



AGENDA
FOR STAND-UP MEETINGS OF
THE COMMITTEES OF THE McLEAN COUNTY BOARD
TUESDAY, JULY 19, 2016
ROOM 400, GOVERNMENT CENTER, 115 EAST WASHINGTON STREET
BLOOMINGTON, ILLINOIS

A. PROPERTY COMMITTEE (8:45 a.m. in Room 400 Government Center)

1. Items to be Presented for Action
 - a. Approval of April 19 Stand-up Meeting Minutes.
 - b. Request approval to dispose of surplus property in accordance with section 5-36006 of the Counties Code

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B. LAND USE AND DEVELOPMENT COMMITTEE (8:50 a.m. in Room 400 Government Center)

1. Items to be presented for Action
 - a. Request approval of the Minutes for the June 9, 2016.
 - b. Request approval of the Bills and Transfers as presented by the McLean County Auditor.

C. HEALTH COMMITTEE (8:55 a.m. in Room 400 Government Center)

1. Items to be presented for Action
 - a. Request approval of a contract with Marcum for assistance with billing.

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Civil Division of the McLean County State's Attorney's Office



Government Center, Room 401
115 E. Washington Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 – 5110
FAX number: (309) 888 – 5111
E-mail: don.knapp@mcleancountyil.gov

July 12, 2016

To: Mr. Paul Segobiano, Chairman of the McLean County Board Property Committee
Fr: Don Knapp
Re: Surplus property

Chairman Segobiano,

Numerous departments of the County have in their possession surplus property. It has been the longstanding policy of the County to have the Facilities Department control the process of disposal of such surplus property. As the Property Committee oversees the Facilities Department, pursuant to section 20-16 E of the McLean County Code, administration is seeking authorization from the Property Committee to assist the Facilities Department with conducting a sale of surplus McLean County personal property over the next 90 days.

Requests from a number of departments to dispose of such property have been received by Facilities and Administration. The property includes everything from a trailer seized by the Sheriff's Department to old and no longer used stainless steel autopsy tables in the Coroner's Office to horses recently signed over to Animal Control by a citizen who could no longer care for the animals.

Facilities and Administration will be disposing of this surplus property by competitive bid in accordance with section 5-36006 of the Counties Code. Section 5-36006 demands that publication be made in a newspaper of general circulation if the property sold exceeds \$10,000. As none of the pieces of property have a value of even close to that \$10,000 figure, we will not incur the expense of publication. However, we will publish notice of the sale of surplus property on the County web site.

To summarize, Facilities and County Administration seek authorization from the Property Committee to dispose of surplus property in accordance with section 5-36006 of the Counties Code.



NURSING HOME

(309) 888-5380
901 N. Main St.

FAX (309) 454-4954
Normal, IL 61761

To: Honorable Susan Schafer, Chairman, Health Committee
Honorable Members of the Health Committee
Mr. Bill Wasson, County Administrator
Ms. Hannah Eisner, Assistant County Administrator

From: Cindy Wegner, Administrator, McLean County Nursing Home

Date: July 14, 2016

Re: Request for Approval of Marcum LLP Agreement

The Nursing Home respectfully requests that the Health Committee and County Board approve a temporary agreement with Marcum LLP. The purpose of this agreement is as follows:

1. Assistance and support with monthly billing to Medicare, Medicaid and Medicare Coinsurance
2. Review and claim follow-up, if needed
3. On-site Billing Training for new office personnel

The related expenses for these services are in the attached agreement. I will be happy to answer any questions.

Thank you for your consideration.

July 12, 2016

REVISED

Ms. Cindy Wegner, Administrator
McLean County Nursing Home
901 N. Main Street
Normal, IL 61761

Dear Cindy:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services that Marcum LLP (“Marcum” or the “Firm”) will provide.

Services

Our services (“Services”) are performed in accordance with the American Institute of Certified Public Accountants’ (“AICPA”) Statements on Standards for Consulting Services.

Marcum will assist with monthly skilled nursing facility (SNF) billing and provide accounts receivable (A/R) support, as well as provide educational training on Medicare and Medicaid billing and other billing issues for facility staff at McLean County Nursing Home, 901 N. Main Street, Normal, IL. These projects will be executed in two parts and are described below.

