

Resolution # 26-1

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 SIU School of Medicine for the purpose of conducting an evaluation of treatment services in the amount of approximately \$35,198.00; and

WHEREAS, this purchase will allow SIU School of Medicine to provide an evaluation outcome with data collection; 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:

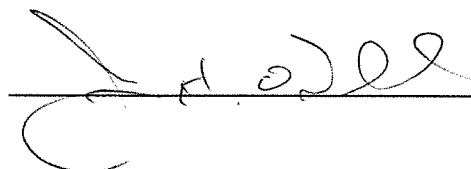
\_\_\_\_\_  
County Clerk

Approved by the Court Services Committee \_\_\_\_\_,

**FILED**

DEC 04 2020

  
Sangamon County Clerk

 Chairman

Attachment: Purchase Order form

UNIVERSITY CONTRACT R-10265

BOARD OF TRUSTEES  
OF SOUTHERN ILLINOIS UNIVERSITY,  
ON BEHALF OF ITS SCHOOL OF MEDICINE

COUNTY OF SANGAMON, ILLINOIS

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, by and between COUNTY OF SANGAMON, ILLINOIS for and on behalf of its County Court Services (hereinafter collectively referred to as the "County") and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, located at Carbondale, Illinois, for an on behalf of its School of Medicine (hereinafter referred to as "University"). County and University are collectively referred to, in this Agreement, as the "Parties," and either County or the University may be separately identified, in this Agreement, as a "Party."

RECITALS:

WHEREAS, the County desires the services of a licensed clinical social worker on a part-time basis to provide group and individual counseling sessions to the County as part of Recovery Court Trauma Counseling and to perform the services detailed herein; and

WHEREAS, the University employs MEGHAN GOLDEN, DSW, LCPC, LCSW ("Professional") who is appropriately qualified to provide desired counseling and therapy to the County; and

WHEREAS, the Professional has indicated their willingness and desire to provide services to the County on a part-time basis while employed by the University; and

WHEREAS, University and County represent, warrant, and acknowledge that the compensation to be provided for the services of Professional pursuant to the terms of this Agreement are the result of arms length negotiations between the Parties.

TERMS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated by reference herein, the Parties, intending to be legally bound, hereby agree as follows:

1. APPOINTMENT.

1.1 Appointment. County hereby retains and contracts with University, and University agrees to provide the Services set forth hereunder in accordance with the terms of this Agreement. University shall provide Professional to perform the duties set forth below.

- 1.2 Continuing Obligations. During the term of this Agreement, University shall ensure that Professional shall hold a currently valid and unlimited license as a clinical social worker in the State of Illinois.

11. DUTIES AND COVENANTS OF UNIVERSITY.

- 2.1 Services. Professional shall provide Services to the County set forth in Exhibit A. Professional will perform such Services in compliance with the administrative guidelines and policies of the University. Services will not be provided on days identified on the University's holiday schedule (Exhibit B). As the holiday schedule is updated, a revised Exhibit B will be substituted under this Agreement in replacement of the previously effective Exhibit B.
- 2.2 Designee. The University may designate various University employees ("Professionals") with the same or similar qualifications to assist with the completion of Services.
- 2.3 Applicable Standards. Professional shall also perform the duties hereunder in conformance with all applicable requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.
- 2.4 Certification of University. As an inducement to enter into this Agreement, University hereby represents and warrants to as follows:
- a. The execution, delivery, and performance of this Agreement does not conflict with or violate any law or regulation to which University is subject or conflict with a current contractual obligation;
  - b. Has the power and authority to enter into this Agreement and perform obligations hereunder, and that all necessary action required to execute, deliver, and perform this Agreement has been taken; and
  - c. There is no pending or threatening litigation that would impede the execution, delivery or performance of this Agreement.

111. DUTIES AND COVENANTS OF COUNTY.

- 3.1 Compensations. County will provide compensation to University as provided for under Section 4.1.
- 3.2 Support Services. County shall provide such facilities, equipment, supplies, utilities, and other support services as County shall reasonably deem necessary.

