

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

DATE: WEDNESDAY, DECEMBER 20, 2023

Members: Aaron Booker, Jean

TIME: 5:30 PM

Crosby, Tim Nabors, Angie Goral,

LOCATION: ROOM 510

Kevin McCarthy, Chris Scrol

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 15, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Chairman’s Office of Criminal Justice Initiatives – Future Projects Discussion
- F. Resolution Authorizing the Use of Propertyroom.Com to Auction Items Stored in Evidence That Have Been Approved to Be Auctioned or Destroyed
- G. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS)
- H. Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison
- I. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
- J. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program
- K. Future Agenda Items
- L. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Wednesday, November 15, 2023
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Angie Goral
Kevin McCarthy
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Rick Ciganek, Winnebago County Sheriff's Office
Deanna Severson, Purchasing Specialist

Absent:

Aaron Booker, **Vice Chairperson**
Jean Crosby
Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 18, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Impound Vehicle Storage and Related Services
- F. Resolution Authorizing Execution of a First Amendment to the Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford
- G. Resolution Accepting Award and Authorizing Execution of Service Agreements and Amendment #01 for the Office Recruitment and Retention Grant Program
- H. Future Agenda Items
- I. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:30 PM.

Roll Call

Chairperson Lindmark yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Scrol yes.

Approval of October 18, 2023 Minutes

Motion: Mr. McCarthy. Second: Mr. Scrol.
Motion passed by unanimous voice vote.

Public Comment

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Awarding Impound Vehicle Storage and Related Services

Motion: Mr. McCarthy. Second: Mr. Scrol.
Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing Execution of a First Amendment to the Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

Motion: Mr. McCarthy. Second: Mr. Scrol.
Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Accepting Award and Authorizing Execution of Service Agreements and Amendment #01 for the Office Recruitment and Retention Grant Program

Motion: Mr. McCarthy. Second: Mr. Scrol.
Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

None reported.

Adjournment

Chairperson Lindmark called for a motion to adjourn.
Motion: Mr. McCarthy. Second: Mr. Scrol.
Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

**Chairman's Office of
Criminal Justice
Initiatives-
Future Projects Discussion**



Resolution Executive Summary

Prepared By: Kyle Boomer
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Board Meeting Date: January 11, 2024
Resolution Title: Resolution Authorizing the Use of PropertyRoom.Com to Auction Items Stored in Evidence That Have Been Approved to Be Auctioned or Destroyed

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Descriptor: PropertyRoom.com to auction items from evidence

Background Information: The Winnebago County Sheriff’s Department has a large amount of property that can either be auctioned or destroyed, in our Evidence Section. In the past, the County’s Purchasing Department would auction 4-5 items at a time. However, we have not had an auction in 6-8 months and the Sheriff’s Office now has over 100 items ready to be auctioned.

Recommendation: Approve the agreement. This contract is no cost to Winnebago County. PropertyRoom.com receives 50% of any profit made up to \$1,000 on a single item auctioned off. PropertyRoom.com receives 25% of any profit on a single item that is sold for over \$1,000. Their money is taken from the items sold. Our Evidence Section is becoming full and this is a way to dispose of the property.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved the contract.

Follow-Up: n/a

**RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Brad Lindmark

Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING THE USE OF PROPERTYROOM.COM TO AUCTION ITEMS STORED
IN EVIDENCE THAT HAVE BEEN APPROVED TO BE AUCTIONED OR DESTROYED**

WHEREAS, the Winnebago County Sheriff's Office proposes an agreement for surplus asset management, selling, auction, disposition, and related services with PropertyRoom.com, Inc. for a term of one (1) year; and

WHEREAS, the term of the Agreement shall commence upon the County's execution of the Agreement, and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for one (1) consecutive year terms unless written notice of non-renewal is provided by either party at least sixty (60) days prior to the expiration of the then current term; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of services for the PropertyRoom.com and recommends approving an agreement from:

**PropertyRoom.com, Inc.
5257 Buckeystown Pike Suite 475
Frederick, MD 21704**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement similar in language to Resolution Exhibit A with PropertyRoom.com, Inc., 5257 Buckeystown Pike Suite 475, Frederick, MD 21704.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Deputy-Chief-Uniform Services Bureau, Winnebago County Sheriff, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2024.

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and Winnebago County Sheriff's Dept ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.

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Add #2
pg #1

2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. **Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. **Payment for Services**

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

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Add #2
pg #1

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

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pg #1

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

Asset Disposition Services Agreement

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

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pg #1

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. Books and Records.

Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. Notices.

Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. Interpretation.

Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. Governing Law.

The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. Further Assurances.

Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. Relationship of the Parties.

No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name:	Account #: 2631
Street Address:	Cooperative Purchasing Agreement? Sourcewell <input checked="" type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: 42066
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone:	Fax:
Primary Contact: Name _____ Work _____ Mobile _____ Email _____	Secondary Contact: Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.

2. **Definitions.**

- a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
- b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
- c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
- d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
- e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

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Add #2
pg #2

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.

- (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
- (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
- (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

(4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
 - (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
 - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

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Add #2
pg #2

- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
 - (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

re: 4
See
Add #2
pg #2

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____

ADDENDUM #2 TO ASSET DISPOSITION SERVICES AGREEMENT

This addendum is attached to and made part of Winnebago CO IL Sheriff's Office's Asset Disposition Services Agreement dated _____ (the "Agreement"). In the event of a conflict between the provisions of the Agreement and this Addendum, the terms of this Addendum shall govern.

The Asset Disposition Services Agreement is hereby modified as follows:

- 1. Revise Section 2. Title to Assets.** Add the following verbiage to the end of the paragraph: The Owner reserves the right, at Owner's cost to have any item ("Asset") returned to the possession of the Owner prior to auction even if the item ("Asset") has already been collected by the Contractor from the Owner.
- 2. Revise Section 4.d. Reporting.** Add the following verbiage to the end: Agency requires a monthly online report to include at minimum a list all of the Owner's items ("Assets") that have been sold by the Contractor and the prices at which any such items ("Assets") were sold, as well as credit card fees on each item ("Asset").
- 3. Revise Section 5. Contractor Obligations.** The first paragraph will read as follows: Contractor shall not subcontract any of its Services and/or obligations under this Agreement without the prior written consent of the Owner. If said prior written consent is given by the Owner, the Contractor shall be responsible for any breach of this Agreement by such subcontractors.
- 4. Add Section 5.c. Objectionable Material.** to read as follows: If the Owner discovers any objectionable material (that which the Owner finds offensive or undesirable) on web pages utilized by the Contractor to sell the Owner's property, the Owner reserves the right to demand the removal of such objectionable material. If such objectionable material is not removed within five (5) business days, then the Owner reserves the right to discontinue internet auctions of its items ("Assets").
- 5. Add Section 5.d. PSI Security.** to read as follows: Contractor will also take all necessary steps to insure the security protection of credit card information of internet auction buyers/purchasers of a sold asset, as well as any personal information provided by said purchasers and buyers.
- 6. Add Section 5.e. Use of Owner's Logo.** to read as follows: The Contractor may not display or use the Owner's logo on their web site without the express written consent of the Owner.

ADDENDUM #2 TO ASSET DISPOSITION SERVICES AGREEMENT (CONT.)

The PRC Sourcewell Fees & Services Addendum is hereby modified as follows:

7. Revise Section 3. Services Offered. to read as follows: The first paragraph will read as follows: Contractor provides a suite of Services referenced herein. Upon prior written mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

8. Revise Section 3.a. Portables Auctions Services (“Portables”). A second paragraph is added to read as follows: Once Portable Assets are picked up by the Contractor, the Owner shall be indemnified by Contractor against any claims made, related to the Services referenced herein, by the purchaser or Buyer of the Portable Asset sold at auction. Should an item on an Asset List need to be returned by the purchase of the item, the Owner will only be responsible for returning the portion of the sales price that was remitted to it by the Contractor under the terms of this Agreement.

The remainder of 3.a. remains as written.

9. Revise Section 3.d. Haul Away Auction Service (“Haul Away”). A second paragraph is added to read as follows: Once Haul Away Assets are picked up by the Contractor, the Owner shall be indemnified by Contractor against any claims made, related to the Services referenced herein, by the purchaser or Buyer of the Haul Away Asset sold at auction. Should an item on a Haul Away Asset List need to be returned by the purchase of the item, the Owner will only be responsible for returning the portion of the sales price that was remitted to it by the Contractor under the terms of this Agreement.

The remainder of 3.d. remains as written.

10. Revise Section 4. Modifications. to read as follows: Contractor, subject to prior written approval from the Owner, may, from time to time, modify Standard Fees & Services. After receiving prior written approval from the Owner, to effect a fee change, Contractor shall provide Owner advance notice which shall include an update to this Addendum.

WINNEBAGO CO IL SHERIFF’S OFFICE

By: _____
Signature / Printed Name & Title

Date: _____

PROPERTYROOM.COM, INC.

By: _____
Aaron Thompson, CEO

Date: _____

**PROPERTYROOM.COM
NEW ACCOUNT SET-UP**



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

2. Main pick-up location for assets. (If more than one location, please specify)

3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

**PROPERTYROOM.COM
NEW ACCOUNT SET-UP**



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Board Meeting Date: January 11, 2024
Resolution Title: Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS)

Budget Information:

Was item budgeted? No	Appropriation Amount: 331,313.00
If not, explain funding source: Illinois Department of Children and Family Services	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Office proposes to provide policing services for the Rockford Area DCFS office. The contract is for two years and all costs related to the Deputy position will be covered by the State of Illinois -DCFS.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

Legal Review: The State's Attorney's Office has reviewed and approved the contract.

