

AGREEMENT FOR A JAIL HIGH UTILIZER DIVERSION AND HEALTH ENGAGEMENT PROJECT

This Agreement is entered into by and between the County of Lake, Illinois (hereinafter the "County"), the LAKE COUNTY SHERIFF'S OFFICE (hereinafter the "Sheriff's Office") and NICASA BEHAVIORAL HEALTH SERVICES, 31979 North Fish Lake Road, Round Lake, Illinois 60073 (hereinafter the "Provider").

RECITALS

WHEREAS, the County and Sheriff's Office has sought an entity to provide intense culturally sensitive Jail Diversion Case Management services; and

WHEREAS, the Provider has the professional expertise and credentials to provide these services and has agreed to assume responsibility for this Agreement; and

WHEREAS, the Purchasing Agent has convened an ad hoc review group that approved a bid exemption based on a long-standing working relationship with Provider for professional services; and

NOW, therefore, the County and the Provider agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Documents listed below together constitute the entire agreement between the County, the Sheriff's Office and the Provider and are as follows:

- A. This Agreement and all its terms and conditions;
- B. The Healthcare Foundation of Northern Lake County Grant Acceptance letter dated May 21, 2018, as noted within as Exhibit A;
- C. Scope of Work with Provider as stated in Exhibit B – Application for Healthcare Foundation of Northern Lake County;
- D. Cost of work stated on the Nicasa Behavioral Health Services Budget Framework as stated in Exhibit C; and
- E. Business Associate Agreement as stated in Exhibit D.

In the event of conflict between or among the above Documents, the Documents listed above are in order of precedence.

SECTION 2. SCOPE OF WORK

The scope of work is stated within the Narrative section of the Application for Healthcare Foundation of Northern Lake County - Exhibit B and the Nicasa Behavioral Health Services Budget Framework as stated in Exhibit C.

SECTION 3. RESPONSIBILITIES

A. The Sheriff's Office:

1. Will review the high utilizers in the correction facility to determine if they meet the criteria (women, low-income people and communities of color, serious mental illness, and individuals who identify as LGBTQ) for intensive culturally sensitive case management services by Provider and complete the Lake County Jail – Re-Entry Case Management Program form and Jail Diversion High Utilizer Scale.
2. Will approach qualified high utilizers, discuss, and determine if the utilizer and their family would be willing to become a participant in intense case management upon incarceration release with the goal of not recidivating.
3. Will provide a signed participation consent form if the high utilizer agrees to participate in the program.
4. Will provide, through its Jail Re-Entry staff, a “warm” handoff/referral to Provider by introducing the high utilizer, and if requested the high utilizer’s family/support, to the Provider Case Manager.
5. Will complete the Pre-Release Activities, applicable Outputs and report to the Healthcare Foundation of Northern Lake County.
6. Will meet with the Provider in the first 7 days of the month that each quarterly and final report is due and together complete the Healthcare Foundation of Northern Lake County Reports.
7. Will submit timely each Healthcare Foundation of Northern Lake County Report.
8. Will participate in data sharing and execute a Jail Diversion Case Management Data-Sharing and Usage Agreement, Business Associate Agreement and Acknowledgement and HIPAA/HITECH Agreement Attachment D.,
9. Will pay Provider in monthly installments for the intense case management work that is completed with high utilizers in the total amount that will not exceed \$100,000.00.
10. Will not make monthly installment payments unless all monthly reporting requirements have been completed.

B. The Provider:

1. Will provide culturally sensitive intensive case management services to the high utilizers and their families.
2. Will provide a signed participation consent form if the high utilizer agrees to participate in the program.
3. Will provide intensive case management which includes, but is not limited to, evaluations, housing linkage through coordinated entry (Service Point), employment readiness and placement, substance use peer recovery and recovery programs, basic needs such as food and clothing, assistance with obtaining birth certificate or state identification, linkage to acquire a cell phone, parent education and support classes, mental health, and health services and support, etc.

4. Will track and provide intensive case management services offered, referred, and provided for each high utilizer, family/support, jointly report de-identified data for program status update, management, improvement, reporting, and evaluation as described in the Lake County Jail Diversion Case Management Program (JDCMP) Logic Model.
5. Will participate in data sharing and execute a Jail Diversion Case Management Data-Sharing and Usage Agreement, Business Associate Agreement and Acknowledgement and HIPAA/HITECH Agreement Exhibit D.
6. Will provide to the Sheriff's Office and the Healthcare Foundation of Northern Lake County the de-identified data and timely complete the Innovation Fund Jail Diversion Case Management reports.
7. Will report to the Sheriff's Office within 7 days any issues that could impact compliance or completion of the Jail Diversion Case Management program.

SECTION 4. DURATION

This Agreement shall commence on May 21, 2018 and shall remain in effect for an initial one (1) year period, the County and the Sheriff's Office reserves the right to extend this contract for two (2) additional, one (1) year periods, subject to acceptable performance by the Provider. At the end of any contract term, the County reserves the right to extend this contract for a period of up to sixty (60) days for getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds.

SECTION 5. PRICING

The County will pay to the Provider an amount not to exceed the annual amount of \$100,000.00 based on the cost breakdown identified in Exhibit C.

SECTION 6. PURCHASE ORDER, INVOICES AND PAYMENTS

A Purchase Order will be issued for the work covered by this Agreement and will be on all invoices. Provider's invoices shall include date that the quarterly grant reporting documentation was submitted to the Sheriff's Office, with a copy of said reporting documentation physically attached to the invoice, with an electronic copy of the documentation submitted to the Sheriff's Office Business Manager at the e-mail listed below. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act". Invoices shall be submitted by the 15th of the first month of the next quarter.

Invoices shall be submitted to:

Lake County Sheriff's Office
Attention: Business Manager, Dawn Wucki-Rossbach
25 S. Martin Luther King Jr. Ave.
Waukegan, Illinois 60085
dwuckirossbach@lakecountyil.gov

SECTION 7. INDEMNIFICATION

The Provider agrees to indemnify, save harmless and defend the County and Sheriff's Office, their agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the County or Sheriff's Office, their agents, servants, or employees or any other person indemnified hereafter.

SECTION 8. INSURANCE

The Provider must obtain, for the Agreement term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for a project that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Provider's employees, with limits listed below:

Employers Liability:

- A. Each Accident \$1,000,000
- B. Disease-Policy Limit \$1,000,000
- C. Disease-Each Employee \$1,000,000

Such insurance shall contain a waiver of subrogation in favor of the County.

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Provider's projects away from premises owned or rented to Provider.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Provider's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Professional Liability - Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first and third-party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Excess/ Umbrella Liability

The Provider's Excess/Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (minimum, and may be higher depending on the project)

Liability Insurance Conditions

Provider agrees that with respect to the above required insurance:

- A. The COL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- B. The Provider's insurance shall be primary in the event of a claim.
- C. Provider agrees that with respect to the above required insurance, the County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- D. The County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

Said Notices and Certificates of Insurance shall be provided to:

Lake County Purchasing
Division
18 N. County 9th
Floor Waukegan,
Illinois 60085

Attn: RuthAnne Hall, Lake County Purchasing Agent

Failure to Comply: In the event the Provider fails to obtain or maintain any insurance coverage required under this Agreement, the County may purchase such insurance coverage and charge the expense to the Provider.

SECTION 9. INDEPENDENT CONTRACTOR

The Provider shall, at all times, be deemed to be an independent contractor and shall not be deemed to be an employee or agent of the County or the Sheriff's Office.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12 SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Nineteenth Judicial Circuit Court, State of Illinois.

SECTION 14. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This is a personal services/professional services agreement. Except as otherwise provided herein, this Agreement shall not be assigned, altered or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

SECTION 15. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice. In case of such termination, the Provider shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this Agreement. In the event that this Agreement is terminated due to Provider's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Provider with any or all losses incurred, including attorney's fees and expenses.

SECTION 16. EQUAL OPPORTUNITY

The Provider will comply with all state and federal statutes and regulations ensuring equal opportunities for persons in any class protected by law, including but not limited to the federal Civil Rights Act of 1964 as amended, and the Illinois Human Rights Act as amended.

The Provider will accept referrals from the County and Sheriff's Office and will under no circumstances reject an otherwise qualified client because of his or her disability, gender, racial or ethnic background or any other legally protected characteristic.

The Provider will comply with Title III of the Americans with Disabilities Act of 1990 as amended by ensuring that qualified individuals with disabilities are not denied the benefits of Provider's services on the basis of the disability. The Provider will provide appropriate auxiliary aids and services, including qualified interpreters, when necessary to ensure effective communication with a disabled client.

Any evidence of discrimination will result in immediate termination of this Agreement.

Nothing in this equal opportunity provision will be construed to create an agency or employment relationship between the Provider and the County or Sheriff's Office.

WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated

LAKE COUNTY:

Date: _____

LAKE COUNTY SHERIFF'S OFFICE

Mark C. Curran, Jr.
Lake County Sheriff

Date: _____

PROVIDER:

Bruce Johnson
Executive Director, Nicasa

Date: _____

EXHIBIT A



Healthcare Foundation of Northern Lake County
114 S. Genesee St., Suite 505, Waukegan, Illinois 60085
847.377.0625 | hfnlhc.org

May 21, 2018

The Honorable Mark Curran
Sheriff of Lake County
Lake County Sheriff's Office
25 S. Martin Luther King Drive
Waukegan, IL 60085

Dear Sheriff Curran,

We are pleased to provide formal notification that the Board of Directors of the Healthcare Foundation of Northern Lake County, meeting on Monday, May 21, 2018 approved a grant of \$100,000 to Lake County Sheriff's Office for the Jail High Utilizer Diversion and Health Engagement Project.

