

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CHAMPAIGN COUNTY AND CHAMPAIGN COUNTY MENTAL HEALTH
BOARD/CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD FOR INFORMATION
TECHNOLOGY SERVICES**

THIS AGREEMENT by and between the County of Champaign (hereinafter, the "County"), a unit of local county government, and the Champaign County Mental Health Board (hereinafter, "MHB"), a unit of government established under 405 Illinois Compiled Statutes 20 for the planning and evaluation of certain human service systems in Champaign County, (hereinafter collectively referred to as "the Parties"), is entered into and is effective as of the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/ 1 *et seq.* enables the parties hereto to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the MHB has entered into such an intergovernmental agreement with the Champaign County Board for Care and Treatment of Persons with a Developmental Disability, a unit of government established under 50 Illinois Compiled Statutes 835 and referred to as the Champaign County Developmental Disabilities Board (hereinafter, "DDB"), for the sharing of costs necessary for their operation, and in which the MHB serves as the lead payer, including for services such as those described herein; and

WHEREAS, the County has an overall vision of creating a data connected community with and among the public agencies in the cities of Champaign-Urbana that would allow the County and agencies to better provide and execute public services to its citizens; and

WHEREAS, MHB desires the County to provide information technology services and support (collectively "IT Services"); and

WHEREAS, the County is willing to provide IT Services to MHB; and

WHEREAS, the Parties desire to recognize the roles and responsibilities by entering into an Intergovernmental Agreement; and

WHEREAS, the County and MHB have duly authorized their respective presiding officers and lead staff to enter into and execute this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1: Responsibilities

Responsibilities of both parties:

- The Agreement and service level response rates will be reviewed quarterly by both the County CIO and MHB's Administration.
- Parties will immediately notify the other of any known security breaches.
- Parties will conduct business in a courteous and professional manner.

MHB Responsibilities:

- MHB (which includes MHB and DDB staff and board members) is required to provide County IT access to equipment that requires service.
- MHB is responsible for purchasing and maintaining all required licensing, vendor support contracts, and manufacturer warranties for equipment to be serviced.
- MHB shall notify County IT promptly of any changes in personnel so that security and access can be adjusted accordingly. Lack of prompt notification may result security implications from terminated staff or in delay in the provisioning of new users.
- MHB shall limit which staff members have administrative access to systems and servers, limiting to only those that absolutely require such, functioning on the principle of least privilege.
- All MHB staff shall complete designated cybersecurity training, on an annual basis.

County responsibilities:

- Support MHB with negotiated IT services, at established service levels (Addendum A).
- Ensure proper change control processes are followed (Addendum B).
- Protect MHB confidential information (Addendum C).
- Maintain an inventory database of MHB's computer hardware, software and vendor contacts.
- Alert MHB of hardware warranty, vendor service contracts and software licensing which the County is aware of that requires renewal, and assist with said renewal.
- Attend meetings and/or planning sessions, as requested.
- Advise on the procurement of new IT equipment and services.

Section 2: Agreement Terms

This IGA shall constitute the sole agreement by and between the Parties pertaining to IT Services and shall supersede and replace any prior understandings, agreements, letters of

intent and negotiations between the Parties relative to the subject matter, whether oral or in writing.

2.1 | Term

The IGA term shall take effect on the November 1, 2025, and shall continue in place until December 31, 2028; thereafter, the IGA shall automatically renew each year, on January 1, unless sooner terminated.

2.2 | Billing

MHB agrees to pay to the County the amount of \$10,680 per year for IT services. Payment to be made in twelve (12) equal payments of \$890, upon being invoiced on a monthly basis.

The rates set forth will be adjusted to reflect increases in the County's direct costs of providing the IT Services. The County may propose a change to the rates payable for IT Services by providing a written notice to MHB (a "**Notice of Adjustment**"). A Notice of Adjustment must be issued on or before August 15 to be effective as of MHB's subsequent fiscal year, starting on Jan 1.

2.3 | Termination

This IGA shall remain in full force and shall renew automatically for successive one (1) year terms until one of the Parties seeks to terminate this IGA. Either party may terminate this IGA by giving written notice of its intent to terminate to the other Party at least four (4) months prior to the expiration of the then current term of this IGA.