Follow-Up: n/a

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO, ILLINOIS AND THE ILLINOIS DEPARTMENT OF CHILDREN
AND FAMILY SERVICES (DCFS)**

WHEREAS, the County of Winnebago, Illinois, on behalf of the Winnebago County Sheriff's Office (Sheriff's Office) is in a unique position to help support the Illinois Department of Children and Family Services (DCFS) Child Protection Specialists (CPS) as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client's home; and

WHEREAS, DCFS desires to collaborate with the Sheriff's Office to enhance safety protocols and measures for CPS when they perform the aforementioned duties; and

WHEREAS, the parties are authorized by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to enter into an intergovernmental agreement for the provision of such services by the Sheriff's Office, and the parties desire to enter into such an agreement; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement attached hereto as Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement between the County of Winnebago, Illinois, on behalf of the Winnebago County Sheriff's Office and the Illinois Department of Children and Family Services (DCFS), in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS
AND THE ILLINOIS DEPARTMENT OF CHILDREN
AND FAMILY SERVICES (DCFS)**

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Winnebago (“County”) on behalf of the Sheriff of Winnebago County (“Sheriff’s Office”) and the Illinois Department of Children and Family Services (“DCFS”) (individually, a “Party” and collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, DCFS has the primary responsibility of protecting children through the investigation of suspected abuse or neglect by parents and other caregivers in a position of trust or authority over the child; and

WHEREAS, the Child Protection Division (CPD) is a specialized component within DCFS tasked with the crucial role of investigations into the alleged abuse or neglect of a child; and

WHEREAS, DCFS Child Protection Specialists (CPS) are required to implement the duties and responsibilities of CPD by assessing immediate safety of children and initiating appropriate levels of protection needed, observing family situations relating to allegations of abuse and neglect, interviewing alleged victims and perpetrators, and placing children in protective custody if necessary; and

WHEREAS, the Sheriff’s Office is in a unique position to help support CPS as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client’s home; and

WHEREAS, DCFS desires to collaborate with the Sheriff’s Office to enhance safety protocols and measures for CPS when they conduct required home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires visiting a client’s home; and

WHEREAS, a strong collaboration between DCFS and the Sheriff’s Office to enhance safety protocols and measures will help support CPS in performing their job duties and responsibilities; and

WHEREAS, DCFS and the Sheriff’s Office have created a specialized unit in which a Deputy Sheriff will accompany and assist CPS during home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires CPS to visit a client’s home.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this IGA, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. ROLES AND RESPONSIBILITIES

A. DCFS Responsibilities

- i. CPS will identify, with direction from the Child Protection Specialist Supervisor, Area Administrator, or Regional Administrator, instances in which a Deputy Sheriff is needed to accompany and assist CPS to a home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities, which requires CPS to visit a client's home.
- ii. CPS will make reasonable efforts to identify and assess any known safety risks prior to conducting any home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit to a client's home.
- iii. CPS will fully brief the assigned Deputy Sheriff on all pertinent and non-confidential information, including any identified risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home. CPS will share confidential information to the extent necessary to protect the safety of CPS or the Deputy Sheriff and such information will be subject to the requirements of Section VIII.B.
- iv. As directed by the Deputy Sheriff, CPS will adhere to any safety measures identified by the Deputy Sheriff in response to the known risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home.
- v. DCFS will provide a dedicated office space, furnished with a desk and office furniture, including a secured cabinet, in the local DCFS field office for the assigned Deputy Sheriff. The field office location is as follows: 200 S Wyman, Rockford, IL.
- vi. If the Deputy Sheriff is dissatisfied with the performance of DCFS pursuant to this IGA, DCFS and the Sheriff's Office shall try to find a mutually agreeable solution. If the Parties are unable to find a mutually agreeable solution, the Sheriff's Office may terminate this IGA pursuant to Section IV.

B. Sheriff's Office's Responsibilities

- i. Provided DCFS performs under Section V, the Sheriff's Office shall make all reasonable efforts to assign one (1) Deputy Sheriff and one (1) squad car to CPD located in Winnebago County ("County CPD") to accompany and assist CPS as needed.

- ii. Contingent on operational capacity, as determined in Sheriff's Office sole discretion, the Deputy Sheriff shall be dedicated five (5) days a week from 8 a.m. to 5 p.m. to County CPD.
 - iii. In the event that the assigned Deputy Sheriff takes benefit time or leave, Sheriff's Office shall make all reasonable efforts to assign an appropriate individual for coverage purposes and to assume the duties and responsibilities of the assigned Deputy Sheriff.
 - iv. As permitted by other duties, as determined in Sheriff's Office sole discretion, the assigned Deputy Sheriff shall assist County CPD in executing child protection warrants issued by the Circuit Court of Winnebago County to help locate and return missing youth in care to DCFS.
 - v. The Sheriff's Office shall provide a vehicle, fuel, a computer, and routine supplies for the assigned Deputy Sheriff as deemed necessary by the Sheriff's Office, subject to reimbursement as set forth in Section V.B.
 - vi. The Deputy Sheriff detailed to County CPD is and shall remain an employee of the Sheriff's Office and shall be supervised through and directed by the chain-of-command of the Sheriff's Office. All activities of the assigned Deputy Sheriff shall be undertaken as an employee of the Sheriff's Office pursuant to all applicable laws and Sheriff's Office rules, regulations, policies and procedures.
 - vii. The Sheriff's Office personnel assigned to County CPD shall report, document, and record their activities, including the number of home visits with which the Deputy Sheriff provided assistance to County CPD, according to the Sheriff's Offices General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the Sheriff's Office and shall be provided to DCFS on a monthly basis or more frequently as requested.
 - viii. The assigned Deputy Sheriff shall fully brief CPS on all pertinent and non-confidential information known or available to the Sheriff's Office, including any identified risks associated with the home evaluation, home visit, or other responsibilities requiring CPS to visit a client's home.
 - ix. In the event DCFS believes that the assigned Deputy Sheriff is not effectively performing his or her duties and responsibilities, DCFS shall notify the Sheriff's Office. A meeting shall be conducted with the assigned Deputy Sheriff in order to informally mediate or resolve any problems. If the continued assignment of the Deputy Sheriff is unacceptable to DCFS following the meeting, a different Deputy Sheriff shall be assigned by the Sheriff.
 - x. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the assigned Deputy Sheriff based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
- C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of DCFS, County, or the Sheriff's Office.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on January 1, 2024, and shall continue for two (2) years, through and until December 31, 2026. Any Party may terminate this IGA at any time and for any reason upon thirty (30) days' written notice.

V. REIMBURSEMENT

- A. DCFS agrees to reimburse the Sheriff's Office at the rate of \$173,171.00 in year one and \$158,142.00 in year two in exchange for the Sheriff's Office assignment of one (1) Deputy Sheriff to County CPD pursuant to this IGA. Said payment shall be used by the Sheriff's Office to pay the salary and benefits of such Sheriff's Deputy.
- B. DCFS agrees to reimburse the Sheriff's Office for the operating costs of one vehicle as detailed in the attached budget, which includes, but is not limited to, fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
- C. In the event that the assigned Deputy Sheriff has taken benefit time or leave and overtime is necessary to hire back another Deputy Sheriff for coverage purposes, DCFS agrees to reimburse the Sheriff's Office at the rate of \$ \$71.4341 an hour not to exceed \$3,550.78 hours for calendar year 2023 and \$73.9343 an hour not to exceed \$3,675.00 hours for calendar year 2024 for such overtime costs.
- D. DCFS agrees to reimburse the Sheriff's Office for other reasonable costs identified pursuant to this IGA.
- E. The Sheriff's Office shall send an invoice to DCFS for costs incurred in accordance with Section V.A, V.B, and V.C. Invoices shall be prorated and issued on a monthly basis on the 15th of each month.
- F. DCFS shall process payment to the Sheriff's Office within ninety (90) days of receipt of invoice, payable to the Winnebago County Sheriff's Office, 650 W. State Street, Rockford, IL 61102.

VI. DISPUTE RESOLUTION

In the event of a dispute between DCFS and the Sheriff's Office concerning this IGA, each Party shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Winnebago County [representative on behalf of the County needed] and DCFS's General Counsel shall be responsible for promptly resolving the dispute in good faith and in a cooperative manner. If the Parties are unable to resolve the dispute, either Party may terminate this IGA in accordance with Section IV.

VII. NOTICE

Unless otherwise specified, any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U.S. mail. Any notice, demand, or request served personally or by facsimile transmission as aforesaid

shall be effective upon receipt. Any notice, demand, or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

To the Winnebago County Sheriff's Office:	WCSO Attn: Sheriff Gary Caruana 650 W. State St. Rockford, IL 61102
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To DCFS:	DCFS Attn: Director's Office 60 East Van Buren Suite 1339 Chicago, IL 60605
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VIII. MISCELLANEOUS

- A. The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information shall be preserved; (ii) the information furnished shall be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- C. This IGA is contingent upon and subject to the availability of sufficient funds. DCFS may terminate or suspend this IGA in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to DCFS; (ii) the Governor or DCFS reserves appropriated funds; or (iii) the Governor or DCFS determines that appropriated funds may not be available for payment. DCFS shall provide notice, in writing, to the Sheriff's Office of any such funding failure and its election to terminate or suspend this IGA as soon as practicable. Any suspension or termination pursuant to this Section shall be effective upon the Sheriff's Office's receipt of notice. Payment shall be due to the Sheriff's Office in accordance with the provisions of Section V up to the date of termination.
- D. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- E. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Each Party agrees to the original jurisdiction of those courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.

- F. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Parties.
- G. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.
- H. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*
- I. County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- J. DCFS shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- K. The County and/or Sheriff agrees to defend, indemnify, and hold DCFS harmless from any claims, suits or causes of action arising from the performance of the duties of the assigned Deputy Sheriff or employment claims brought by the assigned Deputy Sheriff, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.
- L. This IGA shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third Parties or to increase the liability of any Party beyond that which is imposed by law.
- M. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates set forth below.

