

RESOLUTION NO. T-2018-11-017R

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENT OF HUMAN SERVICES THE TOWN OF CUNNINGHAM FOR SUPPLEMENTAL SECURITY INCOME (SSI) REIMBURSEMENTS

WHEREAS, The Town of Cunningham is a unit of local government in Champaign County, State of Illinois and is mandated under the Public Aid Code (305 ILCS 5/Article VI General Assistance) to provide General Assistance (GA) benefits to eligible residents of the Township; and

WHEREAS, General Assistance applicants and recipients may apply for Supplemental Security Income (SSI) and continue to receive General Assistance while those benefits are pending; and

WHEREAS, A person may not receive General Assistance and SSI at the same time; and

WHEREAS, If a General Assistance client has an SSI application pending, as a condition of eligibility the client must sign an agreement, (known as the DPA 2199), with the GA Unit authorizing repayment of GA provided to the client during the period in which the SSI application/appeal is pending; and

WHEREAS, The Town of Cunningham must have an agreement between the Town of Cunningham and the Department of Human Services for SSI reimbursements and the last agreement expired June 30, 2018; and

NOW THEREFORE BE IT RESOLVED by the Township Board of The Town of Cunningham that the Resolution Authorizing an Agreement between the Department of Human Services and The Town of Cunningham for Supplemental Security Income (SSI) Reimbursements is approved and authorizes the Supervisor of the Town of Cunningham to sign said Agreement effective July 1, 2018.

Approved this 5th day of November 2018 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Charles A. Smyth, Township Clerk

Diane Wolfe Marlin, Township Chair

**INTER-GOVERNMENTAL REIMBURSEMENT AGREEMENT
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND
CUNNINGHAM TOWNSHIP
2019-108-MSC-FCS**

The Illinois Department of Human Services (DHS) and Cunningham Township (Township) hereby enter into this Inter-Governmental Reimbursement Agreement (Agreement), for the purpose of assuring the availability of assistance to meet basic maintenance needs of applicants for benefits under Title XVI of the Social Security Act (Act), pending determinations of their eligibility and pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* DHS and the Township are collectively referred to herein as "Parties" or individually as a "Party." In consideration of the mutual covenants contained herein, the Parties agree to the following:

**ARTICLE I
DEFINITIONS**

Unless otherwise specified herein, capitalized terms mean the following:

1.1 Benefits. The term "Benefits" means supplemental security income benefits under Title XVI of the Act and any State supplementary payments under Section 1616 thereof, or mandatory minimum supplements under Section 212 of P.L. 93-66 and P.L. 93-233 which the Secretary of the U.S. Department of Health and Human Services (or his or her designee) makes on behalf of the State of Illinois (or political subdivision thereof).

1.2 Interim Assistance. The term "Interim Assistance" means assistance furnished to or on behalf of an individual, financed totally from DHS, local funds or both, for meeting basic maintenance needs, and furnished during the period beginning with the month in which the individual filed an application for benefits or the month in which the individual signed an authorization pursuant to Section 2.3 of this Agreement, whichever occurred first, and for which such individual was eligible for benefits.

1.3 Initial Payment. The term "Initial Payment" means the amount of benefits determined by the Secretary of the U.S. Department of Health and Human Services (or his or her designee) to be payable to an eligible individual (including retroactive amounts, if any) at the time such individual is first determined to be eligible under Title XVI of the Act, but does not include any emergency advance payment authorized under Section 1631 (a) (4) (A) of the Act.

1.4 Secretary. The term "Secretary" means the Secretary of the U.S. Department of Health and Human Services (HHS), or his or her designee.

1.5 Working Days. The term "Working Days" means Monday through Friday, excluding such days on which State of Illinois offices are closed.

REIMBURSEMENT AGREEMENT

Page 2 of 6

ARTICLE II DUTIES AND OBLIGATIONS OF THE PARTIES

2.1 Notice of Payment. DHS shall inform the Township when it receives an Initial Payment from the Secretary for any individual for whom Interim Assistance was provided by the Township and for whom a copy of the authorization described in Section 2.3 of this Agreement has been received by the Secretary.

2.2 Reimbursement Payment. DHS shall reimburse the Township for Interim Assistance paid on behalf of an individual for whom the State has received an Initial Payment from the Secretary.

2.3 Completion of Authorization for Repayment of Interim Assistance Form. When an individual who has or will receive assistance financed totally from State, local funds or both, for meeting basic maintenance needs and who has applied or will apply for supplemental security income, the Township shall obtain a written authorization (see Form IL 444-2199) from that individual. The authorization shall provide that in consideration of the prompt payment of Interim Assistance, the amount of such individual's Initial Payment shall be paid by the Social Security Administration to DHS for purposes of providing reimbursement to the Township for such Interim Assistance. The Township shall furnish copies of each such authorization to the Secretary and DHS.

