

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC12

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF VILLA GROVE AND THE STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
REGARDING THE LOCAL GOVERNMENT HEALTH PLAN**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS TWELFTH DAY OF MAY 2025

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS THIRTEENTH DAY OF MAY 2025.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC12

May 12, 2025

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BETWEEN THE CITY OF VILLA GROVE AND THE STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
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WHEREAS, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of City's powers and functions as granted in the same; and

WHEREAS, the City of Villa Grove City Council and the State of Illinois Department of Central Management Services have engaged in discussions and negotiations regarding an Agreement for participation in the Local Government Health Plan; and

WHEREAS, the laws of the State of Illinois authorize the City of Villa Grove to enter into Intergovernmental Agreements of this type if it determines it is in the best interest of the municipality to do so and if the other governmental entity is similarly agreeable; and

WHEREAS, the Mayor and City Council of Villa Grove believe that said Intergovernmental Agreement is now in the best interests of the City of Villa Grove.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:

SECTION 1: The City of Villa Grove hereby approves and agrees to the terms of an Intergovernmental Agreement between the City of Villa Grove and the State of Illinois Department of Central Management Services regarding the Local Government Health Plan as provided in attached Exhibit A.

SECTION 2: The City Administrator of the City of Villa Grove is authorized to execute said Intergovernmental Agreement in the form attached as Exhibit A.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 5: That this Ordinance shall be in pamphlet form as provided by law, although said publication is not necessary for the effectiveness of said ordinance as said ordinance is by the terms hereof effective upon its passage and approval.

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PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twelfth day of May, A.D., 2025, by a roll call vote as follows:

ELECTED OFFICIAL NAME	AYE	NAY	ABSTAIN	ABSENT
Blaney, Thelma I.	X			
Cheely, Kerry S.	X			
Clark, Wayne R.	X			
Hooker, Anthony L.	X			
Johnson, Derek S.	X			
Nieto, Gilbert III	X			
<i>If required, Mayoral vote:</i> Eversole-Gunter, Cassandra A.				

APPROVED:



CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:



MICHELLE L. OSBORNE
City Clerk

SEAL



**State of Illinois
Department of Central Management Services**

**LOCAL GOVERNMENT HEALTH PLAN
Intergovernmental Cooperation Agreement**

PARTIES:

This Agreement is entered into by and between:

State of Illinois
Department of Central
Management Services
801 South 7th, 2M
Springfield, Illinois 62703

AND

Unit Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEIN: _____

The Illinois Department of Central Management Services (the Department) and _____

_____ (Unit) agree to the following:

ARTICLE I. PROVISION OF INSURANCE

Pursuant to the State Employees Group Insurance Act of 1971, (5 ILCS 375/1 et seq.) as amended, and in accordance with the Rules (80 Illinois Administrative Code 2160, Subtitle F, Title 80) promulgated by the Department, health insurance coverage is provided to participating Units through the Local Government Health Plan administered by the Department. The Unit agrees to submit timely payments to the Department as agreed in this Agreement.

This Agreement does not limit the duty of the Unit to bargain with representatives of any collective bargaining unit of its employees.

ARTICLE II: DEFINITIONS

The following definitions apply to all provisions of this Agreement.

- 2.1 "Act" means the State Employees Group Insurance Act of 1971, (5 ILCS 375/1 et seq.), as now or hereafter amended.