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES EXECUTION: The undersigned, on behalf of the Illinois Department of Children and Family Services, hereby accepts the foregoing Intergovernmental Agreement:

_____ Dated: _____
Marc D. Smith
Director
Illinois Department of Children and Family Services

WINNEBAGO COUNTY EXECUTION: The undersigned, on behalf of the County of Winnebago, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

_____ Dated: _____
Joseph V. Chiarelli
Chairman of the County
Board of the County of
Winnebago, Illinois

ACKNOWLEDGED:

Gary Caruana
Winnebago County Sheriff

Winnebago County Sheriff Costs

	YEAR 1	YEAR 2
Current Hourly Rate	\$42.27	\$43.75
Base Salary	\$92,573.93	\$95,814.03
Over-Time	\$3,550.78	\$3,675.06
TOTAL SALARY	\$96,124.71	\$99,489.09
F.I.C.A. -- 6.2%	\$5,959.73	\$6,168.32
Medicare - 1.45%	\$1,393.81	\$1,442.59
I.M.R.F. 5.01%	\$4,815.85	\$4,984.40
Unemployment Insurance -- .003%	\$2.88	\$2.98
Worker's Comp (\$3.54/\$100)	\$3,402.81	\$3,521.91
Health Insurance	\$22,021.20	\$22,021.20
Retiree Insurance	\$1,040.00	\$1,040.00
Life Insurance	\$30.00	\$30.00
TOTAL BENEFITS	\$38,666.28	\$39,211.40
TOTAL SALARY/BENEFIT	\$134,790.99	\$138,700.49
Other Costs		
NITAB Training - Annual	\$85.00	\$85.00
Clothing Allowance	\$950.00	\$950.00
Cell Phone	\$540.00	\$540.00
Axon Annual Cost	\$427.43	\$427.43
Radio Airtime Annual Cost (Mobil and Portable)	\$700.00	\$1,000.00
Basic Training	\$6,020.00	\$0.00
Gun/Vest/Badges	\$2,000.00	\$0.00
Medical Exam	\$600.00	\$0.00
Taser/Body Cam	\$2,118.00	\$0.00
Radios(Portable)	\$8,500.00	\$0.00
Total	\$21,940.43	\$3,002.43
Payroll+Other Costs	\$156,731.42	\$141,702.92
Vehicle and Equipment	\$62,000.00	\$0.00
Squad Cam	\$2,572.91	\$1,182.00
	\$64,572.91	\$1,182.00
Vehicle Cost per Year (5 year amortization)	\$16,439.00	\$16,439.00
Total Annual Budget for Winnebago	\$173,171.00	\$158,142.00



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Resolution Title: Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison
County Code: Not Applicable
Board Meeting Date: January 11, 2024

Budget Information:

Was item budgeted? Yes	Amount: \$ 12,000.00
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a, multiple	Budget Impact: n/a

Background Information: The County proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). Tommy Meeks will offer mentoring and job counseling to individuals involved in the justice system in Winnebago County.

Recommendation: I recommend approval of the following service agreement:

1) Agreement with Tommy Meeks for Mentoring services @ RIC \$ 12,000

Contract/Agreement: County will execute agreement with Tommy Meeks (Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Legal review of agreements was completed.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with execution of agreements.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES WITH
TOMMY MEEKS AS A WINNEBAGO COUNTY COMMUNITY LIAISON**

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate (County); and

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

WHEREAS, the County desires to have Tommy Meeks continue to provide these services and act as a liaison between the County and various groups within the community on related matters for fiscal year 2024; and

WHEREAS, Tommy Meeks agrees to provide these services for the County under the terms and conditions as set forth in the Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the independent contractor agreement between the County of Winnebago, Illinois and Tommy Meeks, in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON

This Independent Contractor Agreement (“Agreement”) is made this 1st day of October, 2023, between the **County of Winnebago, Illinois**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks**, whose principal address is 438 Gershwin Lane, Machesney Park, Illinois, 61115, (hereinafter referred to as “**Contractor**”). County and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County, Illinois; and

WHEREAS, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

WHEREAS, the County desires Contractor to provide services described in Section One and reporting of accurate and timely data defined in Exhibit A; and

WHEREAS, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which both Parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

SECTION ONE

DESCRIPTION OF WORK

Utilizing a curriculum as approved by the RIC staff, the services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating four (4), 13-week Wake Up groups for individuals engaged in the justice system in Winnebago County at the request of the Probation Department; and
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.



SECTION TWO

PAYMENT

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor's invoice shall be paid according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). The County will not reimburse for mileage or expenses.

SECTION THREE

RELATIONSHIP OF PARTIES

It is understood and agreed between the Parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Contractor and any of Contractor's employees, on the other hand, nor does it create a joint relationship or partnership between the Parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

SECTION FOUR

TAX AND UNEMPLOYMENT INSURANCE LIABILITY

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

SECTION FIVE

INDEMNIFICATION

The Parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying Party associated with its performance under this Agreement, or 2) the indemnifying Party's failure to perform any of its obligations under this Agreement.



SECTION SIX

DURATION

The term of this Agreement shall be from October 1, 2023 to September 30, 2024. Either Party may cancel this Agreement for any reason upon thirty (30) days written notice to the other Party. This Agreement will not be automatically renewed.

SECTION SEVEN

CONSULTATION AND REPORTING

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to hold meetings as needed to review the services provided to the 17th Judicial Circuit Court's Resource Intervention Center Program (RIC).

CONTRACTOR agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibit A. CONTRACTOR agrees to comply with all reporting, data collection, as prescribed by the 17th Judicial Circuit Court and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
October - December	Performance Measures, Fiscal Reports	January 10th
January - March	Performance Measures, Fiscal Reports	April 10th
April - June	Performance Measures, Fiscal Reports	July 10th
July - September	Performance Measures, Fiscal Reports	October 10th

Note: If a due date falls on a weekend, report is due on the preceding Friday

SECTION EIGHT

WAIVER

The failure of either Party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.



SECTION NINE

VALIDITY AND INTERPRETATION

If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

SECTION TEN

NOTICES

All notices regarding this agreement shall be delivered to the other Party at the address set forth above or at such other address as may be designated by a Party in writing.

Signature Page Follows



IN WITNESS WHEREOF, the Parties have executed this contract on the day and year first above written.

County of Winnebago, Illinois
a unit of local government

Contractor

By: _____
Joseph V. Chiarelli
Chairman of the County Board of the
County of Winnebago, Illinois

Tommy Meeks

ATTEST:

Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois



EXHIBIT A

GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Accept referrals for Wake Up Group to change thinking patterns	# of referrals to group	40
Increased understanding of history and race relations.	# (13-week) groups held	4
Increased engagement	# completing 13-week program	20
Increase job opportunities through employer relationships	# of new partnering companies	4
Increase job opportunities through community partnerships	# of Job Fairs / community events attended	4
Accept Employment-Only Referrals	# Employment-Only Referrals Received	12
Increase New Jobs Obtained Through Employment-Only Referrals	# New Employment-Only Jobs Obtained	10



WINNEBAGO COUNTY

— ILLINOIS —

Public Safety Sales Tax Alternative Funding Budget Detail Worksheet and Narrative

A. Personnel / Salary— List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
	TOTAL SALARY	

SALARY NARRATIVE:

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
TOTAL PROJECT COSTS	



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Resolution Title: Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
County Code: Not Applicable
Board Meeting Date: January 11, 2024

Budget Information:

Was item budgeted? Yes	Amount: \$ 212,349.00
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a	Budget Impact: n/a

Background Information: The County and 17th Judicial Circuit Court proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). REMEDIES will provide licensed substance use disorder treatment and partner abuse intervention programming services in the RIC. Substance abuse: Services are delivered by individual appointment and/or on-going group counseling and include case management and community intervention, urinalysis, relapse prevention along with linkage to Medication Assisted Treatment (MAT). Partner Abuse Intervention Programming (PAIP): participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. After intake/assessment, program participants must attend at least 26 weeks of group programming and actively participate and acknowledge abusive behavior against their intimate partner.

Recommendation: I recommend approval of the following annual service agreement:

Agreement with Remedies for Substance Abuse and Partner Abuse Intervention @ RIC \$212,349

Contract/Agreement: County will execute agreement with REMEDIES agreement (Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Legal review of agreement was completed.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with execution of agreements.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

WHEREAS, the County of Winnebago, Illinois (County) and the 17th Judicial Circuit Court wish to continue to engage the services of Remedies Renewing Lives, Inc. (Remedies) to provide substance use disorder treatment services for the Resource Intervention Center Program (RIC); and

WHEREAS, Remedies wishes to continue to provide such services for the County and the 17th Judicial Circuit Court; and

WHEREAS, the County, the 17th Judicial Circuit Court and Remedies have negotiated an agreement for services for fiscal year 2024, as set forth in the Agreement attached as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc., in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, Chief Judge of the 17th Judicial Circuit Court and the Executive Director of Remedies.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



**AGREEMENT
BETWEEN COUNTY OF WINNEBAGO, ILLINOIS, THE 17th JUDICIAL CIRCUIT COURT, AND
REMEDIES RENEWING LIVES, INC.**

The Parties to this Agreement are County of Winnebago, Illinois (hereinafter “COUNTY”), the 17th Judicial Circuit Court (hereinafter “COURT”) and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter “REMEDIES”). COUNTY, COURT and REMEDIES may be referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed substance use disorder treatment, partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services; and

WHEREAS, REMEDIES is a professional, licensed organization that provides substance use disorder treatment services to chemically dependent persons and is a state of Illinois Partner Abuse Intervention Program (PAIP) Protocol approved site to provide PAIP services; and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendants/clients.

NOW, THEREFORE, the Parties agree as follows:

I. General Terms

A. Term of Agreement

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2023 and ending on September 30, 2024.

B. Termination Upon Notice

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving thirty (30) days written notice to COURT and COUNTY. COUNTY may terminate this Agreement at will by giving thirty (30) days written notice to REMEDIES and COURT.

