

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT
AND THE DEPARTMENT OF PROBATION
AND COURT SERVICES OF THE 18TH JUDICIAL CIRCUIT

This Agreement by and between the DuPage County Health Department, a certified local health department pursuant to Illinois law, (hereinafter referred to as the Health Department) and the Department of Probation and Court Services of the 18th Judicial Circuit (Probation Department) is entered this 1st day of December, 2023.

RECITALS

WHEREAS, the Illinois General Assembly has granted the Health Department authority to establish and carry out health and mental health programs and administrative services (55 ILCS 5/5 -25013); and

WHEREAS, the Court provides an opportunity through its Mental Illness Court Alternative Program (MICAP) and Special Needs Advocacy Program (SNAP), for individuals charged with crimes to participate in a treatment program with the goal of reducing repeat offenses and re-arrest of the mentally ill; and

WHEREAS, the Health Department has experience and expertise in the provision of services to persons who are mentally ill and have a history of arrest and detention; and

WHEREAS, the Probation Department seeks to reduce repeat offenses and the re-arrest of mentally ill persons; and

WHEREAS, the Health Department can provide services that will reduce repeat offenses and the re-arrest of mentally ill persons.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the parties agree as follows:

ARTICLE I. SERVICES.

- 1.1 Specific services to be provided and operational parameters to be observed are articulated in “Exhibit A: Scope of Services, MICAP”; and “Exhibit B: Scope of Services, SNAP”.
- 1.2 The Court and the Health Department will conform to all state, federal, professional and program standards governing confidentiality of participant information.
- 1.3 The Court will only refer persons who are residents of DuPage County and eighteen (18) years of age or older.
- 1.4 Staffing and Licensure: The Health Department shall provide appropriate clinical and support staff in order to provide mental health case management services pursuant to this Agreement. All mental health treatment to be performed by Health Department professionals shall be performed by persons licensed by the State of Illinois to practice

in the applicable discipline, and/or credentialed by Medicaid Part 132 credentialing standards.

- 1.5 The Health Department will provide such clinical and support personnel necessary for the rendering of mental health consultation pursuant to this Agreement.

ARTICLE II. PROBLEM RESOLUTION

The Probation Department and the Health Department agree to engage in problem resolution activities that will minimize interference with service delivery to mutual recipients. Problem resolution will occur at the earliest opportunity and at the most appropriate administrative level. If problems are not resolved informally, problem resolution activities will include, but are not limited to the following:

- 2.1 The parties to this Agreement will both participate in the identification and resolution of problems, which may arise in its implementation.
- 2.2 Either party will notify the other party in writing and personally when a problem exists, and a meeting to discuss and resolve the problem will occur within five (5) working days. Each party shall have a supervisor present for such meeting.
- 2.3 If a resolution of a problem cannot be reached by the signers of this Agreement, either party may notify the other in writing that the problem remains unsolved, and may identify additional action, which is proposed to resolve the problem.

ARTICLE III. SERVICE AGREEMENT REVIEW

The Probation and Health Departments agree to meet with appropriate personnel and review, at least semi-annually, to ensure that the terms of the Agreement are being met.

ARTICLE IV. COMPENSATION

The Probation Department will pay the Health Department \$208,000.00 annually for services provided. Payment will be made as follows:

- 4.1 The Probation Department will pay the Health Department \$208,000.00 annually for services outlined in Exhibits A and B. A monthly invoice of \$17,333.33 will be sent by the Health Department to the Probation Department, including a service history report that outlines all services provided to program participants and billable service hours to the insurance providers and the non-billable service hours for each participant.
- 4.2 In the event of early termination of this Agreement, the Probation Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Probation Department be liable for any costs incurred or services performed after the effective date of termination as provided herein.
- 4.3 Clients who are accepted into the MICAP and SNAP programs will complete a financial profile at the DuPage County Health Department to determine payment for

services. Clients who have Medicare and/or Medicaid benefits will have all services billed to the appropriate payer. In the event a client does not have any medical benefits, the Health Department will assist with the benefit application process. If a client is found to be ineligible for benefits, copays for services will be based on a client's ability to pay, as determined by household income, and then applied to a sliding fee scale consistent with health Department policy. Clients who do have insurance coverage that is not accepted by the health department will receive assistance with linking to a provider within his/her insurance network.