- 2.2 "Agreement" means the Intergovernmental Cooperation Agreement executed by the Department and the Unit.
- 2.3 "Annuitant" means any former Employee, as defined in this section, who has retired from the Unit and is receiving or is eligible to receive an annuity from an Illinois Public Pension System or from a qualified pension plan as a result of services to the Unit.
- 2.4 "Benefit Choice Period" means the annual benefits election period (usually May 1 through May 31).
- 2.5 "Board" means the Local Government Health Plan Advisory Board.
- 2.6 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272).
- 2.7 "Compensation" means salary or wages paid by the Unit to an Employee for personal services currently performed.
- 2.8 "Department" means the Illinois Department of Central Management Services, or any successor agency designated by the Act to administer the Program.
- 2.9 "Dependent" means an individual as defined under Section 3(h) of the Act, including a civil union partner or child of a civil union partner, or a person who is eligible for coverage pursuant to Section 356z.12 of the Illinois Insurance Code.
- 2.10 "Director" means the Director of the Illinois Department of Central Management Services or any successor agency designated to administer the Act.
- 2.11 "Employee" means and includes an elected government official who receives Compensation from a Unit in the State of Illinois or a person in the service of the Unit in the State of Illinois who receives Compensation through the regular payroll for work currently performed and receives benefits comparable to others in the same Unit.
- 2.12 "Fiscal Year" means the State's fiscal year from July 1 through June 30.
- 2.13 "Fund" means the Local Government Health Insurance Reserve Fund.
- 2.14 "Health Plan Representative" means an individual from a Unit who serves in the capacity of a liaison through whom the Department shall conduct all business necessary to provide benefits to that Unit.
- 2.15 "Member" means an Employee, Annuitant, Survivor or COBRA participant.
- 2.16 "Parties" means the Department and Unit which have entered into this Agreement by signing this document.

- 2.17 "Party" means the Department or Unit entered into this Agreement by signing this document.
- 2.18 "Plan Administrator" means an organization, company or other entity contracted by the Department to review and approve benefit payments; pay claims; and perform other duties related to the administration of a specific plan.
- 2.19 "Program" means the Local Government Health Plan as authorized by the Act.
- 2.20 "Protected Health Information" or "PHI" means individually identifiable health information as defined in 45 CFR 160.103 that is subject to the protections of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.A. 104-191).
- 2.21 "Survivor" means an individual receiving or eligible to receive an annuity as the survivor of an Employee or Annuitant.
- 2.22 "Unit" means a "Qualified Unit of Local Government", "Qualified Rehabilitation Facility", "Qualified Domestic Violence Shelter or Service", or "Qualified Child Advocacy Center" as defined in the Act.

ARTICLE III: RESPONSIBILITIES OF THE STATE OF ILLINOIS

3.1 Rate Setting

- a) A tiered rate methodology shall be employed.
- b) Units shall be assigned a rate tier based on the projected costs for each Unit according to the following guidelines:
 - 1) In the first Fiscal Year of coverage the rates shall be based on the cost of administration and the cost of medical services adjusted for age, gender, geographic or demographic characteristics, or other factors that may affect the costs of the Program. A margin to cover fluctuation in the amount of claims shall also be added to the premium.
 - 2) In subsequent Fiscal Years, adjustments shall be made to the premium rates at the sole discretion of the Department to reflect demographic data, health care cost inflation and actual prior year's claims experience of the Unit. An amount sufficient to pay for the additional administrative costs of providing coverage to Members and their Dependents, and a margin to cover fluctuations in the amount of claims will also be added to the premium. The amount of the margin will vary, depending upon the size of the Unit and other factors.
- c) The Unit shall experience a one-tier rate increase or decrease if the projected costs, based on Employee demographics and actual prior years' claims experience of Members and Dependents, warrant such an increase or decrease for the following Fiscal Year. Otherwise, the rate tier shall remain unchanged for the following Fiscal Year.
- d) The Department will set rates at least sixty (60) days prior to the start of the Fiscal Year except in the event that State union negotiations prevent the rates from being finalized.

Rates shall not change during a Fiscal Year. Rates for the period **July 1, 2025** through **June 30, 2026** are in Appendix A.

3.2 Collection of Premiums

The Department will bill the Unit for the first month's premium. This premium is due by the first day of coverage. This premium is non-refundable if the Unit does not enroll.

After the initial premium, the Department shall generate a monthly billing statement for the Unit. This billing statement shall represent the total amount due from the Unit by the twentieth (20th) of the month for the current month's coverage.

