

AGREEMENT FOR A JAIL HIGH UTILIZER DIVERSION PROGRAM

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 intensive 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. John D. and Catherine T. MacArthur Foundation Agreement, as noted within Exhibit A;
- C. Scope of Work with Provider for the Lake County Jail Diversion Case Management Program Logic Mode, as stated in Exhibit B;
- D. Cost of work as stated in the draft budget in Exhibit C;
- E. Business Associate Agreement as stated in Exhibit D; and
- F. Acknowledgement and HIPPA/HITECH Agreement as stated in Exhibit E.

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 includes decreasing recidivism by providing culturally sensitive intensive case management services to 30 to 60 people / year. The persons will receive best practices assessments to determine their needs, reentry motivation to reduce recidivism, and a warm hand-off to individualized coordinated multi-agency referrals to community resources for the persons and their families. The resources will be aimed to reduce reincarceration and address issues including substance abuse, mental health, physical/dental health, housing, employment, and transportation. Clients participation and progress will be tracked and reported out.

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 where applicable, their family, would be willing to become a participant in intensive 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 applicable the high utilizer’s family/support, to the Provider Case Manager.
5. Will complete the Pre-Release Activities, applicable Outputs/Outcome Measures and report to the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge.
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 performance measures report as outlined in the logic model, Exhibit B.
7. Will submit monthly progress and financial accounting reports in time for the monthly SJC meeting.
8. Will participate in data sharing and execute a Jail Diversion Case Management Data-Sharing and Usage Agreement, Business Associate Agreement, Attachment D and Acknowledgement and HIPAA/HITECH Agreement Attachment E.
9. Will pay Provider in monthly installments for the jail high utilizers intensive case management work in the total amount that will not exceed \$400,000.00.
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 where applicable, their families, through work completed by a Clinical Manager (Program Supervisor), Social Worker and a Peer Specialist.
2. Will provide a signed participation consent form if the high utilizer agrees to participate in the program.
3. Will coordinate 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 Exhibit B.

5. Will participate in data sharing and execute a Jail Diversion Case Management Data-Sharing and Usage Agreement, Business Associate Agreement, Exhibit D and Acknowledgement and HIPAA/HITECH Agreement Exhibit E.
6. Will provide to the Sheriff's Office, County, and the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge the de-identified data and timely complete the Implementation Jail Diversion Case Management reports within 20 day after the period ends.
7. Will report to the Sheriff's Office within 7 business 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, 2019 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 amount of \$400,000.00 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 monthly grant reporting documentation was submitted to the County, with a copy of said reporting documentation physically attached to the invoice, with an electronic copy of the documentation submitted to the Project Director 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 for the previous month by the 15th of the next month.

Invoices shall be submitted to:

Lake County Administrator's Office
Attention: Project Director, Project Research Coordinator, Donna Jo Maki
18 N. County St.
Waukegan, Illinois 60085
dmaki@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
18N. 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 SHERIFF'S OFFICE

PROVIDER:

John D. Idleburg
Lake County Sheriff

Bruce N. Johnson
Bruce Johnson
Chief Executive Officer, Nicasa

Date: _____

Date: 1/29/2019

EXHIBIT A

AGREEMENT

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: January 15, 2019

GRANT NO.: 18-1805-153066-CJ

GRANTEE: Lake County, Illinois
18 N. County Street
Waukegan, IL 60085
("your organization")

Lead Agency for Lake County, Illinois:
Lake County Sheriff's Office
25 S. Martin Luther King Jr. Ave.
Waukegan, IL 60085

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the "Foundation")

GRANT AMOUNT: U.S. \$700,000

PURPOSE OF GRANT: To support Lake County's participation as an implementation site in the Safety and Justice Challenge, the Foundation's criminal justice reform initiative to reduce over-incarceration by changing the way America thinks about and uses jails (the "Purpose")

FOR USE OVER THE PERIOD: October 1, 2018 - September 30, 2020

EXPECTED PAYMENT SCHEDULE: This grant is expected to be paid in the following installment amounts (the "Payment Schedule"):

Initial Installment: U.S. \$350,000, paid in a single lump sum
Installment 2: U.S. \$350,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

November 30, 2019: Annual Report, covering the period through September 30, 2019
November 30, 2020: Annual Report, covering the period October 1, 2019 through September 30, 2020
November 30, 2020: Final Report, covering the period October 1, 2018 through September 30, 2020

PERFORMANCE MEASURES DUE, to the CUNY Institute for State and Local Governance (ISLG), every quarter, on the schedule outlined below. These reporting requirements are further described in Paragraph 5 herein.