ARTICLE V. TERM AND TERMINATION OF AGREEMENT

- 5.1 Term. This Agreement will be effective from December 1, 2023 through November 30, 2024.
- 5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.
- 5.3 Effect of Termination.
 - 5.3.a In the event of termination, as of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination or arising as a result of any breach of this Agreement or related to paragraphs b and c of this section.
 - 5.3.b Except as provided in paragraph c of this section, upon termination of this Agreement, for any reason, the Probation Department shall return or destroy all Protected Health Information received from the Health Department or created or received by the Probation Department on behalf of the Health Department that is in possession of subcontractors or agents of the Probation Department. The Probation Department, its subcontractors and its agents shall retain no copies of the Protected Health Information.
 - 5.3.c In the event that the Probation Department determines that returning or destroying the Protected Health Information is infeasible, the Probation Department shall provide to the Health Department notification by mail of the conditions that make return or destruction infeasible within 15 business days. The Probation Department shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Probation Department maintains such Protected Health Information.

5.3.d In the event of termination by either party, the parties understand that said termination shall be consistent with DuPage County Health Department's termination policy for behavioral health.

ARTICLE VI. GENERAL PROVISIONS

- 6.1 Independent Contractors. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 6.2 Entire Agreement Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.
- 6.3 Compliance with Law. Each party agrees to comply with all applicable state and federal law including, but not limited to, the Illinois Mental Health and Development Disabilities Code and Act (405 ILCS 5/1-100, et seq.) as may be amended from time-to-time Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 6.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 6.5 Partial Invalidity. If any provision of this Agreement is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
- 6.6 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to the Probation Department:
Department of Probation and Court Services
505 North County Farm Road
Wheaton, Illinois 60187
Attention: Robert McEllin, Director

If to the Health Department:
DuPage County Health Department
111 North County Farm Road
Wheaton, Illinois 60187
Attention: Adam Forker, Executive Director

Exhibit A

SCOPE OF SERVICES

This Scope of Services is for the Health Department providing to the Probation Department's MICAP Program certain Services pursuant to the above-referenced Agreement. The undersigned agree that Services shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. DESCRIPTION OF PROVIDER'S WORK:

- A. Defendant eligibility screening and mental health assessments shall be completed by the Health Department of all MICAP applicants who have Medicaid or are uninsured.
- The screening and assessment shall consist of a face-to-face meeting between Health Department staff and the MICAP applicant. The assessment will take into account the results of the Adult Risk Assessment as completed by the assigned Probation Officer.
 - The mental health assessment shall consist of a face-to-face meeting between Health Department staff and each referred Probation Department client. The mental health assessment shall include diagnosis of the client's current mental health in accordance with DSM-5 criteria, treatment recommendations, and a determination of whether the client meets Health Department treatment criteria.
 - All mental health assessments shall be completed within fifteen (15) business days of the referral from the Probation Department to the Health Department. Health Department staff shall notify the Probation Department if repeated attempts have been unsuccessful in scheduling the mental health assessment appointment. In the event the mental health assessment has not been scheduled within the fifteen (15) business days, the Health Department will communicate in writing with the client's Probation Officer in order to coordinate a meeting with the client at the Probation Department offices.
 - In the event the mental health assessment appointment is not completed within thirty business (30) days, the Health Department will provide a written summary to the Probation Department of all attempts to schedule the mental health assessment. The Health Department and Probation Department may then mutually agree to terminate the referral.
 - In the event the client does not meet Health Department criteria, the written mental health assessment summary shall indicate referrals to other services to address the client's needs.
 - A written summary of each completed assessment shall be provided to the Probation Department upon completion of the assessment.
- B. Behavioral health services shall be provided to screened Probation Department clients who meet the Health Department criteria. Upon determination of eligibility into the MICAP program, an individualized treatment plan will be completed to initiate behavioral health services. All behavioral health services shall be delivered in keeping with the individual treatment plan. Services recommended and provided by the Health Department through the treatment plan may include:
- Individual/Family/Group counseling
 - Case management
 - Illness/medication education
 - Psychiatric evaluation; psychiatric follow-up appointments

- Medication management
- Determination of benefit eligibility
- Assistance in applying for and maintaining benefits
- Crisis intervention
- Facilitation of emergency psychiatric hospitalization, if necessary
- Assessment and assistance in facilitation of referral to services such as residential treatment; inpatient/IOP/PHP substance abuse/co-occurring disorders treatment; and employment training/coaching
- Collaboration if needed with providers of additional services
- Facilitation of other services such as housing, food, transportation and other basic necessities required to successfully live in the community.