2.4 | Transfer

This Agreement may not be reassigned or transferred by either party without prior written consent.

Section 3: Payment Remittance

Manner of Payment. The County shall invoice the MHB for IT Services monthly in arrears. MHB will pay invoices in full within 60 days of receipt. In the event that MHB fails to pay the County in full within 90 days of issuance of any invoice, MHB will pay the delinquent amount to the County in full, plus a 10% delinquent penalty.

Section 4: Disputes

If the Parties disagree as to any matter governed by this IGA, this Section will govern the dispute resolution process. The parties shall exert every effort to cooperatively resolve any

disagreements they may have under this IGA. In the event either Party (“Non-Defaulting Party”) believes that the other Party (“Defaulting Party”) is in default of any term, provision or covenant of this IGA, the Non-Defaulting Party shall send written notice to the Defaulting Party which describes the nature of the alleged default and which identifies the section of this IGA believed to be in default. The Defaulting Party shall, within fourteen (14) days of receipt of any notice of default, (i) cure the default identified in the notice of default; (ii) provide the Non-Defaulting Party with a timeframe in which to cure the default if the default cannot be cured within the aforementioned fourteen (14) day period; or (iii) provide the Non-Defaulting Party written evidence as to why the Default Party believes it is not in default as described in the notice of default.

4.1 | Continuation of Services.

Until the dispute is resolved, the County will continue to provide the service that is the subject of the dispute and MHB will continue to remit payment for the service in accordance with the terms of this IGA.

4.2 | Request for Meeting.

If after thirty (30) days, the County and MHB cannot resolve a dispute, either party may give the other party a written request for a meeting between the MHB Administration and the County CIO for the purpose of resolving the dispute. Once a meeting is requested, the parties shall work together in good faith to cause the meeting to occur within ten (10) business days of the receipt of the request.

4.3 | Resolution of Disputes.

If a dispute between the parties regarding the interpretation or performance of this IGA is not resolved under Section 4.2 above, the parties may submit the dispute to non-binding mediation to be conducted in the City of Urbana.

4.4 | Jurisdiction and Venue.

If a dispute between the parties regarding the interpretation or performance of this IGA is not resolved under Section 4.3 above, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Urbana, Illinois;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties.

Section 5: Notices

Any notices required or permitted under this IGA are to be in writing and may be (i) personally delivered, (ii) mailed by depositing such notice in the United States mail, first class postage prepaid, or (iii) sent by nationally recognized delivery service, addressed as follows, or to such other place as either party may designate by subsequent written notice to the other party:

Notice to the County shall be to:

M.C. Neal
Chief Information Officer
County IT
102 E Main St.
Urbana, IL 61801

Notice to MHB shall be to:

Lynn Canfield
Executive Director
Mental Health Board
102 E Main Street
Urbana, IL 61801

Section 6: Amendments/Changes

This IGA may only be modified by a written amendment executed by the Parties hereto and such modification, if any, shall be deemed effective as of the date the last Party executes such amendment.

Section 7: Indemnification

Each Party shall indemnify, hold harmless and defend the other Party and that other Party's elected and appointed officials, officers, employees, agents, and representatives from and against any actions, claims, suits, causes of action, judgments, liabilities, orders, decrees, and defendants that arise out of the other Party's intentional, willful, wanton, grossly negligent, or negligent acts or omissions that causes any personal injury, bodily injury, damages, to any to any person or property.

Section 8: General Conditions

This IGA shall constitute the sole agreement by and between the Parties pertaining to IT Services and shall supersede and replace any prior understandings, agreements, letters of intent and negotiations between the Parties relative to the subject matter, whether oral or in writing. This Agreement may not be reassigned or transferred by either Party without prior written consent.

8.1 | Applicable Laws

Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or MHB. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 4 of this Agreement.

8.2 | Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.

8.3 | Severability

If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.

8.4 | Merger

This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.

8.5 | Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g., DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the County and the MHB have executed this Agreement.

