

Resolution # 24-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Department of Court Services wishes to procure goods and/or services from Memorial Behavioral Health for the purpose of providing a full time Behavioral Health Specialist at the Sangamon County Jail in the amount of approximately \$82,455.00; and

WHEREAS, this purchase will allow Memorial Behavioral Health to provide to screen and diagnose offenders for mental illness; and

WHEREAS, as documented by the approval of this resolution, Court Services Committee has approved the Court Services Department's request to procure the items specified and the committee recommends that the County Board approve procurement of the same, and;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 8th day of December, 2020, approves the procurement of the goods and/or services detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this procurement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Court Services Committee _____,

FILED

DEC 04 2020

[Signature], Chairman

[Signature]
Attachment: Purchase Order form

Professional Services Agreement
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This Professional Services Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between (i) MENTAL HEALTH CENTERS OF CENTRAL ILLINOIS D/B/A MEMORIAL BEHAVIORAL HEALTH, an Illinois not for profit corporation and affiliate of Memorial Health System ("MBH"), and (ii) SANGAMON COUNTY, a governmental entity within the State of Illinois which is located at 200 S. 9th Street in Springfield Illinois ("County"). This Agreement is entered into pursuant to the U.S. Department of Justice-Office of Justice Programs Grant #2018-MO-BX-0026, hereinafter referred to as "Grant."

Recitals:

Whereas, MBH is engaged on the Effective Date, as identified and defined in this Agreement, in the business of delivering comprehensive behavioral health and rehabilitation services to individuals who reside in central Illinois; and

Whereas, County, in order to enhance the provision of the mental health care services delivered to inmates being held at the Sangamon County Jail ("the Jail"), desires to acquire the Professional Services, as identified and defined in this Agreement, which MBH is capable of delivering; and

Whereas, County desires to contract with MBH for the delivery and performance of such Professional Services on behalf of County; and

Whereas, MBH is willing to enter into a contractual relationship, containing the terms and conditions which are embodied in this Agreement, so that the Professional Services which are identified and defined in this Agreement will be accessible and available to County;

Now, therefore, the Parties agree as follows:

ARTICLE 1. DEFINITIONS.

The capitalized words, phrases and terms which are utilized in this Agreement, if not otherwise defined, possess the following meanings:

1.1 Agreement. The term "Agreement" means this Professional Services Agreement and any amendment(s) to this Professional Services Agreement which are subsequently entered into by the Parties.

1.2 Eligible Individual. The term "Eligible Individual" shall mean inmates housed in the Jail.

1.3 Party or Parties. The term "Party" may mean either MBH or County, and the term "Parties" means, collectively, MBH and County.

3.3.3 Third-Party Reports. MBH recognizes that the Eligible Individuals who are actually receiving or benefiting from the Professional Services which are encompassed by this Agreement may be participants in various third-party payor programs, including Medicare and Medicaid, and MBH accordingly agrees to assist County in addressing and satisfying the requirements which are prescribed to participate in such programs, so that the County may be eligible to receive appropriate payment from third parties. MBH will cause MBH Personnel to promptly prepare and submit time allocation forms and other supporting documents which are required by Medicare, Medicaid or any other applicable third-party payor programs.

3.3.4 Ownership of Treatment Records. The ownership and control of the Treatment Records which are prepared and produced in connection with the provision of Professional Services which are encompassed by this Agreement, as between the Parties, vests exclusively in MBH.

3.4 Professional Liability Insurance. Prior to the Effective Date, upon request, MBH will furnish County with evidence that MBH Personnel are insured by a commercial professional liability policy or a self-insurance program which specifically covers their provision of the Professional Services which are encompassed by this Agreement, with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate minimum coverage limit of Three Million Dollars (\$3,000,000).

ARTICLE 4. DUTIES OF COUNTY.

4.1 Standards of Performance. MBH assumes the duty, obligation and responsibility to ensure that the Professional Services which are encompassed by this Agreement are being delivered and performed by MBH Personnel in compliance with all relevant state and federal statutes, the standards, rules and regulations which are prescribed or promulgated by the Department of Health and Human Services, or any other local, state or federal government agency, corporate entity or individual exercising authority with respect to, or affecting, the provision of such Professional Services.

4.2 Limitations. When MBH Personnel are performing the duties which are prescribed in this Agreement, however, County will not unreasonably exercise control, direct or interfere with the exercise of their professional judgment in a manner which adversely affects their abilities to deliver the Professional Services which are specified in this Agreement.

4.3 Treatment Information. County will timely furnish MBH with such information concerning the individuals who are the intended recipients of the Professional Services as MBH Personnel may reasonably require, including medical histories, to ensure that such individuals are being appropriately treated.

ARTICLE 5. COMPENSATION.

County will pay MBH, as and in compensation for the Professional Services being delivered and performed by MBH Personnel under and pursuant to this Agreement, the fees, charges or rates which are respectively described and enumerated in the attached "Exhibit B"

7.1 Independent Contractor. MBH is contracting with County as an “independent contractor,” and no provisions of this Agreement are intended by the Parties to create a partnership or joint venture relationship between the Parties, or to allow the Parties to exercise any control or direction in respect to the techniques, procedures, manner, means or method whereby MBH Personnel deliver or perform the Professional Services, except to the extent stated in Article 4.1.

7.2 Representatives.

7.2.1 MBH Representative. MBH will act with respect to all matters under this Agreement through the MBH President or his or her designee.

7.2.2 County Representative. County will act with respect to all matters under this Agreement through the Sangamon County Administrator.