C. Assessments, treatment plans, and the provision of services will be managed by a Clinician/Therapist dedicated to the MICAP program.

D. Prior to termination of an offender's services, the Health Department will contact the Probation Department and notify the Probation Officer of an offender's noncompliance. In accordance with the DuPage County Health Department Failed Appointment Policy, the Health Department and the Probation Officer will work with the offender in an attempt to remedy the noncompliance prior to termination.

E. The Health Department shall attend twice weekly case staffings at designated locations. In addition, the Health Department shall attend the weekly MICAP court call. The Health Department shall attend additional planning or team meetings as scheduled.

F. The Health Department will make available appropriate administrative, medical and other staff to meet once per week with MICAP personnel to address participant's progress and any related issues.

G. The Health Department shall consult with Probation Officers on non-Health Department cases when needed regarding appropriate treatment referrals, diagnosis, treatment and service planning. Additionally, the Health Department shall provide consultation and education to non-clinical stakeholders when needed.

2. **DELIVERABLES:**

- The Health Department shall provide the Probation Department with the service history for all applicants and participants on a monthly basis.
- The Health Department shall provide the Probation Department and the offender with a written copy of the recovery maintenance plan upon graduation.

Exhibit B

SCOPE OF SERVICES

This Scope of Services is for the Health Department providing to the Probation Department's Special Needs Advocacy Program (SNAP) certain Services pursuant to the above-referenced Agreement. The undersigned agree that Services shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. DESCRIPTION OF THE HEALTH DEPARTMENT'S'S WORK:

A. Mental Health Assessments shall be completed by the Health Department of all referred Probation Department clients.

- The Health Department Counselor/Therapist will be consulted to identify potential clients either during or prior to the intake phase who would benefit from specialized mental health services. These consultations could be done in-person, telephonically or as part of staffings. The identified clients would be referred for a mental health assessment which may or may not include traditional SNAP services.
- The mental health assessment shall consist of a face-to-face meeting between a Health Department Counselor/Therapist and each referred Probation Department client. The mental health assessment shall include diagnosis of the client's current mental health in accordance with DSM-5 criteria, treatment recommendations, and a determination of whether the client meets Health Department treatment criteria.
- With a goal of increasing attendance and overall compliance, the Health Department Counselor/Therapist may be required to meet with referred clients or accepted clients in the community. This may be needed when the client and a community visit would assist with stability, when the client's level of engagement is low and meeting in the community would increase the likelihood of participation and follow-through or when the initial contact with the client is proving difficult to complete. These contacts can also be done at the Probation Department in conjunction with a probation office report or in the community accompanied by the probation officer.
- All mental health assessments shall be completed within fifteen (15) business days of the referral from the Probation Department to the Health Department. Health Department staff shall notify the Probation Department if repeated attempts have been unsuccessful in scheduling the mental health assessment appointment. In the event the mental health assessment has not been scheduled within the fifteen (15) business days, the Health Department will communicate in writing with the client's Probation Officer in order to coordinate a meeting with the client at the Probation Department offices.
- In the event the mental health assessment appointment is not completed within thirty business (30) days, the Health Department will provide a written summary to the Probation Department of all attempts to schedule the mental health assessment. The Health Department and Probation Department may then mutually agree to terminate the referral. However, any mental health assessments not actually completed shall not count against the total number of mental health assessments provided under paragraph B (b) of this Exhibit under this Agreement.
- A written summary of each completed mental health assessment shall be provided to the Probation Department within ten (10) business days of the mental health assessment.
- In the event the client does not meet Health Department criteria, the written mental health assessment summary shall indicate referrals to other services to address the client's needs.

