RESOLUTION 2016-072  
PASSED: JUNE 27, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A HUMAN SERVICES AGREEMENT WITH KISHHEALTH SYSTEM BEHAVIORAL HEALTH SERVICES, BEN GORDON CENTER – DISCOVERY HOUSE, IN THE AMOUNT OF $2,000 FOR HUMAN SERVICES FUNDING BEGINNING JULY 1, 2016 THROUGH DECEMBER 31, 2016.

WHEREAS, the City Council has reviewed and approved the Fiscal Year 2016.5 budget, including provisions for certain human services agencies' request for funding; and

WHEREAS, agreements between the City of DeKalb and various agencies have been prepared as approved providing for the issuance of funds from the General Fund of the City; now

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to sign an agreement with KishHealth System Behavioral Health Services, Ben Gordon Center – Discovery House for funding in the amount of $2,000, a copy of which is attached hereto and made a part thereof as Exhibit “A”.

Section 2. That the City Clerk of the City of DeKalb, Illinois is authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of June, 2016, and approved by me as Mayor on the same day. Passed by a roll call vote of 8-0. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk  
JOHN A. REY, Mayor
HUMAN SERVICES AGREEMENT
BEN GORDON CENTER – DISCOVERY HOUSE

This agreement made this 1st day of July, 2016, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the “City” and Ben Gordon Center – Discovery House, hereinafter referred to as “Grantee,” WITNESSETH:

WHEREAS, the City desires that Grantee provide certain services to the citizens of DeKalb and Grantee has the capacity to provide such services; and,

WHEREAS, the Grantee acknowledges that it is the City’s intention to purchase said services for the citizens of the City of DeKalb under the following guidelines:

1. First priority shall be given to those services which will help meet basic emergency needs such as food, clothing and shelter. Second priority shall be given to those services which are preventative in nature and promote the highest degree of self-support, self-care and self-help. Third priority shall be given to those services which seek to enhance the quality of life of persons whose basic needs are already met. Priority shall also be given to services which primarily benefit low and moderate income residents. The services provided by the Grantee are consistent with these guidelines as explained on the attached Exhibit A, Question No. 5.

2. Services shall address specific documented needs. The services provided by the Grantee address the specific, documented needs as explained on the attached Exhibit A, Question No. 6.

3. Services shall also receive financial support from other community sources. Grantee has attached hereto a copy of its budget for the period that this Agreement covers as Exhibit B, which budget establishes that the Grantee receives at least 96% of its funding from third party sources. A copy of Grantee’s audit or year end financial statement from the most recent complete year of operations is attached hereto as Exhibit C.

4. City funds are used only to support those services directly benefiting DeKalb residents. The City will not subsidize the cost of services to non-residents. Grantee has certified compliance with this requirement by signing the attached Exhibit A.

5. Administrative costs for these services are to be kept to a minimum. Grantee has identified the allocation between administrative costs and program costs as explained on the attached Exhibit A, Question No. 7.

6. These services must be coordinated with other agencies when feasible. Grantee has outlined how services are coordinated with other agencies as explained on the attached Exhibit A, Question No. 8.
7. The City will not fund, but may augment, services which are the responsibility of another public agency or funding source. Grantee has identified any areas where the City's funds are being utilized to augment third party responsibilities as explained on the attached Exhibit A, Question No. 9.

8. City funds are to be used primarily to match or leverage other private or public funds. Grantee has explained how matching or leveraged funds are being sought or obtained as explained on the attached Exhibit A, Question No. 10.

9. The City's intent is to contract for specific services and monitor their effectiveness. Grantee has: a) identified the metrics by which its performance is to be evaluated on an annual basis; b) identified those third parties that provide any review or evaluation of Grantee's efforts; and, c) explained its clearly defined performance evaluation process, as explained on the attached Exhibit A, Question No. 11.

10. Grantee has clearly identified and delineated where any elected or appointed official of the City or any City employee is involved in its programming or receives any direct or indirect benefit, any compensation or any pecuniary benefit of any form by virtue of Grantee's program or the City funding provided hereunder, as explained on the attached Exhibit A, Question No. 12.

11. Grantee has outlined the process by which funds are held by Grantee as explained on the attached Exhibit A, Question No. 13, and all such funds are held by the Grantee in a Grantee-specific checking account with the financial institution identified therein (and not in any personal checking account), unless otherwise indicated therein.

WHEREAS, the parties hereto understand and agree that the Grantee is an independent contractor and not an employee of the City; now,

In consideration of the agreements set forth and other good and valuable considerations, the parties agree as follows:

1. **Term.** The term of this agreement shall be from July 1, 2016 to December 31, 2016. The City or Grantee may terminate this Agreement at any time, upon the provision of thirty (30) days written notice. The City may terminate this agreement at any time based upon the occurrence of a breach of this Agreement, upon the provision of 48 hours written notice.