3.3 Representations and Warranties of Count: As an inducement to enter into this Agreement, County hereby represents and warrants to as follows:

- a. The execution, delivery, and performance of this Agreement does not conflict with or violate any law or regulation to which County is subject or conflict with a current contractual obligation.
- b. Has the power and authority to enter into this Agreement and perform obligations hereunder, and that all necessary action required to execute, deliver, and perform this Agreement has been taken.
- c. There is no pending or threatening litigation that would impede the execution, delivery or performance of this Agreement.

3.4 Administrative Direction. The County's Director of Court Services (hereinafter referred to as "Director") in coordination with the Department of Clinical and External Affiliations shall provide administrative direction to such Professional providing services under this Agreement.

IV. FINANCIAL ARRANGEMENTS.

4.1 Compensation and Billing for Services of Professional. Compensation shall be provided to the University as follows:

- a. County shall pay the University, as and in compensation of the Professional's performance of the Services for the County, on the basis of a group session a fee of SIXTY DOLLARS (\$60.00) per hour, per person. Additionally County shall pay the University, as and in compensation of the Professional's performance of Services for the County , on the basis of an individual therapy session a fee of NINETY DOLLARS (\$90.00) per hour, per person. The annual aggregate sum not to exceed FIFTY THOUSAND DOLLARS (\$50,000).
- b. County shall reimburse the University for Professional's supplies used in delivery of therapy and counseling sessions an annual aggregate sum not to exceed THREE THOUSAND DOLLARS (\$3,000).
- c. ~~University shall invoice County, separately for Services and supplies reimbursement, on a monthly basis no later than thirty (30) days following the last day of the preceding month. Invoices for Services shall be based on appropriate records demonstrating fulfillment of the duties and responsibilities specified herein, through such documentation as work schedules, time sheets, or other reliable written records. Invoices for~~

supplies reimbursement shall be based on written documentation providing detail of supplies used.

- d. The Parties agree that neither Party will be permitted to bill any state, federal or third party payors, related to the Services provided hereunder including, but not limited to Medicare and Medicaid.
- e. Payments shall be due within fifteen (15) days of Court' receipt of the monthly invoices for Services provided and supplies reimbursement. Remittance for monthly payment should include University contract number RI 0265 and should be sent to:

Revenue Accounting SIU  
 School of Medicine  
 P.O. Box 19607  
 Springfield, IL 62794-9607

4.2 Taxes and Fringe Benefits. Payment for services to University under this Agreement shall be in full, without any deduction for taxes or withholding of any kind. It is understood that any taxes or withholdings which may be due and payable as a result of payments made by University to the Professional shall be the responsibility of University. It is understood that, as part of this Agreement, University undertakes to pay any taxes and withholding on payments which may be due Professional providing services hereunder; shall not participate in any County employee benefit plan or any other fringe benefits; and shall not receive any other compensation from County.

4.3 Limitation on Compensation. The preceding provisions of this Article IV. notwithstanding, however, the compensation which the Parties reasonably anticipate that the County will pay to the University under and pursuant to this Agreement will not exceed the annual aggregate sum of FIFTY THOUSAND DOLLARS (\$50,000.00), inclusive of travel expenses.

v. INSURANCE AND INDEMNIFICATION.

5.1 Insurance. The University, in accordance with its plan of self-insurance, as amended, will provide individual coverage for Professional services furnished to the University by the Professional within the scope of his/her responsibilities as an employee of the SIU School of Medicine. Such coverage will protect the Professional against individual malpractice claims in an amount at least equivalent to One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The University will continue to provide such coverage to the Professional so long as the University continues to provide

Professional liability through its self-insurance program. The University will notify the County at least ninety (90) days prior to (i) any discontinuance of self-insurance program coverage for Professional services furnished to the University by the Professional within the scope of his/her responsibilities as an employee of the SIU School of Medicine or (ii) any reduction in the amount of coverage. In the event of any such discontinuance or reduction, County shall have the right to terminate this Agreement. Upon request, University shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement. The receipt of any certificate does not constitute an agreement by the County that insurance requirements have been met. Failure of the County to obtain certificates or other insurance evidence from University shall not be deemed a waiver by the County.

