

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

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 18th Judicial Circuit Court (Circuit Court) is entered this 1st Day of February, 2025

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, Circuit Court participants may benefit from mental health-related resources in addition to what is provided through existing Circuit Court programs; and

WHEREAS, the Health Department has experience and expertise in the provision and referral of services for persons who are Circuit Court-involved and may be experiencing mental illness and/or crisis; and

WHEREAS, the Circuit Court seeks to improve the quality of services provided to Circuit Court participants in need of mental health resources; and

WHEREAS, the Health Department can provide resources and support that will improve the Circuit Court user experience.

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

ARTICLE I. SERVICES.

- 1.1 The Health Department will provide a part-time Court Navigator to be housed in the courthouse during peak hours, serving as a direct and immediate point of contact to assist individuals in need of de-escalation, crisis intervention. The Court Navigator may link individuals with resources with the Health Department or other community providers. The Court Navigator will be available to visitors throughout the courthouse, including litigants and their family members, victims, witnesses, jurors and court staff.
- 1.2 The Circuit Court and the Health Department will conform to all state, federal, professional and program standards governing confidentiality of participant information.
- 1.3 Staffing and Licensure: The Health Department shall provide appropriate clinical and support staff in order to provide resources and 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.

- 1.4 The Health Department will provide such clinical and support personnel necessary for the rendering of resources pursuant to this Agreement.

ARTICLE II. PROBLEM RESOLUTION

The Circuit Court 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 Circuit Court 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 Circuit Court will pay the Health Department \$48,000.00 for services provided. Payment will be made as follows:

- 4.1 The Circuit Court will pay the Health Department \$48,000. A monthly invoice of \$4,800 will be sent by the Health Department to the Circuit Court.
- 4.2 In the event of early termination of this Agreement, the Circuit Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Circuit Court be liable for any costs incurred or services performed after the effective date of termination as provided herein.

ARTICLE V. TERM AND TERMINATION OF AGREEMENT

- 5.1 Term. This Agreement will be effective from February 1, 2025 through November 30, 2025.

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 Circuit Court shall return or destroy all Protected Health Information received from the Health Department or created or received by the Circuit Court on behalf of the Health Department that is in possession of subcontractors or agents of the Circuit Court. The Circuit Court, its subcontractors and its agents shall retain no copies of the Protected Health Information.

5.3.c In the event that the Circuit Court determines that returning or destroying the Protected Health Information is infeasible, the Circuit Court shall provide to the Health Department notification by mail of the conditions that make return or destruction infeasible within 15 business days. The Circuit Court 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 Circuit Court 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 Circuit 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 Circuit Court:

18th Judicial Circuit Court
Office of the Chief Judge
505 North County Farm Road
Wheaton, Illinois 60187
Attention: Suzanne Armstrong, Court Administrator

If to the Health Department:

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

Or to such other persons or places as either party may from time to time designate by written notice to the other.

- 6.7 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 6.8 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 6.9 Assignment, Binding Effect. The Health Department shall not assign or transfer, in whole or in part, this Agreement or any of the Health Department's rights, duties or obligations under this Agreement without the prior written consent of the Circuit Court and any assignment or transfer by the Health Department without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the

parties hereto and their respective heirs, representatives, successors and permitted assigns.

6.10 Assignment, Binding Effect. The Circuit Court shall not assign or transfer, in whole or in part, this Agreement of any of Circuit Court's rights, duties or obligations under this Agreement without the prior written consent of the Health Department, and any assignment or transfer by the Circuit Court without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

For the Health Department:

For the Circuit Court:

Adam Forker
Executive Director

Bonnie M. Wheaton
Chief Judge

Date _____

Date _____