

AGREEMENT #20017
ADULT RESIDENTIAL SUBSTANCE USE TREATMENT

This Agreement is entered into by and between Lake County, on behalf of the Nineteenth Judicial Circuit Court Division of Adult Probation Services, in Lake County (hereinafter the "County") and Cornell Interventions Inc, Operating Woodridge Interventions, 2221 64th Street, Woodridge, IL 60517 (hereinafter Provider).

RECITALS

WHEREAS, the County is seeking the Provider for Adult Residential Substance Use Treatment; and

WHEREAS, the Provider has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this agreement; and

NOW, therefore, the County and the Provider agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The AGREEMENT Documents that constitute the entire agreement between the County and the Provider are:

- A. This Agreement and all exhibit(s) thereto; and,
- B. Request for Proposals (RFP) Number 20017 document
- C. Providers Response to Request for Proposals # 20017 dated January 31, 2020 and all exhibits thereto identified within
- D. Providers Implementation/Project Plan identified within as Exhibit A

In the event of conflict between or among the above Documents, the Documents listed above are in order of precedence.

SECTION 2. SCOPE OF WORK

1. Provide room and board, including the use of a bed with clean linens, three meals daily, bathing facilities and bathing linens.
2. Perform individual and group mental health & substance abuse counseling, including psychological and psychiatric services as needed.
3. Administer all required medication and medication management.
4. Provide Medically Assisted Treatment, if needed, and indicate what medications are utilized.
5. Provide available detox services.
6. Provide an intake assessment, monthly progress reports, and a discharge summary to the Adult Probation and Psychological Services Divisions. These reports should be simple and concise. The discharge summary must include the date of admission, the date of discharge, and the type of discharge.
7. Notify the Psychological Services Division and/or Adult Probation Services Division of clients' change of status within a 24-hour period (Discharge, unauthorized absence, etc.) (See Exhibit B).
8. Notify the County immediately of any potential vacancy in designated Lake County slot(s).
9. Perform crisis response protocols/procedures (including emergency plan), hours of operation, and immediate response to crises.
10. Provide Affordable Care Act navigation services to the uninsured.
11. Provide family-centered services and engagement of family's natural supports.

12. Provide comprehensive aftercare planning.
13. Carry out your full implementation plan and timeline regarding delivery of the services.
14. Provide any other add-on services/programming you can offer, particularly for the co-occurring population (i.e. Recovery Home services, Recovery Coach services, if available).
15. Provide Intensive Outpatient services and Outpatient Services, if available.

It is important that the substance use and mental health problems be treated simultaneously and that the proper interventions be offered (i.e. hospitalization) to maintain continuity of care. It is also maintained that upon treatment completion, follow-up services must be in place to support the progress the probationer has made when in residential treatment.

SECTION 3. DURATION

This RFP shall be in effect for a two (2) year period from the date of award. Lake County reserves the right to renew this bid for three (3) additional one (1) year period(s), subject to acceptable performance by the contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place.

SECTION 4. PRICING

Residential Substance Abuse Treatment Services

- Price per Diem \$286.34
- Proposed Duration of Services 30 to 90 days

Recovery Home

- Price per Diem \$146.97 per Client
- Lake County Clients proposed Duration is for 30 to 90 day stay

Lake County agrees to pay up to \$50.00 per client, per month, toward medication needs for uninsured, indigent clients. Prior authorization by a Community Resource Liaison from Lake County Psychological Services is necessary and will be required on a monthly basis for each client, thereafter. Provider will make all efforts to use generic medications and / or those that fall under the \$4.00 formulary list. Additionally, use of internet or drug manufacturer's coupons is strongly encouraged. Provider will pay for the medication upfront and then submit a separate monthly bill to Lake County. The invoice shall include the name of the client with medication receipts attached.

SECTION 5. PRICE ESCALATION

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein for the Lake County Adult Probation and Psychological Services Divisions at the firm/fixed price per unit of service indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

SECTION 6. PURCHASE ORDER, INVOICES AND PAYMENTS

The Provider shall submit an invoice detailing the services and products provided, based on the breakdown of items as listed on the Price Proposal Sheets, and based on the Project Specifications. Invoices shall show the purchase order number and the address where the product or services are provided. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be submitted by the 15th of the month for the previous calendar month to:

Nineteenth Judicial Circuit Psychological Services
Attention: Community Resource Liaison

SECTION 7. HOLD HARMLESS CLAUSE

The Provider agrees to indemnify, save harmless and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 8. INSURANCE

The proposer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Proposer's auto liability insurance, as required above, shall be written with limits of insurance not less than the following: \$ 1,000,000 Combined single Limit (Each Accident)

Care, Custody and Control Policy:

Contractor shall provide property damage coverage for any and all property /inventory of Lake County (including, but not limited to, motor vehicles) while said property /inventory is in the care, custody and control of Jail Commissary with limits to match the value of the property/inventory being sold.

