



DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract for Services Early Intervention Drug Treatment Program

Submitted by: Jeffery R. Jefko, Sr.

Date Submitted: May 27, 2010

Examined by: KC Simpson
(Print name)

[Signature]
(Signature)

5-29-2010
(Date) OK

Comments: This is the contract for the Early Intervention Services I have attached a copy of the resolution 10-152. This was approved by the full County Board on May 11, 2010. _____

Chairman signed: Yes No 6-4-10
(Date)

Document returned to: J. Jefko

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 10 - 153

**EARLY INTERVENTION PROGRAM CONTRACT
(Kane County Court Services)**

WHEREAS, bids have been solicited and received for the purchase of contractual services for the Early Intervention Program for substance abuse assessment and education; and

WHEREAS, the lowest responsible bidder for supplying the requested services is Professional Consultations, Inc., whose fee structure includes all direct and indirect costs for services to allow for the greatest amount of services to offenders for the One Hundred Thousand Dollars (\$100,000) available for the project through Probation Fees fund.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof be, and hereby is, authorized to execute a contract with Professional Consultations, Inc., for a term of one year beginning June 1, 2010 and ending May 31, 2011 with an option by Court Services to terminate the contract with 30 days notice or extend the contract by agreement for two additional one year periods. The total cost to Court Services shall not exceed the sum of One Hundred Thousand Dollars (\$100,000) per year.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
270.430.460.55000	Misc. Contractual Expenses	Yes	Yes	n/a

Passed by the Kane County Board on May 11, 2010.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____

5EIP



**CONTRACT FOR SERVICES
EARLY INTERVENTION DRUG TREATMENT PROGRAM**

PURCHASER: **KANE COUNTY COURT SERVICES**
Kane County Judicial Center
37W777 Rte. 38, Suite CS100
St. Charles, IL 60175-7532
(630) 232-5805

CONTRACTOR: **Professional Consultations Inc**
745 S. Eighth St.
West Dundee, Il. 60118
(800) 428-7260

This contract for professional services is by and between Professional Consultants, hereafter referred to as the Contractor, and Kane County Court Services, hereafter referred to as the Purchaser.

1. **SERVICES RENDERED** – The Contractor agrees to provide comprehensive substance abuse assessments and group education/therapy to individuals referred by Kane County Court Services as outlined in the attached program plan outlined in the attached Exhibit 1. . The treatment program will include comprehensive substance abuse assessment, education and treatment of individuals who have been deemed appropriate for outpatient treatment services. Services will be available to clients throughout the Kane County area with program sites located in St. Charles, Elgin and Aurora. Services will also include education sessions with residents of the Challenge Program located at the Juvenile Justice Center.

2. **PAYMENT FOR SERVICES** – The Contractor shall receive reimbursement for services rendered based on the following rate schedule:

Individual Assessments	\$75.00 per assessment
Group Education	\$25.00/ per three hour session,(2 sessions required/1 therapist)
Group Education-Challenge Program	\$30.00 per hour/session
Choices/Options Program	\$225.00
Links/Solutions Program	\$225.00
Individual/Family Counseling	\$50.00 per hour/session

Payment for services rendered shall be made upon monthly summaries of Work completed, contacts made, and total time involved in each contact.

3. **MAXIMUM PAYABLE** – The maximum payable under the terms of this Contract is \$100,000 per year.

4. **EFFECTIVE DATE** – This contract shall become effective June 1, 2010, and shall terminate May 31, 2011, with an option to renew for two additional one year periods by agreement of both parties.

5. **GEOGRAPHIC AREA SERVED** – The contractor agrees to provide treatment services to clients throughout the Kane County area as referred by Kane County Court Services with assessments being completed at three probation office sites..