Membership changes must be submitted in the form and manner prescribed by the Department. Changes received on or before the twentieth (20th) of each month shall be reflected in the next billing statement. Prior month changes shall also appear on the billing and be reflected in the total amount due. In cases of administrative errors on the part of the Unit or when the Member does not provide information to the Unit, a retroactive premium adjustment shall be made contingent upon the Department recovering any health care expenses that may have been paid because the Program was not timely notified. Retroactive premium adjustments shall not exceed three months.

Monthly premium payments by Units for group health coverage shall be deposited in the Local Government Health Insurance Reserve Fund.

3.3 Enrollments and Terminations of Members

- a) The Department shall enroll and terminate Members and their Dependents in the form and manner prescribed by the Department after notification from the Unit. The Department shall provide notification to the Unit that the enrollment or termination has been completed.
- b) The Department shall furnish the Unit with forms to submit to the Department for enrollment and termination of Members and Dependents.
- c) The Department shall offer an annual Benefit Choice Period to allow the Unit to add or drop coverage for Annuitants, Dependents or Survivors as a group, the Members to add or drop their Dependents, and the Members to select coverage from available plans offered.

3.4 Other Administrative Responsibilities

- a) The Department shall provide information to the Unit about the benefits and requirements of the Program in the LGHP Benefits Handbook, annual Benefits Choice Options Booklet and other publications.
- b) The Department shall prepare and distribute an administrative procedures manual for the Health Plan Representatives designated by the Unit.
- c) The Department shall provide training seminars for Health Plan Representatives.

- d) The Department shall notify the Health Plan Representative of the Plan Administrators being used and the address and forms needed to submit claims to the Plan Administrators.
- e) The Department shall audit Unit records, such as payroll information, to verify enrollment and enforce eligibility rules under the Program. If there is an audit finding, the Unit must provide documentation to the Manager, Local Government Health Plan, Department of Central Management Services explaining the reason for the findings.
- f) The Department shall establish an Advisory Board. The Board shall:
 - 1) annually review material to be distributed to the Units;
 - 2) advise the Department concerning any modifications needed to improve the administration of the Program;
 - 3) review rate setting methodologies;
 - 4) hear medical necessity appeals and make recommendations to the Director.
- g) The Department shall establish formal appeal procedures.

ARTICLE IV: RESPONSIBILITIES OF THE UNIT

4.1 Enrollment/Eligibility

- a) As a condition to participation in the Program, the Unit agrees:
 - 1) Employees must be employed at least half of the normal work period of the Unit as measured on a yearly basis, or meet the standard for participation in the Illinois Municipal Retirement Fund, except that elected government officials employed by the Unit have the option to participate in the Program, regardless of the number of hours worked.
 - 2) Employees, and elected government officials must receive Compensation through the regular payroll process from the Unit.
 - 3) Units must agree to enroll all Employees who work 91% or more of the Unit's normal work period, except as provided in subsection (5). Employees may select a plan that has contracted with the State.
 - 4) The Unit may permit Employees who work 50% to 90% of the Unit's normal work period to individually enroll under the Program.
 - 5) A full-time Employee of a participating Unit who is covered as a Dependent under this or another group plan, may elect to waive coverage as long as the Health Plan Representative attests to this other coverage, *and* at least 50% of the full-time Employees of the Unit are covered. A participating school district must have enrolled at least 50% of its full-time Employees who have not waived coverage

under the district's group health plan by participating in a component of the district's cafeteria plan.

