

Resolution # 24-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Court Services wishes to procure goods and/or services from Southern Illinois University-School of Medicine for the purpose of assisting with the deliver coordination of the Justice and Mental Health Collaboration Grant in the amount of approximately \$69,057.60; and

WHEREAS, this purchase will allow Southern Illinois University-School of Medicine to provide program evaluation, data collection, data analysis, psychiatric services, and consultation; and

WHEREAS, as documented by the approval of this resolution, Court Services Committee has approved the Court Services Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 14th day of May, 2019, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

FILED

MAY 03 2019

Don J. Hayes
Sangamon County Clerk

RECEIVED
2660

APR 18 2019

Attachment: Purchase Order form

Andy Goleman
SANGAMON COUNTY AUDITOR

Approved by the Court Services Committee

May 2nd, 2019

[Signature], Chairman _____, Member

Pam Deppe, Member _____, Member

[Signature], Member _____, Member

[Signature], Member _____, Member

Ryan B. Kutch, Member _____, Member

Abe Forsyth, Member _____, Member

[Signature], Member _____, Member

Sangamon County Purchase Order Template
(Pre-ERP Implementation)

24-3

-- Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information

Department Court Services

Employee Contact Julie Collins

Purchase Request Information

Vendor Southern Illinois University-School of Medicine

Purchase Description Data collection/analysis, psychiatric services

Quantity 12 months

Price Per Unit \$5,754.60

Total Price 69,057.60

G/L 001.017.541.001

Tracking

PO Number 19.0418.541.1.mjt1

(Manually assigned by Department)

Date: 4/18/2019

Legal Review (if applicable; see below) Reviewed and approved by ASA Gab

Sent to Auditor's Office for Review 4/18/2019

Note: PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting.

Auditor's Office Review Completed

Michael K. Goleman 4/18/19

Approved by Oversight Committee

it on [signature]

Approved by County Board (if applicable)

*County Board Resolution Required

Note: Please attach all required documents such as quotes, bids, rfp's, evaluations, etc.

Legal Review is required for:

- All services being performed for or on behalf of the County
- All goods in excess of \$10,000 per year
- Any goods or services being procured through an RFP/Bid Process
- Intergovernmental/Interagency Agreements
- If a vendor or other agency requires a contract or written agreement.

RECEIVED
2660

APR 18 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

ARTICLE 4 ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party.

ARTICLE 5 ADMINISTRATION OF CONTRACT

The County Contract Representative named in EXHIBIT A shall be the County's authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the County Contract Representative who will be the primary point of contact and coordinate any necessary response.

The University Contract Representative named in EXHIBIT A shall be the University's authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the University Contract Representative who will be the primary point of contact and coordinate any necessary response.

ARTICLE 6 DISCREPANCIES AND OMISSIONS

Should anything which is necessary for a clear understanding of the work be omitted from the Agreement documents, or should it appear that various instructions are in conflict, the University shall secure written instructions from the County Contract Representative before proceeding with the work affected by such omissions or discrepancies.

ARTICLE 7 AMENDMENTS

This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Agreement. University agrees to waive any and all claims for adjustment in regard to any services performed without prior receipt of an appropriate written amendment.

ARTICLE 8 PAYMENT

The University shall receive compensation at the rate set forth in EXHIBIT A for the period of this Agreement as compensation for all work and services performed. This fee is to include all secretarial, clerical and similar incidental services. Additional services that may be related to this Agreement, but not directly accounted for herein, shall be provided for in a separate agreement, in accordance with a separate fee schedule.

ARTICLE 9 BILLING

To receive payment, the University should submit an appropriately itemized invoice to the County for services performed and allowable expenses incurred as provided in EXHIBIT A. Invoices are to be sent to the billing address specified in EXHIBIT A.

Payment will be made on a payment schedule as detailed in EXHIBIT A. Payment should be made no more frequently than monthly, unless otherwise specified in the Agreement.

The County may withhold final payment until all services; reports and/or other deliverables specified herein have been completed in a form satisfactory to the County.