This grant is made in response to your proposal of February 1, 2018 and its accompanying budget and addenda. The grant funds may be used only for the purpose stated above and only in accordance with the approved proposal budget. It is understood that no substantial variances to the program structure or to the approved budget, including the timing of expenditures, will be made without the Foundation's prior approval in writing. The Foundation also should be notified as soon as possible about any major changes in program staff, including transitions in senior management at the organization.

The grant funds are to be used to support the purposes of the grant during the twelve-month period beginning Monday, May 21, 2018. The grant expires at the end of that twelve month period. Any grant funds not expended or committed for the purposes of the grant within that period will be returned to the Foundation. Requests for an extension to the grant period should be made in writing and may be approved within the Foundation's sole discretion. It also should be understood that there is no commitment for any subsequent grant to this project.

Foundation grant funds may not be used by your organization to carry on propaganda, or otherwise to attempt to influence any legislation, within the meaning of section 4945 of the Internal Revenue code of 1986 and the Treasury Regulations thereunder.

The Foundation's grant funds may not be used for any religious purpose, including proselytizing, education and worship. The activities supported by this grant may not require participants to engage in religious activities, such as prayer, study of sacred texts and worship, may not express a preference for or bias against participants of any or no faith tradition, and may not limit participation to only those participants who are affiliated with your organization's faith traditions.

The Foundation requires interim and final reports on activities and expenditures covered by this grant (see enclosure). An interim progress report is due November 21, 2018, six months after the grant is awarded. At the end of the grant period or after the grant funds have been expended in full, whichever is sooner, the Foundation requires a final report.

By countersigning this letter, Lake County Sheriff's Office confirms (i) that it has been determined by the Internal Revenue Service to be an organization described in section 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Internal Revenue Code of 1986 (ii) that is not a private foundation as described in section 509(a) of the Code, and (iii) that these determinations have not been revoked or modified and continues in full force and effect. By countersigning this letter, Lake County Sheriff's Office also confirms that it is not a non-functionally integrated Type III supporting organization described in sections 509(a)(3) and 4942(g)(4)(A)(i) of the Code.

If the determination is revoked or modified, please notify the Foundation immediately. No payment hereunder shall be required to be made at any time after your organization ceases to be an organization described in section 501(c)(3), 170(c)(1) or 511(a)(2)(B) that is not a private foundation, or any time your organization is a non-functionally integrated Type III supporting organization described in sections 509(a)(3) and 4942(g)(4)(A)(i) of the Code.

Grant payments will be sent after we receive a copy of this duly countersigned letter. We anticipate paying this grant in four installments in the months of June, September, December 2018 and March 2019. Please note that the third and fourth installments will be sent after we receive and approve the interim progress reports for this grant.

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your agreement to such terms by having a copy of this letter countersigned by an appropriate officer of your organization and returned to the Foundation.

We are very pleased to participate in this project and extend best wishes for its success.

Best regards,

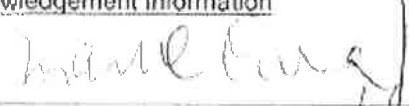
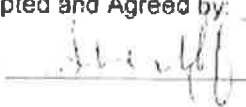


Ernest Vasseur
Executive Director



Mary Dominiak
Board Chair

Enclosure: Grant Reporting Requirements

Acknowledgement Information	
Accepted and Agreed by:	
Title:	
Date:	5/11/18

Dear Grantee,

The grant agreement letter you received can be returned to the Healthcare Foundation of Northern Lake County through our online grants application and management system. In order to do this, you must first sign and scan your letter. Then, log on and access the application status page, click edit to the left of Grant Agreement Form, and follow the instructions to upload your signed letter.

Grant agreements can also be mailed to the Foundation. If you have any questions please contact me at angela.baran@hfnlc.org.

Sincerely,

Angela Baran, MS
Program Officer
Healthcare Foundation of Northern Lake County

Healthcare Foundation of Northern Lake County Grant Reporting Requirements

The Healthcare Foundation of Northern Lake County requires interim progress reports and final reports on all of its grants. Interim progress reports are due six months after a grant is awarded to your organization and must be received and approved by the Foundation before the future payments are made on a grant award. The final reports must be received and approved by the Foundation before any subsequent proposals will be reviewed. Both interim and final reports are submitted through the online grants management system accessible through the Foundation's website. All reports include narrative and financial reports and updates to the outcomes and indicators included in your application.

Narrative Report

The online grants application system provides designated space to enter your narrative report. Narrative reports should describe specifically the progress made toward reaching the goals of the project. General activity reports or summaries contained in annual reports do not fulfill this requirement. Narrative reports should include, but not be limited to, a description of the project, how staff was involved in carrying out the project activities, and the impact it had on project participants. Any changes in the project's implementation as described in the original proposal should be fully discussed, offering insight as to why and how the project was adapted.

Outcomes and Indicators

The online grants application system provides designated space for updates to the outcomes and indicators submitted with your original proposal. Please provide data that demonstrates the results to date for all of the questions.

Financial Reports

The online grants application system provides space to upload a financial report. Financial reports should follow a standard, three-column format. The first column should outline the project budget as it was presented with the proposal. It should contain specific line items for relevant expenses.

The second column should outline the actual project expenditures and should maintain the same format and line item breakdowns as original budget. Together, these columns provide a point of comparison between estimated and actual costs, as well as a context for project activities as described in the narrative reports.

The third column should provide details on how the Healthcare Foundation of Northern Lake County's grant was allocated. Line item breakdowns should be provided. The chart below offers an example of this format. Financial reports should include, when necessary, a fourth column describing how and when the remaining funds will be

expended. The sample financial report below uses an example of this optional fourth column.

Sample Financial Report

Agency X
Project Name—Budget & Financial Report
Date

Expense Description	Estimated Project Budget	Actual Project Expenditures	Foundation Grant Expended	Remaining Grant to be expended by xx/xx/xx
Salaries	\$35,000	\$35,000	\$10,000	\$5,000
Transportation	7,500	8,100	4,000	0
Supplies	<u>1,500</u>	<u>1,375</u>	<u>1,000</u>	<u>0</u>
Total:	\$44,000	\$44,475	\$15,000	\$5,000

Reporting Deadlines and Renewed Requests

Interim progress reports for grants awarded on May 21, 2018 are due November 21, 2018: six months after a grant is awarded to your organization. Final reports must be received and approved by the Foundation before any subsequent proposals will be reviewed. For organizations submitting proposals to be reviewed one year from their last grant, the final reports are due March 21, 2019 and will cover a ten-month period (May 21, 2018 – March 21, 2019) rather than a full twelve months in order to meet the proposal and materials deadline. In such cases, the narrative report should discuss all activities that have occurred in the grant period to date, with a description of the projected activities for the remaining months covered by the grant.

Inquiries should be directed to:

Ms Angela Baran, M.S.
Program Officer
Healthcare Foundation of Northern Lake County
114 South Genesee Street, Suite 505
Waukegan, IL 60085
Email: angela.baran@hfnlc.org
Office: 847-377-0525, Ext. 26

May 21, 2018

Exhibit B
Application Healthcare Foundation of Northern Lake County

Application Form

Project Name*

Name of Project

Jail High Utilizer Diversion and Health Engagement Project

Amount Requested*

Amount Requested

\$100,000.00

Geographic Areas Served*

Please indicate the communities your program serves.

Antioch, North Chicago, Waukegan, Zion, Fox Lake, Grayslake, Lake Villa, Round Lake Area, Wadsworth

Clinical Care Category*

Please Indicate which type of clinical care you are providing.

Case Management

Narrative

Organization history*

Provide a brief history of your organization, including a general statement of its primary functions and goals. Please limit your answer to about 1 page.

The Lake County Sheriff's Office (LCSO) has eight Divisions which include Highway Patrol, Corrections, Court Security, Investigations, Marine Unit, Communications and Records. Our mission is to protect our diverse communities by maintaining order, upholding laws and defending the rights of all people.

The Sheriff's Office has the constitutional and statutory responsibility to enforce federal laws, Illinois State statutes, and County ordinances for unincorporated Lake County and contract communities. The office maintains peace and order arrests offenders, issues traffic citations, service civil process, maintains the Lake County Adult Correctional facility and provides security for the courts.

The Lake County Sheriff's Office, Adult Correctional Division's mission is to maximize community protection, public safety, and victim's rights through the custodial supervision of sentenced individuals and pre-trial

detainees utilizing direct supervision and innovative community-based management principles.

We operate a safe, secure, and fiscally conscious correctional facility with the highest degree of ethics and professionalism. We provide opportunities to detainees for rehabilitation and successful reintegration in the community through partnerships with educational and social service agencies.

We are accredited through the American Correctional Association, Commission on Accreditation for Corrections, and the National Commission on Correctional Health Care and are committed to retaining these accreditations. These accreditations guide our agency's philosophy of maintaining the proper balance between community protection and providing an environment that safeguards the life, health, and safety of staff and inmates.

The LCSO's commitment to address the behavioral health needs of Lake County offenders is demonstrated by the hours and resources they allocate to specialty courts, treatment programs, and other justice-related collaborations over the years. The LCSO was the first justice partner to address the housing of persons with mental health challenges as a priority. In 2013, they convened a mental health committee to commence a community-wide dialogue to increase jail diversion. Some of their first initiatives included: addressing the lack of medication needed by reentry inmates, coordinating with a local pharmacy chain to provide medication vouchers upon release, and implementing the second in-house jail medically assisted treatment (Vivitrol) program in the State of Illinois.