C. Confidentiality

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendants/clients identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

D. Warrant of Authority

Each PARTY warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

E. Indemnification

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the COURT or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

REMEDIES shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

F. Consultation and Reporting

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meetings to review the services provided to the COURT's Resource Intervention Center Program (RIC).

REMEDIES agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibits A and B. REMEDIES agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the COURT and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures, Fiscal Reports	April 10th
April - June	Performance Measures, Fiscal Reports	July 10th
July - September	Performance Measures, Fiscal Reports	October 10th
October - December	Performance Measures, Fiscal Reports	January 10th

Note: If a due date falls on a weekend, report is due on the preceding Friday

II. Scope of Services

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's RIC, as appropriate for client service needs pertaining to substance use disorders and domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes. The services to be performed by REMEDIES under this Agreement shall include the following and that of Exhibits A and B.

A. Intake Process and Assessments

REMEDIES agrees to complete a substance use disorder treatment services intake and assessment which includes but is not limited to diagnostic criteria and impression, past and current mental health concerns as well as physical health, nutrition and gambling disorder screenings.

As part of the intake process for any domestic violence PAIP referral, REMEDIES will incorporate the Ontario Domestic Assault Risk Assessment (ODARA), a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services; Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/icar/admincode/089/089005010B00900R.html>.

Substance use disorder staff complete a thorough intake with each individual that addresses each component of the American Society of Addiction (ASAM) Patient Placement Criteria. REMEDIES also utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model).

Upon assessment for both substance use disorder treatment and PAIP services, completion of the results will be scanned and attached to the file in the FCE case management system within seventy-two (72) hours.

B. Treatment - Substance Abuse

REMEDIES agrees to administer and staff a program of substance use disorder treatment services for defendants/clients referred by the COURT. The program of substance use disorder treatment services will include outpatient services consisting of six (6) sessions per week for three (3) hours each with morning and afternoon sessions for up to six (6) months or as clinically justified utilizing the ASAM Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services.

C. PAIP - Domestic Violence

REMEDIES agrees to provide up to three (3) PAIP groups per week. PAIP services will be facilitated to participants for a minimum of twenty-six (26) weeks, meeting once per week for two (2) hour sessions. The following schedule shall initially apply. The same may be modified from time to time with reasonable notice provided.

Tuesdays	9:00 am-11:00 am
Thursdays	1:15 pm-3:15 pm
Fridays	2:00 pm-4:00 pm

The number of participants in each group will not exceed fifteen (15) persons. The PAIP will incorporate an education based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II (A). REMEDIES will utilize the Change Curriculum for Men, a cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

D. General Staffing

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (1) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group. Two (2) substance use disorder treatment counselors are co-located at the RIC will be available during the hours of RIC operation.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services- Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have passed a background clearance conducted by COURT. All REMEDIES supplied staff are preferred to minimally have a bachelor's degree. The REMEDIES substance abuse staff must minimally hold a CADAC. A bachelor's degree is required for the REMEDIES facilitator of the PAIP group. The REMEDIES PAIP co-facilitator is preferred to have a bachelor's degree.

III. Costs and Billing for Services

REMEDIES shall be compensated in the amount not to exceed \$17,695.73 per month for those services performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a twelve (12) month period shall not exceed \$212,348.72.

REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates as well as receipts. A budget agreed to by the COUNTY, COURT and REMEDIES detailing approved, allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit C.

IV. Office Support and Payment for Services

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq*). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

V. Amendments

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation or modification of this grant award, without further County Board action.

VI. Entire Agreement

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

VII. Governing Law

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

Dated: _____, 2023

County of Winnebago, Illinois

By: _____

Joseph V. Chiarelli, in his capacity as
Chairman of the County Board of the
County of Winnebago, Illinois

Dated: _____, 2023

The 17th Judicial Circuit Court

By: _____

John Lowry, in his capacity as
Chief Judge of the 17th Judicial Circuit Court

Dated: _____, 2023

**Remedies Renewing Lives, Inc.
An Illinois not-for-profit corporation**

By: _____

Gary Halbach, in his capacity as President
and CEO

EXHIBIT A

SCOPE OF WORK - SUDS

I. ORGANIZATION BACKGROUND

a. Brief description of organization history and purpose

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.

b. Describe history managing grants and/or other funding

Remedies Renewing Lives has a long history in grants management and has been a recipient to numerous grants and contracts related to substance use disorder services. For decades, Remedies Renewing Lives receives funding from the Illinois Department of Human Services (IDHS) Division of Substance Use Prevention and Recovery (SUPR) to provide services at our core location. The IDHS/SUPR contracts include Substance Abuse Block Grants known as Global and Global-DCFS, Opioid Maintenance Therapy (OMT) and Problem Gambling. Remedies Renewing Lives substance use disorder program is licensed in the State of Illinois, Medicaid certified, accepts most insurances and the program is Behavioral Healthcare Accredited from The Joint Commission. Although not supporting services held at the RIC, Remedies Renewing Lives is a recent grant recipient of funding from the Winnebago County Community Mental Health Board. Additionally, Remedies Renewing Lives has held contracts for many years with the U.S. Probation and Pre-Trial Offices, Illinois Department of Corrections Southwestern Illinois and Sheridan Correctional Centers and was a partner agency with a local Illinois Collaboration on Youth (ICOY) grant project.

Remedies Renewing Lives has been providing substance use disorder services at the RIC since 2008. These services have been generously funded by the 1% Safety Tax. The services are delivered by individual appointment and/or on-going group counseling and include case management and community intervention, urinalysis, relapse prevention along with linkage to our agency's Medication Assisted Treatment (MAT) whenever necessary.

c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

As a state of Illinois licensed outpatient substance use disorder treatment provider, Remedies Renewing Lives offers comprehensive services that include individual and group counseling, case management, community intervention and recovery support. All substance use disorder services provided at the RIC are with persons who are justice-involved and referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Through the 1% Safety Tax, our agency employs two (2) FTE substance use disorder counselors at the RIC. In general, outpatient services consist of one (1) to three (3) sessions per week for three (3) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction (ASAM) Patient Placement Criteria. The ASAM Patient Criteria, which will be addressed again later, has six (6) core components which include addressing a patient's history of using substances and their experiences with withdrawal; the patient's medical history and current physical health; a patient's current mental well-being and health; where a patient is at in terms of stopping substance use; a patient's history of on-going use and/or relapse and the consequences thereof; and the patient's current living situation and any challenges that relate to that setting and/or their recovery. It is not uncommon for persons who use or mis-use substances to have their own history of abuse stemming from child abuse, domestic violence, community violence and at times our community's historic response to those issues. Although not an excuse for harm to others, substance use is often a coping mechanism and the stigma surrounding it often compounds the difficulty in obtaining and maintaining recovery. Moreover, when a person living with a substance use disorder is not provided options, there is risk for long-term consequences for not only them but their children like incarceration and/or child-welfare involvement.

To that end, Remedies Renewing Lives utilizes the ASAM Patient Placement Criteria to address the association between substance use and crime. As indicated in the Illinois State Police Crime in Illinois 2020 Annual Uniform Crime Report, Winnebago County, Illinois had just over 600 drug related arrests in 2020 with over 1,200 drug related arrests in 2019 (p. 237). While only a snapshot into the dynamics of substance use and its impact upon our local community, the criminal justice system is an opportunity for intervention as justice involvement can be an indicator of increased risk of safety for those that use, their families and the community at-large. For instance, the National Institute on Drug Abuse (NIDA) has developed principles for treatment of justice-involved populations. The NIDA principles acknowledge that recovery of substance use requires effective treatment with continued care, treatment focusing on factors that are associated with criminal behavior and treatment for as long as needed to help establish behavioral change (JAMA, 2009, January 14; 301(2)). Therefore, intervention opportunities that occur during the stages of the criminal justice process should not be ignored. Opportunities for intervention include screening or referring for substance use disorder services at the time of arrest; utilizing diversion programs, drug court and/or community-based treatment as part of the prosecution process; during the sentencing phase with terms of incarceration or release conditions based on treatment; part of the jail or probation process through screening and substance use disorder treatment; and in the course of community re-entry either through probation or release (JAMA, 2009, January 14; 301(2)).

In terms of demographics, during the last complete fiscal year, 10/1/2021-09/30/22, patients/clients served by Remedies Renewing Lives identified as the following:

Black or African American: 93
Caucasian or White: 44
Hispanic: 8
Asian: 1

Males: 121
Females: 25

Number of assessments completed during the same time frame: 146

b. Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in tandem with our local criminal justice system. Our agency routinely communicates with the 17th Judicial Circuit Court and the Winnebago County Resource Intervention Center to address needs and strategies to ensure we are adhering to the highest level of services. We also collaborate with area medical, social service and faith community providers as part of the on-going case management and community intervention services we provide with patients/clients receiving substance use disorder services through the RIC.

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

As indicated earlier all referrals to substance use disorder services to the Resource Intervention Center (RIC) are made through the 17th Judicial Circuit Court. Remedies Renewing Lives has two (2) substance use disorder treatment counselor's co-located at the RIC and are available during the hours of RIC operation. Substance use disorder staff complete a thorough intake with each individual that addresses each component of the ASAM Patient Placement Criteria. Our agency utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model) by Obert, et al, and published by Hazelden, which concentrates on six (6) crucial areas: individual support, early recovery, relapse prevention, family education, social support and urine testing. The Matrix Model incorporates cognitive behavioral therapy, motivational enhancement, 12-step facilitation and group support and is a federally recognized model by the Center for Substance Abuse Treatment, National Institute on Drug Abuse, Office of National Drug Control Policy and is currently being reviewed by the National Registry of Effective Programs and Practices. As noted earlier, Remedies Renewing Lives is Behavioral Healthcare Accredited from The Joint Commission, who also supports our use of the Matrix Model.

b. Describe treatment, counseling, and case management. Be specific.

