

AGREEMENT FOR  
RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES FY20

The Lake County 19<sup>th</sup> Judicial Circuit Court (“Lake County”), Administrative Offices located at 18 N. County, 1<sup>st</sup> Floor, Waukegan, IL 60085 and Gateway Foundation, Inc. (“Gateway”) administrative offices located at 55 E. Jackson, Suite 1500, Chicago, IL 60604 enter into this Agreement for Services to establish coordination of treatment services for Lake County Court Services referrals. Gateway Foundation, Inc. and Lake County Court Services agree to the following:

Lake County will make referrals for residential substance abuse services to be provided by Gateway Foundation.

A. Services provided by Gateway on-site include:

- Biopsychosocial assessment
- Treatment and discharge planning
- A minimum of 25 hours of group and educational services weekly
- Routine nursing, medical and dietary care and education
- 24 hour supervision, 7 days a week
- Case Management
- Recreation activities
- Family education and counseling, when appropriate
- 12-step orientation meetings
- GED preparation, if requested and if instructors are available
- Written progress reports as requested

B. Lake County will provide the following services:

- Participate in case staffing
- Written exchange of information including but not limited to relevant medical, psychiatric and court reports information
- Court appearances
- Site visits when necessary

C. Lake County agrees to reimburse Gateway \$298.98 per day per client for residential treatment services. Based upon the Illinois state rate structure, services such as: assessment, toxicology, psychiatric evaluation, medication management and case management may be charged as separate billable services. A copy of the State uniform FY 2020 reimbursement rates taken from the SUPR Contractual Policy manual, which details the costs of the aforementioned services, is attached. In the event the State of Illinois rates increase the contract rates will increase upon 30 days notice. Invoices will include the participants name and dates of services. Invoices will be submitted to Nineteenth Judicial Circuit and Psychological Services Division.

D. The total contract amount will not exceed \$94,680.00.

E. Acceptance of referrals shall be based on current admission policies and procedures of the Gateway and the availability of beds. Continued stay shall be based on Gateway’s criteria.

- F. Gateway reserves the right to immediately terminate a client for violation of program rules, but shall advise Lake County prior to termination so that Lake County can make arrangements to pick up or relocate the client.
- G. Gateway shall at its own expense procure and maintain profession and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$2 million in aggregate
- H. Gateway shall defend and indemnify Lake County Nineteenth Judicial Circuit Court Services and its directors, officers, corporate affiliates, employees, representative, agents, successors and assigns from and against any and all claims, demands, suites fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including attorney(s) fees) that result from any and all services provided by Gateway to Lake County Nineteenth Judicial Circuit Court Services clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Lake County Nineteenth Judicial Circuit Court Services Indemnitees.
- I. As a healthcare service provider, Gateway is subject to various federal, state, and local statues, laws, ordinances and regulations, including, without limitation, the Healthcare Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and the confidentiality Federal Regulations, 42 CFR, part 2 (“Part 2”) and federal and state AIDS confidentiality statutes, laws and regulations. Lake County acknowledges that Gateway’s client information is protected under applicable federal and state statutes, laws, and regulations. In particular, Lake County acknowledges that in receiving, storing, processing, or otherwise dealing with client records from Gateway, Lake County is bound by all such applicable laws including, without limitation, the confidentiality provision of 42 CFR, part 2, HIPAA, and any applicable state AIDS confidentiality statute and all amendments thereto. Lake County acknowledges that under the confidentiality and privacy regulations contained in 42 CFR, part 2, Lake County shall safeguard the confidentiality and privacy of Gateway’s clients and the clients’ healthcare records, reports and other information related to a client’s condition, treatment, progress and prognosis that are provided or otherwise made available to Lake County pursuant to this Agreement and shall not re-disclose such information without prior written approval by the applicable client (except to the extent otherwise permitted by 42 CFR part 2 and applicable state law).
- J. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.

This Agreement for Services shall commence on July 1, 2019 and shall terminate on June 30, 2020.

3/20/2020

Date

President & CEO  
Gateway Foundation, Inc.

Lake County Nineteenth Judicial Circuit Court

3-17-20

Date