

INTERAGENCY PROFESSIONAL SERVICES AGREEMENT

This INTERAGENCY PROFESSIONAL SERVICES AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 13th day of January 2026, and is entered into by and between the DuPage County Public Defender (hereinafter "PUBLIC DEFENDER") and the DuPage County Health Department (hereinafter "HEALTH DEPARTMENT")

RECITALS

WHEREAS, it is desirable for and the PUBLIC DEFENDER seeks to provide a Community Support Specialist (Case Manager) in pretrial court to provide mental health and/or substance use screening to clients of the PUBLIC DEFENDER; and

WHEREAS, the PUBLIC DEFENDER has received a grant from the Illinois Criminal Justice Information Authority (Byrne State Crisis Intervention Program) in support of public defense services which will fund the Community Support Specialist (Case Manager); and

WHEREAS, it is desirable for the HEALTH DEPARTMENT and the PUBLIC DEFENDER to work cooperatively to reduce the prevalence and recidivism of individuals with substance use disorders and of individuals with mental health needs in the criminal justice system; and

WHEREAS, the HEALTH DEPARTMENT has the expertise, knowledge, resources and professional licensure necessary to provide said certain mental health and/or substance use screening services; and

WHEREAS, the HEALTH DEPARTMENT and the PUBLIC DEFENDER seek to partner to address and provide linkage to treatment for individuals involved in the criminal justice system with substance use disorder needs and with mental health needs; and

WHEREAS, the HEALTH DEPARTMENT and the PUBLIC DEFENDER seek to partner for screening services, according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby 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 on January 13, 2026, and continuing until November 30, 2026, unless terminated sooner as provided herein.
3. Scope of Services:
The HEALTH DEPARTMENT shall provide a Community Support Specialist (Case Manager) to conduct mental health and/or substance use screening for individuals in pre-trial

level. The HEALTH DEPARTMENT agrees to provide the services set forth in Exhibit "A" which is attached and incorporated herein at such times as may be scheduled. The HEALTH DEPARTMENT will provide prior notice to the PUBLIC DEFENDER in the event that the HEALTH DEPARTMENT is unavailable for any reason once services are scheduled. The HEALTH DEPARTMENT agrees to render professional services and perform the functions and duties under this AGREEMENT at all times in strict accordance with currently approved methods and practices in the HEALTH DEPARTMENT'S field.

4. Compensation.

(a)The PUBLIC DEFENDER will compensate the HEALTH DEPARTMENT, by way of funds from the Illinois Criminal Justice Information Authority grant for one Part Time (20-hrs/week) Community Support Specialist (Case Manager) for Pre-Trial court; compensation shall not exceed Dollars \$40,250 during the term of this agreement. Reimbursement will be made in monthly installments of \$3,354.16, based on invoicing from HEALTH DEPARTMENT for services described in scope of services. It is expressly understood that said compensation is dependent upon the PUBLIC DEFENDER having sufficient funds from the Illinois Criminal Justice Information Authority grant.

5. Use of facilities: The PUBLIC DEFENDER shall permit the HEALTH DEPARTMENT to use such facilities in the DuPage County Correctional Center (where will the evaluations take place?) as he deems available and suitable for the performance of the services to be provided hereunder. The provision of facilities is an accommodation only and the PUBLIC DEFENDER makes no warranties, expressed, or implied, as to their condition. If from time to time, no facilities are available and suitable, the HEALTH DEPARTMENT will be relieved of the obligations hereunder until the facilities can be used, and the AGREEMENT shall not terminate by reason of a temporary unavailability of facilities.

Further, neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, or natural disasters.

6. Ownership: Unless otherwise provided by law, all records, reports, documents, and other materials prepared by the HEALTH DEPARTMENT in performing services, as well as 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 PUBLIC DEFENDER. All of the foregoing items shall be delivered to the PUBLIC DEFENDER upon demand at any time and in any event, shall be promptly delivered to the PUBLIC DEFENDER upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in the HEALTH DEPARTMENT'S

possession, such items shall be restored or replaced at the HEALTH DEPARTMENT'S expense. The HEALTH DEPARTMENT may, from time to time, bring in equipment and materials owned by the HEALTH DEPARTMENT, subject to the PUBLIC DEFENDER'S review for security purposes, and these items shall remain the property of the HEALTH DEPARTMENT.

