


**Linkage Agreement between
Rosecrance, Inc. and the Champaign County Sheriff's Office**

1. The purpose of this Linkage Agreement is to encourage access to care and treatment for clients referred to Rosecrance, Inc. ("Rosecrance") by the Champaign County Sheriff's Office (individually referred to herein as a "Party" and collectively referred to herein as the "Parties").
2. Under this Agreement, the Parties are not acting in the capacity of a Business Associate or Qualified Service Organization as defined in the Health Insurance Portability and Accountability Act ("HIPAA") or 42 CFR Part 2. Furthermore, this Agreement is not intended to create an agency, employer/employee relationship, joint venture, or partnership between the Champaign County Sheriff's Office and Rosecrance.
3. Rosecrance's Responsibilities:
 - a. Work cooperatively with the Champaign County Sheriff's Office in the provision of coordinated services.
 - b. Comply with all confidentiality laws, including obtaining signed Authorizations for the Release of Information from clients before any information is exchanged between the Parties.
 - c. Provide residential and outpatient treatment, assessment, counseling, and peer support services to referred persons as clinically indicated and as medically necessary.
4. Champaign County Sheriff's Office's Responsibilities:
 - a. Refer to Rosecrance all persons who would benefit from Rosecrance's services.
 - b. Work cooperatively with Rosecrance in the provision of coordinated services.
 - c. Comply with all confidentiality laws, including obtaining signed Authorizations for the Release of Information from clients before any information is exchanged between the Parties.
5. General Responsibilities and Information:
 - a. The Parties will confer at least once a year to evaluate related performance.
 - b. The Parties will ensure that all activities covered by this agreement comply with all federal and state laws, regulations, and standards regarding their responsibilities under this Agreement, including without limitation the Federal Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2), HIPAA, and all other applicable confidentiality laws.
 - c. Both Parties' activities will support Rosecrance's adherence to all applicable standards in the current edition of the Comprehensive Accreditation Manual for Behavioral Health Care by The Joint Commission.
 - d. The Parties assume no liability for the actions of the other Party or its employees and agents. Each Party shall defend, indemnify, and hold harmless the other Party from and against all claims of third parties, and all associated losses, arising out of: (a) a Party's gross negligence or willful misconduct, or (b) a material breach by a Party of this Agreement. It is understood and agreed to by the Parties that once a referral is made by one party to the other, each party is


individually responsible for the services provided to the client, and neither is responsible for the acts of the other party.

- e. Both Parties agree that it will not discriminate against those referred persons and clients in the operation of their programs and provision of services on the basis of race, color, religion, national origin, age, disability, sex, sexual orientation, gender identity, marital status, veteran status, family medical history or genetic information, or any other legally protected characteristic.
- f. The terms of this agreement shall begin February 1, 2019 and shall continue for an indefinite period of time. Either party may terminate this agreement at any time by giving the other party thirty (30) days' written notice of termination.

Rosecrance, Inc.


By: Dave Gornel
Its: President, Rosecrance, Inc.
Date: 2-17-19

Champaign County Sheriff's Office


By: Dustin D. Hoyerman
Its: Sheriff
Date: 01/31/2019