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following: \$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third-party risks associated with e-business, internet, etc., with limits of insurance not less than the following: \$ 1,000,000 per occurrence limit

Technology Errors and Omissions (if applicable)

The Proposer's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:
\$ 1,000,000 per occurrence limit

Excess/ Umbrella Liability (if applicable)

The Proposer's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project: \$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*).

Liability Insurance Conditions

Proposer agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis.
- b) The Contractor's insurance shall be primary in the event of a claim.
- c) Proposer agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change.
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Email Certificates of Insurance to the following email address: purchasing@lakecountyil.gov
- e) Any hard copies of said Notices and Certificates of Insurance shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the proposer.

SECTION 9. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor and no employee or agent of the Proposer shall be deemed for any reason to be an employee or agent of Lake County.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW

This RFP and any contract resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Nineteenth Judicial Circuit Court, State of Illinois.

SECTION 14. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This is a personal services/professional services contract. Except as otherwise provided herein, this Agreement shall not be assigned, altered or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

SECTION 15. TERMINATION

Lake County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Provider shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Provider's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge the Provider with any or all losses incurred, including attorney's fees and expenses.

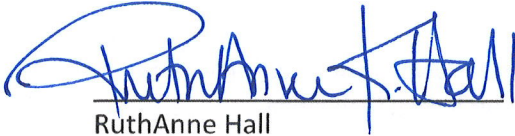
SECTION 16. NON-DISCRIMINATION

The Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposer shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

Nothing in this equal opportunity provision will be construed to create an agency or employment relationship between the Provider and Psychological Services Division, the Nineteenth Judicial Circuit Court, or Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

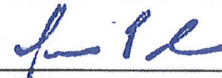
Lake County:



RuthAnne Hall
Purchasing Agent
Lake County

Date: 5/5/2020

**Cornell Interventions Inc, Operating
Woodridge Interventions:**



Jonathan P. Swatsburg
Executive Vice President
Woodridge Interventions,
Administrative Office of Cornell
Interventions

Date: 5/4/20

Exhibit A
IMPLEMENTATION/PROJECT PLAN

Upon receiving a referral from Adult Probation and Psychological Services, Cornell Interventions will conduct a thorough assessment to identify client placement utilizing ASAM criteria as indicated from the Biopsychosocial (BPS) assessment and nursing assessment and in consultation with a physician (if required/appropriate). Admissions would be scheduled as availability permits, with the goal of placement within 24-48 hours after the assessment.

The key staff members at Cornell Interventions, listed below, have been trained in the specialized areas represented by clients being served. In addition, team members are equipped to meet the needs of a diverse client population. Treatment will be provided in a culturally competent and trauma-informed environment. Key personnel will be committed to overseeing and providing services to program participants.

Key personnel at Woodridge include:

Name	Position	Years of Experience	Years with Agency	Credentials & Licensure
JoAnne Marks	Facility Director	24	24	MBA, CADC, CODP, ATE, NCRS
Liza McCarty	Outpatient/MR Supervisor	22	20	MA, LCPC
Laura Draut	Unit Coordinator	23	19	MA, CADC
Cindy Gedritis	Unit Coordinator	20	7	BA, CRADC

Cornell Interventions ensures the quality of its staff through careful screening during the hiring process, and extensive initial training. All Cornell Interventions staff receive a comprehensive development plan at time of employment which is updated and reviewed annually based on program goals. All clinical staff are required to achieve CADC certification within two years of hire. New employees are required to participate in orientation beginning on their first day of employment that consists of multiple in-service training modules including program overview and treatment approaches, clinical self-assessment, cultural competencies, confidentiality and ethics, risk management, and other subjects. All new clinical and medical employees participate in training sessions that examine the following: clinical ethics and boundaries; ASAM Patient Placement and Continuing Stay Criteria; and Clinical Record Keeping Overview. New clinical staff members complete a clinical self-assessment. The resultant profile is reviewed by the employee and their supervisor to establish initial learning priorities and strategies. The profile is one component used to develop an initial staff development plan.

In addition, all staff attend an annual Competency Fair, where their on-going competencies are evaluated relative to the profile of patient population and clinical responsibilities. The comprehensive training program that Cornell Interventions offers its employees ensures a treatment team that is both knowledgeable and prepared to meet the needs of its clients.