ARTICLE 10 TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other. In the event of termination for convenience, the University shall be paid for services performed under this Agreement up to the effective date of termination.

ARTICLE 11 TERMINATION FOR NON-APPROPRIATION

The University agrees and understands that the County may terminate this Agreement, without penalty, if funds are not appropriated by the U.S. Department of Justice, or any division thereof, or are reduced in such an amount, or funds are otherwise unavailable, such that the County cannot fulfill the terms of this Agreement. The University shall be paid for services provided up to the effective date of termination.

ARTICLE 12 TERMINATION FOR CAUSE

The County may cancel the Agreement for breach, as determined by the County, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to the County. This cause for breach may include any cessation or diminution of service which, in the opinion of the County, is not in its best interest or any failure to comply with the terms of the Agreement.

The County shall notify the University, in writing, of any Agreement breach. The University shall remedy the breach within ten (10) calendar days of receipt of written notification. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the County may cancel the Agreement by giving thirty (30) days' notice, in writing of its intention to cancel this Agreement.

Should the County breach any terms or provisions of the Agreement, the University shall serve written notice on the County setting forth the alleged breach and demanding compliance with the Agreement. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the University may cancel the Agreement by giving thirty (30) days' notice, in writing of its intention to cancel this Agreement.

In the event of cancellation for breach, the University shall be paid only for work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

ARTICLE 13 CONFIDENTIAL INFORMATION

The University shall treat all County files, records, data, materials, security protocols and procedures, and other information marked as confidential (hereinafter "Confidential Information") to which the University obtains access, whether through disclosure to the University by the County or otherwise, as a result of or in connection with this Agreement as belonging solely to the County. The Confidential Information subject to this Agreement shall include any Confidential Information obtained by the University prior to execution of this Agreement as well as any Confidential Information subsequently obtained by the University. The University shall not disclose any Confidential Information to any third party without the express written consent of the County to such disclosure. The University shall take all reasonable and prudent precautions necessary to preserve and protect the confidentiality of all Confidential Information obtained by the University. The University need not treat as confidential (i) information which written documentation demonstrates was already known to the University prior to the University's initial contact with the County, (ii) information which is or becomes generally known to the public, and (iii) information which is disclosed to the University by a third party whom the University neither knew nor reasonably should have known was violating an obligation of confidentiality to the County. Upon termination or expiration of this Agreement, the University shall, at the discretion of the County, return to the County or destroy all Confidential Information and any copies thereof in the possession of the University. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 14 ADVERTISING

The University agrees not to use the name of the County in advertising or for any other commercial purpose without the prior written approval of the County. As provided for in any EXHIBITS to this Agreement, the University may be required to acknowledge sponsorship of work performed under this Agreement.

The County agrees not to use the name of the University in advertising or for any other commercial purpose without the prior written approval of the County.

ARTICLE 15 NON-LIABILITY

In no event shall either party be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by the other party under this Agreement.

ARTICLE 16 LEGAL COMPLIANCE

Nothing in this Agreement shall be construed as an offer or payment by one party to the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending or arranging the purchase, lease, or order of any item or service. The parties intend and agree that all amounts paid under this Agreement are intended to reflect, and do reflect fair market value for the services

rendered. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

ARTICLE 17 HIPAA COMPLIANCE

The parties agree that the use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act as well as all of the applicable regulations or standards which are promulgated pursuant to such statutes.

ARTICLE 18 INSURANCE/INDEMNIFICATION

Each party shall maintain coverage in no less than the minimum coverage limits listed below. Such insurance may be provided through a program of self-insurance. Each party must agree to maintain such insurance for the duration of the Contract. If a policy required under this section is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede commencement of Services under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years. The insurance coverage may be provided through a program of self-insurance.