In 2016, the Lake County Sheriff was appointed to serve on the Lake County Mental Health Coalition, a diverse group of community stakeholders including law enforcement, philanthropy, hospitals, criminal justice, behavioral health and social service providers, educational institutions, county board members and a former state senator. The purpose of this high-level coalition is to bridge silos, drive data sharing, and share a public awareness campaign that reduces the stigma of mental illness. The community message will be that mental illness is treatable and recovery is possible.

The LCSO involvement in multiple initiatives and studies compelled it to initiate the Jail High Utilizer Diversion and Health Engagement Project for which this application addresses.

Program description*

Provide a detailed description of the program for which you are requesting funding. Describe the general purpose of the program, its short-term outcomes and expected long-term impact, program activities, a timeline for those activities, program evaluation, and the staff involved with the program.

Please limit your answer to about 3 pages.

Funds are being requested to fund the second year of the LCSO's Jail High

Utilizer Program. This program is the outgrowth of multiple collaborations, workshops, grant-funded projects and studies. In 2014, Nicasa, on behalf of the 19th Judicial Circuit Court, wrote a grant application to establish a Behavioral Health Treatment Court Collaborative (BHTCC) in the county's specialty courts. The application was successful and the 19th Judicial Circuit Court was awarded a four-year grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) to expand and enhance services for participants involved in the criminal justice system. This award included technical assistance from SAMHSA's GAINS (Gather, Assess, Integrate, Network, and Stimulate) Center for Behavioral Health and Justice Transformation.

In April of 2015, the GAINS Center facilitated a workshop on Sequential Intercept Mapping. This all-day workshop illustrated how people with mental illness and co-occurring disorders come in contact with and flow through the criminal justice system. It brought together key Lake County stakeholders from law enforcement, criminal justice, faith-based organizations, behavioral health agencies, peers, and other disciplines. During the workshop, participants identified current behavioral health and social services in the county and discussed potential system-wide changes to improve outcomes for individuals with mental health issues. They identified opportunities and resources that can divert people to treatment rather than incarceration. Partners identified the need to improve the coordination of services to intercept those individuals who have historically entered and re-entered the criminal justice system due to a lack of coordinated service delivery.

In February of 2017, the John D. and Catherine T. MacArthur Foundation announced that the LCSO was one of 20 additional jurisdictions joining the Safety and Justice Challenge, a national \$100 million initiative to reduce over-incarceration by changing the way America thinks about and uses jails. The LCSO was selected to design and test innovative local justice reforms to safely drive down jail usage and reduce racial and ethnic disparities in their local justice systems. Through the MacArthur Foundation's Challenge's Innovation Fund, the LCSO received a one-year grant of \$50,000 and expert technical assistance from the Urban Institute to design and implement its High Utilizer program. The LCSO contracted with Nicasa to provide a .8 FTE (Full Time Equivalent) Intensive Case Manager to provide re-entry services to the target population upon release from jail.

Over the next several months – with the guidance of the Urban Institute – the LCSO, Nicasa, the Lake County State's Attorney's Office, the Public Defender's Office and Adult Probation worked out the processes of the project. These discussions focused on how the project would work, how participants would be identified, how consent would be obtained, and how confidential data would be shared. The Urban Institute was invaluable in helping design a logic model that reflected the outcomes that were of import to the MacArthur Foundation.

The Jail High Utilizer Program uses ServicePoint, the local information technology system to collect, share, and report on client-level data and make referrals. Lake County Community Development (LCCD) worked closely with the team to adapt ServicePoint to the project's needs and identify the shared data that would be entered. LCCD trained LSCO and Nicasa staff in the use of Service Point.

After nine months of planning, the program launched on October, 2017. The LCSO's Jail Re-Entry Specialist, with the help of the Lake County Public Defender, identified potential participants. The MacArthur Foundation was extremely interested in what barriers and obstacles we faced in implementing this process and how we worked to overcome these. It truly became a "learn as you go" experience. The LCSO shared its solutions with MacArthur grantees across the country. One of the barriers that had to be addressed was the fact that once a person is identified as appropriate for the program, how can he or she be effectively engaged to participate and meet with the Intensive Case Manager upon release? The Jail Re-Entry Specialist serves the entire jail population, not just the High Utilizers. To overcome this barrier, the Intensive Case Manager meets with potential participants while they are still incarcerated, establishing a bond, and developing a plan of service to connect them to community healthcare resources. Another obstacle was that release dates can be arbitrary. The Intensive Case Manager has frequently planned to meet with potential participants only to find that they have already been released days before. Just locating potential clients in the community was a time-consuming struggle. The LCSO has now created a system to flag potential participants and notifies the Intensive Case Manager when a release is imminent.

Upon this initial contact, Nicasa's Intensive Case Manager administers a comprehensive needs assessment (Including the need for primary care, dental care, and behavioral health services care), and administers an LSI-R. The LSI-R (Level of Service Inventory-Revised) is a quantitative survey of

offender attributes and their situations relevant to level of supervision and treatment decisions. It predicts release outcomes and likelihood of recidivism. It includes relevant factors needed for making decisions about risk and treatment. On the basis of these assessments an individualized treatment/action plan is developed for each participant.

In addition to meeting with each identified participant, the Intensive Case Manager has met and will continue to meet with community resources throughout Lake County. To date, forty-two potential participants have been identified who are currently in the jail. The Intensive Case Manager has had initial meetings with many of this population. Fourteen high utilizers have been released from jail and been engaged to participate in the program. The Intensive Case Manager is connecting them and their families to navigator services, primary, pharmacological, and dental care, behavioral health services, and other community resources. She has often driven clients to healthcare appointments

It cannot be stressed enough that this is a very problematic population with multiple areas of needs. A "meeting" with one client can last an entire morning or afternoon. Hours are spent arranging or providing transportation to and from medical, dental, pharmacological, and behavioral health care resources. There has to be extensive follow-up on each individual to ensure that the next appointments are kept. None of the fourteen who have been released have successfully cycled out of the program as of yet, so we can only surmise that participants may spend six months or more in the program. While in other settings, a case manager may have a caseload of 25 to 23, the Intensive Case Manager is at maximum capacity with the initial fourteen High Utilizer clients. Between the jail visits and the services required for those who are released, it has been identified that a .75 Peer Recovery Specialist is also needed to facilitate access to health care services for those released into the community.

The goal of the High Utilization program is simple. The LCSO has to give them enough services to keep them from coming back to jail. During this second year which will be funded by HFNLC, the Intensive Case Manager will continue to provide these participants with referrals to medical/dental appointments, behavioral health services, employment and job readiness and housing assistance. She will also ensure that any and all pharmacological vouchers given to them upon their release are filled.

With the help of the 1.0 FTE Intensive Case Manager and the planned addition of a .75 FTE Peer Recovery Specialist, the High Utilizers will have access to required prescription medications and behavioral, dental, and primary health care. It is hoped that this will reduce the strain on Emergency Departments and Urgent Care facilities. The short term outcomes of the project is that participants and their families are able to navigate through the steps necessary to regain self-sufficiency and link with community resources to keep families intact, strengthen personal and family functions, weather inevitable crisis, avoid re-arrest and reincarceration, and improve both mental and physical health.

The long-term impact is that a population that is medically underserved will have improved health status through linkages to community resources including primary care, dental care, and behavioral health care.

Need*

Describe the community need or societal problem that your program addresses using relevant data and current research. Be clear and concise in your definition of the problem, its causes, and symptoms.

Include references for all sources.

Please limit your answer to about 1 page.

Individuals with mental illness and substance abuse disorders are more likely to be incarcerated or otherwise criminally involved (i.e. arrested, on probation, on parole, etc.) than the general population. This has been increasingly true in recent years as community mental health services have decreased. County jails and prisons have become "warehouses" for this population, contributing to poor mental

health outcomes for individuals as criminal justice institutions do not typically have the resources or expertise to provide necessary mental health treatment.

Locally, there were 8,203 bookings into the jail last year. The Lake County Sheriff's office reports, based on screenings given at the time of entry into jail, at any given time, 60% of the inmates either have a substance use disorder (SUD) or are in jail due to substance abuse. Eighteen percent are on psychotropic medication while incarcerated. This figure does not reflect those with undiagnosed mental illnesses that may be missed initially.

This psychotropic medication brought to the fore a major issue. Inmates were being released with only three days of medication. Many returned to the jail when their medication ended and their mental illness, again, took center stage. Three years ago, the LCSO arranged for pharmacology vouchers so that all released inmates could access the medicine they needed. Unfortunately, of the more than 670 inmates released each month from the jail, less than four redeem these vouchers each month.

In 2016, the LCSO identified 100 inmates with the highest number of bookings in the past year. It combined this criminal justice data with that of the LCHD for psychiatric care, Lake County PADS for homeless services, and Nicasa for behavioral health services to identify the number of contacts these 100 men and women had with each agency. Meta data revealed an average of eight bookings within the past 12 months (One young man had 22 bookings during the same time period). Fourteen percent of these offenders were female and 54% were from communities of color. Thirty percent had contact with PADS during this same time period, 39% had contact with the LCHD, and 61% had contact with Nicasa – an additional 22% of this population made appointments with Nicasa but failed to keep the appointment.

Issues of health, housing, and behavioral health services destabilize individuals and families and have a direct result on the recidivism rate among the target population. This Jail Diversion Program is designed to meet the needs of these clients through a coordinated multi-agency approach that will facilitate the individual's return to the community.

Target population*

Provide a demographic description of the population this program serves. Include census or service data as appropriate.

Please limit your answer to about half a page.

