

PROGRAM TITLE: Community-Based Transitional Services for Female Offenders
AGREEMENT NUMBER: #405207
PREVIOUS AGREEMENT NUMBER (S): 404107, 401107 403107 404107
ESTIMATED START DATE: October 1, 2008
SOURCES OF PROGRAM FUNDING:
JAG (FFY05) Funds: \$ 20,000
Matching Funds: \$ 6,667
Total: \$ 26,667

IMPLEMENTING AGENCY: County of Lake
ADDRESS: 18 North County Street
Waukegan, Illinois 60085
IRS TAX IDENTIFICATION NUMBER: 36-6006600
AUTHORIZED OFFICIAL: Suzi Schmidt
TITLE: Lake County Board Chairman
TELEPHONE: 847-377-2300
PROGRAM FINANCIAL OFFICER: Robert Skidmore
TITLE: Treasurer
TELEPHONE: 847-377-2323

PROGRAM AGENCY: Administrative Office of the 19th Judicial Circuit
ADDRESS: 18 N. County Street
Waukegan, Illinois 60085
PROGRAM DIRECTOR: Robert A. Zastany
TITLE: Executive Director
TELEPHONE: 847-377-3600

FISCAL CONTACT PERSON: Marci Jumisko
AGENCY: Administrative Office of the 19th Judicial Circuit
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INTERAGENCY AGREEMENT

Edward Byrne Memorial Justice Assistance Grant Program, (Byrne/JAG) 2005

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of Lake on Behalf of the Nineteenth Judicial Circuit, hereinafter referred to as the "Implementing Agency," with its principal offices at 18 North County Street, Waukegan, Illinois 60085, for implementation of the Community-Based Transitional Services for Female Offenders Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 and agency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 the Authority and the Consolidated Appropriations Act of 2005, named the following program areas as the focus of the Illinois State Drug and Violent Crime Control Strategy for federal fiscal year 2005:

1. Support prevention programs that help youth recognize risks associated with violent crime and drug use and target youth to reduce their use of violence, illicit drugs, alcohol, and tobacco products.
2. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principals of balanced and restorative justice.
3. Support programs that enhance treatment effectiveness, quality, and services so that those who need treatment can receive it.
4. Support research that identifies what works in drug treatment and the prevention of drug use, violent crime and their consequences.
5. Support programs that promote the efficiency and effectiveness of the criminal justice system.
6. Support efforts to implement an integrated justice system in Illinois that includes all components of the criminal justice system and every jurisdiction within the state.
7. Support efforts with law enforcement, prosecution, and probation to combat, disrupt and test drug users.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas:

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from October 1, 2008 through September 30, 2009.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

However, no funds will flow under this agreement for the period of October 1, 2008 through September 30, 2009, unless and until the State of Illinois receives written approval of an extension to the funding period for the JAG (05-DJ-BX-0308) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$20,000.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing

Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

SECTION 5. MATCH

Federal funds from the Byrne/JAG Program may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

SECTION 6. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 7. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 8. NON-SUPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 9. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the

Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Office of Justice Program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 13. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 14. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 16. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 17. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 18. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 19. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;

- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 20. CONFLICT OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised

*County of Lake on Behalf of the Nineteenth Judicial Circuit
Community-Based Transitional Services for Female Offenders
Agreement #405207*

October 7, 1994

OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)

OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)

OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)

Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.

- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction, other construction projects (penal and correctional institutions only)
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SECTION 23. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 24. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;

- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 25. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information

placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 31. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 32. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 33. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 34. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 36. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2005-DJ-BX-0308, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 37. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of Lake

Taxpayer Identification Number: 36-6006600

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)

_____ services _____ Other: _____
Corporation NOT providing or
billing medical and/or health care
services

SECTION 38. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.579 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2005) Grant Program DJ-BX-0308. Grant Award Year: Federal Fiscal Year 2005

SECTION 39. INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program*

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.

*County of Lake on Behalf of the Nineteenth Judicial Circuit
Community-Based Transitional Services for Female Offenders
Agreement #405207*

- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
 - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
 - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
 - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

The Implementing Agency agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).
- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 41. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 42. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 43.1 SPECIAL CONDITION FOR CONTRACTORS

(Applicable to independent contractors, not employees, of the Implementing Agency)

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 44. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority
Date

Suzi Schmidt
Lake County Board Chairman
County of Lake
Date

Robert Skidmore
Treasurer
County of Lake
Date

Robert A. Zastany
Executive Director
Administrative Office of the Nineteenth Judicial Circuit
Date

**COMMUNITY-BASED TRANSITIONAL SERVICES FOR FEMALE OFFENDERS
ADMINISTRATIVE OFFICE OF THE NINETEENTH JUDICIAL CIRCUIT
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT NUMBER #405207**

I. SUMMARY OF PROGRAM

The Nineteenth Judicial Circuit has a unified structure of administration, led by a single Chief Judge and Court Administrator. The Administrative Office has four divisions, which is outlined in Appendix A. Each division supports the overall vision, mission, goals and objectives of the Circuit Court as outlined in the Court's Strategic Plan. It is important to note that each division is committed to total quality programming and service to the Court, citizens of Lake County, clients/offenders and other users of our system, which is outlined in Appendix B.