The substance use disorder treatment, counseling and case management provided by Remedies Renewing Lives is delivered by collaborative approach that addresses not only substance use but mental health, medical treatment and connection to social service programs as needed. The ASAM Patient Placement Criteria is designed to be all-inclusive in that it guides staff to work collaboratively with the patient/client throughout the treatment process, assists in determining goals, and supports efforts to identify intensity of treatment along with frequency of need. Since services are individualized, case management is based on treatment plans and reported needs. Examples include assistance with health, transportation, child care, medical benefits along with educational, dental and vocational challenges. Community intervention includes a focus on situational

crisis in addition to engagement or re-engagement with community resources like churches and schools. As all participants at the RIC are justice-involved, there is a strong emphasis in programming in how to reduce recidivism to not only protect the community at-large but increase the well-being and safety of the individual patient/client and their family. Lastly, although substance use is not the cause of using violence against an intimate partner, it does increase the danger for those being abused and has the potential of increasing the lethality risk of violence. Therefore, cross referrals between Remedies Renewing Lives substance use disorder and partner abuse intervention programming staff at the RIC are not uncommon and is encouraged by the agency.

Each counselor will facilitate substance use disorder treatment groups three (3) days a week, twice daily for three (3) hours each. Remedies Renewing Lives will select which days to provide the groups. Remedies staff offices are located on site at Adult Probation as 2 counselors assigned to this location maintain duties at Adult Probation site only. Groups will take place 8:45 AM – 11:45 AM and 1:15 PM – 4:15 PM.

c. Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives substance use disorder programming at the RIC is overseen by our Vice President of Clinical Services who is experienced in substance use disorder treatment. Our Vice President of Clinical Services holds a Master's in Human Services, Bachelor's in Criminal Justice and is a Certified Alcohol and Drug Counselor/Co-Occurring Substance Use and Mental Health Disorder Professional (CADC/CODP). Training of substance use disorder staff is on-going and has included topics related to under-served populations, recovery support, mental health needs, amongst many others.

Position Requirements are as follows:

Addictions Counselors

EDUCATION AND CERTIFICATION:

- Must either hold a Bachelor's Degree and working towards a Certified Alcohol and Drug Counselor (CADC) certification or have a CADC certification and working toward a bachelor's degree.

EXPERIENCE:

- One-year full time experience providing substance abuse treatment

In addition, Addiction Counselor's placement at the RIC is subject to passing a background clearance conducted by COURT.

d. Describe program oversight and accountability.

To assist with program oversight and accountability, Remedies Renewing Lives substance use disorder staff meet monthly with Winnebago County Resource Intervention Center staff of the RIC to help address emerging needs and patient/client support. Our Vice President of Clinical Services has weekly if not daily contact with substance use disorder treatment staff and visits the RIC on a monthly basis to conduct chart reviews to ensure patients'/clients' needs are being met. Groups should be open for review by Resource Intervention Center Management (Karen Mohr, RIC Supervisor or Jodi Gerue) to ensure RIC standards, policies and procedures are adhered to and to ensure fidelity of curriculum facilitation. Remedies substance abuse staff will meet monthly with RIC staff for provider updates.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Maintain 2 employees as FTE	# of employees maintained as FTE	2
Conduct intake/assessment and provide substance use disorder services.	# of clients referred for assessment	200
Conduct intake/assessment and provide substance use disorder services.	# of persons enrolled in SUD services	150
Facilitate SUD groups.	# of SUD groups facilitated	294
Communication with Winnebago County Resource Intervention Center	# of Provider Meetings attended with Resource Intervention Staff	12
Provide substance use disorder program oversight at the RIC. (Average 15 per month)	# patient/client chart reviews complete	180
Provide on-going supervision with Remedies Renewing Lives substance use disorder treatment staff.	# of coaching with staff completed	24

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: ghalbach@remediesrenewinglives.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Program Contact</u> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: lgraciana@remediesrenewinglives.org</p>
<p><u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: mjagielski@remediesrenewinglives.org</p>



EXHIBIT B
SCOPE OF WORK – PAIP

I. ORGANIZATION BACKGROUND

<p>a. Brief description of organization history and purpose</p> <p>Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.</p>
<p>b. Describe history managing grants and/or other funding</p> <p>Remedies Renewing Lives has a long history of grants management and has been a recipient to numerous grants related to victim/survivor services. Our awards include the Illinois Department of Human Services (IDHS) Domestic Violence Prevention and Intervention (DVP&I) grant which we have received for decades, IDHS State Emergency Solutions Grant (ESG) funding which we have received for over a decade, Illinois Coalition Against Domestic Violence (ICADV) Victims of Crime Act (VOCA) and Violence Against Women Act (VAWA) funding which we have also received for several decades, Illinois Criminal Justice Information Authority (ICJIA) VOCA Transitional Housing funding since 2018, ICJIA VOCA Multi-Victimization since 2020, Federal Emergency Management Agency (FEMA) grant for over a decade and have been sub-recipients to Winnebago County, Illinois grants from the U.S. Department of Justice, Office on Violence Against Women (OVW) Domestic Violence Homicide Prevention Initiative, Improving Criminal Justice Response as well as Justice for Families projects. Most recently, we became a sub-recipient to Prairie State Legal Services OVW Legal Assistance for Victims grant and we OVW for additional transitional housing services. Additionally, the agency has a history in receiving local foundation grants from organizations such as the Community Foundation of Northern Illinois, The Kjellstrom Foundation and The Mill Foundation. We are also a recipient of Winnebago County Community Mental Health Board funding to support therapy and advocacy services for survivors of domestic violence. Specific to our PAIP services, we have been awarded a grant from IDHS to increase our PAIP services beyond the RIC so that we can serve a greater number of persons in the community with an emphasis on serving those parents who are both justice and child-welfare involved as well as expand community based services into Boone County. Our DHS PAIP programming is facilitated at 215 Easton Parkway, Rockford, IL 61108 and utilizes the curriculum outlined in this proposal. We hope to continue expansion by adding a group in Boone County with location yet to be determined when feasible. DHS PAIP funding does not support services at the RIC.</p>
<p>c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?</p>

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Remedies Renewing Lives partner abuse intervention program services are specific to serving men who use violence against their intimate partner in heterosexual relationships. Participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. Program participants must attend at least 26 weeks of group programming and actively participate and acknowledge their abusive behavior against their intimate partner. Remedies Renewing Lives PAIP services are grounded in the concepts of the Duluth Model which emphasize that intimate partner violence is a pattern of coercive control and a belief of entitlement by the person who uses violence, offers change opportunities through educational groups for those who are justice involved and/or seeking change on their own, and supports a community-wide response to increasing victim/survivor safety (www.theduluthmodel.org/). Although explained further below, our agency utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. The Change curriculum is specifically designed to focus on “prevention, intervention and change of irresponsible behavior” with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework.

While the Change curriculum has many more components than what can be provided for space in this application, the most important point is how we connect the curriculum in our quest to improve safety in the lives of victims/survivors thereby helping to reduce crimes related to domestic violence in our community. It should not be forgotten the context of which survivors are living is a state of fear and trepidation based on threats and/or use of violence to maintain continuous control. Survivors often put themselves in harm’s way to deflect violence against their children, work multiple jobs to avoid eviction or the shut off of utilities, relocate their families to unknown places so that they no longer have to live in fear, participate in the civil and criminal justice processes which can range anywhere from being a petitioner to an emergency order of protection or as a parent involved in abuse and neglect court. To that end, the Change curriculum speaks to these needs by demonstrating that patterns of abusive behavior are on a continuum which can increase in severity or impact over time. It allows co-facilitators to address power and control tactics by people who use violence that address all the pieces of the Power and Control Wheel that is so often identified by the victims/survivors Remedies Renewing Lives serves. For instance, when thinking about the MTP Control Through Power, co-facilitators can address circumstances in which the offender may use coercion and threats like making or carrying out threats to control their partner, using intimidation through looks or gestures and/or controlling what the survivor does or whom they seek or talk to. Likewise, the MTP of Specialness speaks to the entitlement piece by people who use violence. Treating the survivor like a servant, making all the big decisions, not allowing the survivor to work, or giving the survivor an allowance are all examples of male privilege and a maladaptive thinking pattern. Using the Choice curriculum over the span of 26 weeks offers many opportunities for PAIP staff to address the change process, accountability, past patterns, irresponsible excitement, expectations, highlighting the moral and legal consequences of intimate partner violence.

With the 1% Safety Tax funding, Remedies Renewing Lives employs one (1) FTE PAIP Coordinator who completes an intake and assessment of need with each offender referred by the courts, co-facilitates three (3) weekly groups, checks-in with each offender at the 10-to-12-week group-mark and completes a final interview with each offender prior to the formal conclusion of PAIP services. The funding from the 1% Safety Tax also supports a PAIP Manager (.1875 FTE). PAIP groups are facilitated at the RIC on the following schedule:

Tuesdays from 9AM to 11:00 AM
Thursdays from 1:30 PM to 3:30 PM
Fridays from 2:00 PM to 4:00 PM.

PAIP intakes and assessments completed by the PAIP Coordinator are conducted during business hours with information uploaded into FCE accordingly and on-going contact with the Winnebago County Adult Probation Department.