CHAMPAIGN COUNTY

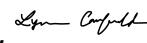
By 

Steve Summers - County Executive

Date: November 21, 2025

MENTAL HEALTH BOARD AND

DEVELOPMENTAL DISABILITIES BOARD

By 

Lynn Canfield – Executive Director

Date: _____

By 
Molly McLay (Dec 1, 2025 11:30:30 CST)

Molly McLay, MHB President

Date: _____

By

Anne Robin
Anne Robin (Dec 1, 2025 18:19:20 CST)

Anne Robin, DDB Secretary/Acting President

Date: _____

Services Covered Under IGA

All IT Services described will be provided by County for the agreed upon fee regardless of actual hours of work performed. In performing the IT Services, County agrees to comply with all applicable laws, rules, and regulations promulgated by any Federal, State, or other regulatory governmental unit in effect during the performance of the work.

Under the terms of this IGA, the County will provide to MHB:

1. A dedicated point of contact/liaison within County IT;
2. Phone and in-person access to County IT during normal County business hours;
3. An after-hours phone number for emergency evening, weekend, and holiday support;
4. Access to a web-based help desk ticketing system;
5. Maintained knowledge base articles for all systems/services supported (e.g, device configurations, diagrams, how-to documentation, etc.);
6. Day to day end-user support of computers, servers, phones, printers, and networking equipment; support channels include phone support, remote computer support, and on-site support;
7. Ongoing administration and management of computers, servers, phones, printers, and networking equipment;
8. Data backup management for servers with data recovery, as required;
9. Ongoing monitoring of servers and networking equipment;
10. Diagnostic and repair* of computers, servers, and networking equipment;
11. Network security monitoring;
12. Installation of new MHB computers, servers, printers, phones, network equipment and other technical components, as needed/requested;
13. Assistance with technology service needs associated with office moves, new hires, and separation, as necessary;
14. Assistance with budgetary planning for future IT procurements;
15. Coordination with and oversight of 3rd party providers, as needed.
16. A/V assistance with MHB and DDB meetings and study sessions held at Bennett Administration Center.

*Funding for purchases related to system repairs (e.g., a component within a system fails, and a replacement must be procured) will be the responsibility of MHB.

Third-Party Support Renewals

The supported systems include hardware and software that may have applicable support and extended warranty agreements that are provided by a third party, such as the manufacturer or

vendor/supplier. Once the initial support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis.

Proactive Maintenance

Proactive maintenance will be provided for equipment that appears in the table below. County will monitor certain aspects of the IT infrastructure, as well as perform periodic routine scheduled maintenance. Upon completion of the scheduled service, County will provide written confirmation the service was completed.

Scheduled services will be provided during Standard Hours if service does not significantly disrupt MHB operations. Scheduled services that may significantly disrupt MHB operations and are not urgently needed will be scheduled during off hours, as agreed upon by the County and MHB.

Equipment Covered Under IGA

Listing of MHB hardware that County will support:

Hardware Description	Quantity
Workstations/towers	3
Firewalls/Routers	1
Laptops	5
Tablets (e.g., Surface Pro)	4
Copiers	1
Printers	8

Response Time and Priority

The County's response time to MHB support requests will vary, depending on the severity of the issue. In general, County IT will routinely adhere to the following service level structure:

- Level 1 (Critical)
 - (e.g., entire network is down, report of security breach)
 - County IT will respond within 30 minutes to 1 hour and will resolve in less than 1 day.
- Level 2 (High Priority)
 - (e.g., mission-critical service is down; high number of staff unable to work)
 - County IT will respond within 1 to 2 hours and will resolve within 1 to 2 days.

- Level 3 (Medium Priority)
 - (e.g., degraded services, users have difficulties performing certain work duties)
 - County IT will respond within 1 day, and will resolve within 2 to 3 days.
- Level 4 (Low Priority)
 - (e.g., Minor application or system issues, change requests such as new hires)
 - County IT will respond within 1 to 2 days, and will resolve within 3 to 5 days.

Note: the above estimates hold true provided the resolution is under the County's control.

All things equal, County IT will prioritize provided services in the following order:

1. Network failures;
2. Server failures;
3. Multi-user system failures;
4. Individual user system failures;
5. Scheduled activities;
6. Routine procedures or maintenance.