The Adult Probation Services Division operates a Pretrial Services Unit, conducts Pre-sentence Investigations, administers a Public Service Work Program and supervises over 4,668 felony, misdemeanor and supervised supervision offenders through standard field, DUI, special caseload, sex offender, domestic violence and intensive probation units. Currently there are 933 women offenders comprising 20% of the overall caseload.

The Psychological Services Division provides fitness and mental health evaluations for the courts at the pre-trial level and works with the Adult Probation Services Division to provide diagnostic services, consultation, crisis intervention, referral, and treatment services for probationers. The Psychological Services Division provided evaluation for 583 offenders, 152 of whom were women and individual therapy for approximately 136 offenders, in fiscal year 2007. Approximately 79 of these offenders were women.

As a means of addressing the needs of these women we propose to contract with a specialized treatment provider to conduct an educational group to provide these women offenders with information on the causes, effects and treatment of posttraumatic stress. The goal of this group will be to assist these offenders in understanding both their own need for treatment and to assist them in more effectively linking with existing treatment providers.

II. REVIEW OF PROGRESS MADE

While the original concepts underlying this program were, and continue to be, fairly simplistic, the timetables, funding mechanisms and procedures of the organization were an unknown quantity to the individuals writing this grant. Because of this, final funding for this program was delayed. The Lake County Board approved matching funds for the Women's Trauma Group on November 21, 2003.

Initially the grant was conceptualized as being a sole-source-provider contract. Unfortunately, this was not allowed by county rules. Because of this we had to go through the bidding process, which further delayed the beginning of the group. The proximity of the Thanksgiving and Christmas holidays further delayed the internal processes and the RFP for the group was finally issued on January 22, 2004. This process required a pre-proposal meeting for all interested service providers, which was held on February 5, 2004. This meeting was well attended. However, at the February 19th deadline, it resulted in only two proposals for the RFP. The internal decision-making process was followed by some further complications in the contract process. The agreement with the Illinois Criminal Justice Information Authority was not signed until April 26, 2004.

Following the finalization of the paperwork, the service provider, LaCasa, was contacted and an initial meeting occurred on May 6, 2004. At that meeting a great deal was accomplished. The LaCasa staff involved in the program and the Adult Probation and Psychological Services Division staff were able to meet, in some instances for the first time. A schedule was set for the first group including both the group sessions and the ancillary meetings. It was determined that the probation officer training would be held on July 15, 2004. Mechanisms for supplying the trainers with information about the needs of the probation officers were discussed and a schedule for supplying this feedback was determined. Questions about paperwork and confidentiality issues were resolved. A number of tasks were divided between the participants to insure that the group would begin on time and the division of responsibility was clarified. Future meetings were set and lines of communication were established. One problem encountered was that many of the LaCasa staff were leaving the area to participate in training just prior to the beginning of the group. However, they were willing to be as flexible as possible to facilitate the start of the group. A second meeting was scheduled for May 21, 2004 to discuss referrals for the group. At that time, the group was re-named the Women's Specialized Services Group both because of concerns that referring to it as the "trauma group" would unnecessarily place a negative label on the women and because of our hope that ultimately this program will be only one part of a variety of services we can offer to women.

Due to losing so much time, first to the internal funding process, then to the bidding process, the initial group was held prior to the first training session for probation officers. Because of this, there appeared to be a number of resulting problems. It was difficult to get sufficient referrals for the initial group. Once the referrals were made, the probation officers had difficulty supporting the need for the group. This resulted in poor attendance for the initial group. Ultimately, twenty-

three women were referred to the first group, which began on June 2, 2004 and fifteen completed the program. Further, the service provider was highly resistant to the idea of a mandated group. A presentation had been made to the judges on April 20, 2004 about this program. They were supportive of the program and suggested that the program could be ordered by the court. Given the difficulties encountered during the first group, this solution was considered. In addition, a second problem became increasingly apparent, not only in terms of this program, but also in terms of other programs being implemented in the department. This was the increasingly apparent philosophical dichotomy between those officers who believed that their primary function was to carry out the court's sentence as a punitive function and those who saw their role as rehabilitative as well. It is our assumption that the probation officers will arrive at a greater understanding of their female probationers as a result of having participated in this training and that this will result in a reduced resistance to having their probationers participate in the program. Future trauma and (Post Traumatic Stress Disorder)PTSD training for the probation officers will be investigated with a variety of providers pending the RFP County and Illinois Justice Authority approval process. The support of the probation officers is crucial to the success of the program since many of the participants are initially resistant to participating. This resistance appears to diminish quickly; however, the women must attend to gain a benefit from the group. An expected problem with the group is the resistance and absenteeism of the probationers. The women are resistant to attending a free educational group on this topic. This is likely due to their issues of trauma and how to resolve this within themselves and due to concerns about the level of personal information they will be required to reveal. Once in the group, the women were reassured and all were glad they had attended. Possible solutions to these issues have been an ongoing challenge.

