

## AGREEMENT

THIS AGREEMENT is entered into by and between the Child Guidance Center (hereinafter referred to as “the Contractor”) and the County of Lancaster, Nebraska (hereinafter referred to as “the County”), through the Youth Services Center. Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County is desirous of the professional services of an internal Case Manager which will serve as the liaison to outside information sources that are involved with the Juvenile Justice system; and

WHEREAS, the Parties wish to enter into an agreement to reflect the terms and conditions of the provision of services going forward;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018, unless terminated pursuant to Paragraph 11.

2. The Contractor shall provide the following services, duties, and functions:

A. Case Management Functions:

- 1) Serve as a liaison with outside information sources including Health and Human Services/ Office of Juvenile Services, Lincoln Public Schools, Region V System, Probation, psychiatrists, therapists, and any other involved individuals or entities who have contact with youth being held at the Youth Services Center.
- 2) Provide phone contact or face-to-face contact with families whose children are being held at the Youth Services Center to gather information regarding mental health or developmental needs of the youth. Families will be able to contact a representative of the Contractor for information about the child’s needs. Keep records of contacts and submit a quarterly report containing monthly session statistics to the Director of the Youth Services Center.
- 3) Participate in team meetings with system of care agencies involved with youth currently detained and provide case management and information as authorized.

- 4) Coordinate with Youth Services Center employees and contractual personnel in place to ensure mental health needs are being met and work cooperatively in the development of the most appropriate programming to meet the needs of the youth being held at the Youth Services Center.
  - 5) Attend and participate in meetings and training related to the fundamental elements of the system of care.
  - 6) Conduct mental health training for staff on an as needed basis.
  - 7) All activities undertaken as part of this Agreement conform to the core values of the system of care: Services will be child-centered, family-focused, community-based and culturally-competent.
- B. In addition, Child Guidance agrees to provide the Youth Services Center with the following services:
- 1) All activities undertaken as part of this function will be in collaboration with representatives of Lincoln/Lancaster Juvenile Justice and Region V.
  - 2) Mental Health Counselors to provide a minimum of 38 hours per week on-site transitional mental health services. The Parties agree that the County is not responsible for payment of the services provided under this subsection.
  - 3) Counselors will assess youth, at the request of the case manager and/or staff, who are at risk for suicide and other harmful behaviors to determine appropriate mental health supervision, and/or mental health restrictions. Counselors will interview youth identified through the mental health screening who appear at high risk for difficulties and to assist in the development of the appropriate programming to meet the needs of the youth being detained at the Youth Services Center. The Parties agree that the County is not responsible for payment of the services provided under this subsection.
  - 4) Counselors will provide follow-up care to youth who were assessed by On-Call provider/Blue Valley/TASC and found to be at risk to self or others. This includes working collaboratively and providing follow-up assessment/transitional counseling services to youth who were assessed by On-Call provider/Blue Valley/TASC to be at risk of harm to self or others.

- C. Counselors will provide transition counseling to youth being held at the Youth Services Center in the following manner:
    - 1) Self-referral: A youth, at his/her own request, will be given the opportunity to meet with the Counselors.
    - 2) Staff referral: A staff member may refer a youth who has displayed ongoing behavioral difficulties and/or emotional stress as evidenced by their behavior or by youth verbally expressing to staff that they are having difficulty adjusting to their situation.
    - 3) Nurse referral: A nurse may make referrals to counselors for mental health screening as determined by a nursing assessment. Counselors will provide information to the nurse and staff, as needed, on how staff and the nurse can assist the youth in meeting their needs while in detention.
  - D. Counselors will provide transition services to youth, and their families (if possible) who are having difficulties managing the stress which may arise while residing in the Youth Services Center.
  - E. Counselors will assist staff in identifying youth who may be at risk for physically or sexually assaultive behaviors of others, and developing a plan to reduce the risk of these behaviors within the facility.
  - F. Counselors will follow mandated reporting laws when allegations of abuse/neglect are brought forward regarding the youth. Counselors will assist staff in ensuring reports are made to appropriate agencies.
  - G. Assist with the development and maintenance of policy and procedure manual which covers all mental health practices for the agency. These policies and related procedures will be developed with input and approval from the Youth Services Center Director or designee. Annual reviews of all policies and procedures will be conducted in accordance with the Nebraska Juvenile Detention Standards.
3. The Contractor warrants that a Licensed Mental Health Practitioner (LMHP) or Provisionally Licensed Mental Health Practitioner (PLMHP) shall be used in the provision of transition/counseling and mental health screening/triage services and shall be duly certified to provide professional services as a LADC/PLADC or LMHP / PLMHP during the entire term of this Agreement, unless otherwise agreed upon for such services.