- 6) Employees of the Unit who are not enrolled due to coverage under another group health policy or plan may enroll during the annual Benefits Choice Period or at a later date if the Employee experiences a qualifying change in status.
- b) The Unit may elect to cover their Annuitants.
 - 1) At the time of the initial enrollment, the Unit may elect to cover current Annuitants as a group. During the annual Benefit Choice Period, the Unit may add or drop Annuitants as a group.
 - 2) If the Unit elects to cover its Annuitants, the Unit shall allow active Employees at the time of their retirement the option to continue coverage or enroll in the Program. This option to continue or enroll shall be offered only once to each Annuitant.
 - 3) Individual Annuitants terminating from the Program shall not be allowed to re-enroll in the Program.
 - c) The Unit may elect to cover Survivors.
 - 1) At the time of the initial enrollment, the Unit may elect to cover current Survivors as a group. During the annual Benefit Choice Period, the Unit may add or drop Survivors as a group.
 - 2) If the Unit elects to cover its Survivors, the Unit shall allow Survivors the opportunity to enroll in the Program at the time the individual becomes a Survivor. This option to enroll shall only be offered once to each Survivor.
 - 3) Individual Survivors terminating from the Program shall not be allowed to re-enroll in the Program.
 - d) The Unit may offer Dependent coverage.
 - e) The Unit may initially enroll under the Program at the start of any month with at least sixty (60) days advance written notice to the Department before enrollment.
 - f) The Unit will inform Members of the following responsibilities. Program Members must:
 - 1) be responsible for notifying the Health Plan Representative of coverage options chosen, and any changes which may affect eligibility or enrollment.
 - 2) be responsible for reviewing the Local Government Health Plan Benefits Handbook describing coverages, eligibility, termination, and claims submission requirements.
 - g) If the Unit exempts Members' premiums from taxes, the Unit must comply with the Internal Revenue Code ("IRC") requirements that prohibit changes in the Member

deduction during the Fiscal Year unless the Member has a qualifying change in status, as defined by the IRC.

- h) The Unit shall determine Members' eligibility and termination, based upon requirements specified in the Local Government Health Plan Benefits Handbook.
- i) The Unit shall be responsible for interpreting and complying with any state or federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation of benefits requirements that may apply. All premiums for COBRA benefits must be collected and transmitted by the Unit.
- j) The Unit shall comply with the uses and disclosures of Protected Health Information permitted by the Health Insurance Portability and Accountability Act (HIPAA).

4.2 Premium Payment

The Unit shall be responsible for the collection and transmission of Member and Dependent premiums. The Unit may allocate these costs to the Unit, its Members or some combination of the two.

- a) The total amount due as specified on the billing statement includes the combined amount due for the elected coverage. The amount due shall be paid in full by the twentieth (20th) day of the month for the current month's coverage.
- b) Payments not received by the last day of the coverage month shall be considered delinquent and shall result in the suspension of payment of claims for services provided to Members of the Unit after the date for which premiums have been paid in full. Payment of claims shall be withheld until the Department receives the full monthly premium due.

4.3 Designation and Responsibilities of the Health Plan Representative

The Unit shall designate a Health Plan Representative, who shall:

- a) enroll Members and their Dependents;
- b) provide enrollment, termination and change in status information to the Department on the appropriate forms as provided by the Department;
- c) disseminate to Members information regarding benefits available under the Program, changes and/or additions to the Program, and any materials provided by the Department;
- d) provide coverage, enrollment and termination information to Members in accordance with the time schedules set by the Department, as described in the Local Government Health Plan Benefits Handbook.

ARTICLE V: TERM AND TERMINATION

5.1 Effective Date and Term

This Agreement becomes effective on _____ and expires **June 30, 2027**.

5.2 Term Requirements

The Unit is required to execute an Agreement with the Department to participate in the Program.

- a) The first Agreement shall cover the actual period the Unit is enrolled between July 1 and June 30 of the first Fiscal Year. The Unit must begin the second year on July 1 to coincide with the State Fiscal Year and the beginning of the new Program year.
- b) Subsequent Agreements shall be effective for two State Fiscal Years.
- c) The Agreement shall be prepared by the Department and shall contain the premium rates to be charged during the first Fiscal Year.

5.3 Termination

- a) Termination without cause:

This Agreement may be terminated by either Party, without cause, effective the last day of the month following sixty (60) days written notice.

- b) Termination with cause:

- 1) Grounds for Program termination by the Department include, but are not limited to:

- i) any material breach of the Agreement;
- ii) failure to pay the full monthly premium by the last day of the coverage month;
- iii) non-compliance with enrollment responsibilities in accordance with sections 4.1 and 4.3 of this Agreement; and
- iv) failure to meet the eligibility requirements of a Unit.