County shall procure and maintain during the term of this Agreement insurance coverage with limits as follows: Worker's Compensation and Occupational Diseases - statutory limits; Employer's Liability - \$500,000 per occurrence; Commercial General Liability — Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate; Physician Liability - One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. County may provide any or all of such coverages through a program of self-insurance, at County's option. Umbrella liability insurance may be used to meet the general liability coverage limit requirements. County agrees to maintain such insurance for the duration of the Agreement. If a policy required under this Section 5.1 is written on a claims-made basis and that policy is not replaced or renewed, or if that policy is cancelled, County agrees to provide for an extended reporting endorsement of not less than two years or purchase prior acts coverage with a retro date that coincides with or precedes the commencement of this Agreement to assure coverage for unreported events. County will notify the University at least ninety (90) days prior to any discontinuance or reduction in the above mentioned insurance coverage. In the event of any such discontinuation or reduction, University shall have the right to terminate this Agreement. Upon request, County shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement. The receipt of any certificate does not constitute an agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from County shall not be deemed a waiver by the University.

- 5.2 Survival. The obligations and commitments of the Parties hereto under this Article V shall survive termination of this Agreement.

VI. TERM AND TERMINATION.

6.1 Term. The promises and obligations herein contained shall commence as July 1, 2020 or the date of last signature, whichever is later, for a term of one (1) year therefrom.

6.2 Termination. This Agreement may be sooner terminated on the first to occur of any of the following events:

a. Agreement. Written agreement by both Parties to terminate this Agreement. The Parties shall indicate the effective termination date in such agreement. In the event of such termination, the Parties shall not contract with each other for like or similar services within the term of this Agreement.

b. Loss of Qualifications. Failure of Professional to maintain the qualifications required under Section I .2 of this Agreement. Such termination shall be immediate upon written notice from County or University may provide a designee in accordance with Section 2.3.

c. Breach. In the event of the breach of any of the terms or conditions of this Agreement, excluding Sections 6.2(b), by either Party and the failure of the breaching Party to correct such breach within ten (10) business days after receipt of written notice of such breach by the breaching Party, such other Party may terminate this Agreement immediately with written notice of such termination to the breaching Party.

d. Notice. In the event either Party to this Agreement shall, with or without cause, at any time give to the other at least sixty (60) days advance written notice, this Agreement shall terminate on the future date specified in such notice. In the event notice of termination is given under this Section 6.2 excluding Section 6.2(b), this Agreement shall continue in full force and effect from the time notice is given until the effective termination date.

6.3 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligation hereunder except for: (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. Any monies owed will be prorated to the date of termination.

VII. MISCELLANEOUS.

7.1 Legal Compliance. Nothing in this Agreement shall be construed as an offer or payment by one Party to the other Party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending

or arranging the purchase, lease, or order of any item or service. The Parties intend and agree that all amounts paid under this Agreement are intended to reflect, and do reflect fair market value for the services rendered. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

- 7.2 HIPAA. The Parties agree that the use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, as well as all of the regulations and standards promulgated pursuant to such statutes (collectively "HIPAA").
- 7.3 Assignment. This Agreement and all rights and benefits hereunder are personal to University and County and neither this Agreement nor any right or interest of University or County herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other Party.
- 7.4 Independent Contractor. It is expressly acknowledged by the Parties that University is an independent contractor and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between County and University, or Professional, or to allow County to exercise control or direction over the manner or method by which Professional performs the Services that are described in this Agreement.
- 7.5 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing signed by County and by University.
- 7.6 Waiver. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the person or Party against whom charged.
- 7.7 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and contains all of the agreements between the Parties with respect to the subject Services at County.
- 7.8 Force Majeure. If either Party is prevented from performing its obligations under this Agreement, by strikes or other labor disputes, official or unofficial, fire, war, terrorism, flood or any other reason beyond the Party's reasonable control, each Party's rights and obligations hereunder shall cease with written notice of such cessation by either Party.



