

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN WINNEBAGO COUNTY, THE 17TH JUDICIAL CIRCUIT COURT, AND REMEDIES RENEWING LIVES, INC.

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

This 27TH DAY OF NOVEMBER, 2019.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



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

Submitted by: Public Safety Committee

2019 CR 151

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A MEMORANDUM OF
AGREEMENT BETWEEN WINNEBAGO COUNTY, 17TH JUDICIAL
CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

WHEREAS, the County of Winnebago, Illinois and the 17th Judicial Circuit Court wishes to engage the services of Remedies; and

WHEREAS, Remedies wishes to provide services to 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, the content of which is substantially similar to that contained in the Memorandum of Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute a Memorandum of Agreement between the County of Winnebago, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc. which is substantially similar to Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator, Chief Judge of the 17th Judicial Circuit Court and the Executive Director of Remedies.

Respectfully submitted,
Public Safety Committee

AGREE

DISAGREE



AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN



PAUL ARENA

PAUL ARENA



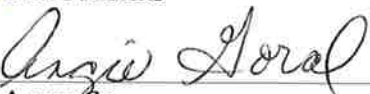
JOHN BUTITTA

JOHN BUTITTA



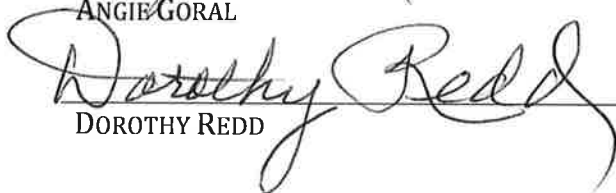
DAN FELLARS

DAN FELLARS



ANGIE GORAL

ANGIE GORAL



DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois this 26th day of November, 2019.



Frank Haney
Chairman of the County Board
of the County of Winnebago, Illinois

ATTEST:



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

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

The parties to this Agreement are Winnebago County (hereinafter “County”), the 17th Judicial Circuit Court (hereinafter “COURT”) and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter “REMEDIES”)

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 PAIP Protocol approved site to provide Partner Abuse Intervention Program (PAIP) services, and

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

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, 2019 and ending on September 30, 2020.

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 days written notice to COURT. COUNTY may terminate this Agreement at will by giving thirty 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 defendant/client 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 contract, 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 meeting to review the services provided to the COURT's Resource Intervention Program.

REMEDIES agrees to provide a monthly report to the COURT outlining the services provided to defendants/clients referred by the COURT. The PARTIES will agree on the form and information to be included in the report.

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 Resource Intervention Center Program (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.

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 work with the Illinois Department of Human Services, Division of Family & Community Services-Domestic and Sexual Violence Prevention, to identify and incorporate 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/jcar/admincode/089/089005010B00900R.html>. Said validated intimate partner risk assessment may be the ODARA, SARA or another validated intimate partner risk assessment.

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 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 one (1) to three (3) sessions per week for two (2) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction Medicine's (ASAM) Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services. Family sessions will be offered to the defendant/client as appropriate.

C. PAIP - Domestic Violence

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

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

The number of participants in each group will not exceed 15 persons. The PAIP program 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, Point A. REMEDIES will work with the COURT to identify and implement 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 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 Partner Abuse Intervention Program. 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 40 hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional 20 hours

of training in abuser services. The 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 of/or contractual employees of REMEDIES. REMEDIES supplied staff will have at minimum a bachelor's degree education and have passed a background clearance conducted by COURT.

III. Costs and Billing for Services

REMEDIES shall be compensated in the amount of \$11,607.16 per month for those service performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a 12 month period shall not exceed \$139,286.00 REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates. Should this Agreement or any continuation thereof terminate on a date other than the last day of a month, REMEDIES shall be entitled to a prorated amount of the stated monthly amount of \$11,607.16.

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). 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. Miscellaneous

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.

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement.

Dated: 12/3, 2019

Winnebago County

By: 

**Frank Haney, in his capacity as
Chairman of Winnebago County**

Dated: 12/3, 2019

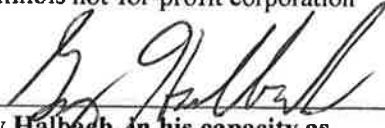
The 17th Judicial Winnebago County Court

By: 

**Eugene Doherty, in his capacity as
Chief Judge of the 17th Judicial Circuit Court**

Dated: Dec 6, 2019

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

By: 

Gary Halbach, in his capacity as
President and CEO

(24)

COMMITTEE: Public Safety

SUBJECT: Res. Auth. the Chairman of the Co. Bd to Execute a Memorandum of Agreement with the Circuit Clerk + Remedies Renewing Lives

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL					
2. BILICH, JAS					
3. BOOKER, AARON					
4. BOOMER, DAVID	-			✓	
5. BUTITTA, JOHN	-				✓
6. CROSBY, JEAN					
7. FELLARS, DANIEL					
8. FIDUCCIA, DAVE					
9. GERL, BURT					
10. GORAL, ANGIE					
11. HOFFMAN, JOE	-			✓	
12. KELLEY, DAVE					
13. MC DONALD, KEITH					
14. NABORS, JR., TIMOTHY					
15. REDD, DOROTHY	-			✓	
16. SALGADO, JAIME					
17. SCHULTZ, STEVE					
18. TASSONI, DAVE					
19. WEBSTER, JIM					
20. WESCOTT, FRED					
TOTALS <i>Voice Vote</i>	16			3	1