May 31, 2019: Baseline (November 2017-April 2018), Quarter 1 (May-July 2018), Quarter 2 (August-October 2018), Quarter 3 (November 2018-January 2019), and Quarter 4 (February 2019-April 2019)

August 31, 2019: Quarter 5 (May 2019-July 2019)

Performance reporting will continue according to this quarterly schedule for the duration of time that your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated.

OTHER TERMS AND CONDITIONS:

1. **PAYMENT TERMS:** (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made within thirty (30) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents if all conditions are satisfied. The scheduled dates of estimated payment for any subsequent installments, which dates may be amended by the Foundation from time to time, are available in the Foundation's online Grants Management System ("GMS").

2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.

3. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on November 20, 2018 and entitled "Final Proposal 153066", and the budget uploaded into GMS on November 16, 2018, relating thereto (the "Approved Budget"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the Approved Budget, including the timing of expenditures, at any point during the course of this grant.

(B) Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d)(1) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945(d)(1) of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

4. **WRITTEN REPORTS:** (A) Written reports are to be furnished to the Foundation covering each year in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports should be submitted electronically through GMS.

(B) Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

5. **PERFORMANCE REPORTING:** Performance measures are to be submitted to ISLG each quarter, with evidence of such submission provided to the Foundation, upon its request, on the schedule and under the terms outlined in above. Your measures will be drawn from the Safety and Justice Challenge performance measurement framework and will be determined in collaboration with ISLG by January 31, 2019. All measures will be submitted in aggregate form.
6. **INTELLECTUAL PROPERTY:** (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "**Policy**"; Attachment I hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "**Grant Work Product**") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.
- (B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "**Third Party**"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.
- (C) Except as stated in Paragraph 6(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.
- (D) In connection with the narrative reports required to be submitted in the GMS under this agreement, your organization will be required to address a series of questions related to intellectual property that are available on the narrative report form in the GMS.
7. **USE OF NAME:** Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "**MacArthur Name**"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
8. **PUBLICATIONS:** Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
9. **NOTIFICATION:** Your organization will promptly notify the Foundation upon the occurrence of any of the following: (i) A change in the executive director, chief executive officer, president, or comparable

senior level executive of any agency that is engaged materially in the activities funded by the Foundation ("Agency"); (ii) receipt by the Agency of notification by another significant funder, if any, that the funder is ceasing further funding; or (iii) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (a) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Agency; (b) financial impropriety by the Agency; or (c) breach of fiduciary obligations by senior leadership or the board of the Agency. Written notification will be given to the signatory of this agreement at the e-mail address under the signature line below.

10. **WORKPLACE CONDUCT STANDARDS:** (A) Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.

(B) In the event the Foundation learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests of the Foundation to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, the Foundation is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If the Foundation concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, the Foundation may take such action as is appropriate under the circumstances, including suspending future grant payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the grant. Prior to taking any action, the Foundation will discuss with you the proposed course of action and provide your organization an opportunity to respond and suggest corrective action.

11. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
12. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to Communications at the Foundation.
13. **RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS:** The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure, or (g) failure to report quarterly performance measures in a timely manner. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the Approved Budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.
14. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the Approved Budget.
15. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby

agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.

16. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
17. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
18. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto including but not limited to, that certain letter agreement dated November 28, 2018, as executed by the Foundation, which is of no further force or effect. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
19. **DUE AUTHORITY:** The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

**JOHN D. AND CATHERINE T.
MacARTHUR FOUNDATION**

By: 
Joshua J. Mintz
Its: Vice President, General Counsel, and Secretary
E-Mail: jmintz@macfound.org

LAKE COUNTY, ILLINOIS

By: _____
Signature
Chair of the County Board
Its: _____
Title
Acceptance Date: _____

Payment should be made payable to LAKE COUNTY, ILLINOIS

To facilitate receipt of the grant funds:

- (1) Please upload the fully-signed agreement (and attachments) to the Foundation's Grants Management System.
- (2) Please complete, sign, and return the MacArthur Electronic Payment Authorization Form by e-mail to MacFinanceGrantees@macfound.org. The MacArthur Electronic Payment Authorization Form can be downloaded from the Document Library of the Foundation's Grants Management System.

**ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar

procedure. Legislation of the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

which government would be expected to deal eventually. Accordingly, it is permissible to speak to legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the

communication for lobbying purposes. If it does, and if the grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

PERMISSIBLE AND PROHIBITED ACTIVITIES***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

ATTACHMENT I

Policy Regarding Intellectual Property Arising Out of Foundation Grants

Introduction

Foundation grants often result in tangible products, such as reports, papers, research, software, data sets, curriculum, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy articulates the principles guiding the Foundation's approach to the ownership and use of Grant Work Product. It addresses specifically the ownership, use, copyright to, distribution and licensing of the Grant Work Product arising from project grants by balancing the interests of the Foundation with the interests of the grantee and other interested parties.

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy. A Guidance Memorandum that provides further detail on the Foundation's approach to specific issues accompanies this policy and will be revised from time to time as appropriate.

Policy

The Foundation's policy is to ensure that use of the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination or availability of the Grant Work Product at minimal cost to the public or, when justified, at a reasonable price. Distribution at a reasonable price may be justified when integral to the business plan and sustainability of a charitable organization or when the Foundation is satisfied that net revenues derived from the distribution will be used for charitable purposes.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product, delayed or non-registration of impact studies, or limited or delayed access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

Ownership of intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used substantially for charitable purposes. Copyright to or patent rights in the Grant Work Product will ordinarily remain with the grantee, but the Foundation will be granted a no-cost assignable license to use or publish the Grant Work Product consistent with this Policy. The Foundation may forego or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure the goals of this Policy.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy was initially adopted September 18, 2008. It was last revised on September 10, 2015 and applies to grants awarded after that date.

Glossary

Creative Commons License: A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

Data: All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

Impact Study: A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

Open Source License: A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

Registry: An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

Research: The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

Source: Evaluation Thesaurus. Michael Scriven.

Exhibit B

Lake County Jail Diversion Case Management Program (JDCMP) Logic Model - 2019

INPUTS	ACTIVITIES	OUTPUTS	OUTCOME MEASURES
<p>Lake County (LC) Board LC Executive Justice Council LC Mental Health Coalition</p> <p>LC High Utilizers Committee</p> <p>Core Partners</p> <ul style="list-style-type: none"> LC Sheriff's Office (lead) Corrections Classification & Medical (Armer) Nicass LC Public Health Dept. State's Attorney Probation (LSIRI) Public Defender's Office Courts <p>JDCMP Direct Staff</p> <ul style="list-style-type: none"> Deputy Chief William Kinville (Program Lead) JDCM case manager (Nicass Intensive Case Manager) Jail Re-Entry Specialist <p>Key Elements</p> <ul style="list-style-type: none"> Jail Re-Entry Information Sheet MH screening (B/M/IS) Jail Diversion High Utilizers Scale-Case Mgmt. Form High Jail Use target population: <ul style="list-style-type: none"> 3+ bookings in last 3 yrs Jail involved SM/CD diagnosis possible Consent to program and ex LSIR Score Signed ROI/data sharing Service Point Intensive pre-and post-release case management Coordinated "warm handoff" Mental health treatment Substance abuse treatment Housing Basic needs assistance Family reunification Employment readiness/placement Lessons learned & challenges 	<p>PRE-RELEASE</p> <ul style="list-style-type: none"> Identify/engage 30 high jail utilizers #100% Admin. Brief Jail Mental Health Screen #100% Admin. Jail Diversion High Utilizers Scale-Case Mgmt. Form 30 Jail Medication Voucher 100% ACA & Primary care 50% Assist in obtaining birth certificate and/or state identification card 30 Service Point 50% Reentry program tracking (attendance/completion) 100% Case Manager tracking <p>POST-RELEASE</p> <ul style="list-style-type: none"> Coordinated hand off Service referrals 60 days in Aftercare 100% housing linkages 100% employment readiness and placement % applicable linked to Substance Use Peer Recovery and Recovery Programs 90% will receive assistance w/ basic needs (clothing, food, hygiene products, etc.) 50% will attend Parent Education and support classes 100% will have birth certificate or state identification card 100% will have cell phones Calculate length of jail stay Termination notice form 	<ul style="list-style-type: none"> 100% of eligible participants enrolled (i.e., sign consent to treat, ROI) 100% of eligible participants engaged in services post-release 100% of participants offered engaged family/support members (as relevant) 35% of participants accessing post-release housing, mental health services, and drug treatment 100% of linked services by type % of eligible participants on Probation or Court Supervision 100% medication voucher used % returning to jail or sentence revoked within 30,60,90,120,180 days of release LSIR scores % of participants terminated from program (failure to <u>engage</u> <u>on</u> contact, or last contact after 30 days) % of participants reengaged in program % Certification/GED 	<ul style="list-style-type: none"> Enhanced public safety Reduced recidivism among target population 50% of participants not rearrested or have reduced rearrests Reduced jail use among target population Shorter pre-trial length of stays Reduced returns to jail Reduced length of return jail stays Program completion rate will be 30% 20% reduced relapse/drug use 40% of those referred for mental health and substance abuse services will remain in treatment compliance 50% increase mental health/functioning (self-report) 75% increased housing stability 60% increased family/pro-social supports/ social stability 50% reduction in violations among targeted population 50% of those in mental health treatment will demonstrate an improvement in mental health status 50% obtain and 30% /maintain eligible employment for 90 days

