

DATE: June 23, 2021

TO: Bill Nicklas, City Manager

FROM: Joshua Boldt, Assistant City Manager
David Byrd, Chief of Police

SUBJECT: Authorizing a Law Enforcement Embedded Social Worker Agreement with Northwestern Medicine Ben Gordon Center (NMBG).

I. Summary

The DeKalb Police Department and other local police agencies have a longstanding positive relationship with the Northwestern Medicine Ben Gordon Center (NMBG). NMBG's behavioral and mental health services provide law enforcement a referral opportunity to help give citizens a dedicated support when it is needed. Staff is seeking Council approval to renew an annual agreement to extend the Law Enforcement Embedded Social Worker program with the DeKalb Police Department and expand NMBG services to two Law Enforcement Embedded Social Workers at an annual cost of \$67,092.

II. Background

The framework for this program was originally drawn in 2018 with the help of the Department of Justice. During that time, a full use case analysis was given. The primary goal of the grant was to develop a strategic plan in identifying gaps in service in behavioral health police responses. It was determined that an embedded social worker within the Police Department was one of the highest priority items in improving behavioral health service delivery.

As explained and provided for in [Resolution 2020-077](#), the referral program aimed to create Law Enforcement social worker involvement in the event of frequent police callers. Law Enforcement can assess the needs of a caller and involve social workers as needed building an assistance base for the Law Enforcement social worker. The Law Enforcement social worker attempts to build rapport and provide services that reduce the need for Police Officer intervention.

Since the inception of Resolution 2020-077, DeKalb Police Department partnered with NMBG and have a working sample to improve service delivery. City Management had an opportunity to interview and check progress of the program in the October 2021 as the FY2021 Budget was built. The program continues to be best described as a means for law enforcement to bridge linkages between citizen needs and more supportive, long-term resources for behavioral or mental health assistance. In addition to this, the Law Enforcement Social Worker has been an important tool for responding Police Officers to introduce a mental health professional when appropriate and safe to do so.

The City's prior agreement with NMBG was executed at no cost to the City and funded by DeKalb County Mental Health Board. In Resolution 2020-077, the agreement committed a single social worker to the City of DeKalb for approximately 30 hours per week and the remaining local area for 10 hours per week.

The agreement before the Council expands the program to two Law Enforcement Embedded Social Workers (one approximately 30 hours/week; one approximately 40 hours/week).

This requested agreement aligns with the strategic vision set forth by the DeKalb Police Department Community Support Services (CSS) model. Council action on the FY2021 budget provided for the introduction of the CSS division and City Management believes the ongoing pursuit of excellent service delivery will be well improved by this agreement.

III. Community Groups/Interested Parties Contacted

This item will be brought before the City Council on June 28, 2021, at which time there will be an opportunity for public comment.

IV. Legal Impact

The proposed agreement has been reviewed and agreed upon by the City's legal and NMBG's legal team.

V. Financial Impact

As noted in the summary, this agreement will cost the City of DeKalb \$67,092 on an annual basis. This agreement will go into effect if Council approves this Resolution. If Council approves, NMBG has indicated they wish to fill the two positions in July 2021 at which time they will bill the City a pro-rata amount which is estimated to be \$5,591 per month until the beginning of NMBG's Fiscal Year (September 1, 2021 through August 31, 2022). City Management estimates the pro-rata calculation and the annual agreement to have a net cost of \$78,274 (See Exhibit A). Council support is requested.

This expenditure is included in the City's annual budget under Personnel Expenditures in the FY2021 DeKalb Police Department CSS Budget.

VI. Options

1. The City Council may approve the proposed Resolution.
2. The City Council may reject the proposed Resolution. This option is not recommended.

VII. Recommendation

Staff recommends the approval of the proposed Resolution.

RESOLUTION 2021-049

AUTHORIZING 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 which may exercise any power and perform any function pertaining to its government and affairs 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, subject to the terms and conditions set forth in 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 provision 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: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the xxx and approved by me as Mayor on the same day.



COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

LAW ENFORCEMENT EMBEDDED SOCIAL WORKER AGREEMENT

This Law Enforcement Embedded Social Worker (the “Agreement”) is made this 1st day of July, 2021, 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 (“Grant-funded”) given by the County of DeKalb, Illinois and financing provided by the City (“City-funded”) (collectively, 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.** The Program shall include two NMBG employees, one Grant-funded and another City-funded, who will provide the Services. NMBG and the City agree to the following: the Grant-funded employee shall provide no less than 30 hours per week (for approximately 48 weeks per year) and the City-funded employee shall provide no less than 40 hours per week (for approximately 48 weeks per year) of Services. The Grant-funded employee and the City-funded employee shall each be 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 purposes of this Agreement, the Licensed Social Worker shall serve solely as a supervisor to the 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 Grant-funded costs associated with the Program. For NMBG Fiscal Year 2022 (September 1, 2021 through August 31, 2022), NMBG shall invoice the City annually for costs associated for the City-funded employee in an amount not to exceed \$67,092, as further detailed in Exhibit A, attached hereto and incorporated herein. For the remainder of NMBG Fiscal Year 2021 (July 1, 2021 through August 31, 2021), NMBG shall invoice the City the pro-rated portion of the fees associated with the City-funded employee upon the commencement of the City-funded employee’s Services, as indicated on Exhibit A.
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, as applicable, with the use of City facilities (*e.g.*, office space, vehicle, telephone, fax, internet, copy machine, police protective equipment) that are reasonably necessary to perform said duties as determined by the City of DeKalb Police Department Community Engagement Commander, who shall serve as the City Supervisor responsible for the daily operations of the Program. The Social Worker in Training shall report daily to the Community

Engagement Commander. The Community Engagement Commander 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 Community Engagement Commander. 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 or the Social Worker in Training leaves or is terminated by NMBG, NMBG is not obligated to provide a replacement Grant-funded Social Worker in Training; provided, however, that NMBG shall be obligated to use commercially reasonable efforts to provide a replacement City-funded Social Worker in Training within a reasonable timeframe (not to exceed four (4) months) as mutually agreed by the parties. In the event that a replacement for the City-funded Social Worker in Training is not found within a reasonable timeframe, then NMBG shall be relieved of the obligation to provide such Services and shall provide the City with a pro-rated refund of any unused portion of the prepaid fees for the City-funded Social Worker in Training Services.
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 including, but not limited to, the Social Worker in Training.
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 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. The City vehicle provided to the Social Worker in Training shall be insured by the City on a primary basis with right of contribution and with right of subrogation.
10. **Term.** The term of this Agreement shall begin July 1, 2021 and shall end on August 31, 2022, unless it is renewed by mutual written agreement of the parties, or is earlier terminated by either party by giving the other party not less than thirty (30) days written notice of termination. NMBG has the right to terminate the Services of the Grant-funded employee immediately upon loss of Grant funding for Services. If NMBG terminates the Services provided by the City-funded employee pursuant to this Agreement, NMBG shall reimburse the City for any unused portion of the pre-paid fees 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 for claims arising 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 the 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.

ATTEST:

CITY OF DEKALB

BY:

By:

Ruth A. Scott, Executive Assistant

Bill Nicklas, City Manager

ATTEST:

**DEKALB BEHAVIORAL HEALTH
FOUNDATION, INC.**

By:

By:

Title:

Its:

Exhibit A

<i>City of DeKalb - Community Support Services Spreadsheet</i>				Future State 1.0 FTE	
				NMBG FY 2022	
				Annual	
Expense (FY 2021 Budgeted Expense)					
DBH	9505	StrataJazz Est. Expense	ECASP		
			Salaries - Police Liaison	2080	46,800
			Benefits	28%	13,104
			Continuing Education		-
			Supplies - Brochures, Business Cards		-
			Travel		-
			BHS Allocation	12%	7,188
		Total DBH Expense			67,092
FTE Count				FY 2022 Budget	
	9505	City of DeKalb Police Liaison			67,092.48

For the remainder of NMBG FY 2021 (July 1, 2021 through August 31, 2021), the parties agree that the fee for the City-funded Social Worker in Training will be pro-rated based upon the date the City-funded NMBG employee commences the Services.