6. **TERMINATION** – Each party reserves the right to terminate this contract at any time with or without cause, with thirty days (30 days) written notice to the other party. In the event of termination by the contractor, the contractor agrees to complete the education classes of all individuals enrolled in the program at the time of the termination. The contractor will be compensated for services to those individuals based on the schedule set forth in paragraph 2 of this contract. If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor. In the event of default or non-compliance with the terms of this Contract such termination shall be given in writing on the day of said occurrence. In the event of termination, the contractor will be paid for services rendered to the date of termination.
7. **NON-DISCRIMINATION** – The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, the Constitution of the United States, and the 1970 Constitution of the State of Illinois and any laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, sex, religion, national origin, or inability to speak or comprehend the English language.
8. **VOUCHERS** – The Purchaser agrees to pay all invoices in compliance with the provisions of the Illinois Local Government prompt payment act. (50ILCS505/1 et seq). Payment for services shall be rendered upon the submission of monthly summary of work completed and time involved on each date. This shall be accounted for by the Contractor and submitted by the 5th working day of each month for services rendered during the preceding month.
9. **CONFIDENTIALITY** – The Contractor agrees that any information obtained concerning persons served by the Program shall remain confidential. The Contractor agrees not to disclose any information concerning said persons without prior approval of the Individual and the Purchaser.
10. **LIABILITY** – The Purchaser assumes no liability for actions of the Contractor under this contract. The Contractor agrees to hold harmless the Purchaser against any and all liability loss, damage, cost, or expense arising from wrongful or negligent acts of Contractor which the Purchaser may sustain, incur, or be required to pay as a result of Contractor's performance under this Contract.
11. **INDEMNITY**-The contractor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from the contractor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over the contractor's performance of this contract and the contractor's violation of any of the terms and conditions of this agreement, and from the contractor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's performance thereunder.
12. **INSURANCE** – The Contractor and all subcontractors shall provide a Certificate of Insurance naming Kane County as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to Kane County prior to cancellation or modification of the policy.

- a. Commercial General Liability insurance including Products/ Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability with the exclusion pertaining to explosion, collapse and underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- b. Business Automotive Liability Insurance including owned, hired and non-owned automobiles with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- c. Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the worker's Compensation and Occupational; Disease Act, the contractor shall provide, and shall cause subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- d. Umbrella Liability:
Aggregate Limits \$2,000,000

- e. Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:
Aggregate \$1,000,000

- f. Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policy.

- g. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

13. **MONITORING AND EVALUATIONS** - The Contractor agrees to maintain such records as may be required by the Purchaser.

Douglas J. Milliman 5-26-10
Contractor's Signature Date

Korey McComan
Purchaser's Signature Date

DOUGLAS J. MILLIMAN SECRETARY
Contractor's Name and Title Date
(Please print or type)

Purchaser's Name and Title Date
(Please print or type)

**PLEASE
&**

EXHIBIT 1

STATEMENT OF WORK FOR EARLY INTERVENTION PROGRAM

- I. SCOPE OF SERVICES:** The contractor will provide the following:
- A. Substance Abuse Assessment (with primary diagnosis of substance abuse, not alcoholism)
 - 1. Assessment of severity of drug abuse
 - a. Recommendation for treatment and/or education as assessed
 - b. Submission of written reports within 30 days of assessment
 - B. Substance Abuse Services/Counseling
 - 1. Incorporating relapse prevention strategies
 - 2. Utilizing self-help groups
 - 3. Provide appropriate referral to Early Intervention program listed in the contract for services.
 - C. The contractor agrees to allow Court Services staff to visit assessment interviews, upon proper notice.
 - D. The contractor shall certify that they are a Drug-Free Workplace
- II. PROGRAM PLAN:** The contractor will provide:
- A. An assessment of substance abuse for both juvenile and adult probationers.
 - B. Appropriate referral to Early Intervention program listed in the contract for services.
 - B. An education program to minors in the Challenge Program residential placement.

All proposals will identify outcome goals that measure the impact of the substance abuse treatment program. The program goals are indications of service delivery.

- III. OUTCOME REQUIREMENTS:** The contractor will:

- A. Maintain a satisfactory assessment of completion rate of at least 75%, as determined by completion of the assessment report within five (5) business days of the completion of assessment appointment.

- B. Provide resource information for probation staff to link every offender with appropriate treatment services as identified in assessment process based on offender's needs.
- C. Provide one monthly written progress report on all offenders serviced by contract agency.
- D. Supply appropriate agency specific releases of information allowing reciprocal interagency communication.