B. Behavioral health services shall be provided to screened Probation Department clients who

meet the Health Department treatment criteria. Upon determination of eligibility into the SNAP program, an individualized treatment plan will be completed to initiate behavioral health services. All behavioral health services shall be delivered in keeping with the individual treatment plan.

- a. Services recommended and provided by the Health Department through the treatment plan may include:
 - Individual/Family/Group counseling.
 - Should the Health Department and Probation identify and agreed upon curriculum, the Health Department Counselor/Therapist and identified probation staff would co-facilitate the group (s) at an agreed upon time and location.
 - Case management.
 - Illness/medication education.
 - Psychiatric evaluation; psychiatric follow-up appointments.
 - Medication management
 - Determination of benefit eligibility
 - Assistance in applying for and maintaining benefits
 - Crisis intervention.
 - Facilitation of emergency psychiatric hospitalization, if necessary.
 - Assessment and assistance with referrals to other services such as residential treatment; inpatient/IOP/PHP substance abuse/co-occurring disorders treatment; and employment training/coaching.
 - Collaboration as necessary with other providers.
 - Assistance with access to other services, including housing, food, transportation, and other necessities required to successfully live in the community.
 - Should the Health Department and Probation agree upon an ancillary mental health risk assessment, the Counselor/Therapist will assist in the accurate and reliable scoring of the assessment with assigned clients.
 - b. The Health Department will provide a maximum of eighty (80) completed mental health assessments per year for SNAP referrals.
 - c. In addition to the clients accepted prior to the term of this agreement, the Health Department will initiate treatment for up to sixty (60) additional clients. For the purpose of counting the number of new clients allowed, initiation of case management services shall be determined by receipt of the individual treatment plan by the Probation Department. The treatment plan shall be in writing and designate services provided by the Health Department.
- C. Assessments, treatment plans, and the provision of services will be managed by a Clinician/Therapist dedicated to the SNAP program.
- D. The Health Department will assist with the application for and maintenance of benefits.
- E. A written status form documenting each active client's progress toward meeting the goals of the treatment plan shall be provided to the Probation Department on a monthly basis.
- F. On a bi-monthly basis, the Health Department Counselor/Therapist will meet with designated probation staff to discuss priority cases, including those clients who have exhibited recent suicidal/homicidal ideation; have recently been hospitalized; have active psychosis; are showing increased aggression or are otherwise deemed in need or attention from probation. These staffings may also include non-SNAP clients where similar behaviors are observed or exhibited.

- G. Prior to termination of an offender's services, the Health Department will contact the Probation Department and notify the Probation Officer of an offender's noncompliance. In accordance to the DuPage County Health Department's No-Show Policy, the Health Department and the Probation Officer will work with the offender in an attempt to remedy the noncompliance prior to termination.
- H. Upon termination of services, a written client outcome summary shall be provided to the Probation Department. This shall include services provided to the client, the client's level of engagement and compliance with services, impact of services upon client's symptoms and overall functioning, and the reason services were terminated.
- I. Monthly meetings shall be scheduled in advance at a time mutually agreeable to the Probation Department and Health Department, and will include, at minimum, program supervisors, for the purpose of reviewing administrative and/or clinical items.
- J. **DELIVERABLES:**
- The Health Department shall provide the Probation Department with written summaries of all completed mental health assessments within ten (10) business days of the mental health assessment appointment.
 - The Health Department shall provide the Probation Department with written notification of any referred clients for whom mental health assessments have not been completed within fifteen (15) business days of referral.
 - The Health Department shall provide the Probation Department with written notification of any referred clients for whom mental health assessments have not been completed within thirty (30) business days of referral.
 - The Health Department shall provide the Probation Department a written individualized treatment plan for all new clients receiving case management services.
 - On a monthly basis, the Health Department shall provide a monthly status report for each client receiving case management services.
 - On a monthly basis, the Health Department shall provide the Probation Department with an updated list of all clients for whom mental health assessments have been completed and all clients receiving case management services.
 - The Health Department shall provide the Probation Department with a monthly service history for each active client.