In 2005, due to internal staffing problems with LaCasa, and the number of creative gender specific community agencies, probation determined it would be in the programs' best interest to re-bid the contract for the group. Before sending out the bid proposals for the group we examined the positive and negative aspects of the four previous groups facilitated by LaCasa. In terms of the women's attendance and participation in the groups:

- Some women were very satisfied with the information they received and with the group experience but did not want further assistance.
- Some women attended the group and believed they had received more education on trauma but did not want further assistance
- Other women who sporadically attended and participated in the group had needs far exceeding the informational level of the group particularly around safety plans for themselves and their children. These women became difficult to find after the group's closure and due to being homeless, or simply whereabouts unknown, or they incurred other technical violations and arrests.
- Other women participated and attended each session and in fact attended other cycles of the group but in the aftercare process refused to attend other recommended support groups, or counseling.

Therefore, the parameters of the group were adjusted during the extension period to address these issues. The new contract eliminates training for probation officers and focuses on expanding the scope of the group services. The group itself will be smaller, [reduced from 25 women to 15] to allow for better information processing and more individual attention from the group facilitator. Each cycle of groups will be longer, [lengthened from 6 to 8 sessions] to allow for additional instruction and improve linkage to follow up services. Finally more attention will be given to outreach services during the group itself for crisis situations, housing, and other emergency services.

On March 18, 2005 the RFP was submitted to the Illinois Justice Authority after the proposal was updated and revised. On March 22, 2005 the RFP was posted in Lake County for vendor bids on the Community Based Transitional Services for Female Offenders grant. Lake County Probation Officials and a representative from Central Services held a pre-proposal meeting on March 31, 2005 with vendors, to review, discuss, and clarify any issues prior to submitting a proposal. Seven service providers attended this meeting. Kids Hope United was selected to facilitate the groups and aftercare services due to their expertise, background, abilities, and qualifications with abused women in the court system. This contract was signed on May 26, 2005.

A pre-group orientation meeting was held on August 3, 2005 by Probation and Psychological Services to meet with participants before the commencement of the program. The purpose of this orientation meeting was to resolve previous issues of absenteeism, tardiness, transportation issues, clarification of program rules, and signature of releases. This enabled the facilitators to begin promptly with the content and schedule of their presentations. In addition, a seasoned probation officer volunteered to supervise a gender specific caseload and many of the women were referred to this group to intensify services. This group began on August 10, 2005 and completes on October 5, 2005. The positive aspects of this group are that the content stressed in groups was education and not therapy and provided information not treatment. When women experienced crisis in their lives, follow up services were immediately implemented and resolved the immediate problems and the women continued to attend group. More information on community services, employment and school information, and free medical services were supplied at each session to the participants to assist their immediate needs. To facilitate further program content, the (Trauma Symptom Inventory) TSI testing was considered to be given either before or after the 7th week of group. Due to low educational levels and the guardedness of the women, the test was given during the group by the facilitators and Probation which led to worthwhile discussions on symptoms of trauma. In spite of the utilization of a pre-group orientation meeting, four women failed to attend any sessions due to homelessness and substance abuse. Solutions to these issues are an ongoing struggle.

Previously, the timing of the group was limited due to problems with limited availability of

appropriate space in which to hold the group. In September of 2007, the Adult Probation Division and the Psychological Services Division moved to their new facility at 215 W. Water Street in Waukegan. This facility provides 3 group rooms with ample space for all programs being run by both divisions. Timing of the group is now limited only by the availability of the provider's staff.

A final problem that we have continually attempted to address is the need that some probationers may have for child-care while attending the group. At this time, child-care is simply not possible. We have neither the space nor the personnel to achieve this goal. However, this is an issue that continues to be a problem for our probationers and therefore is a problem for us. We continue to search for possible responses to this problem and are hoping that our increased contact with women's service agencies will allow us to identify possible resources to address this need.