Part 1: Skilled Nursing Facility Billing Services and Accounts Receivable Support

Marcum staff will assist in the monthly SNF billing for the following payers:

- Medicare A
- Medicare B
- Medicare Advantage
- Medicaid (for claims October 1, 2016 and forward)
- MMAI Molina
- Medicare Coinsurance

McLean staff will generate the claims for the various payers. Marcum staff will be provided the claims via a secure portal that Marcum establishes for McLean staff to utilize. Marcum staff will review the claims for accuracy and completeness and submit the claims to the various payers listed above. Marcum staff will use the information provided by McLean staff for claims generation purposes. In addition, Marcum staff will also provide A/R assistance, review and claim follow-up as necessary. Part 1 of the engagement will start at a mutually agreed upon time between McLean and Marcum staff.

Ms. Cindy Wegner
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Prior to the start of Part 1 of this engagement, Marcum will work with the staff at McLean to obtain the following:

- A login for Medicare's Direct Data Entry System (DDE)
- A login for Illinois Medicaid (MEDI or REV)
- A login for any third party payers (Medicare Advantage, MMAI Molina)
- A copy of the most current A/R Aging report
- Access for McLean staff to a Marcum secure portal

Part 2: Billing Bootcamp Training Seminar

Marcum will schedule a minimum of two days of on-site training for the following topics in preparation to transition the billing in-house to the facility (McLean):

- The UB-04 and how it relates to billing
- Admissions and Insurance Verification
- Medicare A Billing
- Medicare B Billing
- Medicare Advantage Billing
- Illinois Medicaid Billing
- Illinois Medicaid Managed Care Billing
- Consolidated Billing
- Beneficiary Notices
- Medicare as a Secondary Payer (MSP)

In connection with the provision of consulting services we may provide, update or create forms, tools, and other work product, that shall remain the property of Marcum.

We will not perform management functions or make management decisions for you. However, we may provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

You authorize Marcum to accept instructions from your representative for this engagement and Marcum agrees to accept instructions only from said representative, Cindy Wegner. As a condition to our performing the services described above, you agree to:

- Make all management decisions and perform all management functions.
- Designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of these services except for the extent caused by the negligence of Marcum staff.
- Establish and maintain internal controls and monitor ongoing activities.

Other Services

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, accounting and auditing, or taxation matters affecting your Company. We are prepared to provide services under separate engagements to assist you in any of these areas.

Timing

Marcum will provide consulting services from the execution of this letter through the completion of the consulting project or December 31, 2016, whichever date comes first. An extension to this engagement letter will be executed on January 1, 2017, if necessary.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date that it may be required.

Unless specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Marcum to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as may reasonably be requested, and personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Marcum.

Delays in providing us information or assistance could increase the estimated cost of the engagement.

Detection of Errors and Irregularities

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by error or fraud, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement. However we strongly urge you to obtain insurance protection against such risks.

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We understand that as part of our engagement you may disclose privileged information and work product to us. Accordingly, we agree that during and after the period of our engagement, except as required by law or legal process, we will not disclose any privileged or confidential information, work product, opinions or other information disclosed to us in connection with our engagement to any person to whom disclosure has not been authorized by you.

Background Checks

As a matter of our Firm policy, we reserve the right to perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence and Non-Solicitation

We have undertaken a reasonable review of our records to determine our professional relationships with the persons or entities you identified. We are not aware of any conflicts of interest or relationships that would, in our sole discretion, preclude us from performing the above work for you or your client. The value of our firm's services to you and your client is founded, in part, on our reputation for professionalism and integrity. Our Firm has been engaged by a significant number of other health care organizations, both locally and nationally. You agree that, we are not restricted from working on other engagements involving similar organizations; however, all confidential information gained from your organization will be kept confidential.

