



AGENDA ITEM # 12A

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
January 28, 2019**

Item Title: **Interagency Professional Services Agreement between the Village of Roselle and the DuPage County Health Department**

Staff Contact: Police Chief Steve Herron

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to sign an Interagency Professional Services Agreement between the Village of Roselle and DuPage County Health Department for behavioral health support services.

Executive Summary:

In July, 2018 the Village of Roselle applied for a grant through the Bloomingdale Township Mental Health Board for a part-time mental health counselor. In November, 2018 the Village was awarded a grant in the amount of \$37,000. The grant will cover the cost for one part-time mental health counselor to provide behavioral health support services at the Roselle Police Department. On average, the counselor will work 22.5 hours per week.

The Village and the DuPage County Health Department will work cooperatively to provide the services. Specifically, the Village will pay the County to provide a mental health counselor/therapist for counseling services and emergency mental health services. The specific services provided by the County counselor are outlined in Exhibit A of the attached Interagency Professional Service Agreement.

Implications:

Is this item budgeted? Yes, the FY 2019 budget includes \$37,000 for these services.

Any other implications to be considered?

Attachments:

Interagency Professional Services Agreement

RESOLUTION NO. 2019-

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND DUPAGE COUNTY HEALTH
DEPARTMENT FOR BEHAVIORAL HEALTH SUPPORT SERVICES**

WHEREAS, the Village of Roselle and DuPage County Health Department are public agencies that want to work cooperatively to address the mental health needs of individuals who are in contact with the Roselle Police Department; and

WHEREAS, it is deemed in the best interests of the Village of Roselle to enter into an agreement with the DuPage County Health Department to provide specific expertise, knowledge and resources to address mental health needs in the community.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the attached Agreement entitled "Interagency Professional Services Agreement" between the Village of Roselle and DuPage County Health Department for behavioral health support services is hereby approved and the Mayor is authorized to execute and Village Clerk directed to attest to this Agreement.

ADOPTED this 28th day of January, 2019.

AYES:

NAYS:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patty Burns, Village Clerk

FINAL 01-25-19 (PM)

INTERAGENCY PROFESSIONAL SERVICES AGREEMENT

This INTERAGENCY AGREEMENT (hereinafter 'Agreement') is effective as of the _____ day of _____, 20____, and is entered into by and between the DuPage County Health Department (hereinafter "Health Department") and the Village of Roselle (hereinafter "Roselle").

RECITALS

WHEREAS, it is desirable for the Health Department and Roselle to work cooperatively to address the mental health needs of individuals who are in contact with the Roselle Police Department; and

WHEREAS, the Health Department and Roselle seek to partner to address and provide linkage to treatment for individuals involved in the criminal justice system with mental health needs; and

WHEREAS, the Health Department and Roselle each have specific expertise, knowledge and resources which, when combined, can provide the enhanced synergism necessary to address the prevalence and recidivism of individuals with mental health needs and provide linkage to treatment for those individuals; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing on the __ day of _____, 2019 and continuing for one year ("Initial Term"), unless terminated sooner as provided herein. Upon conclusion of the Initial Term and upon agreement by the parties, the Agreement may be renewed for successive one year terms, under the same provisions and conditions as set forth herein;
3. **Scope of Services:** The Health Department and Roselle agree to work cooperatively to provide certain services as set forth in Exhibit "A" which is attached and incorporated herein at such times as are mutually agreed upon by the parties.
4. **Compensation:** Roselle will compensate the Health Department, thirty-seven thousand and no/dollars (\$37,000.00) to cover the personnel costs of the staff designated by the Health Department to work directly with Roselle. The Health Department will submit monthly time sheets to Roselle to verify hours worked for Roselle (Bloomington Township residences). The Health Department will invoice Roselle in four equal installments of \$9,250 on a quarterly basis for payment of funds received from the Bloomington Township Mental Health Board. Payment to the Health Department for the "Services" shall come solely from funding provided to Roselle through the Bloomington Township Mental Health Board pursuant to a grant it receives from the State of Illinois in accordance with the Illinois Community Mental Health Act [405 ILCS 20/0.1 et seq] (Funding) and not from general revenues or other Roselle funds. If Roselle does not receive Funding it shall not have the obligation to pay.
5. **Ownership:** Unless otherwise provided by law, all documents, products and/or other materials

produced by the Health Department in providing certain services shall at all times be and remain the property of the Health Department. All of the foregoing items shall be delivered to the Health Department in a timely manner and as completed.

6. **Personnel:** The Health Department will designate Health Department personnel it deems necessary for this project. Any such personnel shall be under the control/direction of the Health Department as to the performance of their duties in providing certain services and the Health Department shall be responsible for all employee benefits it chooses to extend to them and for all applicable statutory protections accruing to them. Upon execution of this agreement, the Health Department will identify a qualified candidate with the appropriate orientation and training completed within ninety (90) days to serve in the Counselor/Therapist position.