The target population of the Jail High Utilizer Program has had three or more bookings into the Lake County Jail in the last year and meet at least one of the following criteria: they are women, low-income, people of color, have a serious mental illness (SMI), and/or identify as LGBTQ. Of the fourteen that have entered the program, to date, nine are women and five are men. Seven have a significant mental illness. Eight have a substance use disorder. All are low income. Five have some post-secondary education. Nine graduated from high school (five with GED). Seven are potentially at significant risk of re-offending according to their LSI-R scores. They are in need of navigational services to register for Medicaid. They have no link for primary care. The majority exhibit very poor dental health and are struggling with behavior health care needs – often stemming from trauma. Of the fourteen in the program, Eight are Caucasian, five are African American, and one is Latino. Their ages range from 24 to 56 with an average age of 33.75 years. This population has been recently released from the Lake County Jail. They have had contact with the Deputy Chief of Corrections and the Jail's Re-entry Specialist who have helped give a warm hand-off to Nicasa staff within the jail setting.

Access to Care*

How does your program improve access to healthcare? Include details that describe how your program mission meets HFNLC's Theory of Change.

Click here to review HFNLC's Theory of Change. Please limit your answer to about half a page.

The LCSO is improving access to care by case managing high utilizers after they have left the jail. Instead of pouring dollars into the criminal justice system, over and over for the same people, the LCSO proposes to continue finding innovative methods to reach out to these men and women with intensive case management service. These people have proven to be the hardest people to help. They have multiple needs and issues. This case manager can address the key barriers to health care access, can ensure they redeem their pharmacological vouchers, access health care navigational services, primary and dental care, and work collaboratively with multiple agencies to holistically address each person's needs. This will result in improved health status of the underserved residents and allow them access to comprehensive and integrated health care. This precisely follows the HFNLC's Theory of Change.

Collaboration*

How does this program work with other organizations' programs to improve client services or outcomes? Please limit your answer to about half a page.

The contractual case manager has met with more than 20 organizations to set the ground work for this project. There have been, and will continue to be, referrals to such agencies as the Zacharias Center for Sexual Assault, the Independence Center, Arden Shore, Nicasa's own mental health, Family Advocacy, and substance abuse programs, Catholic Charities, Waukegan Township's Coalition to Reduce Recidivism, and more. This project seeks to serve the underserved by linking them to resources that were heretofore unknown to them. Using as many collaborative agencies as possible actually shows these high utilizers that there is a different and more supportive world than the one they had perceived.

Sustainability*

What resources are you pursuing to ensure this program is able to operate without service interruptions? Please limit your answer to about half a page.

The LCSO has determined that there are multiple potential avenues for sustainability. The MacArthur Foundation will be sending out a request for proposals for former grantees within eight to ten months. The LCSO has every hope that we have laid the ground work to be a successful applicant. In addition, the cost savings to the County may exceed \$250,000 a year, if these high utilizers are not, once again, in jail. This significant savings to Lake County may prompt the board to support the Jail High Utilizer Project. The LCSO and Nicasa will work collaboratively to ensure that foundation funds and county funds are leveraged to continue this project.

Evaluation

The Healthcare Foundation of Northern Lake County requires that its grantees measure specific indicators in order to evaluate the impact of our grant dollars.

Please refer to the Grantee and Indicator guides for additional information.

Organizational learning*

Provide an example of how you have learned from your work and the changes that resulted in order for the program to implement successful models and strategies used elsewhere; evaluate program effectiveness; demonstrate improved health status of the persons served; leverage limited resources in new ways to gain efficiencies and reduce duplication; or build strategic partnerships and alliances.

The LCSO has built its reputation on its ability to evaluate and react to trends. As more opioid abusers were streaming into our jails, we worked collaboratively with the Lake County Health Department to offer medication assisted treatment, either in the jail or at the Health Department. We were the driving force behind the medication vouchers that, while tragically under used, still show our ability to respond to data. This project, itself, is an example of how the LCSO identifies a problem, find potential funding sources, and lays the ground work for results.

The outcomes documented elsewhere in this proposal will be tracked through ServicePoint and reported to the LCSO on a monthly basis. LCSO will compile these reports into a 6-month and 12-month report for the HFNLC. This data will also be used to modify and adapt the program and its strategies as needed to improve treatment outcomes. In addition to the health outcomes that will be tracked in this project, the re-arrest/revoked rate will be also be tracked at 90, 180, and 365 days of reentry/community supervision. The innovation of the LCSO Innovation project is that it uses a multi-agency approach – intensively coordinated by the Case Manager and the Peer Recovery Specialist – that is based on the needs of each client rather than the capacity of an agency.

Individuals served*

How many individuals did your program serve in the last 12 months?

The Jail has served fourteen clients since October 2017 when the Jail High Utilizer Program started. We continue to add additional clients as we identified them while incarcerated as we have six being released in January 2018.

How many individuals do you anticipate serving during the grant year?*

30

Visits*

How many total client visits will your program provide over the course of the grant year?

The Nicasa Intensive Case Manager & the .75 FTE Peer Recovery Specialist will average 50 visits per month, 600 visits a year.

Health outcomes*

How will an improvement in health status or an increase in healthy behaviors be demonstrated for the population you serve? Include a percentage you aim to achieve.

EXAMPLE: 85% of clients will achieve an evaluation score of at least 15 after six months of service.

40% of clients will have reduced drug use, 40% in mental health treatment will remain in treatment, 100% will receive case management to receive the health services they need. 60% percent with pharmacy vouchers will actually use these vouchers.

PLEASE NOTE: If awarded funds for this program you will be asked to report on the number of clients served, the number of visits provided and the health outcomes included above.

You will also be asked to report the following:

- How many clients have a medical home documented in their record/chart?
- How many clients did you provide support to in order to better help them navigate the healthcare system?

Program capacity*

Check all that
apply.

Will this grant:

Help you increase the number of individuals
served Increase system efficiencies
Reduce duplication of
services Implement best
practices Improve client
health status
Increase organization
sustainability Improve the
continuum of care

Budget

Program budget*

Complete and upload the Program Budget Form. Please click on the link to download the form, then save it to your desktop, complete it, and then upload the form.

[Click here for instructions on how to complete this form.](#)

[High Utilization Program Budget UPDATE-1.docx](#)

Total operating budget*

What is your organization's total operating budget?

\$68,770,083.00

Operational budget*

Please upload a copy of your organization's operating budget, including all revenue and expense lines for your current fiscal year.

[Sheriffs' Operational Budget.pdf](#)

Organizational funding*

Complete and upload the Organizational Funding Form. Please click on the link to download the form, then save it to your desktop, complete it, and then upload the form.

This form must be uploaded as an excel document.

[Organizational Funding Percents 01-24-18.xlsx](#)

Grant List*

Please upload a list of all grants your organization has received or anticipates for the current fiscal year. The list should include the names and award amounts of all government, corporate, and foundation grants.

Grant List.pdf

Attachments

Board members*

Upload a list of the organization's board members and their affiliations, formatted to fit on one page in portrait orientation. Please make note of any vacant positions.

County Board Members.docx

Resumes of key personnel involved in the program*

Resume and Job Description.docx

Collaborations*

Upload a list of other organizations with which your organization collaborates.

Collaboration.rtf

Additional materials

Upload additional validation materials, such as letters of support or newspaper clippings.

[Unanswered]

File Attachment Summary

Applicant File Uploads

- **High Utilization Program Budget UPDATE-1.docx**
- Sheriffs' Operational Budget.pdf
- Organizational Funding Percents 01-24-18.xlsx
- Grant List.pdf
- County Board Members.docx
- Resume and Job Description.docx
- Collaboration.rtf



Budget

Organization Name: Lake County Sheriff's Office

Program Name: Jail High Utilization Program

Funding Request: \$100,000

(1)	(2) HFNLC Request	(3) Total Program Budget
Staff		
Deputy Chief of Corrections at .10 FTE		\$12,980
Re-entry Specialist at .50 FTE		\$26,442
Clinical Supervisor at .05 FTE*	\$2,600	\$2,600
Counselor at 1.0 FTE*	\$41,500	\$41,500
Peer to Peer Support Specialist at .75 FTE*	\$23,400	\$23,400
Fringe Benefits*	\$18,225	\$32,023
Materials and Supplies		
Phone (Cell and Office)*	\$2,475	\$3,400
Computer*		
Office supplies*		
Travel		
Staff Mileage*	\$1,200	\$1,200
Contractual Services		
Client Assistance*	\$1,500	\$3,600
Equipment		
Administrative*	\$9,100	\$19,170
TOTAL (4)	\$100,000	\$166,315

Other Program Income

Source (5)	Amount (6)
Nicasa In-Kind	\$13,095
Lake County Sheriff's Office In-Kind	\$53,220
TOTAL (7)	

***Costs for these line items are paid to Nicasa by the Lake County Sheriff's Office**

Sheriff

DEPARTMENT PURPOSE: The Sheriff's Office maintains peace and order and protects life and property for Lake County residents, businesses, and visitors by enforcing applicable federal, state and local laws and ordinances throughout unincorporated Lake County and in contracted communities. The Sheriff's Office also manages the County's jail and other detention facilities, and provides security services to the County's court system.