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the engagement, including within the one year period subsequent to the engagement. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Furthermore, we strive to staff your engagement with quality, superbly trained professionals. In recognition of the extensive investment we have made to recruit and develop our personnel, we ask that you agree to the following. In the event that any of our employees accepts a position of employment with McLean County Nursing Home, or any of its related parties at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

Third-Party Service Providers

The Firm may, from time to time, and depending on the circumstances, use administrative third-party service providers to assist us. The fees stated herein shall include the cost of utilization of third party providers and there shall be no additional fee or cost charged to the facility should Marcum elect to use administrative third party providers. Facility shall have no obligation to make payment to such providers and Marcum agrees to hold facility harmless from any demand or claim of payment made to facility from such third party provider. We may share confidential information about you with the third-party service providers, but remain committed to maintaining the confidentiality of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. Furthermore, the Firm will remain responsible for the work performed by such third-party service providers.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE COMPANY IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

The Firm and the Company each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Company and our relationship with you shall be governed by the laws of the State of Illinois to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either the Firm or the Company, the prevailing party shall be entitled to costs incurred, including through all appeals.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our

right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs and fees.

The Company hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Company's management, regardless of whether such person was acting in the Company's interest. This indemnification will survive termination of this letter of engagement.

Fees and Payment Terms

Our fee for billing services and A/R support services, Part 1 of the engagement, will be based on the actual time spent at our standard hourly rates. Our standard hourly rates (listed below) vary according to the level of the personnel assigned to your account. We anticipate that the majority of time spend by Marcum staff will be in the \$130 - \$180 range. After a period of 6 months, Marcum staff will analyze the volume and time spent performing tasks related to Part 1 of the engagement, and determine the feasibility of repricing the engagement as a "do not exceed" monthly fee. Our invoices for these fees will be rendered as the work progresses, and are due and payable within 45 days of presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with Marcum's policies, should any invoice remain unpaid for more than 60 days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 60 days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on Client of any delay that results from such non-payment by you.

Our services are normally billed at our standard hourly rates plus direct expenses, including transportation and lodging, and are subject to adjustment from time-to-time and at least annually effective September 1, as follows:

Partners	\$385 average rate per hour
Directors, Senior Managers & Managers	\$230 - \$385 average rate per hour
Supervisors	\$200 - \$230 average rate per hour
Seniors & Staff	\$85 - \$200 average rate per hour

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Our fee for Part 2 of the engagement, the Billing Boot Camp Training Seminar, is as follows:

- \$3,000 - \$5,000, depending upon the number of training sessions provided including preparation of handout materials, plus out-of-pocket and travel related expenses as estimated below.
- Expenses will include travel related expenses, mileage reimbursed at the IRS daily rate for mileage of 54 cents per mile, fees for tolls (if applicable), an estimate of \$30 per day for meals, and an estimate of \$200 per night hotel expenses.

Agreement

This section will serve to document compliance by Marcum LLP with the technical provisions of 42 USC 1395x(v)(1)(I) and 42 CFR 420.300 et seq. with respect to services, which have been or may be provided by us to the Organization during this or any consecutive 12-month period. As such, this letter should be retained by the Organization to document that fact.

AGREEMENT BY MARCUM LLP

By signature below Marcum LLP agrees that, until the expiration of four years after the furnishing of the services described in this letter, it will make available to the Secretary, U.S. Department of Health and Human Services and the U.S. Comptroller General, and their authorized representatives, this letter and all of the Firm's books, documents, and records necessary to certify the nature and extent of the costs incurred by the Organizations for the services provided by the Firms. It is understood that such access shall be sought only by individuals or agencies duly authorized by the Secretary or Comptroller General, that such access shall be sought only in accordance with the criteria delineated in 42 CFR 420.303, and that procedures for obtaining such access, as set forth in 42 CFR 420.304, shall be followed. Agreement by the Firm is contingent upon such compliance.

If the Firm carries out its duties through a subcontract worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause (or a Letter of Understanding will be transmitted) to permit access by the Secretary, Comptroller General, and their authorized representatives to the related Organization's books and records subject to the same contingencies noted above.

The Agreement, including its Attachments, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this engagement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

If you agree with the terms of our engagement, as described in this Agreement, please sign this PDF version of the engagement letter and return it to us at Steven.Lavenda@marcumllp.com and we will send you an executed copy.