7. Personnel: HEALTH DEPARTMENT will participate by providing one Community Support Specialist (Case Manager) for up to 20 hours per week in pre-trial court utilizing one case manager within the limitations of this AGREEMENT ("HEALTH DEPARTMENT PERSONNEL"). Any such HEALTH DEPARTMENT PERSONNEL, shall be deemed employees or under the control of the HEALTH DEPARTMENT as to the performance of their duties, and the HEALTH DEPARTMENT shall be responsible for all employee benefits it chooses to extend to them, and for all applicable statutory protections accruing to them.

If the PUBLIC DEFENDER determines, in his sole discretion, that any HEALTH DEPARTMENT PERSONNEL are or act in a manner unsuitable to the nature of pre-trial services, he may give written notice to the HEALTH DEPARTMENT to remove that individual and the HEALTH DEPARTMENT shall comply within the time set in the notice. No notice need be given in an emergency, as determined by the PUBLIC DEFENDER or his Deputy on the scene. If the PUBLIC DEFENDER determines, in his sole discretion, that the situation is one that may be corrected, he can, but is not required to, permit the HEALTH DEPARTMENT a reasonable opportunity for correction prior to removal.

8. Termination: Either party may terminate this AGREEMENT upon sixty (60) days written notice, and the parties may also mutually agree to termination. Termination may occur based on insufficiency of funds in the Illinois Criminal Justice Information Authority grant to support this AGREEMENT. Upon termination, this AGREEMENT shall be and become of no further force and effect and each of the parties shall be relieved and discharged of their respective obligations from the date of termination.
9. Insufficient funds: This AGREEMENT may be terminated if the PUBLIC DEFENDER fails to have sufficient funds in the Illinois Criminal Justice Information Authority grant to support the AGREEMENT and/or the DuPage County Correctional Center Substance Use Disorder Recovery Pod Program and/or the DuPage County Correctional Center Behavioral Health Re-Entry Program.
10. Notices: All notices required under this AGREEMENT shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document) during normal business hours, or the next workday if sent in that manner after close of business; or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

11. Entire Agreement and Amendment: This AGREEMENT, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this AGREEMENT. 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. Any prior agreements or representations, either written or oral, relating to the subject matter of this AGREEMENT are of no force or effect.

For the PUBLIC DEFENDER:
DuPage County PUBLIC DEFENDER's Office
Attention:
503 N County Farm Road
Wheaton IL, 60187

For: HEALTH DEPARTMENT
DuPage County Health Department
111 N. County Farm Road
Wheaton IL, 60187

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below.



Jeff York
PUBLIC DEFENDER of DuPage County IL.

12/17/2025
Date



Executive Director or designee of
DuPage County Health Department

12/17/2025
Date

Exhibit A

SCOPE OF SERVICES

This Scope of Services is for the DuPage County Health Department (DCHD) providing to the DuPage County Public Defender's Office (Public Defender) 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. DCHD will provide one Community Support Specialist (CSS) (or designee), up to 20 hours per week, to attend First Appearance Court, Monday – Friday.
- B. CSS will conduct behavioral health screenings to defendant's identified by Public Defender's office.
 - i. Screenings will focus on potential behavioral health needs including both mental health and substance use.
 - ii. In addition to behavioral health needs, other social determinants of health (SDOH) will be screened for. These include but are not limited to:
 1. Housing
 2. Access to healthcare and healthcare coverage
 3. Access to transportation
- C. CSS will provide resources & referrals including but not limited to:
 - i. Linkage to mental health and/or substance use treatment
 - ii. Linkage to Crisis Recovery Center (CRC) for immediate triage of behavioral health needs
 - iii. Referrals to resources within person's community (i.e., housing, transportation, healthcare)
- D. CSS will assist in identifying solutions to potential barriers related to attending next court date.
- E. CSS will provide Public Defender with general overview of potential concerns and needs of the defendant, as well as overview of resources/services that are planned to be provided to defendant. This information will be communicated in written form, including but not limited to a behavioral health screening.
- F. When providing behavioral health screenings for the Public Defender's Office, all communication with defendants is conducted in accordance with the policies and procedures established by the Public Defender.
- G. In the event that the defendant has current or past treatment history with DCHD, CSS will obtain consent from defendant via release of information to share any applicable treatment history with Public Defender's Office. Defendant's refusal to consent to release/sharing of clinical information will not prevent CSS from assisting defendant with obtaining resources/treatment linkages or performing a behavioral health screening.
- H. DCHD will provide aggregated data that includes but is not limited to:
 - i. # of clients screened by charge
 - ii. # of clients referred for services by type (e.g., CRC referral, linkage to outpatient, referral to external resource, etc.)