FINANCIAL SUMMARY:

Account	FY2016 Actuals	FY2017 Adopted Budget	FY2017 Modified Budget	FY2018 Budget	\$ Variance	%Variance
A43X Fines and Forfeitures	861,642	880,007	880,007	1,005,507	125,500	14%
A45X Intergovernmental	5,447,164	5,429,978	5,450,861	5,351,325	(78,652)	-1%
A46X Charges for Services	1,858,475	1,733,006	1,733,006	1,500,420	(232,586)	-13%
A49X Transfers	0	78,297	78,297	91,426	13,129	17%
AHM Miscellaneous	349,255	411,764	411,764	449,800	38,036	9%
AH4X Total Revenue	8,516,537	8,533,052	8,553,935	8,398,478	(134,573)	-2%
AHSX Personnel	40,423,253	40,949,164	40,949,164	42,718,282	1,769,118	4%
AH6X Commodities	2,083,617	2,068,499	2,079,466	2,186,832	118,333	6%
AH74X Benefits	15,736,887	16,064,677	16,064,677	16,287,658	222,982	1%
AH7X Contractuals	5,184,707	5,487,666	5,699,646	6,209,632	721,966	13%
AH8X Capital Expenditures	0	2,134,218	0	1,367,678	(766,540)	-36%
AH6X Total Expenses	63,428,465	66,704,224	64,792,953	68,770,083	2,065,859	3%

STAFFING SUMMARY:

Position Type	FY2016 Budget	FY2017 Budget	FY2018 Budget
Full-Time	483	483	483
Part-Time	51	53	53

BUDGET HIGHLIGHTS:

- ❖ The staffing summary does not include seven temporary Corrections Officer positions funded in General Operating Expense.
- ❖ Full-time positions have decreased as one full time position was vacated through the ARO. This position has been converted to two part-time positions.
- ↓ All Other Salary Reimbursement (45020) decreased \$110,829 based upon elimination of a state ETSB grant.
- ↓ Other Federal Funds (45340) decreased \$100,000 due to federal SCAAP grant funds no longer being provided.
- ↑ Revenue from Municipalities (45380) increased \$132,176 in response to current and anticipated municipal contracts.
- ↓ Foreclosure Fees (46330) decreased \$165,000 in response to a decrease in foreclosure activity.
- ↓ Electronic Monitoring System Service (46750) decreased \$77,000 based upon recent activity.
- ↓ Telephone Commissions (48040) decreased \$36,000 based upon current activity.

- ↑ Transfers from Other Funds (49920) increased \$13,129 as the transfer from the Transportation Safety Hire Back Fund is increased for fund-eligible overtime costs.
- ↑ Food and Provisions (61080) increased by \$154,465 in response to the increase in the average daily jail population.
- ↑ Gasoline (65090) increased \$36,708 in response historical records of actual gallons used.
- ↑ Medical Fees (71330) increased by \$387,892 due to the increase in the average daily jail population, pharmacy costs, inmate medical costs, and contract rate increase.
- ↑ Security Services (71650) increased \$60,845 based upon actuals in recent years and an anticipated contract increase.
- ↑ Extradition Expenses (72010) increased \$41,815 based upon recent and projected activity.
- ↑ Miscellaneous Contractual Expenses (79940) increased \$278,853 for annual license fees for body cameras and IT staff augmentation services.
- ↓ Capital costs (8x) decreased \$766,540, as the Sheriff's Office is replacing fewer vehicles, computers, and other capital items compared to FY2017.

PERFORMANCE INFORMATION:

Measurement	FY2013 Actual	FY2014 Actual	FY2015 Actual	FY2016 Actual	FY2017 Year-To-Date
UCR Part I Crimes Reported -- Total	1,710	1,471	1,166	1,157	*177
UCR Part I Crimes Reported -- Violent Crimes	71	76	76	94	*21
UCR Part I Crimes Reported -- Property Crimes	1,639	1,395	1,080	1,063	*156
Arrests					
Arrests for UCR Part I Crimes -- Violent Crimes	98	34	32	14	*16
Arrests for UCR Part I Crimes -- Property Crimes	229	158	124	141	*22
Arrests for Driving Under the Influence (DUI)	398	404	367	342	182
All Other Arrests	1,421	1,202	NA	1,916	*1,007
Motor Vehicle Accidents -- Total	4,533	4,447	3,988	3,987	*1,721
Motor Vehicle Accidents -- With Fatalities	15	8	9	22	5
Motor Vehicle Accidents -- With Fatalities -- Involving Alcohol	NA	NA	5	6	3
In-Jail Assaults -- Total	82	64	54	69	61
In-Jail Assaults -- Prisoner-on-Prisoner -- Not Requiring Off-Site Medical	68	52	52	59	51
In-Jail Assaults -- Prisoner-on-Prisoner -- Requiring Off-Site Medical	2	3	5	1	1
In-Jail Assaults -- Prisoner-on-Officer -- Not Requiring Off-Site Medical	11	8	2	3	4
In-Jail Assaults -- Prisoner-on-Officer -- Requiring Off-Site Medical	1	1	2	6	5
Safety Incidents -- All Locations -- Total	161	187	130	212	90
Safety Incidents -- Vehicle Only	57	75	45	85	31
Safety Incidents -- Workers' Compensation Only	91	75	53	89	48
Safety Incidents -- General Liability Only	13	37	32	38	11

* FY2017 Year-To-Date data is through August 2017.

Lake County Revenue Budget Comparison Report - Five Year History

F101 - Sheriff

Acct Code	Account Description	Recognized Amount	Recognized Amount	Recognized Amount	Adopted Budget	Modified Budget	Y-T-D Recognized	Budget
		FY14	FY2015	FY2016	FY2017	FY2017	FY2017	FY2018
A43020	False Alarm Fees	7,025	8,575	7,902	5,000	5,000	4,075	5,000
A43050	Fines Sheriff	684,468	768,612	694,116	725,407	725,407	426,183	725,407
A43055	Prisoner Review and Vehicle Fine collection	64,221	62,751	55,823	62,000	62,000	34,822	62,000
A43065	Administrative Adjudication Court Fines	2,456	7,650	26,171	6,500	6,500	21,711	132,000
A43080	Parking Fines Sheriff	3,695	1,100	880	1,100	1,100	270	1,100
A43100	DUI Fines Sheriff	80,148	80,091	76,751	80,000	80,000	42,221	80,000
A43X	Fines and Forfeitures	842,012	928,779	861,642	880,007	880,007	529,283	1,005,507
A45020	All Other Salary Reimbursement	289,611	261,367	328,089	237,882	237,882	33,011	127,053
A45100	Sheriff Convey Pers To Inst	22,560	12,004	8,527	11,000	11,000		11,000
A45105	Sheriff 1ST - Interstate Transfer	9,465	9,844	10,056	8,000	8,000	7,250	8,000
A45110	Sheriff Law Enforcemnt Training	20,125	55,954		58,000	58,000		58,000
A45120	Sheriff Work Release	727,479	872,674	605,555	710,000	710,000	411,530	710,000
A45130	SSA Jail Incentive	28,840	27,822	34,689	26,000	26,000	56,895	26,000
A45330	Grants - Other	74,872	22,283			20,883	70,883	
A45340	Other Federal Funds	126,036	101,049		100,000	100,000		
A45380	Revenue From Municipalities	3,785,638	4,029,713	4,460,248	4,279,096	4,279,096	3,293,855	4,411,272
A45X	Intergovernmental	5,084,626	5,392,710	5,447,164	5,429,978	5,450,861	3,873,424	5,351,325
A46010	Fees	1,170					3,100	
A46125	Sheriff Bond Fees	76,545	74,298	66,843	71,000	71,000	53,739	71,000
A46240	Miscellaneous County Clerk Fees						8,481	
A46260	Warrant Fees	132,709	130,072	120,076	125,000	125,000	77,639	125,000
A46270	Fire Arms Training Fees	5,370	5,880	2,105	1,800	1,800	1,520	1,800
A46280	Photograph Fee's	1,481	1,278	310	400	400	233	400
A46290	Special Police Services	291,640	286,582	474,132	282,726	282,726	365,368	288,750
A46300	Sheriff Fees-Circuit Clerk	229,142	211,877	225,076	220,000	220,000	176,018	220,000
A46305	Eviction Service Fees	120,454	101,664	99,185	100,000	100,000	69,158	100,000
A46310	Foreign Service	66,281	64,070	61,283	65,000	65,000	49,253	65,000
A46320	Marine Unit Fines	48,327	23,852	16,991	22,000	22,000	4,895	22,000
A46330	Foreclosure Fees	1,060,600	800,100	562,400	600,000	600,000	377,800	435,000
A46335	Eviction Rescheduling Fee	5,558	4,122	4,411	5,000	5,000	3,486	5,000
A46420	Copy Charges	30,199	24,599	20,477	20,000	20,000	16,908	20,000
A46740	Sex Offender Registration Fee	3,594	4,267	11,085	6,000	6,000	14,158	11,000
A46745	Violent Offenders Against Youth Registration Fee	70	160	160	100	100	230	170
A46750	Elect Monitor System Service	174,719	153,983	159,133	180,000	180,000	102,912	103,000
A46795	Arrestee's Medical Cost Fund	24,258	24,640	21,885	23,480	23,480	14,316	22,500
A46850	All Other Charges For Services	4,206	6,732	10,586	8,000	8,000	8,777	8,000
A46970	Finger Print Fees	3,295	2,440	2,336	2,500	2,500	1,304	1,800
A46X	Charges for Services	2,279,618	1,920,614	1,858,475	1,733,006	1,733,006	1,349,294	1,500,420
A49920	Transfers From Other Funds				78,297	78,297		91,426
A49X	Transfers				78,297	78,297		91,426
A44030	Other Rentals							
A48010	Interest	950	1,877	8,324	1,000	1,000	40,787	1,000
A48040	Telephone Commissions	220,019	492,532	335,323	400,000	400,000	363,439	364,000
A48045	Video Visitation Commission	3,179	1,359	5,622	10,764	10,764	9,430	9,800
A49910	All Other Miscellaneous Revenue			-15			-5	75,000
AHM	Miscellaneous	224,149	495,769	349,255	411,764	411,764	413,653	449,800
AH4X	Total Revenue	8,430,405	8,737,872	8,516,537	8,533,052	8,553,935	6,165,652	8,398,478