Demographics for FY22 (7/1/21-6/30/22)

Caucasian or White: 54
Black or African American: 93
Hispanic: 6
Bi-Racial: 3
Unknown: 4
Ages 18-29: 50
Ages 30-39: 51
Ages 40-49: 27
Ages 50-59: 14
Ages 60-69: 12
Ages 70+: 0

Demographics for FY23 (7/1/22 – 6/30/23)

- Caucasian or White: 33
- Black or African American: 75
- Hispanic: 2
- Bi-Racial: 4
- Unknown: 6
- Ages 18-29: 40
- Ages 30-39: 49
- Ages 40-49: 15
- Ages 50-59: 9
- Ages 60-69: 7
- Ages 70+: 0

b. Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in partnerships. We meet bi-monthly with the 17th Judicial Circuit Court of Winnebago County, Illinois, Winnebago County Adult Probation Department Domestic Violence Unit and other PAIP providers to ensure all agencies are adhering to court and Protocol standards. Remedies Renewing Lives also meets separately with the Winnebago County Adult Probation Department Domestic Violence Unit to talk about specific needs and strategies to ensure we are adhering to the highest level of services

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

Upon receipt of a referral from Winnebago County Adult Probation, Remedies Renewing Lives PAIP Coordinator schedules a screening/assessment appointment with the offender which is held in-person, on-site at the RIC and in the PAIP Coordinator's office. As part of the overall assessment, a Remedies Renewing Lives PAIP intake is conducted. The intake form includes contact information, demographics, employment, income or benefits; highest education level and military status or experience; current marital status, current intimate relationship status and if the intimate partner is aware of the order to PAIP; contact information for the victim of intimate partner violence, status of relationship with the victim, whether or not the parties were living together at the time of arrest or conviction; specifics of the probation order regarding contact with the victim; order of protection history; arrest and conviction history for domestic violence related crimes and non-domestic violence related crimes; number of times the offender has used violence without any law enforcement contact; information specific to children between the offender and victim and if the offender has children with other intimate partners; substance use and alcohol use history including if it was a component to the conviction or previous acts of violence; history of threats of death by suicide, access to weapons, history of counseling including any mental health concerns or prescription use; previous use of PAIP services at Remedies Renewing Lives or other provider; current and historical child welfare involvement; and use of violence against animals or pets. The intake form also includes questions specific to if the offender is afraid of their victim themselves and if they think the victim is afraid of them. It is not very often that an offender is not screened in for PAIP services. Exceptions to that may be if the offender is in a non-heterosexual relationship with their victim or if the offender has been identified as a victim of domestic violence themselves. Since the use of intimate partner violence is a gender-based issue and because Remedies Renewing Lives PAIP services are specific to men, it is rare to encounter a victim of domestic violence program however when it does occur the PAIP Coordinator refers the victim to our agency's survivor services. It should be noted that our domestic violence victim services never deny someone solely based on gender nor sexual orientation, race, national origin, and familial status, disability, and legal status, number of children, age or religion.

In addition to completing the intake form, Remedies Renewing Lives PAIP Coordinator also completes the Ontario Domestic Assault Risk Assessment (ODARA). Although not intended to measure an individual victim's safety, the ODARA can assist in identifying risks of future violence against an intimate partner, risk of re-arrest and likelihood to re-appear in court. To complete the ODARA, our PAIP Coordinator gathers information from the offender during the intake process, the offender's identified probation officer and what has been uploaded into Winnebago County's court record data base system known as Full Court Enterprise (FCE). Depending upon time of inquiry, the PAIP Coordinator can locate the offender's criminal history along with the most recent arresting incident probable cause statement and sometimes the victim's statement to law enforcement. Upon gathering as much information as possible, the PAIP Coordinator scores the ODARA responses and uploads the document into FCE that includes a specific dropdown menu for ODARA score. The score then helps guide the probation officer and the PAIP Coordinator in determining future risk of harm by the offender to their intimate partner relationships and likelihood of appearing in court.

Besides completing the intake and ODARA, the Remedies Renewing Lives PAIP Coordinator also addresses confidentiality with the offender. The obligation by providers to protect confidential information of PAIP participants is under the Illinois Administrative Code for Mental Health and Mental Health and Developmental Disabilities Confidentiality Act. As part of the Illinois Protocol Partner Abuse Intervention Program services, at the time of program initiation PAIP participants are required to complete a written release of information to: relative criminal justice and court authorities; mental health agencies; victims/survivors of abuse; any persons or agencies that would need to receive compliance or threats of violence by the offender; and/or any agencies

that may plan to assist with intervention for non-compliance or threats of violence by the offender. As a result, the PAIP Coordinator completes a release of information specific to the 17th Judicial Circuit Court of Winnebago County, Illinois, and Winnebago County Adult Probation along with a release of information that allows the PAIP Coordinator to contact the victim(s) specific to the arrest related referral and current intimate partner of the offender. Lastly, the PAIP Coordinator reviews the Contract for Participation in services. In turn, the offender is informed of the expectations for services which include weekly attendance and attendance of at least 26 groups for program completion; meeting individually with the PAIP Coordinator after attendance of 10-12 groups and upon an opening to PAIP services; understanding that all attendance or non-attendance will be recorded and reported to the offender's probation officer and court; expectation to remain alcohol and/or substance free during services and understanding that if it is suspected of being under the influence of any substance the offender will be asked to leave the group receiving no credit; obtain a chemical dependency evaluation if referred by the PAIP Coordinator; understanding that if late to group the offender will not be allowed to participate and will be marked as absent; only 3 absences are allowed and at the fourth (4th) missed group the participant will be referred back to their probation officer; requirement to abstain from violence; agreement to cooperate with program expectations and norms; and that at its core, our PAIP program is about taking accountability for the violence perpetrated against an intimate partner.

b. Describe treatment, counseling, and case management. Be specific.

As required by the Illinois Protocol for Partner Abuse Intervention Programs, core components of PAIP programming include that programs ensure the safety and rights of adult and child victims of domestic violence, work to reduce domestic violence through effective intervention, ensure that people who use violence against their intimate partner are held accountable and responsible for their behavior and to ensure persons who use violence against their intimate partner receive services that are effective. As a result, Remedies Renewing Lives utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. As required by the Protocol, the Change curriculum is approved to be used for the purposes of providing partner abuse intervention program services by IDHS. The Change curriculum is specifically designed to focus on "prevention, intervention and change of irresponsible behavior" with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework. Maladaptive Thinking Patterns (MTP's) are a core component of the curriculum and fall in line with our agency's philosophy that domestic violence is connected to a belief system centered around entitlement, often based on a view that one partner is allowed greater freedom than another. The MTP's that are routinely referenced within the 26-week group curriculum are victim script in which the person who uses violence consistently blames others for their circumstance; unrealistic self-image in which the person who uses violence views themselves as responsible despite actions; closed thinking in which the person who uses violence is unwilling to listen to share information or to be self-critical, goes on assumptions and lies by omission as opposed to outright; sense of entitlement that extends to persons, places and things and often includes intense jealousy; compartmentalized thinking where what happens before does not count or not impact the future with little sense that behavior has consequences; inappropriate expectations about life that lead to boredom, unwillingness to appreciate daily effort and/or has unreasonable fears; control through power in which the person who uses violence expects to be able to control situations and other individuals, uses manipulation and intimidation to achieve their goals including using sex for power and control rather than intimacy; and specialness in which the person has a sense of being superior or unique where they are living in a natural state and whatever rules may exist are for others. In addition to the MTP's, the Change curriculum includes Tactics to Avoid Being Accountable. The different tactics include putting others on the defense such as when they attack competency, bring up irrelevant issues, minimize the situation and pick at details; control information like agreeing with no intention of following through, being intentionally vague, saying whatever will satisfy the moment or using silence; and controlling interactions such as listening

selectively and hearing only what is self-serving, insisting they forgot and/or focusing on being misunderstood.

The Change curriculum also has a heavy emphasis on choice language. The Change curriculum values keeping responsibility on the irresponsible person, cutting through the denial system, and recognizing the power over their own lives to change. The curriculum focuses on cognitive restructuring. PAIP co-facilitators model choice language during group by using phrases such as “you may choose to” or “your choices are”, etc.

c. Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives PAIP program at the RIC is led by a Coordinator who is supervised by our PAIP Manager. Remedies staff offices are located on site at Adult Probation as are counselors assigned to this location who maintain duties at Adult Probation site only. The PAIP Manager has received the 40-hour domestic violence training and the 20-hour partner abuse intervention training. The PAIP Coordinator has also received the 40-hour domestic violence training described within the Illinois Domestic Violence Act and the required 20-hour partner abuse intervention training. All trainings were received through IDCVP Board approved training sites. Any part-time co-facilitators for Remedies Renewing Lives PAIP services that may fill in at the RIC also meet these same training qualifications. Remedies Renewing Lives PAIP Manager oversees PAIP services at the RIC and provides supervision of the PAIP Coordinator and co-facilitators. The Vice President of Domestic Violence Services, who oversees and supervises the PAIP Manager, holds a Bachelors of Sociology and a Masters of Public Administration and has over 20 years of experience in domestic violence programming including direct service with adults and child survivors and continues to hold management roles with Remedies Renewing Lives.

Qualifications for PAIP positions are as follows:

PAIP Coordinator:

EDUCATION:

- Bachelor’s Degree required.

EXPERIENCE:

- Demonstrated skills in individual, group case management.

CERTIFICATE/LICENSE:

- Completion of the 40-hour domestic violence training as required by the Illinois Domestic Violence Act (IDVA) from an Illinois Certified Domestic Violence Professional (CDVP) approved training site
- Completion of 20-hour partner abuse intervention program training from an Illinois Certified Partner Abuse Intervention Prevention (CPAIP) approved training site.

PAIP Co-Facilitator:

EDUCATION:

- Bachelor’s Degree preferred.

EXPERIENCE:

- Demonstrated skills in case management and or group facilitation preferred

CERTIFICATE/LICENSE:

- Completion of the 40-hour domestic violence training as required by the Illinois Domestic Violence Act (IDVA) from an Illinois Certified Domestic Violence Professional (ICDVP) approved training site. This training will be provided by Remedies Renewing Lives at the start of employment if not yet completed.

- Completion of the 20-hour partner abuse intervention program training from an Illinois Certified Partner Abuse Intervention Program training site will be required after starting employment, if not yet completed.

d. Describe program oversight and accountability.