From inception, the goal of the program was to meet a significant need of the participants that was not being filled by existing services. As a result, rather than viewing ourselves as defining the purpose of the group, we have attempted to build a flexible, organic, evolving model, which is responsive to the participant's needs. In doing this, our understanding of the lives and challenges facing the women probationers has grown immensely. Our definition of appropriate, helpful and attainable goals has changed as well. At the outset, we believed, as we continue to believe, that their life histories of repetitive trauma have significantly influenced the development of criminal behavior in our women probationers. These experiences continue to influence their behaviors and keep them from achieving their goals. This is repeatedly supported by research the fields of both criminal justice and psychology. Because we continually solicit feedback from the participants we have come to understand that their needs are more complex and extensive than we had initially anticipated. Throughout the history of this program, the participants have, without exception, indicated that the educational information provided by the group is extremely helpful and the support provided by the group is extraordinary. As this program progressed, it became clear that these women probationers shared more than traumatic personal histories. They also had significant needs for safety, education, employment, housing, food, medical care, psychiatric care and child care. Unable to address these basic needs, there is no hope for the participants to respond to the program by continuing on with long-term trauma treatment as we had expected them to do. The lack of these basic resources also prevents the women probationers from successfully completing their probationary terms. Given these parameters, the focus of the program has expanded to better encompass the needs of the women. While the basic curriculum remains intact, the number of sessions has been increased from 8 to 10 sessions. This allows extra time for community speakers to come into the group to present information on available resources for housing, jobs, education, medical care, domestic violence safety and whatever issues are most pressing for the particular group. In 2007, the weekly feedback form was expanded to allow for more immediate and individualized responses to the participant's needs. In addition to the group form, an individual form is now given to each

participant every week. The participant is asked for specific contact information and can expect an immediate response if she is in need of assistance or a referral for a particular service. In addition, the Psychological Services Division's group and individual therapist, Shaakira Ford, has begun to offer a parenting group, which also assists probationers with needs in this area. Responses from the participants indicate that the information and support they receive from the group has a stabilizing effect which then allows them to achieve stabilization in other areas of their life. This stabilization provides a base from which they may choose to approach long-term trauma treatment in the future. However, if they do not choose to do so, they have, in any case, achieved a significant improvement in the quality of life for themselves and their families.

Given the original grant's expiration on September 30, 2007, Probation has attempted to look at other funding sources but there is much debate on the best approaches to use with women around the issues of trauma. Many available programs have not been endorsed. Psychological Services and Probation have investigated the "Moving On" cognitive curriculum through the National Institute of Corrections. Initially, this program appeared to be prohibitively expensive and did not appear to be a viable option. Fortunately, training became available and the Moving On program has been successfully initiated. Two probation officers were trained to facilitate Moving On groups and six women successfully completed the Moving On program. From that humble beginning, our Moving On program has grown to include 8 probation officers who facilitate the program and 19 probationers who have graduated from the program. At the same time, we recognize that Moving On is not a substitute for specific trauma education provided by therapists. Currently, Moving On appears to be an excellent second-stage group for severely traumatized women. Probation has discussed this issue with the Administrative Office of Illinois Courts and they are considering funding solutions during this period of "Evidence Based Practices". Probation investigating other approaches, devise with the current facilitators other strategies to assist women experiencing trauma and collaborate with other gender specific programs that are also facilitating groups on trauma. Finally, Psychological Services, and Probation will add the educational information on trauma to our current Women's Cognitive Group to facilitate the "What Works" approach when the grant expires.

During 2006, the Women's Specialized Services Group was fortunate to be the focus of a study funded by the Illinois Justice Authority and conducted by Loretta J. Stalans, Ph.D., Magnus Seng, Ph.D and Arthur Lurigio, Ph.D. of Loyola University. The outcome of this study was encouraging. They found that women in the program, when compared to a matched control group, were more likely to complete substance abuse treatment. Women in the program were significantly more likely to participate in mental health treatment and they were more likely to improve their employment status. Dr. Stalans also noted the likelihood that the program had a "stabilizing influence" on the participants. However, approximately one half of the women who had completed the program had not finished their probationary terms. Because of this, key outcome data on recidivism was not available. As a result, Dr. Stalans proposed a longer term impact study which was funded and is currently being implemented. The purpose of this study is

to further examine outcomes of the program and to examine recidivism which will now be more feasible since approximately 87% of the clients who participated in the original study will have completed probation. In addition it should be noted that we believe that the program is successful in terms of less tangible, more difficult to measure, but very significant achievements.

However, we are aware that we cannot measure each woman who leaves an abusive relationship or does not enter into one. We cannot count the times a participant decides not to allow her children to watch inappropriate material on television because of information she learned in class. We do not know when one of our graduates recalls a "warning signal" and decides to stay with friends rather than leave a gathering with an unsafe companion. These are victories nonetheless. Given our commitment to Evidence Based Practices, however, we continue to gather statistics to determine if we have a solid basis with which to request local funding.

In 2007 a new RFP was issued in response to the reformulated structure of the group and the changing needs of the clients and the service providers. A new service provider, Nicasa, a long time provider of chemical dependency treatment and of specialized treatment services for women in the community proposed a flexible and community services oriented program. The RFP was signed on February 21, 2007. Nicasa remains the service provider to date.

III. STATEMENT OF PROBLEM

Currently there are 933 women on probation in Lake County. Many women offenders have a triage of issues involving safe housing, substance abuse, caretaker of their children, mental health and abuse.