Lake County Expense Budget Comparison Report - Five Year History

F101 - Sheriff

Acct		Recognized Amount t FY14	Recognized Amount t FY2015	Recognized Amount FY2016	Adopted Budget FY2017	Modified Budget FY2017	Y-T-O Recognized FY2017	Budget FY2018
Code	Account Description							
A51110	Regular Salaries And Wages	32,065,876	32,008,341	32,398,710	37,746,903	37,746,903	26,270,989	36,034,825
A51120	Permanent PT Salaries/Wages	957,892	830,534		1,161,973	1,161,973		
A51135	Payroll Contingency				-1,143,448	-1,143,448		-1,143,379
A51140	Overtime Salaries And Wages	2,816,949	3,842,291	4,816,675	2,071,871	2,071,871	3,535,027	4,815,119
A51145	Back Pay Wages	44,652	2,500	60,602			2,174	
A51160	Holiday Pay	950,016	980,314	1,025,730	719,146	719,146	592,770	990,696
A51180	Special Pay	792,930	821,819	992,450	325,220	325,220	783,928	1,214,062
A51200	Temporary PT Salaries/Wages		11,262	759,437			560,989	747,928
A51210	Performance Appraisals	29,781	24,730	4,696		2,598		
A51220	Vacation payout	142,093	228,385	183,586			111,317	
A51230	Sick Payout	84,712	148,825	116,235			11,777	
A51240	Opt Out Premium	61,382	66,920	65,132	67,500	67,500	43,787	59,030
A51260	Incentive Payments						89,463	
AH5X	Personnel	37,946,282	38,965,921	40,423,253	40,949,164	40,949,164	32,004,818	42,718,282
A61010	Office Supplies	27,874	30,212	31,954	31,000	31,000	14,535	31,300
A61020	Computer Supplies	242			700	700		
A61030	Books Manuals And Periodicals	4,404	2,855	1,644	4,201	4,201	760	4,937
A61040	Operational Supplies	123,276	91,761	99,685	133,547	141,515	48,858	129,709
A61060	Clothing And Uniforms	285,941	209,742	285,743	268,163	271,163	125,032	238,788
A61080	Food and Provisions	778,619	790,069	827,720	786,502	786,502	661,020	958,826
A61090	Printing and Photographic Supplies		4,700	5,302	5,375	5,375	3,505	8,753
A63020	Cleaning Supplies	131,542	137,001	175,330	150,298	150,298	131,165	155,898
A63030	Linen And Bedding	19,671	20,150	16,806	36,544	36,544	39,073	33,936
A64010	Shooting Range	7,357	6,215	7,388	14,200	14,200	614	14,200
A64020	Ammunition	123,161	154,371	198,662	194,192	194,192	73,986	130,000
A65020	Laboratory Supplies	1,685	3,526	3,101	3,000	3,000	390	3,000
A65090	Gasoline	731,772	540,022	430,283	440,777	440,777	306,214	477,485
AHGX	Commodities	2,235,543	1,990,625	2,083,617	2,068,499	2,079,466	1,405,152	2,186,832
A74080	H/LID Employee Benefits	6,230,345	6,299,238	6,286,388	6,380,940	6,380,940	5,038,239	6,313,875
A74100	Retirement Benefits/FICA	2,799,990	2,871,214	2,947,015	3,132,611	3,132,611	2,325,894	3,267,947
A74110	Retirement Benefits/IMRF	6,412,026	6,323,784	6,503,484	6,551,126	6,551,126	4,934,253	6,705,836
AH74X	Benefits	15,442,361	15,494,236	15,736,887	16,064,677	16,064,677	12,298,386	16,287,658
A71120	Interpreters						187	
A71150	Consultants	16,675	32,667					
A71220	Computer Services	3,168	3,168	2,376	3,168	3,168		3,168
A71230	Software Maintenance		46,105	103,722	237,326	237,326	132,396	189,686
A71325	Polygraph Fees							12,600
A71330	Medical Fees	2,181,393	2,372,360	2,778,489	2,959,744	2,959,744	2,326,409	3,347,636
A71470	Employee Relations		4,978	7,877	13,325	13,325	6,251	13,325
A71500	Trips And Training	281,690	267,431	361,108	345,020	357,935	215,767	301,443
A71520	Training,				7,050	7,050		5,800
A71527	Certification/Accreditation Fees		11,880	6,750	33,820	33,820	-7,150	45,243
A71530	Programs and Services	2,642	8,138	2,965	3,000	3,000	5,000	10,045
A71650	Security Services	761,560	717,462	724,589	700,000	700,000	488,164	760,845
A71810	Dues And Subscriptions	9,077	10,857	10,549	15,940	15,940	11,338	15,024
A71910	Gas For Heating	10,732	4,290	3,079	8,168	8,168	32	
A71920	Electricity	10,973	11,692	10,959	10,973	10,973		
A71930	Water And Sewer Charges	666	479	408	960	960		
A71950	Cellular Phones	71,669	83,493	73,006	85,674	85,674	66,793	91,477

Acct Code	Account Description	Recognized Amount FY14	Recognized Amount FY2015	Recognized Amount FY2016	Adopted Budget FY2017	Modified Budget FY2017	Y-T-D Recognized FY2017	Budget FY2018
A71960	Data/Telecommunications			249			4,720	2,369
A71965	Radio Fees			21,890	145,662	145,662	104,020	148,866
A71970	Courier Services						33	
A72010	Extradition Expenses	33,427	21,380	26,170	20,500	20,500	38,988	62,315
A72020	Investigative Expense	17,902	27,173	11,799	23,300	23,300	4,616	25,702
A72180	Insurance Claims	5,000						
A72210	Motor Vehicle Maintenance & Repairs	303,670	301,769	307,652	310,000	310,000	218,572	310,000
A72230	Boat Maintenance And Repairs	20,137	12,051	20,622	17,400	17,400	1,503	17,400
A72240	Radio Equipment Maintenance & Repair	1,665		175	28,000	28,000	179	28,000
A72280	Equipment Maintenance	45,133	11,035	1,712	12,593	12,593	1,736	7,860
A72520	Record Storage			13,948	12,771	12,771	10,063	13,911
A72530	Equipment Rental	29,402	21,379	31,449	29,000	29,000	13,229	38,100
A72760	Northern Illinois Crime Lab	160,433	162,855	164,454	164,454	164,454	164,454	164,454
A72790	Transfers to Other Governments						16	
A72840	Temporary Employment Services		54,973	6,055				15,692
A72920	Meals And Lodging For Jurors	8,666	9,868	10,471	10,500	10,500	5,622	10,500
A72940	All Other Fees		5,500					
A79940	Miscell Contractual Services	336,348	269,103	482,184	289,318	488,383	386,137	568,171
A79950	All Other Miscellaneous	96,324	2,392					
AH7X	Contractuals	4,408,353	4,474,478	5,184,707	5,487,666	5,699,646	4,199,075	6,209,632
A83010	Motor Vehicles				1,718,197			1,071,022
A84020	Radios & Electronic Equipment				16,588			16,290
A84030	Computer Equipment				114,198			25,970
A84060	Furniture And Office Equipment				41,871			10,119
A85040	Replacements				243,364	5,250		244,277
AHBX	Capital Exeenditures				2,134,218		5,250	1,367,678
AHEX	Total Expenses	60,032,540	60,925,260	63,428,465	66,704,224	64,792,953	49,912,682	68,770,083

Lake County Sheriff's Office
Grant Application - January 25, 2018

Please indicate the percentage of your organization's revenue that comes from each of these funding sources. Your total should equal 100%.

Public funding sources such as federal, state, or local government	99%
Private sources such as corporate, foundation, or United Way grants	0%
Individual donations or events	0%
Earned income such as program fees or third-party billing	0%
TOTAL	100%



MARK C. CURRAN
SHERIFF

OFFICE CORRESPONDENCE

DATE: January 25, 2018

TO: Deputy Chief William Kinville

FROM: *Dawn Wucki-Rossbach*
Business Manager Dawn Wucki-Rossbach

REFERENCE: Current Grants/Recently Closed Grants

The list below identifies the grants that are open and the grants that have recently been closed. Please contact me if you have any questions.

Grant Agency	Grant Description	Matching Grant (Yes/No)	Award Amount	Status (Open/Closed)
U.S. Department of Justice	Justice and Mental Health Collaboration Program	No	\$250,000.00	Open
Office of Justice Programs	Bulletproof Vest Partnership	No	\$77.03	Open
Illinois Department of Transportation	Sustained Traffic Enforcement Program (STEP) Grant	No	\$113,013.20	Open
Innovation Fund	Jail Diversion Case Management Program	No	\$50,000.00	Open

Recently Closed Grants				
Illinois Department of Transportation	Sustained Traffic Enforcement Program (STEP) Grant	No	\$102,243.20	Closed
Illinois Liquor Control Commission	Tobacco Enforcement Program	No	\$7,480.00	Closed
U.S. Department of Justice	Edward Byrne Memorial Justice Assistance Grant Program -Body-Worn Camera Grant	Yes - 50%	\$73,000.00	Closed

County Board Members

1. Linda Pedersen (District 1)

Board member Pedersen represents the areas of Antioch and Old Mill Creek, and portions of Fox Lake and Lake Villa.

2. Diane Hewitt (District 2)

Board member Hewitt represents portions of Waukegan, Gurnee, Beach Park, and Zion.

3. Tom Weber (District 3)

Board member Weber represents all of Lindenhurst and Round Lake Heights and portions of Round Lake Beach and Lake Villa

4. Brent Paxton (District 4)

Board member Paxton represents Winthrop Harbor, Wadsworth, and portions of Zion and Beach Park.

5. Judy Martini (District 5)

Board member Martini represents the municipalities of Fox Lake, Lakemoor, Volo, portions of Round Lake, the unincorporated areas of Grant Township, and portions of Wauconda, Avon, Antioch, and Lake Villa.