To provide program oversight and accountability, Remedies Renewing Lives meets monthly with Winnebago County Adult Probation Department staff to help address emerging needs and client support. Our PAIP Manager oversees all PAIP services held at the RIC and provides weekly supervision of the PAIP Coordinator and PAIP Co-facilitators. The Vice President of Domestic Violence Services also observes PAIP groups periodically to ensure agency standards are adhered to and provides supervision to the PAIP Manager Groups should be open for review by Resource Intervention Center Management (Karen Mohr, RIC Supervisor or Jodi Gerue) to ensure RIC standards, policies and procedures are adhered to and to ensure fidelity of curriculum facilitation. Observation may be quarterly. Should follow up be required, a follow up observation visit may take place within 45 days to ensure the issue has been addressed.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Maintain 1.1875 employees as FTE.	# of employees maintained as FTE	1.1875
Conduct intake/assessment, mid-point and final evaluation with persons referred by Courts	# persons enrolled in PAIP	150
Facilitate weekly PAIP groups.	# PAIP groups facilitated	156
Communication with Winnebago County, Illinois Adult Probation Department.	# meetings with Winnebago County Adult Probation	12
Supervision with PAIP staff.	# of coaching with staff completed	50

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: ghalbach@remediesrenewinglives.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Program Contact</u> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: lgraciana@remediesrenewinglives.org</p>
<p><u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: mjagielski@remediesrenewinglives.org</p>

EXHIBIT C



WINNEBAGO COUNTY
— ILLINOIS —

**Public Safety Sales Tax Alternative Funding
Budget Detail Worksheet and Narrative**

A. Personnel / Salary– List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Angela Peterson Addictions Counselor	\$53,560 (Salary at 2080 hrs p/y) * 100%	53,560.00
Vacant - Addictions Counselor	\$48,000 (Salary at 2080 hrs p/y) * 100%	48,000.00
Ana Luisa Iglesias Masters, PAIP Coordinator	\$ 46931.87 (Salary at 2080 hrs p/y) * 100%	46,931.87
Patricia Crossland, PAIP Manager	60,344.37 (Salary at 2080 hrs p/y) * 18.75%	11,314.57
	TOTAL SALARY	\$ 159,806.44

SALARY NARRATIVE:

Full-time employees at Remedies Renewing Lives must work 40 hours p/w or 2080 p/y.

Addictions Counselors (2 FTE): provides substance use disorder counseling services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois at the Resource Intervention Center (RIC). Services include outpatient individual and group counseling, case management and community intervention. Completes documentation, reports to Remedies Renewing Lives Vice President of Clinical Services and meets at least monthly with the Winnebago County Adult Probation Department.

PAIP Coordinator (1FTE): provides partner abuse intervention services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Services include PAIP conducting intakes/assessments, mid-point and final evaluations and facilitate three (3), two-hour groups per week. Completes documentation, reports to Remedies Renewing Lives PAIP Manager and meets at least monthly with the Winnebago County Adult Probation Department.

PAIP Manager (0.1875 FTE): Manages the PAIP program for Remedies including the RIC programming, supervises the PAIP Coordinator, as well as co-facilitates three (3) PAIP groups per week. Reports to Remedies Renewing Lives Vice President of Domestic Violence Services.

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
TOTAL FRINGE		

FRINGE NARRATIVE:

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				

TRAVEL NARRATIVE:

D. Supplies

Supply Item	Computation	Cost
TOTAL SUPPLIES		

SUPPLY NARRATIVE:

--

E. Other Costs

Item	Computation	Cost
	TOTAL OTHER	

OTHER COSTS NARRATIVE:

--

Budget Category	Amount
A. Personnel	159,806.44
B. Fringe Benefits	33,959.20
C. Travel	0.00
D. Supplies	250.00
E. Other Costs	18,333.36
TOTAL PROJECT COSTS	\$ 212,349.00



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Resolution Title: Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program
County Code: Not Applicable
Board Meeting Date: January 11, 2024

Budget Information:

Was item budgeted? Yes	Amount: \$ 64,078.00
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a	Budget Impact: n/a

Background Information: The County proposes to provide funding to support services in the Winnebago County Jail. ROSECRANCE will offer assessments in the jail at the request of judges, attorneys, probation, and pre-trial release. This funds a ½ time Assessor who may provide up to 400 substance-abuse assessments annually. Once assessed, treatment recommendations are provided to the referral source, and connections to treatment options are provided to the individual to secure upon release.

Recommendation: I recommend approval of the following service agreement:

Agreement with Rosecrance for assessments at the Winnebago County Jail \$ 64,078

Contract/Agreement: County will execute agreement with ROSECRANCE, (Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Legal review of agreements was completed.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with execution of agreement.

**RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,
AND ROSECRANCE, INC. FOR COURT-ORDERED ASSESSMENTS PROGRAM**

WHEREAS, the County of Winnebago, Illinois (County) recognizes the need for substance use disorder assessment and treatment services in the Winnebago County Jail; and

WHEREAS, Rosecrance, Inc. provides such services and has provided those services to individuals in the Jail for a number of years; and

WHEREAS, the County desires to have Rosecrance continue to provide substance use disorder assessment and treatment services in the Jail for fiscal year 2024, pursuant to the terms of the Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, and Rosecrance, Inc., in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, County Auditor, and Winnebago County Jail Superintendent.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



**AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND ROSECRANCE, INC.
COURT-ORDERED ASSESSMENTS PROGRAM**

This Agreement (“Agreement”) is effective as of October 1, 2023, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation (“Rosecrance”), and the COUNTY OF WINNEBAGO, ILLINOIS (“County”). Rosecrance and County may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed, Court-ordered substance use disorder assessments and in the Winnebago County Jail for men and women who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance use disorder assessments and treatment services to such persons; and

WHEREAS, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and the men and women in need of such services.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Article I. GENERAL TERMS

Section 1.01 Term of Agreement

The Agreement shall commence and be binding on the Parties hereto for the period of October 1, 2023 through September 30, 2024.

Section 1.02 Termination

Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other. In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

Section 1.03 Confidentiality

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act



(HIPAA), concerning the confidentiality of client information.

Section 1.04 Access to Records

Rosecrance agrees to allow the employees of the County access to the records of any client assessed for participation in the Court-ordered Assessments Program upon receipt of an appropriate consent and release of information that complies with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

Section 1.05 Warrant of Authority

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

Section 1.06 Indemnity

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

Section 1.07 Cooperation

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Court-ordered Assessments Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

Article II. SCOPE OF SERVICES

Subject to the agreed upon funding levels set forth in Exhibit B, Rosecrance agrees to provide the following services in this Article II. The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to substance use disorder treatment. The services to be performed by Rosecrance under this Agreement shall include the following in this Article II and that of Exhibit A.



Section 2.01 Assessments

Rosecrance agrees to provide assessments in the Winnebago County Jail for men and women who are referred by the County or the Court to the Court-ordered Assessments Program. Rosecrance will be available to provide up to twenty (20) hours of assessment services per week in the jail for those people referred for an assessment by Court or County staff. If the Rosecrance employee assigned to provide assessments in the Jail is absent from work for more than three business days, Rosecrance will assign another employee to provide assessments in the Jail.

Every person who is referred for an assessment by the Court will receive a clinical assessment to evaluate the individual's treatment and case management needs and to determine their eligibility for further treatment services. Rosecrance will provide written assessment reports to County employees upon request in compliance with Sections 1.03 and 1.04. The written assessment will contain diagnostic impression, the recommended level of substance use disorder treatment, and identification of any medical and psychological concerns.

Section 2.02 Program Oversight

Rosecrance will provide program oversight by a Program Director to oversee services and employees and to provide monthly supervision, weekly case staffing, scheduling and assessment management, and utilization reporting.

Section 2.03 Modification upon Agreement

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

Article III. PAYMENT FOR SERVICES PROVIDED

Section 3.01 Budget Incorporation

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit B. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. Rosecrance will invoice for actual costs not to exceed the annual budgeted amount. All rates set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.



Section 3.02 Compensation for Assessment Services

Corresponding with those services set forth in Section 2.01, County agrees to pay fifty percent (50%) of the salary for a licensed or certified clinical assessor employed by Rosecrance as shown on the budget incorporated as Exhibit B. The County also agrees to pay fringe benefits at the percentage and rate as shown on the budget incorporated as Exhibit B. This amount is intended to pay for non-billable services provided by the assessor.

Section 3.03 Compensation for Program Oversight

Corresponding with those services set forth in Section 2.03, County agrees to pay ten percent (10%) of the salary for the Program Director employed by Rosecrance as shown on the budget incorporated as Exhibit B. The County also agrees to pay fringe benefits at the percentage and rate shown on the budget incorporated as Exhibit B.

Section 3.05 Indirect Costs

County agrees to pay Rosecrance for indirect costs in addition to payment for all services listed above that will compensate Rosecrance for all other direct and indirect expenses associated with the provision of services under this Agreement. County agrees to pay Rosecrance for its indirect costs at Rosecrance's current federally approved indirect cost rate, calculated as a percentage of the actual monthly subtotal for services rendered during the term of this Agreement. Should Rosecrance's federally approved indirect cost rate change during the Term of this Agreement, the parties will cooperate to seek a budget amendment. Should the budget amendment not be approved, Rosecrance agrees to reimbursement for its indirect costs at the federally approved rate in effect on the first day of the Term of this Agreement.

Section 3.06 Reporting and Invoices

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10th day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03 and 1.04, supporting documentation to be included with invoices includes timesheets, documentation of personnel costs, itemized lists of completed assessments to include at a minimum 1) name of Judge and/or Court staff person requesting the assessment, 2) assessment date, 3) name of inmate, name of assessor, and time spent. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Additionally, Rosecrance agrees to provide relevant data by submitting a monthly jail services report as well as performance metrics as outlined in Exhibit A to include summary



narrative on a quarterly basis. Rosecrance agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
October - December	Data and Fiscal Reports	January 10th
January - March	Data and Fiscal Reports	April 10th
April - June	Data and Fiscal Reports	July 10th
July - September	Data and Fiscal Reports	October 10th
Final Close Out	Data and Fiscal Reports, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday

Article IV. MISCELLANEOUS

Section 4.01 No Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

Section 4.02 Non-Solicitation

During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

Section 4.03 Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the 17th Judicial Circuit Court of Winnebago, Illinois.