According to the National Institute of Correction's report, Gender Responsive Strategies, Research, Practice and Guiding Principles for Women Offenders, "Women face circumstances that tend to be specific to their gender such as sexual abuse, sexual assaults, and domestic abuse" (Bloom & Owens 2002).

Psychological Services in the 19th Judicial Circuit has assisted probation officers in assessments for women offenders to identify problem areas, provided diagnostic testing, and assisted in intervention and referral procedures.

It is our perception from this experience and offenders' self-reporting of their trauma, that a large percentage of women who are on probation in Lake County are survivors of sexual and physical abuse or suffer other significant traumas. This perception is supported by data collected by the Bureau of Justice Statistics (1999) "that 44% of women under correctional authority reported that they were physically or sexually assaulted during their lives. 69% of women reported an assault that occurred before age eighteen." It should also be noted that a more recent study conducted by the Bureau of Justice Statistics found that up to 75% of women in local jails have symptoms of

mental illness and 75% of these possibly mentally ill were also substance abusers (James & Glaze 2006). A majority of these women have had little or no access to services prior to entering the criminal justice system.

Most women offenders are nonviolent and their crimes are typically less threatening to community safety than men. Of the 1,070 women on probation in Lake County, the most common offenses are theft, traffic offenses, Driving Under the Influence, and drug cases. This follows the common theme from the National Institute of Corrections (Bloom, Owens, Covington June, 2003) that women's most common pathways to crime involve survival efforts that result from abuse, poverty, and substance abuse. Further, it appears that for many female offenders, their relationships with family members and significant others are their initial pathways to criminal involvement and substance involvement (Bloom et al., supra at 79). This leaves them with few or no resources in the community to assist them.

It is crucial for probation officers to understand the unique characteristics of the female offender population in order to recognize signs and symptoms of abuse and appropriate gender specific referrals to treatment. Since much of the research, theory, and programming for women offenders have been gathered by the National Institute of Corrections within the last ten years, the entire Probation Department should be trained

on gender specific treatment casework strategies specifically focused on trauma and abuse. This training took place on July 15, 2004 and when officers referred their clients to this program they learned more clinical ways of working with their clients.

In 2001, Lake County Probation began cognitive behavioral "Thinking for a Change" groups on high risk offenders developed by the National Institute of Corrections that focuses on the offender's behavior, feelings, and interpersonal skills while providing problem solving and social skills interventions, in order to restructure decision making processes. This program is held mainly at the Probation Department and has been successful in looking at other alternatives for high-risk cases. Offenders are interested in exploring solutions to their faulty decision-making on an outpatient basis. The Women's Thinking For a Change group that is held at the Probation Department has shown the magnitude of the problems that women probationers are experiencing and the need for further gender-responsive linkages to trauma treatment. In May, 2005 a seasoned probation officer volunteered to supervise a gender specific caseload to determine the methods and approaches of service delivery to multi problem women and their children on probation. Subsequently a second officer volunteered to take on a gender-specific caseload. In 2008, a third officer was added to the gender-specific programming.

Frequent referrals have been made to community agencies specializing in the treatment of traumatized women, but when this treatment was not ordered our probationers frequently did not follow through with recommendations. Other reasons have been problems with agency intake procedures, probationers' lack of motivation, lack of understanding by offenders that they need

this treatment, and offenders' focus on fulfilling other requirements of the court orders within their probationary periods. Also, trauma groups in existing women's services in substance abuse programs [NICASA's Women's Services, Lake County Women's Residential Services, Haven, Samaritan House], abuse shelters [Safe Place], and other public assistance centers provide services to clients while they are in their program but offenders lose this treatment continuity when they are released.

The lack of trauma treatment was highly problematic for many reasons. In 2007, 153 women were revoked for technical violations, new arrests or had their probation unsuccessfully terminated or had warrants issued. Many of these women had no treatment following their abuse episodes nor do they have any understanding of the impact these occurrences have had on their lives. This lack of trauma treatment is likely to contribute to their relapse in substance abuse programs or failure on probation. Lack of appropriate trauma treatment also places women in unsafe relationships and severely affects their children's lives and continues the cycle of violence.

In addition, traumatized women probationers are frequently in need of other types of treatment, such as substance abuse treatment, mental health treatment, anger management treatment and parenting. It has been our observation that when placed in mixed gender groups for substance abuse treatment, these traumatized women are quickly identified by fellow male clients as vulnerable targets for inappropriate relationships. Because of their vulnerabilities, they tend to engage in relationships which are generally not mutually supportive and do not lead to sobriety. These relationships are not sanctioned by the treatment groups or by self-help groups but continue to occur. Because of this, we prefer to place traumatized women in gender-specific chemical dependency treatment. Other needed linkages with treatment are similarly complex due to the women's difficulty with transportation, organization, dangerous relationships, prioritization and problem solving. Due to the complexity of women's issues, and past problems of referral linkages we continue to investigate and institute programming that is more likely to ensure better outcomes for women offenders and their children through training and better linkage alternatives.