6. Jeff Werfel (District 6)

Board member Werfel represents all of Grayslake and Hainesville, portions of Round Lake Park, Round Lake Beach, and Wildwood.

7. Steve Carlson (District 7)

Board member Carlson represents portions of Gurnee and Third Lake. He has been on the board since 2002.

8. Bill Durkin (District 8)

Board member Durkin represents portions of Waukegan. He has been on the board since 2010.

9. Mary Ross Cunningham (District 9)

Board member Mary Ross Cunningham represents portions of Waukegan and North Chicago.

10. Charles "Chuck" Bartels (District 10)

Board member Bartels represents portions of Mundelein, Hawthorn Woods, Round Lake Park, Wauconda, and Long Grove.

11. Paul Frank (District 11)

Board member Frank represents Highland Park, Highwood, and Deerfield.

12. S. Michael Rummel (District 12)

Board member Rummel represents portions of Highland Park, Deerfield, and Lake Forest.

13. Sandy Hart (District 13)

Board member Hart represents Lake Bluff, Wildwood, unincorporated Grayslake, and portions of North Chicago, Waukegan, Libertyville, and Gurnee.

14. Vance D. Wyatt (District 14)

Board member Wyatt represents Park City and portions of North Chicago, Waukegan, and Gurnee.

15. Carol Calabresa (District 15)

Board member Calabresa represents Libertyville and portions of Mundelein.

16. Terry Wilke (District 16)

Board member Wilke represents portions of Round Lake and Round Lake Beach.

17. Michael Danforth (District 17)

Board member Danforth represents Island Lake, Lake Barrington, Port Barrington, North Barrington, Barrington Hills, Tower Lakes, Fox River Grove, and portions of Wauconda and Hawthorn Woods.

18. Aaron Lawlor (District 18)

Aaron Lawlor is the Chairman of the County Board. He represents Vernon Hills and Indian Creek, as well as portions of Hawthorn Woods, Long Grove, Mundelein, and unincorporated Lake County.

19. Craig Taylor (District 19)

Board member Taylor represents Lake Zurich, Barrington, Deer Park, Kildeer, and portions of Long Grove.

20. Sidney Mathias (District 20)

Board member Mathias represents Lake County Buffalo Grove, portions of Long Grove and portions of the unincorporated areas of Vernon and Ela Townships.

21. Ann Maine (District 21)

Board member Maine represents Riverwoods, Lincolnshire, Bannockburn, Mettawa, Green Oaks, and portions of Deerfield, Lake Forest, Waukegan, Gurnee, and Grayslake.

KELLY WENDORF

4202 Coral Berry Path, Gurnee, IL 60031 | (608) 792-8907 |
kwendorf@nicasa.org

EDUCATION:

Master of Arts in Counseling, Adler University, Chicago, IL (GPA: 3.8/4.0)
Bachelor of Science in Psychology, University of Wisconsin-La Crosse

August 2015
May 2011

LICENSE: Licensed Professional Counselor (License #178.011963)

CERTIFICATIONS:

CPR/First Aid
Direct Support
Professional PACE

WORK/CLINICAL EXPERIENCE:

NICASA BEHAVIORAL HEALTH SERVICES, Waukegan, IL
Counselor/Intensive Case Manager

February 2017 - Present

- ☐ Provide individual and group counseling for residents of Bridge House, a halfway house
- ☐ Assist in maintaining organization, structure, and documentation for staff and residents of Bridge House
- ☐ Distribute medications to residents of Bridge House
- Intensively case manage over 30 clients from the Lake County Jail as part of an MacArthur Innovation Fund grant, partnering with the Lake County Sheriff's Office
- ☐ Access, and communicate with, the Lake County Jail daily to assess the needs of jail high utilizer clients
- ☐ Connect the clients with resources in Lake County based on their needs, before and after release
- ☐ Attend weekly project team meetings to report data as well as issues, concerns, and hopes for the future
- ☐ Form and foster relationships with resource organizations in Lake County
- ☐ Maintain documentation of client services and interactions

CLEARBROOK, Arlington Heights and Palatine, IL
Community Support Coach

April 2016 - February 2017

- ☐ Transported individuals with disabilities to and from employment sites
- ☐ Assisted clients in learning social and job skills
- Tracked the clients' progress and attendance and completed the assigned paperwork by strict deadlines
- ☐ Trained coworkers on rules, procedures, and expectations at various job sites

HOWARD COUNSELING SERVICES, Bolingbrook, IL
Qualified Mental Health Professional

January 2015 - April 2016

- Traveled to clients' homes and provided individual and couples counseling
- ☐ Successfully completed mental health assessments, treatment plans, service documentation notes, progress reports, and discharge summaries

CLEARBROOK, Arlington Heights and Skokie, IL
Residential Counselor/Direct Support Professional

January 2015 - March 2016

- ☐ Assisted individuals with disabilities with activities of daily living
- ☐ Administered assigned medications and led clients in performing daily chores
- ☐ Trained newly hired staff on procedures as well as coordinated volunteers within a CILA

SAFER FOUNDATION, Chicago, IL
Intern – Crossroads Adult Transitional Center

August 2013 - July 2014

- ☐ Provided individual counseling to men seeking release from incarceration
- ☐ Collaborated with co-worker to create and lead therapy and psychoeducational groups
- ☐ Successfully completed intakes, treatment plans, and case notes

LAW OFFICE OF THE COOK COUNTY PUBLIC DEFENDER, Chicago, IL
Community Service Practicum Student

Spring 2012

- ☐ Performed clerical duties and online research as needed

COMMUNITY SERVICE:

Friendly Visitor Volunteer, Center of Concern, Park Ridge, IL

Volunteer, Karaoke for a Cure Fundraiser for Autism Speaks, La Crosse, WI

SKILLS:

Excellent written and oral communication

skills Analytical and detail-oriented team

player

Proficient in Microsoft Office, online research, and databases

MEMBERSHIP:

American Psychological Association

Nicasa, NFPPeer Recovery SpecialistQualifications:

High school degree or related equivalent. Must have at least three years of successful recovery. Knowledge of Lake County recovery community and Lake County resources is required. Deep knowledge of the issues facing minority women and women in recovery a plus. Must be willing to complete certification as a Certified Recovery Support Specialist (CRSS) within 2 years of hire.

Skills

- Strong interpersonal skills – ability to communicate with clients, their significant others, criminal justice, and social services professionals
- ? Knowledge and understanding of co-occurring disorders
- ? Familiarity with Lake County housing issues.
- ? Gender and cultural competence
- ? Flexible
- ? Ability to multi-task and crisis manage.

Position Responsibilities:

- Outreach to and engage members of the Jail High Utilizers program
- Perform frequent recovery check-ups during evening and weekend hours
- Facilitate case management
- \Facilitate frequent meetings of past and current program participants
- Maintain excellent communications with all referral sources
- Gather data for evaluation purposes
- Assure appropriate program linkages with community referral sources
- Other duties as may be required

Compensation: Salary RangeReports To

Program Manager

In 2013, the Lake County Sheriff's Office Mental Health Coalition for the purpose of collaborating with community partners to address issues including mental health and substance abuse disorder. In 2017, the Coalition was renamed the Lake County Sheriff's Office Community Policing Coordinating Council and continues to focus on diversion programs for those suffering mental illness, substance use disorders, co-occurring disorders or chronic homelessness.

Members include the following:

Justice Partners (19th Judicial Circuit, Lake County Probation Department, Lake County State's Attorney's Office, Lake County Public Defender's Office)

T.A.S.C. Lake County Health Department Lake County Board Members PADS of Lake County

Nicasa Behavioral Health Services

Lake County United (coalition of faith-based communities) Arden

Shore

Healthcare Foundation of Northern Lake

County Mano a' Mano

Lake County Chiefs of Police

Lake County

Veterans Assistance

Commission Lovell's

Federal Health Care

Center

Initiatives from this coalition include the following:

In 2015, our Coalition agreed to make Crisis Intervention Team Training a priority - The Lake County Sheriff's Office initiated county-wide CIT Training for all law enforcement personnel. With the assistance of Lake County Board funding of \$35,000, the Sheriff's Office planned CIT trainings at the College of Lake County. The Sheriff's Office initiative increased the number of CIT-trained officers from 80 (6%) to 223 (17%). As a result, the Sheriff's Office was awarded a Federal Justice and Mental Health Collaboration Program Grant totaling \$250,000. This grant will be used to expand CIT Training to 40% of Lake County's law enforcement.

Vivitrol Pilot Program in the Lake County Jail - Collaborators include the Probation Department, T.A.S.C., Lake County Health Department. Armor Correctional Care and Alkermes.

MacArthur Foundation Safety and Justice Challenge Grant - The grant allows the Lake County Jail to focus on intensive case management to 30 high utilizers in the Lake County Jail. Intensive case management is

provided by collaborative partner Nicasa Behavioral Health Services.

Within the Lake County Jail, inmate programming includes GED programming partnered with the College of Lake County and other certified institutions, AA, NA, Cognitive Behavior Training through Nicasa, Naloxone training through the Lake County Health Department and T.A.S.C., and the disbursement of Naloxone to trained inmates self-identified or diagnosed with substance use disorder.

The Lake County Jail continues to partner with faith-based organizations offering mentoring, computer skills and writing skills to inmates. In addition, the jail works with the Lake County Health Department to ensure uninsured inmates are signed up for the ACA or Medicaid and health care appointments are scheduled as requested.

