



NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS

Consultation Agreement

This Agreement as outlined below is effective 7/1/24 between the DuPage County, Department of Probation and Court Services and the National Association of State Head Injury Administrators (NASHIA).

SCOPE OF WORK:

The duration of the project is from 7/1/24 to 6/30/27. Activities and products may be modified with a written amendment by DuPage County and NASHIA.

NASHIA (“Contractor”) will support DuPage County Department of Probation and Court Services (“Client”) with developing a brain injury identification and support protocol for use with their participant population. Specifically, NASHIA’s Online Brain Injury Screening and Support System (OBISSS) is a brief screening tool for nonexperts to identify individuals needing support because of a history of brain injury. OBISSS also provides evidenced-based compensatory strategies customized for the individuals as well as tip sheets with strategies for the Veterans Treatment Court. These tip sheets will include simple compensatory strategies for Court staff that will help them support veterans with brain injury more effectively with the goal to ultimately increase better outcomes for the veteran in the court system.

Additionally, scholarships will be provided for 20 community treatment providers that partner with the VTC to take NASHIA’s Neuropsychological Screening Course for justice, mental health, and community-based treatment providers, so that they can assess for brain injury impairment when indicated. This three-hour, three-part course is designed for masters-level community providers, (community rehabilitation provider staff, addictions professionals, etc) who want to be able to thoroughly assess an individual with a brain injury.

Contractor will also develop and implement an online, on demand, brain injury training designed to provide education to the DuPage VTC team for insight as to what brain injury is and strategies for accommodating the challenges associated with brain injury. The project will incorporate basic brain injury training within the court’s existing peer support model. This will ensure that certified peer support specialists are brain injury informed.

Finally, Contractor will develop a brain injury informed guide on implementing the motivational interview approach. This will include components of “traditional” motivational interviewing with simple changes and strategies to ensure that it is most impactful for people with brain injury.



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COMPENSATION

Contract not to exceed \$52,250 payable to NASHIA.

TERMS OF AGREEMENT:

Term. This Agreement will begin 7/1/24 and will end no later than 6/30/27. The Client will receive all completed work from the Contractor as outlined in the Scope of Work.

Termination. Prior to the completion of the project, either party may terminate this Agreement within thirty (30) days' notice to the other party in email. Client shall only be obligated to pay the fees incurred up to the date of termination. In no event shall Client be liable for any costs incurred or Services performed after the effective date of termination as provided herein.

Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets.

Assignment. This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

Confidentiality and Ownership of Documents.

Confidential Information. In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor 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 Client. Contractor 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 Contractor disseminate any information regarding Services without the prior written consent of Client. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.

Ownership. All records, reports, documents, and other materials prepared by Contractor 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 Client. All of the foregoing items shall be delivered to Client upon demand at any time and in any event, shall be promptly delivered to



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Client upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.

Representations and Warranties of Contractor: Contractor 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.

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.

Compliance with Laws. Contractor 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, Contractor is and shall remain in compliance with all Client policies and rules, including, but not limited to, criminal background checks.

Good Standing. Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.

Authorization. In the event Contractor is an entity other than a sole proprietorship, Contractor 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 Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.

Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.

Independent Contractor: It is understood and agreed that the relationship of Contractor to Client is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive employee benefits from Client or the County of DuPage. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by Client. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of Client or the County of DuPage. Contractor hereby represents that Contractor'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.

Favored Nation: Contractor shall furnish Services to Client at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, Client is entitled to a refund in the amount of the overcharge, plus interest at the rate of

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1% per month from the date the overcharge was paid by the Department until the date refund is made. Client has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

Contractor's Insurance: The Contractor shall maintain, at its sole expense, insurance coverage including:

- Worker's Compensation Insurance in the statutory amounts.
- Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000,000.00) employee/disease.
- It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.

The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and 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 Client.

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.

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.

Waiver: No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

County Approval: If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

Notices: Any required notice shall be sent to the following addresses and parties:

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IF TO THE DEPARTMENT:

Robert McEllin, Director
Department of Probation and Court Services
503 North County Farm Road
Wheaton, IL 60187

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

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
503 North County Farm Road
Wheaton, IL 60187-2521

IF TO CONTRACTOR:

Rebecca Wolfkiel
National Association of State Head Injury Administrators
P.O. Box 1878
Alabaster, AL 35007

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph.

PAYMENT SCHEDULE:

Contractor will invoice based on services completed. Contractor shall provide invoices to Client for all services performed within 30 days of the provision of such services prior to payment. Client will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 et. seq.). As such, Client will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.

SIGNATURES:

Client and Contractor hereby agree to the above stated Terms and Conditions, effective the date of execution of the Agreement.

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Client: DuPage County Department of Probation and Courts

Signature on File

July 22, 2024

Date

And

Contractor: NASHIA

Signature on File

Rebecca Wolfkiel, Executive Director

May 31, 2024

Date



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OBISSS Subscription (3 years @ \$7150/year)		\$21,450
Online training for VTC Team		\$8,250
Online training for VTC Peers and Mentors		\$8,250
Neuropsychological Screening Course for 20 clinicians		\$3,300
Creation of a BI Informed Motivational Interview Guide		\$11,000
GRAND TOTAL		\$52,250