2.4 Taxpayer Identification. The Township shall obtain signed Request for Taxpayer Identification Number and Certification form (Internal Revenue Service Form W-9) for each individual for whom Initial Payments are made.

ARTICLE III INFORMATION CONFIDENTIALITY

3.1 Confidentiality. All information contained in records or otherwise obtained in carrying out functions under this Agreement is confidential and shall be protected from unauthorized disclosure.

3.2 Proper Use. Such information shall be used solely for the administration of this Agreement and shall not be disclosed except as provided in Article VI of this Agreement.

3.3 Statutes Governing Confidentiality. Information obtained from the Secretary shall be used and disclosed solely as provided in Section 1106 of the Act and the regulations promulgated thereunder. Records or information obtained pursuant to this Agreement may also be subject to the following:

Illinois Public Aid Code: 305 ILCS 5/11-9

Medicaid: 42 U.S.C. § 1396a(a)(7), 42 C.F.R. 431.300-307

Temporary Assistance to Needy Families: 42 U.S.C. § 602(a)(1)(A)(iv); 45 C.F.R. 205.50

Supplemental Nutrition Assistance Program: 7 U.S.C. § 2020(e)(8), 7 C.F.R. 272.1(c)

REIMBURSEMENT AGREEMENT

Page 3 of 6

ARTICLE IV TERM AND TERMINATION

4.1 Term. This Agreement shall commence when fully executed by both Parties and, unless otherwise terminated by the Parties, shall continue through June 30, 2022.

4.2 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

4.3 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

4.4 Effect of Termination. If this Agreement is terminated by either Party in any manner (including non-renewal), the accounting requirements and record keeping requirements provided for herein shall continue to apply.

4.5 Payment Continuation Post-Termination. If this Agreement is terminated by either Party, all cases for which the Township has previously obtained the signed, dated authorization required by Section 2.3 of this Agreement shall be processed in accordance with this Agreement.

ARTICLE V RECORDS

5.1 Fiscal Records Retention. The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Admin. Code 509, except that if an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

5.2 General Records Retention. The Parties shall maintain records of all transactions relating to Interim Assistance paid. Specifically, the Township shall maintain and make available to DHS or its designee, or HHS, all data, records, data elements, and any other information collected, gathered, obtained or otherwise received or used by the Township relative to this Agreement. These records shall be maintained for a period of not less than six (6) years, except that if an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

5.3 Records Examination. The Township shall allow the Secretary and the Comptroller General of the United States (including their duly authorized representatives), and any duly authorized representative of the State of Illinois, access to, and the right to examine, any directly pertinent books, documents, papers and records of the Township for purposes of verifying transactions with respect to matters covered by this Agreement.

REIMBURSEMENT AGREEMENT

Page 4 of 6

ARTICLE VI MISCELLANEOUS

6.1 Administrative Costs. Neither Party, in performing their functions and duties under this Agreement, shall pay to the other any costs of administration incurred by the other.

6.2 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.4 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. 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.

6.5 No Personal Liability. No member, official, director, employee or agent of DHS shall be individually or personally liable in connection with this Agreement.

6.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DHS and the Township and their respective successors and permitted assigns.

6.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.9 Notices. All written notices, requests and communications must be made in the most expedient manner, through which a mailing date can be determined, including electronic mail, to the address or e-mail address set forth below.

REIMBURSEMENT AGREEMENT

Page 5 of 6

To DHS: James T. Dimas
Secretary
Illinois Department of Human Services
100 South Grand Avenue East, 3rd Floor
Springfield, IL 62762
James.Dimas@illinois.gov

Paul Thelen
Illinois Department of Human Services
Harris II, 2nd Floor, 100 South Grand Avenue East
Springfield, IL 62762
(217) 782-1128
Paul.Thelen@illinois.gov

To Township: Danielle Chynoweth
Supervisor
Cunningham Township
205 W Green Street
Urbana, IL 61801
(217) 384-4144
FEIN: 37-6000533
supervisor@cunninghamtownship.org

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated.

6.11 Non-Discrimination. The Parties shall abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, the Illinois Human Rights Act, and all other federal and state laws, rules, regulations or orders (including Executive Orders 11246 and 11375, "Equal Employment Opportunity") which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap, and the Township further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

6.12 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.

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

REIMBURSEMENT AGREEMENT

Page 6 of 6

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF HUMAN SERVICES

CUNNINGHAM TOWNSHIP

James T. Dimas
Secretary

Danielle Chynoweth
Supervisor

Designee Signature

Date

Printed Designee Name

Designee Title

Date