4. The Contractor agrees to utilize the County Data base for data collection.
5. The County will pay the Contractor on a monthly basis based upon submission and approval of the Expense Reimbursement Budget, which is provided in Attachment "A" which is attached hereto and incorporated by this reference. Contractor shall submit monthly documentation indicating that services have provided pursuant to this Agreement. The County shall pay up to \$67,459.83 for the services as outlined in Attachment "A".

Should the need of services of the Contractor exceed the \$67,459.83, any and all costs above this amount are subject to the prior approval of the Lancaster County Board of County Commissioners.

The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

6. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.
8. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use

resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

9. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
10. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, youth, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
11. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. Should Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have fifteen days to cure. If the breach is not cured within fifteen days, the County may, at its discretion, terminate the Agreement immediately upon written notice to the Contractor.
12. In those cases where the Contractor provides transitional counseling services for a child or adolescent who is a ward of the State, the Contractor shall release information to the Department of Health and Human Services, as requested, pertaining to the State wards. The Contractor further agrees that it shall abide by all local, state and federal laws regarding confidentiality including the Health Insurance Portability and Accountability Act ("HIPAA") of 1996.
13. The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work on the Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

- A. **Workers' Compensation; Employers' Liability.** The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.
- B. **Commercial General Liability**  
The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.
- C. **Automobile Liability.** The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.
- D. **Errors and Omissions; Professional Liability** Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed.
- E. **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insured under the commercial general liability policy and automobile liability policy.

- F. **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- G. **Reservation of Rights.** The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Agreement.
- H. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County.
14. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of § 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.
15. The Parties do hereby agree to all the terms and conditions of this Agreement. This Agreement shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors and assigns. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written.

16. The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.
17. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.
18. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.
19. All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to County or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County Youth Services Center  
 c/o Sheli Schindler, Director  
 1200 Radcliff Street  
 Lincoln, Nebraska 68512

Contractor:

Child Guidance Center  
 c/o Katie McLeese Stephenson,  
 MSW, Executive Director  
 2444 O Street  
 Lincoln, Nebraska 68510

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

19. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all Parties



EXECUTED this 21 day of June, 2017, by Contractor.

By: CHILD GUIDANCE CENTER

Name: Katie McFese Stephenson

Title: EXECUTIVE DIRECTOR

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Lancaster County,  
Nebraska.

By: \_\_\_\_\_  
Todd Wiltgen, Chair  
Lancaster County Board of Commissioners

APPROVED AS TO FORM  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Deputy County Attorney  
for JOE KELLY  
County Attorney

ATTACHMENT 'A'

**Personnel**

Salaries and Wages (Current Rates + 3%)	\$46,725.14
Taxes	\$3,574.40
Benefits	\$4,797.23

**General Operations**

Staff Recognition/Retainment	\$75.00
Licensing/Credentialing	\$ -
Conference/Training	\$500.00
Supplies	\$150.00
Telephone	\$360.00
Shared Cost (Ins, Billing Software, etc...)	\$3,318.20

**Travel**

Transportation (Mileage)	\$200.00
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**Other**

Administration (13%)	\$7,760.87
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**Total**

**\$67,459.83**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		<b>CONTACT NAME:</b> Cynthia Reinsch <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>FAX (A/C, No):</b> (402) 434-7272 <b>E-MAIL ADDRESS:</b> creinsch@unicogroup.com	
<b>INSURED</b> Lincoln Lancaster County Child Guidance Center 2444 "O" Street Lincoln NE 68510		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity <b>INSURER B:</b> United Wisconsin <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 17/18 All Lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1621972	3/17/2017	3/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1621972	3/17/2017	3/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PEUB575590	3/17/2017	3/17/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0400157713	3/17/2017	3/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1621972	3/17/2017	3/17/2018	Each Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Lancaster County is named as Additional Insured with respect to the General Liability policy.

<b>CERTIFICATE HOLDER</b> RGRyan@lancaster.ne.gov  Lancaster County 555 South 10th Street Lincoln, NE 68508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Shane Ideus/JD
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