- 2) The Department shall issue one notice of termination. Termination shall be effective 15 days after notice of termination.

- 3) Coverage terminates on the last day for which premium has been paid.

- 4) If a Unit is terminated for failure to pay, or voluntarily terminates before the end of the Unit's Agreement, the Unit may not re-enroll in the Program for two Fiscal Years.

- 5) The Unit may terminate this Agreement effective at the end of the first Fiscal Year without penalty if the second Fiscal Year premium rate is at least twenty percent greater than the first Fiscal Year rate.

ARTICLE VI. GENERAL PROVISIONS

6.1 Circumstances Beyond Control

In the event that the Local Government Health Insurance Reserve Fund balance is inadequate to support the costs of the Program, the State shall not be liable and shall not have any liability or obligation on account of delay or failure to pay for services rendered.

6.2 State Employees Group Insurance Act

This Agreement shall be governed by the terms of the Act.

6.3 Effect of Collective Bargaining Agreements/Legislation Enacted During an Agreement

Any collective bargaining agreement provision negotiated by the State or State or Federal laws enacted during the term of this Agreement and deemed by the Director to necessitate a change in this Agreement will be incorporated into this Agreement as an amendment.

6.4 Discrimination

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

The Unit, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned Unit certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

6.5 Liability and Insurance

Notwithstanding any provision to the contrary, the Department does not assume any liability for acts or omissions of the Unit and such liability rests solely with the Unit. The Unit shall carry public liability, casualty and auto insurance in sufficient amounts to protect the Department from liability for acts of the Unit. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage shall be \$100,000 per

occurrence. In addition, the Unit shall carry Workers' Compensation Insurance, if applicable, in the amount required by law.

The Unit understands and agrees for itself and on behalf of its enrollees that the State of Illinois, its officers, employees and agents shall not be responsible for any claim of loss or damage of any type, including but not limited to economic loss, based on any treatment received for a covered event under the Program. Further, errors in enrollment or processing of claims shall not result in liability for damages to the State of Illinois, its officers, employees and agents.

6.6 Applicable Law

The terms and conditions of this Agreement, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (30 ILCS 500) and the rules promulgated thereunder (44 Ill. Admin. Code 1), the State Employees Group Insurance Act of 1971 (5 ILCS 375) and the rules promulgated thereunder which regulate the Program (80 Ill. Admin. Code 2160), the Illinois Freedom of Information Act (5 ILCS 140) and the Attorney General Act (15 ILCS 205). The Department of Human Rights' Equal Opportunity requirements (44 Ill. Admin Code 750) are incorporated by reference. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.

6.7 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the State and the Unit, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

6.8 Entire Agreement

This Agreement, including any attachments or amendments, constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Agreement shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Agreement, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Agreement represents the entire Agreement between the Parties. The Parties shall not rely on any representation that may have been made which is not included in this Agreement.

6.9 Notices

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each Party as set forth in Section 1 of the Sample Agreement for Services, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) At the time it is actually received; or, (b) Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

To LGHP: State of Illinois
Local Government Health Plan
Department of Central Management Services
801 South 7th Street, 2M
Springfield, Illinois 62703

To Unit: _____

6.10 Facsimiles

A facsimile copy of this Agreement shall be treated as and deemed an original of this Agreement.

6.11 Certifications

Each of the undersigned representatives of the Unit certifies and represents that this Agreement has been authorized by all official action required by the governing body of the Unit, that each of the undersigned is authorized to execute this Agreement on behalf of the Unit and that the signature or signatures below are sufficient to bind the Unit to the terms of this Agreement.

UNIT

NAME OF UNIT: _____

By: _____

Authorized Representative

Print Name: _____

Title: _____

Date: _____

By: _____

Authorized Representative

Print Name: _____

Title: _____

Date: _____

STATE OF ILLINOIS

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

By: _____

Director, Central Management Services

Date: _____