Service Locations:

The County will provide IT Services for MHB at the following locations:

SITE	ADDRESS
Bennett Administration	102 E Main Street Urbana, IL 61801

Support Requests:

Depending on the day and time, as well as the severity of the issue, MHB will be provided with multiple contact points for requesting assistance and support from the County.

- During normal business hours, MHB shall contact County IT for support by submitting a ticket using the County's web-based service desk, emailing the County IT helpdesk, or calling the dedicated County IT liaison assigned to MHB.

- For non-emergency issues reported outside of normal business hours, County IT shall follow normal business hours procedures, with the expectation that response to the request shall begin the following business day.
- For emergency issues, outside of normal business hours, MHB shall contact County IT for support by calling the after-hours phone number. Support for emergency issues is provided 24x7x365.
- Normal business hours are defined as Monday through Friday, 8:00 AM – 5:00 PM CST, excluding official County holidays.

Service Exclusions

The County will NOT provide the following services under the terms of this IGA:

- Support for functions or business processes not directly related to the maintenance and support of IT services and systems.
- Support for products that are not maintained at their latest (or recommended) release levels, unless approved by the County CIO (or designee).
- Support for public domain or non-standard software, unless approved by the County CIO (or designee).
- Support for privately-owned equipment or services, unless approved by the County CIO (or designee).
- Physically servicing printers beyond basic IT troubleshooting.
 - Note: Configuring print drivers and investigating network printing issues is included, but the servicing of the printers themselves is not.

In providing the IT Services hereunder, the County is aware that certain MHB systems and services are mission critical to their operations and will make all commercially reasonable efforts to: (a) avoid modifying these systems and services suddenly or unpredictably; and (b) introduce new services, new systems, and new components in a manner that does not negatively impact existing operations.

If it is necessary to interrupt these vital systems and services to implement a change, prior notification will be given by the County to MHB, wherever possible, and changes will be scheduled to minimize interruptions/impact to MHB staff. Major scheduled changes will only be made during periods outside of normal MHB business hours, and only with prior notification and approval from MHB administration.

Changes to these systems and services shall be managed in accordance with the formal change control process set forth below. This control process will ensure that changes proposed are reviewed, authorized, tested, and implemented in a controlled manner; and that the status of each proposed change is monitored. This process will ensure the utilization of control strategies in attempts to mitigate associated risks such as IT Services being disrupted, IT Services being degraded, or data being corrupted and/or destroyed.

At a minimum, the change control process will include the following:

- A. Logged change requests;
- B. Proper authorization of change;
- C. Requirements analysis;
- D. Interdependency and compliance analysis;
- E. Impact assessment;
- F. Change testing, when viable;
- G. User testing and approval, when viable;
- H. Change monitoring;
- I. Documentation.

Necessary testing of changes to ensure proper functionality may need to be performed by both the County and MHB. In the case of major scheduled changes, there may be a requirement for MHB staff to be available during non-business hours to verify the usability of the system or application. Changes that are transparent to users may be performed during business hours, if the need arises.

ADDENDUM C | CONFIDENTIAL INFORMATION

For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to MHB not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the County or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any plans, financial information or projections, operations, and performance results relating to the past, present, or future business activities of MHB; (ii) ratepayer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology, or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, and specifications; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the County or by its Representatives that contains, reflects, or is derived from any of the foregoing.

The County agrees to use the Confidential Information solely in connection with the performance of Services during the term of the IGA and not for any purpose other than as authorized by the IGA without the prior written consent of the Executive Director of MHB. No other right or license, whether expressed or implied, in the Confidential Information is granted to the County hereunder. Title to the Confidential Information will remain solely in MHB. All use of Confidential Information by the County shall be for the benefit of MHB and any modifications and improvements thereof by the County shall be the sole property of MHB.

The provisions of this Addendum shall survive the expiration or termination of this IGA. The County will protect MHB confidential information from unauthorized use, access, or disclosure in the same manner as the County protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care. MHB will maintain all rights, title, and interest in the confidential information.

Upon MHB’s request and upon any termination or expiration of this IGA, the County will promptly return all confidential information to MHB or, if so directed, will destroy all MHB confidential information, in every form and medium.

MHB - IGA

Final Audit Report

2025-12-02

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2025-12-02 - 0:19:20 AM GMT



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