7.3 Notices. Any notices which are required under or which are otherwise prescribed by this Agreement must be in writing and must either be (i) delivered to the Party entitled to the notice or (ii) mailed, with first-class postage prepaid, to the Party entitled to the notice by registered or certified mail, return receipt requested, at the following addresses, or such other alternative addresses as the Parties may respectively specify during the Term of this Agreement:

If to MBH:

MBH: Attention: President
710 North 8th St.
Springfield, Illinois 62702; and

If to County:

County: Michael J. Torchia, MPA
Director
Sangamon County Court Services
200 S. 9th Street, Rm. 308
Springfield, Illinois 62701
Mike.Torchia@co.sangamon.il.us

A notice will be deemed to be received in subparagraph (i), on the date of the actual receipt of the notice by the Party entitled to the notice, and in subparagraph (ii), on the date of the mailing of the notice.

7.4 Construction. This Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois.

Insurance Portability and Accountability Act of 1996," the "Health Information Technology for Economic and Clinical Health Act" and all of the standards or rules which may be prescribed pursuant to such statutes by the Department of Health and Human Services during the Term of this Agreement as then being applicable to the performance or delivery of the Professional Services which are encompassed by this Agreement (collectively, "HIPAA"). Each Party will promptly report to the other Party any use or disclosure of any health information which is not permitted under HIPAA, whenever such Party becomes aware of such improper use or disclosure. Each Party, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by that Party, of a use or a disclosure of such health information in violation of HIPAA. Either Party, at the request of the other Party, will execute and then timely deliver to that other Party such documents, including a Business Associate Agreement, as the requesting Party may desire to evidence the other Party's compliance with HIPAA.

7.13 No Required Referrals. The Parties intend that this Agreement is to be strictly interpreted and construed so as to comply with all of the provisions of and the referral restrictions which are contained within the federal statutes and laws which are commonly referred to as the Medicare Fraud and Abuse or the Anti-Kickback Statute and the Stark Laws, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such statutes and laws, as well as any other state statutes or laws, if any, which may be applicable to the arrangement created by this Agreement. As a consequence, neither County nor any of the employees or affiliates of County are being obligated or required to refer any patients to MBH, or any affiliate of MBH, to obtain or receive any medical diagnosis, care or treatment from MBH, or any affiliate of MBH, or to purchase any health care related services or products from MBH, or any affiliate of MBH. Neither MBH nor County is entering into this Agreement with an expectation that such patient referrals will occur or develop between the Parties.

7.14 Successors. This Agreement is binding on and inures to the benefit of the Parties, and their respective successors in interest and/or assigns.

7.15 Entire Agreement. This Agreement, and the attached exhibits, constitute the entire Agreement between the Parties relating to the provision and the delivery and performance of the Professional Services which are encompassed by this Agreement.

7.16 Indemnification. By the execution and delivery of this Agreement, each Party indemnifies the other Party, and the employees, agents, officers, directors and representatives of that Party, against any and all claims, demands, obligations, liabilities and causes of action (collectively, the "Claims") relating to, or arising as a consequence of or in connection with such Party's intentional or negligent acts or omissions involving that Party's performance of the duties, obligations and responsibilities of such Party under this Agreement, except where a contrary intent is otherwise specifically indicated in this Agreement. In the event any Claims are presented to or threatened against a Party to this Agreement, that Party will promptly notify the other Party of the existence and nature of such Claims, and will then timely deliver to the other Party all of the relevant information or documentation, in the possession or under the control of such Party, concerning the Claims.

other Party a reasonable opportunity to challenge and object to that disclosure, if such other Party so elects.

7.21 Acknowledgement of Sponsorship. MBH agrees not to use the name of the County in advertising or for any other commercial purpose without the prior written approval of the County. As provided for in any Exhibits to this Agreement, MBH may be required to acknowledge sponsorship of work performed under this Agreement.

7.22 Survival. The terms and provisions which are respectively contained in Article 7.11, Article 7.16, Article 7.17 and Article 7.20 will survive the termination of this Agreement.

In witness whereof, the Parties executed and then delivered this Agreement in pursuance of the uses and purposes which are respectively described and contained in this Agreement.

MENTAL HEALTH CENTERS OF
CENTRAL ILLINOIS D/B/A MEMORIAL
BEHAVIORAL HEALTH:

Diana L. Knaebe

By: Diana Knaebe
Title: System Administrator,
Behavioral Health

Date: 6/30/2020

APPROVED:

SANGAMON COUNTY BOARD

Andy Van Meter

By: Andy Van Meter
Title: County Board Chairman

Date: 6-29-20

**This Contract Has Been
Reviewed By MHS Legal Counsel**

Anna Evans MHS CR 5941

- 13) Assistance in the planning and implementation of data collection, data management, data analysis, and program evaluation.
- 14) Assistance in developing, implementing, and managing data collection regarding the goals and objectives of this project.
- 15) Assistance with statistical support for the evaluation of the project and serve on the program team.
- 16) Administrative support for the project.
- 17) Active membership on the Policy and Multi-disciplinary Teams.
- 18) Assistance to the County with progress, data, and evaluation reports to the U.S. Department of Justice-Bureau of Justice Assistance as required by the grant.

METHOD OF BILLING

Memorial Behavioral Health shall submit an invoice to County by the fifth (5th) business day of the following month for all of the services rendered as described in the Services to be Performed section of Exhibit A for the previous month. The invoice shall be sent to:

Sangamon County Court Services
Attn: Julie Collins, Administrative Manager
200 S. 9th Street, Room 308
Springfield, Illinois 62701