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

DEBRA A. BOBO

Professional Summary

Skills

Clerical Customer and Personal Service
Judgment and Decision-Making Social Perceptiveness
Transportation Therapy and Counseling
Food Production

Experience

Certified Peer Recovery Specialist

Nicasa Behavioral Health Services – Round Lake, IL

Connect the clients with resources in Lake County based on their needs, before and after release. Assist clients in identifying positive behavioral choices. Offering support and encouragement regarding a wellness recovery action plan. 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. (Certified Assessment Referral Specialist)

Facilitating Risk Reduction/ Alcohol and Other Drug Abuse classes.

(Family Advocacy Specialist)

Assisting and supporting struggling families with minor children. Facilitating Parenting classes and connecting families with resources based on their needs. Create, maintain, and enter information into databases.

(Client Services Representative)

Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals. Collect, apply and deposit money. Set up and manage paper or electronic filing systems, recording information, updating paperwork, or maintaining documents, such as attendance records, correspondence, or other material. Schedule and confirm appointments for clients.

(Child Care/Transportation Specialist)

Transporting clients and their children to and from treatment. Providing child care for their children. Setup food for clients during meal time and maintaining a Food Service Sanitation Certification. Create, maintain, and enter information into databases.

Loan Officer

Flagstar Bank Home Loan Center – Gurnee, IL

In 1990 I began working for CTX Mortgage Company for 11 years. Upon returning in 2007, they were known as Charter Funding and then Flagstar. Responsibilities included meeting with applicants to obtain information for loan applications and to answer questions about the process. Working with clients to identify their financial goals and to find ways of reaching those goals. 34684 Peterson Avenue, Ingleside, IL 60041

Ph: 224-577-8698

dbobo@nicasa.org

goals. Analyzing applicants' financial status, credit, and property evaluations to determine feasibility of granting loans. Confer with underwriters to aid in resolving mortgage application problems and granting loan approvals.

Education

Studied Special Education

University of Wisconsin-Oshkosh – Oshkosh, WI

Attended 1 year of college.

Illinois Department of Financial & Professional Regulation – Springfield, IL

2005 Licensed Loan Officer

Inactive status

LAODAPCA

2012 Certified Assessment Referral Specialist

Nicasa

POSITION DESCRIPTION

Program Supervisor

The Program Supervisor is expected to foster a reputation for excellence, responsiveness, conscientious care, accurate and timely reports and paperwork, building of teamwork, in a personable and professional manner at all times.

Qualifications

Licensed social worker or professional counselor with 5 years-experience in social services or behavioral health field. Minimum of 2 years supervisory experience required. Bilingual a plus.

Skills

- Interpersonal skills to work as a Team Leader to create a therapeutic environment and motivate staff and clients
- Implementing goals, objectives, policies, processes, procedures, and work standards
- Overseeing and performing complex problem resolution activities.
- Maintaining and directing the maintenance of accurate records, accounts and files.
- Planning, supervising, reviewing and evaluating the work of staff.
- Fostering an atmosphere of teamwork
- Communicating clearly both verbally and in writing.
- Ability to successfully implement a program strategic plan to increase productivity, and the quality and efficiency of services provided.
- Acting in a consultative manner with staff and senior management