The Roselle Chief of Police will designate a Roselle employee as the primary point of contact for the Health Department assigned Therapist/Counselor. The employee will be the primary liaison between the Health Department Therapist/Counselor and Roselle for the providing of mental health services pursuant to this Agreement.

7. **Ongoing Evaluation:** The month after the completion of each quarter (April, July, October and January) status meetings will be held at the Roselle Police Department with the Chief of Police (or designee), the Roselle Police Employee designated as the point of contact for the Health Department assigned Therapist/Counselor, the Therapist/Counselor, and other health department staff, as needed, to discuss and evaluate the progress of the past quarter. This meeting will also be utilized to evaluate the effectiveness of this program and if needed mutually suggest changes to proactively support the future needs or direction of this program.

8. **Hold harmless/Indemnification/Insurance:** To the greatest extent permitted under Illinois law the Health Department shall defend, indemnify and hold harmless Roselle and Bloomingdale Township, (hereinafter “Indemnitees”) their elected and appointed officials, employees, agents and assigns from any and all claims, actions, causes of action, injuries, deaths, damages, costs, including reasonable attorney’s and expert witness fees. arising from of in consequence of the Health Departments, its employees or independent contractors, errors or omissions in the performance of any and all services provided by it pursuant to this agreement. Nothing in this agreement shall be interpreted to waive any privileges or immunities of the Health Department or Indemnitees, as those privileges and immunities relate to the provision of services to third persons who are not parties to this Agreement the Health Department and Indemnitees specifically stating that there are no third party beneficiaries to this Agreement. In furtherance of this provision the Health Department and any independent contractors used by the Health Department under this agreement shall carry and maintain professional errors and omissions insurance, which may include self-insured retentions for the Health Department, in a minimum amount of One million dollars per occurrence.

9. **Termination:** Either party may terminate this Agreement upon thirty (30) days written notice, and the parties may also mutually agree to terminate the Agreement at any time Upon termination, this Agreement shall be and become of no further force and effect and each of the parties shall be relieved and discharged of their respective obligations from the date of termination, except that indemnification shall survive termination and the Health Department shall be compensated for its service up to the date of termination.

10. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or

amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DUPAGE COUNTY HEALTH DEPARTMENT VILLAGE OF ROSELLE

By: _____

By: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A - Behavioral Health Support Services

The Health Department will provide one (1) Counselor/Therapist position to support the Village of Roselle Police Department up to 22.5 hours per week Monday through Friday. Additional hours could be added with mutual written agreement between the Health Department and Roselle at an additional cost to be determined and agreed upon in writing by both parties.

A primary point of contact within the Roselle Police Department will be assigned to meet daily with the Health Department staff regarding new referrals and updates on individuals previously involved in outreach.

Roselle will provide semi-private office space and a private space near the lobby of the Roselle Police Department for the Counselor/Therapist to work.

Roselle will provide credentials for the Counselor/Therapist so they may access the secured employee wireless network while at the Roselle Police Department.

Counselor/Therapist Credentials:

- Current clinical license, LCPC, LCSW, or eligible to receive a license within six months
- Successful completion of Basic Patrol Operations for Civilians, or equivalent as deemed necessary by the Roselle Police Department
- Valid first aid/CPR qualification and AED certification
- Successful completion of background checks as deemed necessary by the Roselle Police Department

Services Provided by the Counselor/Therapist:

- Provide follow-up visits within the community to determine behavioral health needs and refer to appropriate level of care.
- Research available behavioral health history through the Health Department electronic record system
- Share minimally necessary clinical information with the officer in order to effectively perform duties and maintain compliance with Health Insurance Portability and Accountability Act (HIPAA).
- If requested by Counselor/Therapist, conduct in-person evaluations to determine needs and level of care with the assigned officer.
- Based on level of care, facilitate any needed clinical intervention (ex: linkage to new outpatient services, community resources, support groups, completion of petition and/or certificate for involuntary hospitalization).
- Provide additional follow up appointments with individuals as needed to ensure linkage is successful.
- Document client activities according to Health Department policies and procedures and share minimally necessary clinical information with the Roselle Police Department in order to effectively perform duties and maintain compliance with Health Insurance Portability and Accountability Act (HIPAA).
- The Counselor/Therapist will meet, as necessary, with additional community stakeholders such as schools, health care providers and/or private and public mental health service providers.
- In some situations, the Counselor/Therapist may be able to respond with Roselle Police in real time to calls with a behavioral health component.
 - After the assigned hours of the Counselor/Therapist, Roselle Police Employees or Residents of Roselle, or Bloomingdale Township may contact the below resources for services:24/7

Hotlines including: DuPage County Crisis Line 630-627-1700 and National Suicide Prevention Lifeline 800-273-TALK

- Crisis Walk-in services available at the Community Center for evaluations to determine level of care needs and provide support and brief intervention to DuPage County residents in need
- Mobile Response Screening Services to assess level of care needs
- Crisis Residential (Respite) Services
 - 12 bed unit that provides short term-psychiatric stabilization to DuPage residents over the age of 18 experiencing an increase in psychiatric symptoms impacting their ability to function.

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