

APPROVING A LAW ENFORCEMENT EMBEDDED SOCIAL WORKER AGREEMENT WITH NORTHWESTERN MEDICINE BEN GORDON CENTER.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, DeKalb Behavioral Health Foundation, Inc., d/b/a Northwestern Medicine Ben Gordon Center has agreed to provide social work crisis services to be used in association with the police protection or service provided by the City pursuant to a grant given by DeKalb County, subject to the terms and conditions set forth in the same or substantially similar form as the Law Enforcement Embedded Social Worker Agreement attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that it is in the best interests of the City's welfare, public health, and safety to approve the Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals set forth in the preamble are true, material and incorporated herein by reference as Section 1 to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, direct and ratify the Agreement and its execution by the City Manager in the same or substantially similar form as Exhibit A attached hereto and incorporated herein.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: The City Clerk or the Executive Assistant shall be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 13th day of July 2020 and approved by me as Mayor on the same day. Passed by A 7-0-1 roll call vote. Aye: Morris, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Finucane.

ATTEST:


RUTH A. SCOTT, Executive Assistant




JERRY SMITH, Mayor

LAW ENFORCEMENT EMBEDDED SOCIAL WORKER AGREEMENT

This Law Enforcement Embedded Social Worker (the "Agreement") is made this 1st day of July, 2020, by and between the City of DeKalb (the "City"), an Illinois home rule municipal corporation, and DeKalb Behavioral Health Foundation, Inc., d/b/a Northwestern Medicine Ben Gordon Center ("NMBG" or the "Center"), an Illinois not-for-profit corporation, collectively referred to as the Parties, and in consideration of the promises, undertakings, and covenants hereinafter set forth, agree as follows:

RECITALS

WHEREAS, NMBG agrees to provide social work crisis services (the "Services") to be used in association with the police protection or service provided by the City's Police Department, pursuant to a grant (the "Grant") given by the County of DeKalb, Illinois (the "Program"); and

WHEREAS, the Parties desire to establish their respective duties and responsibilities associated with the Program;

Now, therefore, the Parties agree as follows:

1. Program. NMBG agrees to provide no less than 30 hours per week (for approximately 48 weeks per year) of Services from a social worker in training (the "Social Worker in Training"), who shall be supervised by a licensed clinical social worker (the "Licensed Social Worker") who is duly licensed by the State of Illinois and who is competent and in good standing with the Illinois Department of Financial and Professional Responsibility, for the purpose of serving as a supervisor to the law enforcement embedded Social Worker in Training to be used in association with the Program.

2. Cost. Except as otherwise provided by this Agreement, the City shall have no obligation to pay to NMBG any costs associated with the Program. The cost of the Program shall be paid pursuant to the Grant.

3. Duties. While performing the Services, the duties of the Social Worker in Training shall be exclusively assigned and determined by the City in consultation with the Center, and said duties shall be within the scope of the Grant. The City shall provide the Social Worker in Training and the Licensed Social Worker with the use of City facilities (e.g., office space, telephone, fax, internet, copy machine, police protective equipment) that are reasonably necessary to perform said duties as determined by the City's supervisor (the "City Supervisor") responsible for the daily operations of the Program. The Social Worker in Training shall report daily to the City Supervisor. The City Supervisor shall supervise the daily operations of the Social Worker in Training, on behalf of the City, and in coordination with the Licensed Social Worker and/or Center. The Social Worker in Training shall comply with all lawful directives given by any City police officer, except if said directive violates the Social Worker in Training's professional and ethical responsibilities, the Social Worker in Training shall promptly communicate this to the City police officer issuing the directive and the City Supervisor. The Social Worker in Training shall further comply with the City Police Department's rules, regulations, policies, and standard operating procedures.

4. Staffing. NMBG shall determine the Social Worker in Training. The City, at its sole discretion, shall be allowed to request the removal of the Social Worker in Training. NMBG shall promptly comply with the City's reasonable request to remove the Social Worker in Training, but in the event that the City requests removal of the Social Worker in Training, NMBG is not obligated to provide a replacement Social Worker in Training

5. Employment. The City shall have no responsibility whatsoever for the compensation, salary, wages, benefits, insurance coverages, Workers' Compensation Act payments, and all other obligations that an employer may have to an employee under local, state, and federal laws for any NMBG employee, officer, agent, contractor, or volunteer participating in the Program.