2. **Scope of Service.** The Grantee shall provide services in accordance with the service plan provided in the original application, a copy of which is attached hereto as Exhibit A.

3. **Hold Harmless.** The Grantee hereby agrees to indemnify, defend and hold the City and its officers, employees, contractors and representatives harmless from and
against any and all such costs, expenses, damages, liabilities, losses and claims which may arise out of, or are related to the services provided by the Grantee under this agreement or which relate to this Agreement or the funding provided herein. The Grantee agrees and acknowledges that the City is not in any way responsible for the conduct or provision of Grantee’s programs or services, and is not responsible for the review, supervision or management of Grantee’s personnel, volunteers, participants, programming or services.

4. **Payment.** The City agrees to pay the Grantee the sum of __Two thousand__ and No/100 Dollars ($2,000.00) for services rendered under this agreement. **Payment will be disbursed in two equal installments, and will be processed upon receipt of the Grantee’s quarterly reports, as required by this funding agreement.** In the event that this Agreement is terminated, no further payments shall be due or payable to Grantee. In the event that the City Council determines that the City’s financial condition does not support making a payment otherwise due under this Agreement, the City may suspend, delay or otherwise cancel payments due hereunder.

5. **Access to Financial Records.** The Grantee agrees to allow the City access to review any and all of Grantee’s financial records as may be determined appropriate to insure the accountability of monies disbursed by the City. The Grantee also agrees to provide the City with a copy of its operating budget and its audit or year-end financial statement for each fiscal year or portion thereof in which the Grantee receives funding under this (or successor) agreements.

6. **Performance Reporting.** The Grantee agrees to send the City a report following every three months of services identifying the number of City of DeKalb citizens that have been provided services under the terms of this Agreement. The Grantee further agrees to send the City a copy of all documentation required to demonstrate its performance or which is identified as a performance-evaluation tool in Exhibit A, Question 11. The Grantee further agrees that it shall provide a verbal report to the City at a regularly scheduled meeting of the City Council at least once annually, and on additional dates as may be requested by the City from time to time.

Quarterly reports shall be provided to the City on or before the 10th day of the following months:

- 1st Quarter – October
- 2nd Quarter – January

7. **Compliance with Laws.** The Grantee expressly covenants and agrees that it shall comply with all applicable laws, including those laws applicable to the use of public funding to the extent that such laws are applicable to programs funded in whole or in part by the City of DeKalb. The Grantee expressly covenants that it shall not discriminate against any person or organization on the basis of any legally recognized protected classification, including but not limited to race, gender, religion, ethnic or cultural background, sexual preference, or other legally
recognized, protected classification, in the provision of its services or use of funding provided hereunder.

8. **Use of Funds.** The Grantee shall only utilize funds made available under this agreement for the provision of services consistent with this agreement, and shall not use such funding for any other purpose, nor for the construction of any real property or improvement to real property, nor for any purpose which constitutes "Public Works" for purposes of the Illinois Prevailing Wage Act.

9. **Grantee’s Organization.** Grantee is organized in the format as described in Exhibit A. For the term of this Agreement, Grantee shall take such actions as shall be required to maintain that form of organization. Grantee shall provide the City with notice of the meetings of its governing board or board of directors, and the City shall have the opportunity to attend such meetings as an *ex officio* member of such governing board; the City shall also have the right to review the minutes of all such meetings.

10. **Grantee-Specific Obligations.** Grantee shall comply with the listing of Grantee-Specific Obligations attached hereto as Exhibit D.

11. **Certification:** Grantee hereby certifies that it shall comply with the contents of this Agreement and the terms of its Application, and certifies that the contents of this Agreement and the Application are true, accurate and correct. The recitals to this Agreement are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the Grantee has caused this agreement to be signed, sealed and attested to by its Chairman of the Board of Directors and Executive Director, on the ___ day of ___July____, 2016, and said City has caused the same to be signed, sealed and attested to by its Mayor and City Clerk as of the date first mentioned in this Agreement.

**BEN GORDON CENTER-**
**DISCOVERY HOUSE**

Board Chairman

**ATTEST:**

Executive Director

**CITY OF DEKALB, ILLINOIS**

John A. Rey, Mayor

**ATTEST:**

Jennifer Jeep Johnson, City Clerk
Exhibit A: Funding Application
FY 2017 HUMAN SERVICES FUNDING APPLICATION
Six Months Funding 7/1/16 to 12/31/16

APPLICATION MUST BE RECEIVED NO LATER THAN APRIL 29TH.
INCOMPLETE APPLICATIONS AND/OR LATE SUBMISSIONS WILL NOT BE CONSIDERED.