EXHIBIT C

Nicasa High-Utilizers Grant

REVENUE

Project

Budget

Healthcare Foundation of Northern Lake County

100,000

Nicasa In kind support

**TOTAL
REVENUE**100,000**EXPENSES**

Clinical Supervisor

2,600

Counselor (1.0 FTE)

41,500

Peer to Peer (.75 FTE)

23,400

Fringe benefits (27%)

18,225

Consumable Office Supplies

275

LSI-R (100)

1,000

Telephone (office and cell)

1,200

Travel

1,200

Client Assistance

1,500

MG&A EXPENSE (20.41% current approved rate)

9,100**TOTAL
EXPENSES**100,000**NET INCOME
(LOSS)**

0

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, effective May 21, 2018 ("Effective Date"), is made by and between the Lake County Sheriff's Office and Nicasa, NFP ("Business Associate"). The Sheriff's Office and Business Associate are also referred to in this Agreement individually as "Party" and collectively as the "Parties".

1. Definitions:

Unless otherwise provided in this Agreement, capitalized terms used in this Agreement have the same meaning as set forth in HIPAA Privacy and Security Regulations (and particularly at 45 C.F.R. §§ 160.103 and 164.501), and applicable HITECH Act of 2009 amendments and regulations establishing standards for the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009.

2. Permitted Uses and Disclosure of Protected Health Information (hereafter "PHI"):

2.1 Services. Business Associate may assist in the performance of:

- a. A function or activity involving the use or disclosure of individually identifiable health information; or
- b. Any other function or activity regulated by HIPAA or HITECH amendments.

3. Responsibilities with Respect to Protected Health Information:

3.1 Responsibilities of Business Associate. With regard to the use and/or disclosure of PHI, Business Associate hereby agrees:

- a. Business Associate will not use or disclose PHI received from the Sheriff's Office in any way other than as permitted or required under HIPAA or the HITECH Act of 2009, or regulations thereunder, or pursuant to Section 2 of this Agreement or as otherwise required by law.
- b. Business Associate will put in place reasonable precautions and appropriate safeguards necessary to prevent use or disclosure of PHI other than as provided by this Agreement.
- c. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or any agent or subcontractor, in violation of HIPAA or HITECH, or regulations thereunder, the provisions of this Agreement.
- d. Business Associate shall report to the Sheriff's Office when Business Associate becomes aware of uses or disclosures not provided for by this Agreement, or that are a breach of unsecured PHI as defined in 45 C.F.R. §165.500, et seq. or HITECH §13402.
- e. Business Associate shall ensure that any agents, including subcontractors, to whom Business Associate provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Sheriff's Office, agrees to the same restrictions and conditions that, apply to the Business Associate with respect to such information.

- f. At the request of the Sheriff's Office, Business Associate shall provide access to PHI, within 7 calendar days, to Sheriff's Office or as directed by Sheriff's Office to an Individual, in order to meet the requirements of HIPAA, or the HITECH Act of 2009, or regulations thereunder.
- g. Business Associate shall make available PHI for amendment and incorporate any amendments to PHI, within 7 calendar days of request by Sheriff's Office, in accordance with 45 C.F.R. § 164.526, and other applicable HIPAA and HITECH regulations.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Sheriff's Office, to the Business Manager within 14 calendar days of the Sheriff's Office's written request, or as otherwise designated by the Business Manager, for the purpose of the Business Manager determining Sheriff's Office's compliance with the Privacy Rules.
- i. Business Associate shall document disclosures of Protected Health Information and information related to such disclosures as would be required for Sheriff's Office to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, or other applicable HIPAA and HITECH regulations.
- j. Business Associate shall provide to Sheriff's Office or an Individual within 14 calendar days from Sheriff's Office written request, information collected in accordance with Section 3.1 (i) of this Agreement, and other applicable HIPAA and HITECH regulations, to permit Sheriff's Office to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 C.F.R. § 164.528, or other applicable HIPAA and HITECH regulations.
- k. Business Associate shall provide all appropriate training and education of its subcontractors or agents regarding the confidentiality of PHI and HIPAA and HITECH regulations.
- l. Notwithstanding any other provisions herein, Business Associate agrees that, for any breach of unsecure PHI, as defined in 45 C.F.R.164.400, et seq., by Business Associate, or any of its agent(s) or subcontractor(s), Business Associate shall undertake to give any and all notification(s) as may be required to any involved Individual(s), the press, and the Office Manager, as may be required by either HIPAA or HITECH, or regulations thereunder, in addition to reporting any such incident to Sheriff's Office as provided herein.

- m. Upon termination of its Agreement to provide service to Sheriff's Office, Business Associate will return all Protected Health Information. Business Associate further agrees to recover and return any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return any and all PHI, Business Associate will notify Sheriff's Office in writing within 7 calendar days of knowledge of same. In such case, the rights, duties, and obligations relating to PHI established, under HIPAA or the HITECH Act of 2009, or regulations thereunder, or under this Agreement shall survive termination of the Agreement.
- n. Business Associate agrees to defend and indemnify the Sheriff's Office where the Business Associate, or its agents or subcontractors to whom it provides PHI on behalf of the Sheriff's Office, violate this Agreement, the provisions of HIPAA, or the provisions of the HITECH Act, whether by or through their negligent, reckless, or intentional actions.

3.2 Responsibility of the Sheriff's Office: With regard to the use and/or disclosure of PHI by the Business Associate, Sheriff's Office hereby agrees to notify Business Associate, in writing in a timely manner, of any arrangements permitted or required of the Sheriff's Office under 45 C.F.R. part 160 and 164 that may impact in any manner the use or disclosure of PHI by Business Associate under this Agreement, including, but not limited to, restrictions on use and disclosure of PHI as provided in 45 C.F.R. § 164.522 agreed to by Sheriff's Office.

4. Term and Termination:

4.1 Term: This Agreement shall become effective on the date of signing and shall terminate when all of the PHI provided by Sheriff's Office to Business Associate or created or received by Business Associate on behalf of Sheriff's Office, is returned to Sheriff's Office, or, if it is infeasible to return PHI, protections are extended to such information, in accordance with the termination provisions in this Section and applicable HIPAA and HITECH regulations.

4.2 Termination for Cause: Upon Sheriff's Office's knowledge of a material breach by Business Associate, Sheriff's Office shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Sheriff's Office; or
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, Sheriff's Office shall report the violation to the Safety and Justice Innovation Fund.

4.3 Effect of Termination:

- a. Upon termination of this Agreement, Business Associate shall return all PHI received from Sheriff's Office or created or received by Business Associate on behalf of Sheriff's Office. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- b. In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Sheriff's Office notification of the conditions that make return infeasible. Notification must be made in writing and must be received within 7 calendar days of termination of this Agreement. Upon notification that return of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI.

5. Miscellaneous:

5.1 Amendments: This Agreement may not be modified, nor shall any provisions hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties or except as to comply with the requirements of the HIPAA Act of 1996, and HITECH Act of 2009. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.2 Notices: Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Business Associate, to: Nicasa. NFP

Attention: Bruce Johnson
31979 N. Fish Lake Rd. Round Lake, IL. 60073
Phone: (847) 546-6450 Fax: (847) 546-6760
Email: bjohnson@nicasa.org

If to Sheriff's Office to:

Lake County Sheriff's Office
Business Manager, Dawn Wucki-Rossbach
25 South Martin Luther King Jr. Ave.
Waukegan, IL 60085
Phone: (847) 377-4217
Email: DWuckiRossbach@lakecountyil.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

5.3 Regulatory References: A reference in this Agreement to a section in the HIPAA Act or HITECH Act of 2009 shall mean the section as in effect or as amended.

5.4 Survival: The respective rights and obligations of Business Associate under Section 4.3 of this Agreement shall survive the termination of this Agreement.

5.5 Interpretation: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Act of 1996, and HITECH Act of 2009.

IN WITNESS WHEREOF, each of the undersigned, being duly authorized, has caused this Agreement to be duly executed in its name and on its behalf.

SHERIFF'S OFFICE

BUSINESS ASSOCIATE

By: _____

Print Name: Mark C. Curran

Print Title: Lake County Sheriff

Date: _____

By: _____

Print Name: Bruce N. Johnson

Print Title: Chief Executive Officer

Date: _____

EXHIBIT D
ACKNOWLEDGEMENT AND
HIPPA/HITECH AGREEMENT

This Acknowledgement and Agreement, dated July 30, 2017, by and between Nicasa, and the Sheriff's Office under HIPPA Privacy Regulations, relating to governing HIPPA Privacy regulations and the HITECH Act Standards application to their Organized Health Care Arrangement.

1. That Nicasa is a provider of health care and related supported social services to a population in the State and the Sheriff's Office operates the Lake County Jail, and as Nicasa and the Sheriff's Office have joined to provide culturally sensitive intensive case management services to Lake County Jail High Utilizers, and potential high utilizers of the criminal justice system, including people with mental health issues, drug and/or alcohol addicted/dependent people, and/or jail inmates in the criminal justice system, which constitutes Organized health Care Arrangement (OHCA), as defined in the HIPPA Privacy Regulations; and, therefore a Business Associate Agreement is not required as between the parties hereto. But the Parties hereto wish to acknowledge and document their agreement that Nicasa is subject to, and must act in compliance with the applicable HIPPA Privacy Regulations and the applicable HITECH Act Standards.

2. Nicasa and the Sheriff's Office, individually, and as part of their agency's daily operations, shall not request that the other party-agency use or disclose Protected Health Information (PHI) in any manner that would not be permissible under the HIPPA Privacy regulations (as amended from time to time), and under the HITECH Act Standards (as adopted and amended from time to time), by the Sheriff's Office.

Executed by out authorized representatives(s), and effective as of, the date first written above.

LAKE COUNTY SHERIFF'S OFFICE

Signature of Authorized Representative

Name: Mark C. Curran, Jr.

Title: Sheriff

NICASA

Signature of Authorized Representative

Name: Bruce N. Johnson

Title: Chief Executive Officer