Section 4.04 Counterparts; Signatures

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

Section 4.05 Entire Agreement; Amendment



This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation, or modification of this grant award, without further County Board action.

Section 4.06 Notices

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County
Attn: County Administrator
404 Elm Street
Suite 500
Rockford, IL 61101

Notices to Rosecrance shall be sent to the following address:

Rosecrance, Inc.
Attn: David Gomel, President
1021 North Mulford Road
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 4.07 Assignment

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between Rosecrance and the County shall be effective as of the date indicated in the first sentence of this Agreement.



COUNTY OF WINNEBAGO, ILLINOIS

ROSECANCE, INC., an Illinois not for profit corporation

By: _____
Name: Joseph V. Chiarelli
Title: Chairman of the County Board of the
County of Winnebago, Illinois

By: _____
Name: David Gomel
Title: President



EXHIBIT A
SCOPE OF WORK

I. ORGANIZATION BACKGROUND

a. Brief description of organization history and purpose

Rosecrance has served as an industry leader in behavioral health, and has provided quality service to northern and central Illinois communities for over 100 years. Our standard of excellence for treatment involves a multidisciplinary approach to addiction treatment that draws on the expertise and experience of our medical and psychiatric staff, as well as licensed and certified masters prepared clinicians. Rosecrance offers a comprehensive spectrum of behavioral health services that include residential, outpatient and detox services for the treatment of substance abuse disorders as well as community based mental health services for Men, Women Youth and adults. Rosecrance has specialized in the treatment those involved in the criminal justice system since 1994, and are currently partnered with Winnebago, Boone, McHenry and Champagne counties to provide services to those involved with their probation departments including Drug Court, Mental Health Court, Youth Recovery Court, and family Recovery court. Rosecrance has also been contracted to provide residential and outpatient services to the Illinois Department of corrections parolees since 1999.

b. Describe history managing grants and/or other funding

Rosecrance has managed multiple local, state, and federal grants over our 100-year history. Currently we receive grants through Illinois SUPR and the State Opioid Response initiative, as well as grants through Winnebago, and Boone Counties for in-jail services and specialty court programs. We also receive grant funding through the Illinois Department of Human Services and are paneled with multiple insurance companies.

c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Rosecrance proposes a continuation of the funding from the Winnebago County 1% safety tax fund for a ½ time substance use disorder assessor to provide assessment and treatment recommendations for those housed in the Winnebago County jail. The continuation of this funding will allow Rosecrance to complete a multi-dimensional assessment tool and treatment recommendations on inmates who are court ordered for a substance use disorder assessment as well as those who need to be assessed upon advice of their probation officer, attorney or are self-referred. All diagnoses and treatment recommendations will be made in accordance with the criteria and standards set forth by the DSM5 and the American Society of Addiction Medicine (ASAM) patient placement criteria. Once assessed, treatment recommendations are provided to the court or to whomever referred them and are case managed upon their release to assist them in beginning treatment with Rosecrance or other recommended service providers.

The benefit of this program is the ability to connect with those incarcerated individuals at a point where they are vulnerable and are most motivated for change in their lives. By initiating treatment services while they are incarcerated, we are able to more easily engage them at a time where they are most receptive to the idea of a recovery lifestyle. Upon release from jail the clients are already enrolled in Rosecrance services and can seamlessly transition to our wide spectrum community-based services with no delay.

b. Describe current and projected project/program partnerships.

This program has worked closely with the Winnebago County Specialty Courts as well as the Winnebago County probation and pretrial, The States attorneys and public defender's office to help their client's gain strong footing in a recovery lifestyle prior to their return to the community. Rosecrance also works with the Illinois State Opiate Response initiative to engage those clients in jail who have an opiate or stimulant use disorder to inform and enroll those interested in our Medication Assisted Treatment program that allows them to initiate needed medication while in the jail.

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

Referrals are made to the program through court orders from the 17th judicial circuit, from Winnebago probation officers, attorneys, Freedom Group, and through detainees submitting a request ticket to the jail. Once the referral is received a 1/2-time assessor, funded through the 1% contract, goes into the jail, and complete a multidisciplinary substance use disorder assessment according to requirements of Illinois SUPR 2060 licensure requirements, DSM5 and the American Society of Addiction Medicine (ASAM) patient placement criteria. We also complete a Rosecrance Suicide Risk assessment, using the Columbia Suicide Severity Rating Scale, at the time of assessment. The diagnosis and recommendations are subsequently reviewed by our medical director for appropriateness and approval, and shared with the courts or other referral sources, and are ready to begin treatment with us upon their return to the community.

b. Describe treatment, counseling, and case management. Be specific.

This program will work with the inmate prior to treatment to assess, diagnose and make treatment recommendations for when they are released. This position will provide case management services that include placement on the residential treatment waiting list if needed, obtaining collateral information to assist in making the appropriate diagnosis, resolution of biomedical obstacles, and connecting with other behavioral health needs.

This program will also be able to connect inmates with our State Opiate Response (SOR) grant to provide education and medication assisted therapies to those inmates with a history of opiate and stimulant abuse. We are able work with the courts to furlough inmates to come to Rosecrance and start an appropriate medication prior to their release from jail where they are at most risk of overdose.

c. Describe staff roles; include education, training, and licensure requirements.

These assessments are completed at the request of court order, probation, or attorney referral or through inmate self-referral. This position is staffed by an Illinois CADC licensed clinician, with 35 years' experience in the field. The CADC licensed clinician is required by IAODAPCA to complete 40 hours of training every 2 years in dimensions related to the treatment of substance use disorders. This position is funded at 1/2 their salary through the County 1% tax. The staff roles include the completion of a substance use disorder assessment, a suicide risk assessment, communication of recommendations and case management.

d. Describe program oversight and accountability.

The key performance indicators (KPI) for this program are tracked weekly, monthly, and annually through supervision, annual evaluations, and client satisfaction surveys. Client records are regularly reviewed to ensure quality of service and adherence to regulatory standards. Program KPI's include the number of assessments completed monthly and reported to Winnebago County quarterly.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Assess 100% of all in custody referrals for Substance Abuse Treatment	Number of assessments completed in the jail monthly	400 assessments annually
Connection to Medication Assisted Therapies	The monthly number of those diagnosed with opiate and stimulant use disorder linked to Medication Assisted Therapies prior to leaving the jail.	80% of those assessed with the appropriate diagnosis

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Jim Noe Title: Director of Court Services Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 815-985-7161 Email: jnoe@rosecrance.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Carlene Cardosi Title: Regional President, Rosecrance inc. Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 888-928-0212 Email: ccardosi@rosecrance.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Carlene Cardosi Title: Regional President, Rosecrance inc. Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 888-928-0212 Email: ccardosi@rosecrance.org</p>
<p><u>Program Contact</u> Name: Jim Noe Title: Director of Court Services Address: 2704 N. Main St. Rockford IL, 61103 Telephone: 815-985-7167 Email: jnoe@rosecrance.org</p>
<p><u>Payments Sent to:</u> Name: Teresa Baumgartner Title: VP of Finance Address: 1021 N. Mulford Rockford, IL. 61107 Telephone: 815-387-5626 Email: tbaumgartner@rosecrance.org</p>

EXHIBIT B



WINNEBAGO COUNTY
— ILLINOIS —

**Public Safety Sales Tax Alternative Funding
Budget Detail Worksheet and Narrative**

A. Personnel / Salary— List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
James N / Program Director	\$100,573.20*10%	10,057.32
Johnny C / PT Assessor	\$59,394.82*50%	29,697.41
TOTAL SALARY		\$ 39,754.73

SALARY NARRATIVE:

Program Director:

Position Purpose: Facilitate, coordinate and supervise all clinical components of the Jail Alternative program. Provide and monitor continuity of program services in an ethical, legal and moral manner within a safe and therapeutic environment, consistent with applicable regulatory and accreditation standards. Participate as a team member in the delivery of mental health treatment services to patients and their families and facilitate the issues of recovery into their daily living situations. 10% of the director's salary and related costs are allocated to this grant.

Patient Assessor/Sr Addictions Counselor (Patient Assessor):

Position Purpose: Participate as a team member in the delivery of addictions treatment services and assessments to clients and facilitate the issues of recovery into their daily living situations. Provide continuity of program services in an ethical, legal and moral manner within a safe and therapeutic environment, consistent with applicable regulatory and accreditation standards. Promote the treatment concepts and work cooperatively with all staff to implement treatment services.

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
James N / Program Director	10,057.32*.28	2,816.05
Johnny C / PT Assessor	29,697.41*.28	8,315.27
TOTAL FRINGE		\$ 11,131.32

FRINGE NARRATIVE:

Total Fringe Benefits of 28% includes: Group Health/Dental/ Life 15.9%, 401K Match 2.0%, Retirement 1.6%, FICA/Workers Comp/Unemployment 8.3%, Other .2%

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				\$ 0.00

TRAVEL NARRATIVE:

D. Supplies

Supply Item	Computation	Cost
TOTAL SUPPLIES		\$ 0.00

SUPPLY NARRATIVE:

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E. Other Costs

Item	Computation	Cost
Indirect Costs	\$39,754.73*.2895	14,731.51
	TOTAL OTHER	\$ 14,731.51

OTHER COSTS NARRATIVE:

Rosecrance has a Federally Negotiated Indirect Cost Rate Agreement. Current overhead rate is 28.95%

Budget Category	Amount
A. Personnel	39,754.73
B. Fringe Benefits	11,131.32
C. Travel	0.00
D. Supplies	0.00
E. Other Costs	14,731.51
TOTAL PROJECT COSTS	\$ 65,617.56