IV. GOALS, OBJECTIVES and PERFORMANCE INDICATORS

The mission of the Circuit Court of Lake County is to serve the public and this is accomplished by providing a fair and responsive system of justice to lead Lake County in the 21st century. Part of the mission of the Adult Probation Department is to maximize the permanent rehabilitation of offenders. The mission of Psychological Services is the commitment to provide ongoing education to the Adult Court Services staff regarding psychological, rehabilitation, and other resource issues.

It is our aim to provide the necessary resources by a psycho-educational trauma group for women offenders who are survivors of sexual and physical abuse or other significant trauma in their lives.

Given that it is statistically likely that 70 to 90 % of the women currently on probation have been the victims of significant trauma, it is likely that a high proportion of these women in need of assistance have not been identified. Research from the National Institute of Corrections indicates that this estimate of the number women that are likely to have been victims of trauma may actually be an underestimate due to the issues of trauma being under-reported.

Goal 1: To provide a psycho- educational group for probationers.

Objectives:

1. To provide 2 groups of 15 women each in a 12 month period.
Performance Indicator: number of groups, number of probationers attending.

Goal 2: The psycho-educational group will provide the group participants with information on the causes, effects, and treatment of trauma in their lives and the treatments available to them.

Objectives:

- 1 100% of the probationers will identify having posttraumatic symptoms through their responses on the Trauma Symptom Inventory (TSI), administered at the end of the 7th session. *Performance indicator: Number of Trauma Symptom Inventories completed.*
- 2 100% of the probationers completing the group will request referrals for further treatment. *Performance indicator: Number of referrals for services.*

Goal 3: The Probation Services Department will monitor the successful linkage of these probationers with existing community services.

Objectives:

1. All group members will be surveyed after completing the group. *Performance indicator: The number of probationers in the group. The number of probationers surveyed.*
2. 25 percent of all group members completing the group will still be in treatment after 2 months. *Performance indicator: The number of probationers in the group. The number of probationers still in treatment.*
- 3 All group members will be surveyed at the completion of their probation. *Performance indicator: number of probationers in continued treatment, number of probationers completing treatment.*

V. PROGRAM STRATEGY

Training previously approved in this grant will now be eliminated and monies previously allocated for training will now be allocated for client treatment. The group itself will be extended to ten weeks long. This extension will allow time for processing of information needed by the traumatized women who have had difficulty with some topics in the previous shorter group format. It is hoped that by increasing the length of the group, linkages will be better facilitated as well by allowing more time for planning for these linkages. This psycho-educational group will have no more than 15 participants led by 2 professional therapists. It is hoped that this reduction in the number of participants will also facilitate the level of information processing, reduce absenteeism, and improve the linkages. Each weekly session will be 2 hours in duration. Two groups will be offered per year. Participants will be given education on the effects and symptoms of trauma, coping strategies, relationships, safety and recognizing the need for treatment and treatment options. An educational segment focusing on discussing all aspects of trauma, safety plans and providing safety for their children will be added to the curriculum in response to needs identified by the 2004-2005 group participants. Time will also be available to address all other areas of concern raised by the probationers depending on the make-up of the particular group. In the past, current issues, such as stalking, kidnapping, and emotional blackmail, which were not initially specifically addressed in the curriculum needed to be addressed in response to the immediate needs of the participants as well as the expected issues of domestic violence, sexual abuse and environmental violence. In addition to pre and post-tests for the group members, each group member will take the Trauma Symptom Inventory (TSI) mid-group to assist in appropriately making individualized referral recommendations for mental health treatment specific to trauma care. The results of this testing will be shared with each probationer individually during the group session following the testing. A final group satisfaction

survey will also be administered and will include the opportunity for both anonymous feedback and will allow the probationers to request more information about specific services. Group leaders will work closely with liaison staff from Adult Probation, Psychological Services, and the participant's probation officer to insure that each group member receives appropriate treatment referral and linkage services.

At the end of each group, each probationer will be asked if they would like a referral for further services. At the same time, each probationer will receive a recommendation regarding their need for further services based on their TSI score and consultation with the group leaders, probation officers and liaison staff. Linkage information will be provided to the participants at that time, should they wish to pursue these treatment recommendations. These contacts will consist of crisis intervention assistance, more immediate referral processing and examination of the referrals and interventions to resolve problems with child care, transportation, housing, and other concerns which may prevent the participant from following through with treatment recommendations. All treatment recommendations will be for available community resources that provide treatment to the participants at no cost or very low cost. Group participants' recommendations will also be given to their probation officers to follow up with as a means of reinforcing the message of concern and support for treatment.

All group participants will be monitored to determine if they complete treatment in existing community treatment programs. Those who complete treatment will be compared to women who do not participate in the group and to those group members who refuse further services to determine if treatment has improved their rate of successful completion of probation. It is our belief that traumatized women who receive greater levels of therapeutic support are more likely to successfully navigate the probation system and may be less likely to return to the system in the future.