7.9 Notices. Notices required herein shall be considered effective when delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and addressed to:

COUNTY:

Michael Torchia  
Director of Court Services  
Sangamon County  
Sangamon County Court Services  
200 S. 9<sup>th</sup> street, Room 308 Springfield,  
Illinois 62701

UNIVERSITY:

Lori Williams  
Assistant Provost of  
Clinical & External Affiliations  
SIU School of Medicine  
801 N. Rutledge St., MC 9618  
Springfield, Illinois 62794-9620

With a copy to:

Revenue Contracts  
SIU School of Medicine  
327 W. Calhoun, MC 9606  
Springfield, IL 62794-905

or to such other address, and to the attention of such other person(s) or officer(s), as either Party may designate by written notice.

- 7.10 Equal Employment Opportunity. The Equal Employment Opportunity Clause attached as Exhibit B is hereby specifically incorporated by reference into this Agreement.
- 7.11 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of Illinois without regard to the conflicts of laws provisions of such laws.
- 7.12 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 7.13 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by themselves or their duly authorized representatives as of the day and year last written below.

COUNTY OF SANGAMON, ILLINOIS

RECOMMENDED BY:

By: \_\_\_\_\_  
Andy Van Meter  
County Board Chairman

\_\_\_\_\_  
Lori Williams  
Associate Provost, External Relations  
SIU School of Medicine

Date: \_\_\_\_\_

THE BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY

By: \_\_\_\_\_  
Jerry Kruse, MD, MSPH  
Dean and Provost, SIU School of Medicine  
for John Dunn, Interim Chancellor  
Southern Illinois University Carbondale

Date: \_\_\_\_\_

Sangamon CoCourt20\_RegProg\_LCSW # 10265

ACKNOWLEDGED ABD ACCEPTED

\_\_\_\_\_  
Meghan Golden, LCS

EXHIBIT A

PROFESSIONAL THERAPY AND COUNSELING FOR  
COUNTY OF SANGAMON, ILLINOIS  
FOR AND ON BEHALF OF THE COUNTY COURT SYSTEMS

**University Duties:**

The Department of Clinical and External Affiliations shall furnish the services of the Professional to provide therapy and counseling services to the County. Services shall include the following:

1. Provide "seeking safety" two hour long group psychotherapy sessions weekly at University Facilities;
2. Provide Eye Movement Desensitization and Reprocessing (EMDR) treatment services consisting of individual and group psychotherapy sessions;
3. Provide individual counseling sessions at University Facilities; and
4. Assist clients in addressing barriers to attending counseling activities.

**County Duties:**

1. Obtain all consents and authorizations from individuals that are necessary for the University to share information with the County. County shall provide all such documentation to the University.

SIU SCHOOL OF MEDICINE  
HOLIDAY SCHEDULE - FY2021  
July 1, 2020 - June 30, 2021

<u>Date of Holiday</u>	<u>Name of Holiday</u>	<u>Day of Week</u>	<u>Explanation</u>
July 4, 2020	Independence Holiday	Friday	Legal Holiday
September 7, 2020	Labor Day	Monday	Legal Holiday
November 11, 2020	Veterans Day	Wednesday	Designated Holiday
November 26, 2020	Thanksgiving Day	Thursday	Legal Holiday
November 27, 2020	Thanksgiving Holiday	Friday	Designated Holiday
December 24, 2020	Christmas Eve Holiday	Thursday	Designated Holiday
December 25, 2020	Christmas Day Holiday	Friday	Legal Holiday
December 28, 2020	Administrative Closure	Monday	Administrative Closure
December 29, 2020	Administrative Closure	Tuesday	Administrative Closure
December 30, 2020	Administrative Closure	Wednesday	Administrative Closure
December 31, 2020	New Year's Eve	Thursday	Designated Holiday
January 1, 2021	New Year's Day	Friday	Legal Holiday
January 18, 2021	Martin Luther King Day	Monday	Designated Holiday
May 31, 2021	Memorial Day	Monday	Legal Holiday

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EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portions of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation.