

STEP-UP SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles charged with domestic battery; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.
2. **Term:** This AGREEMENT is for a term commencing February 1, 2024, and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.
3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on an hourly rate of \$65.00 per youth participant per session and shall not exceed six hundred fifty dollars (\$650) with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, (\$18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify

PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.
7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.
8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.
9. **Confidentiality and Ownership of Documents.**
 - 9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.
 - 9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.
10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.
 - 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change, or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any

PROVIDER employee, except for minor traffic violations.

- 10.2 Compliance with Laws. PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.
 - 10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.
 - 10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.
 - 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to PROVIDER in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.
11. **Independent Contractor:** It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.
 12. **Indemnification:** PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).
 13. **Favored Nation:** PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the

DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.

14. **Insurance.**

- 14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:
 - 14.1.a Worker's Compensation Insurance in the statutory amounts.
 - 14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.
 - 14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.
- 14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER's Certificates of Insurance before issuance of a Notice to Proceed.
- 14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.
- 14.4 PROVIDER's insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees, and agents as additional insured parties.

15. **Entire Agreement and Amendment:**

- 15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.
- 15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 15.3 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 15.4 No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

- 15.5 In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.
16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.
17. **Waiver of/Failure to Enforce Breach:** The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.
18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:

Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: Robert McEllin

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

**DEPARTMENT OF PROBATION
AND COURT SERVICES**

Signature on file

By: _____
ROBERT MCELLIN
DIRECTOR

**NORTHEAST DUPAGE FAMILY AND YOUTH
SERVICES**

Signature on file

By: _____
SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>STEP UP GROUP SERVICE AGREEMENT</u>	Contract Date	<u>February 1, 2024</u>
County's Project Manager	<u>RAY STUBNER</u>	Contractor's Project Manager	<u>SHANNON HARTNETT</u>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") 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. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of "Step Up" curriculum, as developed and copyrighted by Greg Routt and Lily Anderson of King County, Washington. [Note: "Step Up" curriculum is used by permission of the authors.]
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment".

B. Assessment of client needs:

- All clients shall be assessed by PROVIDER for determining appropriateness for the Step-UP curriculum.
- All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.
- PROVIDER shall work with each client to develop a safety plan to prevent additional domestic violence.
- PROVIDER shall administer the "Step Up" behavior checklist to each client upon referral and program completion.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.

- Group counseling shall follow the “Step Up” curriculum.
- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.
- Group counseling shall be delivered to separate “youth” and “parent” groups as designated in the “Step Up” curriculum
- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:

- Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
- Individual counseling shall include material adapted from “Step Up” curriculum.
- Individual counseling shall directly address juvenile’s aggressive behavior as related to domestic battery arrest.
- Individual counseling may also address factors indirectly related to juvenile’s aggressive behavior and/or family dynamics indirectly related to juvenile’s aggressive behavior.

2. **DELIVERABLES:**

A. On a weekly basis:

- PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
- PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
- PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:

- PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER’s staff delivering services.