VI. IMPLEMENTATION SCHEDULE

Task #1

Probation Officers will search their caseloads and Psychological Services will make recommendations on their assessments for appropriate women offenders for the trauma educational group and a referral will be supplied.

Date Begun
October 1, 2008

Date Completed
January 5, 2009

Personnel Responsible
Probation Officers
Assistant Directors
Psychological Services

Task #2

Probation and Psychological Services will meet with participants in a pre-orientation group to discuss program rules, sign releases and answer questions, and concerns.

Date Begun

One week after the participants are referred by their probation officer

Date Completed

One week after the participants are referred by their probation officer.

Personnel Responsible

Mary Figeas, Kathy Grzanich

Task #3

Probation and Psychological Services will meet with the Contracted Facilitators to discuss the referrals and identify any issues or problem areas that may arise for the psycho-educational group of women offenders.

Date Begun
January 5, 2009

Date Completed
January 15, 2009

Personnel Responsible
Mary Figeas, Kathy Grzanich
Contracted Facilitators

Task #4

Session 1 of the Psycho-Educational Group

Format

- Introduction of Contracted Facilitators by Probation & Psychological Services.
- Session 1 Topic: Create a Safe Environment and trauma services in Lake County are presented.
- Rules of Program, Group Goals, objectives, and confidentiality.
- Methodologies of pre and post testing questionnaires, and the Trauma Symptom Inventory tests are discussed.
- Evaluation of session #1 will be completed by participants

Date Begun

One month after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One month after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #5

Session 2 of the Psycho-Educational Group

Format

- Session 2 Topic: The Language of Trauma is presented.
- Evaluation of session #2 will be completed by participants

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #6

Session 3 of the Psycho-Educational Group

Format

- Session 3 Topic: Reconnecting With Self and the Connection between the effects of Trauma and Current problematic Areas are presented.
- Evaluation of session #3 will be completed by participants

Date Begun

One week after last meeting with Service Provider, Probation and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #7

Session 4 of the Psycho-Educational Group

Format

- Session 4 Topic: Personal Safety and Understanding Personal Safety Needs in Relationships, environments, and the Community are presented.
- Evaluation of session #4 will be completed by participants

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #8

Session 5 of the Psycho-Educational Group

Format

- Session 5 Topic: Sharing and Honoring Your Feelings are presented.
- Evaluation of session #5 will be completed by participants
- Psychological Services will discuss with participants about the Trauma Symptom Inventory test to be administered today.

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #9

Session 6 of the Psycho-Educational Group

Format

- Session 6 Topic: Celebrating Now and Recognizing the Changes in Knowledge, Skills, Behaviors, Attitudes, Thoughts, and Feelings associated with Trauma are presented.
- Evaluation of session #6 will be completed by participants

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #10

Session 7 of the Psycho-Educational Group

Format

- Session 7 Topic: The Journey Continues and How trauma has impacted the participant is presented.
- Evaluations of session #7 will be completed by participants
- Psychological Services will administer the Trauma Symptom Inventory test to the participants

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #11

Session 8 of the Psycho-Educational Group

Format

- Session 8 Topic: Reaching Our For Help and Understanding the importance of Self-Care is presented.
- Evaluations of session #8 will be completed by participants
- Psychological Services will administer the Trauma Symptom Inventory test to the participants

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #12

Session 9 of the Psycho-Educational Group

Format

- Session 9 Topic: Looking Forward and Reconnecting with Community, Family, and Personal Support is presented.
- Evaluations of session #9 will be completed by participants.

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #13

- Psychological Services and Adult Probation will meet with Contract Facilitators about referral recommendations and community support services for the group participants for next week's final educational group.
- Referral paperwork will be completed for participants

Date Begun

Within 4 days after meeting with Service Provider, Probation, and Psychological Services

Date Completed

Within 4 days after meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators, Lake County Adult Probation Officers

Task #14

Session 10 of the Psycho-Educational Group

Format

- Group Facilitators will meet with the participants to explain recommendations for ongoing treatment.

- Psychological Services will meet with participants to provide feedback on Trauma Symptom Inventory
- Overall program evaluations will be completed by participants
- Final Group Session: Session 10 Topic: From Wordless to Words -Process ending of Group and associated Issues of Loss and Grief is discussed. - Closure activities and certificates are presented.

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #15

Probation and Psychological Services will meet with the Contracted Facilitators to discuss issues from the previous group, review positive and negative aspects of participant's evaluation of the program and devise better practices for the next group. The next start date of the educational group will be formulated.

Date Begun

One week after last meeting with Service Provider, Probation, and Psychological Services

Date Completed

One week after last meeting with Service Provider, Probation, and Psychological Services

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #16

Probation and Psychological Services will contact the assigned Probation Officer as well as the participants to ensure referral linkages are made to community programs.

