

Resolution # 25-1

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 diagnostic and therapeutic outpatient services in the amount of approximately \$50,000.00; and

WHEREAS, this purchase will allow Memorial Behavioral Health to provide identification of offenders who have mental illness and release them from jail with services; 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 8<sup>th</sup> 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]  
Sangamon County Clerk

Attachment: Purchase Order form

**MEMORANDUM OF UNDERSTANDING  
FOR COGNITIVE BEHAVIORAL THERAPY SERVICES**

The Circuit Court of the Seventh Judicial Circuit, operating the Sangamon County Drug Court, (SCDC), and Memorial Behavioral Health (Treatment Agency), located at 710 N. Eighth Street, Springfield, IL; enter into this memorandum of understanding to establish coordination of treatment services for Drug Court participants for the period of July 1, 2020 through June 30, 2021. Toward that end, both the SCDC and the Treatment Agency agree that:

- A. SCDC will make referrals for cognitive behavioral therapy of probationers who are involved in the Drug Court program and who have agreed to cognitive behavioral therapy. There is no obligation for SCDC to make referrals, and the Treatment Agency has no exclusive right to have referrals made to it. Acceptance of referrals shall be based on current admission policies and practices of the Treatment Agency. Services shall not be denied due to race, sex, religion, disability, sexual preference, HIV status or ability to pay.
- B. Participants are the clinical responsibility of the Treatment Agency.
- C. SCDC and the Treatment Agency agree to abide by federal, state, program and Drug Court standards concerning confidentiality of participant information.
- D. All parties agree to share participant information in the coordination of treatment services delivery as allowed by the appropriately executed participant consent, or as otherwise permitted by statute.
- E. SCDC will pay Memorial Behavioral Health \$40.00 per MRT session provided to those Problem-Solving Court participants that do not have third-party insurance that is billable by Memorial Behavioral Health or who are eligible for benefits from any third-party payer, not to exceed the total amount of \$12,000.00 budgeted in the ARI Grant which is a combined total for multiple providers.

**SCDC agrees to provide the Treatment Agency with the following:**

- A. For each potential participant, assessment and referral information to the extent known by SCDC, such as health conditions, medications, etc.
- B. For each participant, case management support and service to include, but not limited to, participation in case conferences, staffing and intervention services.
- C. Payment for each cognitive behavioral therapy session. The Treatment Agency will provide cognitive behavioral therapy sessions on each participant referred by SCDC. Treatment Agency will charge the rate of \$40.00 per session per participant.

- D. Payment for required materials for each participant for cognitive behavioral therapy. The Treatment Agency will provide the required materials for each participant referred by SCDC. Treatment Agency will charge the rate of \$25.00 per materials per participant.

**Treatment Agency agrees to accept SCDC referrals and will:**

- A. Initiate treatment at the first availability of a treatment slot of the referral.
- B. Involve SCDC staff in treatment, case staffing, and discharge.
- C. Notify SCDC prior to making any changes in the participant's therapy.
- D. If the participant has committed an infraction or has missed therapy sessions for which he/she faces the possibility of discharge, the Treatment Agency will consult with SCDC before any discharge action is taken, if possible.
- E. Provide weekly reports of the participant's progress in treatment. These reports can be in either written or verbal form.
- F. Provide SCDC with a written discharge (successful or unsuccessful) report not more than ten (10) workdays after discharge.
- G. Submit an invoice to SCDC by the fifth (5<sup>th</sup>) business day of the following month for all cognitive behavioral therapy sessions and required materials provided to SCDC participants during the previous month.

**Memorial Behavioral Health (Treatment Agency)**

Diana L'Kneek                      President                      10/6/2020  
 Name                                      Title                                      Date

**Sangamon County Court Services**

Michael Tashin                      Director                      9/24/2020  
 Name                                      Title                                      Date