6. Records. It is understood that NMBG, the Social Worker in Training and the Licensed Social Workers will not create or prepare records for the City and that all records created by NMBG, the Social Worker in Training and the Licensed Social Worker shall be the private business records of NMBG, and shall not be subject to the FOIA (5 ILCS 140/1, *et seq.*) or the Local Records Act (50 ILCS 205/1, *et seq.*). In general, NMBG, the Social Worker in Training, and the Licensed Social worker will not create a record regarding the Services until the subject consents to treatment, and then any such record is a privileged and confidential patient record created by and for, and in the possession of, NMBG. This Agreement, however, shall be a public record pursuant to the FOIA and Local Records Act. Notwithstanding anything to the contrary contained herein, should the City receive a FOIA request for records relating to the Program that are subject to FOIA and that are kept exclusively within NMBG's possession and control, the City shall immediately notify NMBG of said request, and NMBG may either produce the records to the City within five (5) business days or request that the records, or portions thereof, be withheld pursuant to the exemptions provided by law. If NMHC requests that any records or portions thereof be withheld in response to a FOIA request and the City disagrees with that request, then NMHC agrees to defend and indemnify the City and its officers, employees, and agents from any and all claims, liabilities, costs, penalties, and reasonable attorney's fees arising out of said request, including but not limited, any causes of action under the FOIA.

7. Protected Health Information. The Parties acknowledge that NMBG and the Social Worker in Training are obligated to follow laws and regulations regarding the confidentiality of protected health information, including without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") and the Illinois Mental Health and Developmental Disabilities Confidentiality Act. The Parties also acknowledge that the Program may request NMBG and the Social Worker in Training to disclose protected health information, as that term is defined by applicable law, to the City, which disclosure shall be in NMBG's sole discretion and in accordance with applicable law.

8. Indemnification and Limitation of Liability. To the fullest extent permitted by Illinois law, the Parties shall indemnify and hold harmless each other and their respective officers, employees, and agents from and against any and all causes of action, claims, liabilities, injuries, damages, losses, expenses, court costs, and reasonable attorney's fees to the extent arising out of their own negligence or willful and wanton conduct in connection with the Program.

Notwithstanding anything to the contrary contained herein, the Parties shall be entitled to assert any immunities, privileges, or defenses that they may have under the law. In no event shall either Party's indemnification obligations exceed \$1 million. The indemnification obligations and limitation of liability herein shall survive the termination of this Agreement.

9. Insurance. The Parties represent that they are self-insured, and they agree to maintain, at their own cost, during the term of this Agreement, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Professional Liability (Malpractice) Insurance, and Automobile Insurance, with an aggregate limit including coverage under excess policies, of not less than \$2,000,000.00.

10. Term. The term of this Agreement shall be from July 1, 2020 until June 30, 2021, or throughout the term of the grant for the Program, whichever shall expire first. This Agreement shall remain in force thereafter, until replaced or superseded by a subsequent agreement between the Parties, or until either party gives the other party not less than fifteen (15) days written notice of termination. NMBG has right to terminate immediately upon loss of grant funding for Services.

11. Notices. All notices given under this Agreement shall be in writing and delivered to the City at City of DeKalb, City Manager's Office, 164 E. Lincoln Hwy, DeKalb, IL 60115, and to NMBG at 12 Health Services Drive, DeKalb, IL 60115 (Attention Kimberly Volk) with copy to Office of General Counsel, 211 E. Ontario Street, Ste. 1800, Chicago, IL 60611.

12. Venue. The sole venue for any causes of action or claims under this Agreement shall be the Circuit Court of DeKalb County, Illinois.

13. No Joint Venture and Third-Party Beneficiaries. This Agreement is not intended to and shall not be construed as creating an agency, joint venture, or partnership relationship between the Parties or giving any third-party any interests or rights with respect to this Agreement.

14. No Personal Liability. The Parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the City are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

15. Authority. The Parties represent that the signatories to this Agreement have authority to execute this Agreement on behalf of the City or NMBG, and that this Agreement shall require the subsequent approval by the City's Corporate Authorities as provided by law.

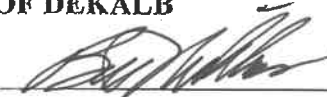
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

(Intentionally Omitted For Signature Page)

ATTEST:

By: _____

CITY OF DEKALB

By: 
Bill Nicklas, City Manager

ATTEST:

By: Brianne MacMullen

Title: Accountant

**DEKALB BEHAVIORAL HEALTH
FOUNDATION, INC.**

By: Kimberly R. Volk, LPC, CEAP

Its: DIRECTOR