Date Begun

One month after the end of the last educational group

Date Completed

One month after the end of the last educational group

Personnel Responsible

Mary Figeas, Kathy Grzanich

Task #17

Program referrals by Probation Officers and Psychological Services as outlined in **Task #1** will commence for the next psycho-education group.

Date Begun

Ongoing

Date Completed

Ongoing

Personnel Responsible

Probation Officers, Assistant Directors, Psychological Services

Task #18

Probation and Psychological Services will meet with participants in a pre-orientation group as outlined in **Task #2**.

Date Begun

Ongoing

Date Completed

Ongoing

Personnel Responsible

Mary Figeas, Kathy Grzanich

Task #19

Probation and Psychological Services will meet with the Contracted Facilitators Counselors to discuss the referrals and identify any issues or problem areas that may arise for the educational group of women offenders as outlined in **Task # 3**.

Date Begun

One month from the completion of the last educational group

Date Completed

One month from the completion of the last educational group

Personnel Responsible

Mary Figeas, Kathy Grzanich, Contracted Facilitators

Task #20

Probation and Psychological Services will track statistics and complete required data reports as required by the granting agent.

Date Begun

October 1, 2008

Date Completed

Ongoing

Personnel Responsible

Mary Figeas, Kathy Grzanich

Task #21

The Grants Unit will complete the fiscal reporting as required by the granting agent.

Date Begun

October 1, 2008 on a quarterly basis

Date Completed

Ongoing throughout the grant period

Personnel Responsible

Marci Jumisko, Budget & Finance Manager

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: Lake County/Administrative Office of the 19th Judicial Circuit
Agreement #: 405207

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Justice Assistance Grant (JAG) (FFY05)	\$20,000
	Subtotal:	\$20,000
Match:	Lake County/Administrative Office of the 19th Judicial Circuit	\$6,667
	Subtotal:	\$6,667
Over Match:	Lake County/Administrative Office of the 19th Judicial Circuit	\$0
	Subtotal:	\$0
	GRAND TOTAL	\$26,667

Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
Trauma Symptom Inventory (TSI) tests	\$ 267.00	1	\$ 200.00	\$ 67.00	\$ 267.00
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ 267.00

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

Trauma Symptom Inventory (TSI) is a 100-item clinically-normed and validated test that will be used to evaluate posttraumatic stress in the female probationers. It is anticipated that additional testing materials will cost up to \$267 during the proposed grant period.

TRAVEL	Cost/Mile	#.of Miles/mo	#.of Months	Federal Amount	Match Contribution	Total Cost
Not applicable	\$ -			\$ -	\$ -	\$ -
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	#.of people	#.of days	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

* State rate is calculated at \$.48.5/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

Not applicable

Budget & Budget Narrative

Lake County/Administrative Office of the 19th Judicial Circuit

Agreement#

405207

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Provider of Psycho-educational groups	\$ 5,280.00			5 months	\$ 19,800.00	\$ 6,600.00	\$ 26,400.00
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 19,800.00	\$ 6,600.00	\$ 26,400.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

We will work with a service provider to offer two 10-week psycho-educational groups to up to 33 women offenders. The target group size is 15 participants per group, but the groups may start with a larger number of participants. The groups will continue to increase the awareness of posttraumatic stress and provide support to adult females on probation. Pricing based on current costs with our current vendor is as follows: psycho-educational groups at \$80/participant/2-hour session x 10-week duration x 33 participants = \$26,400.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ 200.00	\$ 67.00	\$ 267.00
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 19,800.00	\$ 6,600.00	\$ 26,400.00
TOTAL COST	\$ 20,000.00	\$ 6,667.00	\$ 26,667.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement #

405207

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	0.00
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

**Lake County/Administrative Office of the Nineteenth Judicial Circuit
Community-Based Transitional Services for Female Offenders
AGREEMENT #405207**

EXHIBIT B: BUDGET NARRATIVE

Personnel:

N/A

Equipment:

N/A

Commodities:

Trauma Symptom Inventory (TSI) is a 100-item clinically-normed and validated test that will be used to evaluate posttraumatic stress in the female probationers. It is anticipated that additional testing materials will cost up to \$267 during the proposed grant period.

Total Commodities Costs \$267.00.

Contractual:

We will work with a service provider to offer two 10-week psycho-educational groups to up to 33 women offenders. The target group size is 15 participants per group, but the groups may start with a larger number of participants. The groups will continue to increase the awareness of posttraumatic stress and provide support to adult females on probation. Pricing based on current costs with our current vendor is as follows: psycho-educational groups at \$80/participant/2-hour session x 10-week duration x 33 participants = \$26,400.

Total Contractual Costs: \$26,400.

Travel:

N/A

Other Costs:

N/A

Please note that all expenses will be split per the required match, with 75% of costs paid with federal funds and 25% paid from local funds.