Worker's Compensation and Occupational Diseases Employer's Liability	Illinois Statutory Limits \$500,000 per occurrence
Comprehensive Commercial General Liability General Aggregate	\$1,000,000 per occurrence \$2,000,000
Commercial Auto Liability (including owned, hired and non-owned endorsement) Combined Single Limit	\$1,000,000 per occurrence
or	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$500,000 per occurrence

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

For any professional services rendered, the parties must agree to maintain such insurance for the duration of the project or the term for which Services will be rendered.

Professional Liability Insurance \$1,000,000 per occurrence
\$3,000,000 aggregate

Each party shall be responsible for the acts and omissions of its employees, officers and directors related to the activity which is the subject of this Agreement. It is understood and agreed that

neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, of the other party, unless such liability is imposed by law.

ARTICLE 19 FORCE MAJEURE

Neither party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or 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 party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

ARTICLE 20 COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. Each party bears sole responsibility for any violation of such laws and regulations by itself or its affiliates. The University shall obtain (at its own expense) from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

ARTICLE 21 TAXES

The University certifies that it is tax exempt as defined by the Internal Revenue Code as a political subdivision of the State of Illinois under Section 115. Any appropriate certificate of exemptions will be provided upon separate request.

ARTICLE 22 GOVERNING LAWS

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

ARTICLE 23 WAIVER

The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

ARTICLE 24 ENTIRE AGREEMENT

This Agreement, along with its exhibits, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, renewal, extension, or waiver of this Agreement or of any of the provisions of this

Agreement, shall be binding upon either the University or the County unless reduced to writing and duly executed as provided for in the Agreement.

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all parties.

APPROVED:

SANGAMON COUNTY BOARD

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

By _____
Andy Van Meter
County Board Chairman

By Donald S. Torry
Donald S. Torry, PhD
Interim Associate Dean for Research
SIU School of Medicine, for
John M. Dunn, Interim Chancellor
Southern Illinois University

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Date: _____

Date: 4/17/19

**EXHIBIT A
SCOPE OF WORK**

NEED FOR SERVICE & OBJECTIVE/GOAL TO BE ACHIEVED

Sangamon County received a Justice and Mental Health Collaboration Program-Category 3-Implementation and Expansion grant through the U.S. Department of Justice-Bureau of Justice Assistance in the amount of \$750,000.00 to transform the system from the current reactionary approach to a proactive diversionary approach. The overall goal of the Sangamon County Justice Mental Health Collaborative (Program) is to divert high-risk adults with diagnosis of mental illness or co-occurring addiction (MI/CMISA), or who manifest obvious signs of MI/CMISA during contact with law enforcement, from becoming involved in, or, if already involved, from remaining in the criminal justice system. This initiative will address the use of criminogenic and violence risk assessments, conduct a program evaluation, and serve female offenders as priority considerations for Category 3 grants. Also, the initiative will coordinate with existing local opioid reduction efforts. Program objectives include increasing public safety in Sangamon County, reducing recidivism among the target population, increasing the number of persons served by the program who progress from identification to engagement to activation, increasing the number of referrals to the Mental Health Recovery Court, and providing cross-training to police officers and other first responders. Key Program deliverables will include using the Sequential Intercepts Model to complete the Planning and Implementation Guide, staffing and deploying a multi-disciplinary outreach team, establishing a centralized data system, providing cross-training, and identifying persons with MI/CMISA and connecting them with treatment and supportive services.

QUALIFICATIONS

See attached the Program Evaluator's resume and bios from other School of Medicine's personnel from the University that are involved with the Program and this Agreement which lists their qualifications.

SERVICES TO BE PERFORMED

The University, through its School of Medicine, agrees to deliver coordination of the Program's goals, objectives, and deliverables listed above in the Need For Service section of a three (3) year Justice and Mental Health Collaboration Program-Category 3-Implementation and Expansion grant through the U.S. Department of Justice-Bureau of Justice Assistance for the County.

The University to provide the following Services for the Program:

- 1) General planning of data collection, data management, data analysis and program evaluation. A Program Evaluation Plan is attached to this document. Dr. Janice Hill will serve as the Program Evaluator. Other University faculty, interns, and residents may assist Dr. Hill. The planning phase of the Program is expected to occur from January

2019 through June 2019.