Agency Name: DeKalb Behavioral Health Foundation, Inc., doing business as KishHealth System Behavioral Health Services, Ben Gordon Center (BGC)
Mailing Address: 12 Health Services Dr. DeKalb, IL 60115
Agency Director: Kim Volk
Contact Person: Kim Perri
Telephone No.: 815.748.9954 Email Address: kperri@kishhealth.org
Name of Person Responsible for Completing Quarterly Report: Kyle Caron
Telephone No.: 815.756.4875 ext. 239 Email Address: kcaron@kishhealth.org
Program Description: The Discovery House is designed for women who meet criteria for dependency to alcohol or substances and are in need of an intensive outpatient program (IOP) and three quarter way residential housing services to maintain sobriety and develop their skills to live independently. Women must have completed 30 days of inpatient residential services and must be abstinent from substances for at least 30 days. All women residing in the home are required to participate in BCG IOP services as indicated, 12 step community meetings, peer led meetings within the home, are encouraged to participate in community service or employment services as well are linked to our general treatment services to address any co-morbid mental health needs. Children 2-12 (depending on space) may live in the home with their guardian/parent. This program is designed to assist women and families improve their
overall health, income, and potential for education/employment. Women are continually encouraged to learn to accept individual responsibility and control for their choices and health while living in a supportive community environment.

Because Ben Gordon has been acquired by KishHealth System, part of Northwestern Medicine, all grant applications will be submitted through the KishHealth Foundation. This is purely an administrative accounting function, and does not impact current community programming, community benefits, or revenue stream of the Ben Gordon Center. As always, we are still dependent on funding from the community and state to maintain the level of services we are able to offer and to create new programs and services that will bring awareness to and treat those with mental health issues.

Six Month Program Budget: $53,622

Amount of Funding Requested: $2,900

% of Six Month Program Budget: 5%

Total Number of Estimated Program Participants: 8

Total Number of Estimated DeKalb Residents to be Served: 3

% of Six Month Budget: 1%

The following documents must accompany the application:

1. A current listing of the agency’s Board of Directors and terms.
2. The current annual operating budget for the agency.
3. Any descriptive materials of the agency that would help augment the application.
4. Documentation of the agency’s 501(c)(3) status.

The City of DeKalb retains the right to request any and all additional information from the agency it may determine necessary in making funding decisions. This may include, but not limited to, agency audits, articles of incorporation, or any other information deemed appropriate.
The undersigned hereby certifies the information contained in this application is true and accurate to the best of their knowledge and belief.

Name of Authorized Signer:  

Title:  Senior Director of Physician Operations  

Signature:  

Date:  4/29/16  

Please submit application in one of the following methods:

- via regular mail postmarked no later than April 29, 2016 to:
  
  City of DeKalb  
  Attention: Joanne Rouse  
  200 S. Fourth Street  
  DeKalb, Illinois 60115  

- via facsimile dated no later than April 29, 2016 to: (815) 748-2091, Attention: Joanne Rouse  

- via email dated no later than April 29, 2016 to: joanne.rouse@cityofdekalb.com  

**OFFICE USE ONLY:**

Date Application Received:  

☐ Approved – Annual Amount Awarded $________________________ /$________________________ per quarter  

☐ Denied
BOARD LIST

BEN GORDON CENTER (DeKalb Behavioral Health Foundation)

December, 2015

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<th>Name</th>
<th>Affiliation</th>
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<tr>
<td>Kevin Poorten, Chair</td>
<td>President/CEO, KishHealth System</td>
<td>Two Months</td>
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<tr>
<td>1 Kish Hospital Drive</td>
<td></td>
<td></td>
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<tr>
<td>PO Box 707</td>
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<td>DeKalb, IL 60115</td>
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<td>Michael Kokott, Vice Chair</td>
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<tr>
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<td>KishHealth System</td>
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<tr>
<td>PO Box 707</td>
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<td>DeKalb, IL 60115</td>
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<tr>
<td>Kimberly Volk, Secretary/Treasurer</td>
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<td>Two Months</td>
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<td>12 Health Services Drive</td>
<td>KishHealth System</td>
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<tr>
<td>DeKalb, IL 60115</td>
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This is a newly formed Board beginning November 1, 2015 with the acquisition of Ben Gordon Center by KishHealth System.
IRS DETERMINATION LETTER

BEN GORDON CENTER (DeKalb Behavioral Health Foundation)

December, 2015

The 501c3 status for the newly established entity (DeKalb Behavioral Health Foundation) effective November 1, 2015 has been applied for and is pending. A copy of the 501c3 status for KishHealth System has been enclosed and hope it will satisfy this requirement.
Employer Identification Number: 36-3649080
Person to Contact: Tonya Morris
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 04, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1992.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
Exhibit B: Current Year's Budget
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<th>OPERATING REVENUES</th>
<th>YOUTH MENTAL HEALTH</th>
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Exhibit C: Most Recent Completed Fiscal Year's Audit or Year-End Financial Statement

To Follow
Exhibit D: Grantee-Specific Obligations

Grantee agrees and acknowledges that it shall comply with the following obligations, which shall be considered to be an integral component of the Agreement:

To be determined.