Reports to

Director

Duties/Responsibilities

- Intensive case management to include the coordination of wrap around services and engagement of family and significant others in the treatment process.
- Complete assessments to document the needs of the client, level of care recommended, and the service programs needed.
- Provide effective, motivational leadership to staff.
- Communicate effectively and provide timely feedback on techniques and strategies to ensure staff are properly trained and knowledgeable.
- Create actionable case management plans that are incorporated within measurable standards that meet key program and process requirements.
- Organize client flow to ensure efficiency.
- Provide crucial guidance along with traveling with staff to various case management appointments as needed.
- Collaborate with referral sources, partnering agencies, and other community stakeholders to facilitate ongoing responsiveness to the needs of the clients.
- Coordinate program services and program evaluation

- Arrange and provide as necessary coverage to ensure all scheduled and unscheduled services are provided.
- De-escalate situations where clients, staff, or guests are in distress, maintaining a respectful and helpful attitude at all times.
- Conduct regular staff meetings, assigning agenda to other staff as needed to ensure meetings occur even in the event of an absence.
- Provide supervision for program staff, documenting all formal supervision sessions, as well as informal sessions with important content.
- Engage in staff development, helping to identify areas of need for ongoing supervision, further training, and/or corrective action.
- Conduct periodic performance appraisals with program staff, documenting progress, areas for improvement, and plans for corrective action.
- Respond to staff, client, referral source, or other stakeholder feedback, consulting with supervisor as needed, and communicating to supervisor regarding feedback and response.
- Conduct case-reviews to ensure client goals are being met.
- Monitor staff productivity and engage in problem-solving, corrective action, when staff are under-performing.
- Follow all policies and procedures outlined in the Clinical Manual, Personnel Manual, and Emergency Preparedness binder, as well as all agency procedures applicable to job function not contained in manuals.

EXHIBIT C
Lake County SJC Draft Budget



Budget Template October 1, 2018 - September 30, 2020

Cost Category	Year 1	Year 2	Total
I. Personnel			
1 Clinical Supervisor (1FTE \$50,000 each year)	\$62,500	\$62,500	\$125,000
1 Case Managers (1FTE \$42,000 each year/12mos x 5mos)	\$21,875	\$52,500	\$74,375
1 Peer Specialist (1FTE \$34,000 each year/12 mos x 5 mos)	\$17,750	\$42,500	\$60,250
1 Data Coordinator/Analyst (1FTE \$50,000 year)	\$62,500	\$62,500	\$125,000
1 Probation Officer (1FTE \$44,457 year)	\$0	\$71,553	\$71,553
*Fringe Benefits (Nicasa 25%) included in budget calculation)			
II. Professional Services			
Racial and Ethnic Disparity Event Speakers	\$5,000	\$10,000	\$15,000
Telephone (monthly 5 phones X \$40x12)	\$1,840	\$2,400	\$4,240
Internet Services (\$15 mo x 5 ee x12 mos)	\$900	\$900	\$1,800
Flex Funding for housing, utilities, transportation, and education	\$20,125	\$32,389	\$52,514
SDSC Modification of Public Defender Themis CMS	\$5,000		
III. Data Enhancements (e.g., IT system improvements, technology, staff)			
Court Text Notification System	\$35,000	\$25,000	\$60,000
IV. Equipment and Hardware			
3 laptops, 3 cell phones, and software	\$4,000	\$3,000	\$7,000
V. Travel (e.g. airfare, hotel accommodations, food and incidentals)			
Local staff travel 3000 miles x.50	\$1,500	\$1,500	\$3,000
Grant meeting travel	\$13,000	\$13,000	\$26,000
VI. Meeting Expenses (e.g., meeting space, food and supplies)			
Office Supplies (\$150 x 12)	\$1,800	\$1,800	\$3,600
Meeting Space, Food for training events and misc.	\$3,000	\$6,000	\$9,000
VII. Indirect Costs (not-to-exceed 15%)			
Nicasa 15%	\$24,203	\$32,465	\$56,668
Total	\$279,993	\$420,007	\$700,000

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, effective May 21, 2019 ("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
18 N. County Street
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

By: _____

Print Name: John D. Idleburg

Print Title: Lake County Sheriff

Date: _____

BUSINESS ASSOCIATE

By: Bruce N. Johnson

Print Name: Bruce N. Johnson

Print Title: Chief Executive Officer

Date: 1/29/2019

EXHIBIT E
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: John D. Idleburg,

Title: Sheriff

NICASA



Signature of Authorized Representative

Name: Bruce N. Johnson

Title: Chief Executive Officer