- 2) Develop, implement, and manage data collection regarding the goals and objectives of this project. The types of data to be collected will be identified during the planning phase of the program. Once the data elements have been identified and the parties have developed a plan for analysis and management, the parties will assess what types of agreement(s) may be necessary to facilitate the collection, analysis and management of the data in accordance with all applicable state and federal laws and regulations regarding the privacy and protection of the data involved in the Program. The parties agree that all necessary data protection agreements, including but not limited to Data Use Agreements or Business Associate Agreements, as applicable, shall be immediately negotiated and executed prior to any collection, use or disclosure of protected data.
- 3) Be the principle investigator for this project. Dr. Hill will be responsible for submitting a protocol to the University's Institutional Review Board (IRB) to obtain approval to engage in human subjects research. The University's IRB will provide oversight of any human subjects research conducted by the University and its personnel under the Program. This includes oversight for the collection of monitoring data from all agencies as well as any qualitative interviews or focus groups conducted with law enforcement, health care providers and staff, or with patients or their families regarding services rendered and received.
- 4) Provide statistical support for the evaluation and serve on the program evaluation team.
- 5) Provide administrative support for the project.
- 6) Provide oversight and guidance for this Program, monitoring the quality of the program and maintaining that the program remains patient-centered.
- 7) Dr. Kari Wolf will act as the Medical Director in regards to providing and coordinating psychiatric services for the participants in this project. Dr. Wolf will assist in identifying what clinical interventions are needed and how patient access to those services will be implemented through the Program. The parties understand and agree that the provision of direct patient care services will be facilitated through a separate service agreement with the University or third party, if the University or third party is identified as an appropriate provider for such services, as applicable.
- 8) Dr. Tracey Smith, Dr. Wolf, and Dr. Hill will be active members of the Steering Committee and other working groups and committees.
- 9) Assist the County in regards to submitting progress reports, data, and evaluation reports to the U.S. Department of Justice-Bureau of Justice Assistance as a required by the grant.

The County will be responsible for obtaining any consents necessary for initial participation in the Program by individual participants. The County will not provide the University with any identifiable participant information unless the County has the appropriate authority or

individual authorization to do so.

NOTIFICATION

All communications hereunder shall be in writing and shall be sent by either e-mail or U.S. mail to the persons and addresses listed below.

Notices to the County shall be sent to:

Michael J. Torchia, MPA
Director
Sangamon County Court Services
200 S. 9th Street, Rm. 308
Springfield, IL 62701
Mike.Torchia@co.sangamon.il.us

Notices to the University shall be sent to:

Donald S. Torry, Ph.D.
Interim Associate Dean for Research
SIU School of Medicine
P.O. Box 19616
Springfield, IL 62794-9616

UNIVERSITY CONTRACT REPRESENTATIVE

Donald S. Torry, Ph.D.
Interim Associate Dean for Research
SIU School of Medicine

COUNTY CONTRACT REPRESENTATIVE

Brian McFadden
County Administrator
Sangamon County
200 S. 9th St., Rm. 201
Springfield, IL 62701

METHOD AND RATE OF PAYMENT

Upon receipt of an invoice from the University, the County will make payment to the University via Automated Clearing House payment system within thirty (30) days upon receipt of invoice. The County will pay the University at the rate of \$5,754.92 per month for thirty-five (35) months with a final payment of \$5,754.80 not to exceed a total payment of \$207,177.00 for the grant period.

MAXIMUM PRICE

County will pay the University, not to exceed the total amount of \$207,177.00 budgeted for the period of January 1, 2019 to December 31, 2021.

METHOD OF BILLING

The University shall submit an invoice to County by the fifth (5th) business day of the following month for all of the services rendered within the activities described in the "Services to be Performed Section" of this Exhibit A for the previous month. The invoice shall be sent to:

Sangamon County Court Services
Attn: Julie Collins, Administrative Manager
200 S. 9th Street, Room 308
Springfield, IL 62701