
Address
Phone
Fax
Email

15. Amendments

- A. This Agreement may be amended or modified by the consent of all Parties at any time during its term. Amendments to this Agreement must be in writing and signed by all Parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on any Party unless approved in writing by an authorized representative of all Parties.
- B. This Agreement shall be periodically reviewed for the purpose of determining DCFS' administrative fee based on the actual cost to DCFS for performance of its obligations pursuant to this Agreement.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior oral and written communications with respect to its contents.

17. Term and Termination

- A. Termination for Convenience. This Agreement may be terminated by any Party for convenience upon thirty (30) days' written notice.
- B. Termination for Breach. In the event any Party breaches this Agreement and fails to cure such breach within twenty (20) days' written notice thereof from the non-breaching Party, the non-breaching Parties may terminate this Agreement upon written notice to the breaching Party.
- C. The waiver of any right to terminate for breach shall not constitute a waiver of any right to terminate for future breaches, whether of a similar or dissimilar nature.

- 18. Nothing contained in this Agreement serves to limit, alter, or amend any party's duties, rights, or responsibilities as set forth in applicable state and federal statutes, laws, or regulations. Nothing contained in this Agreement shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by the parties. If this Agreement is determined to be invalid, it shall be terminated immediately, subject to the processing of data and matching fund requests for services provided prior to such

termination. Should any portion or portions of this Agreement be declared to be void, voidable, or otherwise unenforceable, then such provision, term, or condition shall be severed from this Agreement and the remaining portions of this Agreement shall otherwise remain fully effective, binding, and enforceable.

19. Availability of Appropriation: Sufficiency of Funds

This Agreement is contingent upon and subject to the availability of sufficient funds. DCFS may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to DCFS by the State or the Federal funding source; (ii) the Governor or DCFS reserves funds; or (iii) the Governor or DCFS determines that funds will not or may not be available for payment. DCFS shall provide notice, in writing, to County 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. All of County's obligations hereunder shall cease upon receipt of such notice.

20. Assignment

This Agreement may not be assigned by any Party without the prior written consent of the other Parties. Such consent shall not be unreasonably withheld.

21. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

22. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**Illinois Department of Children
and Family Services**

_____ **County, Illinois**

By: _____
Marc D. Smith, Acting Director

By: _____

Chairperson
County Board

Date: _____

Date: _____

Exhibit A: Implementation Plan – WINNEBAGO COUNTY

Management Contact

Patrick Thompson, County Administrator
815-319-4062
pthompson@wincoil.us

Title IV-E Reimbursement Fiscal Coordinator

Primary

Thomas Jakeway, Trial Court Administrator
815-319-4830
tjakeway@17thcircuit.illinoiscourts.gov

Alternate

Kelly Rohrer, Court Administration Assistant
815-319-4806
krrohrer@17thcircuit.illinoiscourt.gov

General Instruction that County will for all Costs Reimbursements

A. If claiming for attorneys who are employees of the County and who spend 100% of their time representing DCFS cases, attorneys shall complete, sign and date a quarterly statement attesting to that fact (Attestation). The Attestation shall be submitted with each quarterly administrative claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

B. If claiming for attorneys who are employees of the County and who represent DCFS cases less than 100% of their time, attorneys must maintain a daytime log that documents all their paid time (work, vacation, sick, comp and holiday) and the amount of time spent each day, broken down by hour, representing DCFS cases. The attorney shall sign the completed time logs attesting to their accuracy (Time Logs). Total time accounted for should be summarized by quarter and the percentage of time spent on DCFS cases for the quarter, determined.

The signed Time Logs shall be submitted with each quarterly administrative claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

C. Claiming for attorneys on contract with the County shall be based on billings that break out the time in at least 15-minute increments, bill rate and DCFS cases represented. The contracting entity shall include documentation used to determine the billing details (Contractual Billing Form).

Number of Attorney Positions and Potential Costs

1) Employees of the County

- a. **Number of positions with salary and fringe benefit cost of attorneys working 100% of their time on DCFS cases**

Exhibit A: Implementation Plan – WINNEBAGO COUNTY

4 Public Defenders. Quarterly Attestation forms will be submitted with quarterly administrative claims (see attached sample attestation form). Case lists for these employees are available and will be provided upon request.

Estimated monthly salary and benefit costs for these 4 attorneys – 22,800.00

- b. Number of positions with salary and fringe benefit cost of attorneys working less than 100% of their time on DCFS cases including how percentage of time will be documented**

N/A

2) Attorneys on Contract with the County

- a. Number of positions and costs of attorneys working 100% of their time on DCFS cases**

4 Independent Contract Attorneys. Claims will be based on established independent contractor agreements and monthly invoices for services rendered. Case lists for these 4 attorneys are available and can be provided upon request.

Current monthly cost for these 4 Independent Contract Attorneys - \$25,793.32

- b. Number of positions and costs of attorneys working less than 100% of their time on DCFS cases including how percentage of time will be documented**

10 Court Appointed Attorneys. Claims will be based on individual invoices containing case specific detail including a break out of time in at least 15 minute increments, bill rate and DCFS case represented. All invoices will be based on an underlying filed petition for fees and court order approving payment for services rendered.

Average monthly cost for Court Appointed Attorneys – 10,000.00

Exhibit A: Implementation Plan – WINNEBAGO COUNTY

SAMPLE TIME ATTESTATION FORM

I _____, hereby attest that 100% of my workhours were spent providing legal representation on DCFS cases while employed as _____ for the period of time _____.

Signature

Date

Notary: