

**AGREEMENT FOR EPC SERVICES
BETWEEN REGION V SYSTEMS
AND
MENTAL HEALTH CRISIS CENTER**

July 1, 2017 - June 30, 2018

THIS AGREEMENT, made and entered into between the REGIONAL BEHAVIORAL HEALTH AUTHORITY, through Region V Systems, hereinafter referred to as "Region V," and the County of Lancaster, Nebraska, through the Mental Health Crisis Center, hereinafter referred to as "MHCC." Region V and MHCC may hereinafter jointly be referred to as the "Parties."

WHEREAS, Neb. Rev. Stat. '13-801 et seq. (Reissue 2007), permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authority and responsibilities they share in common; and

WHEREAS, pursuant to Neb. Rev. Stat. 71-801 et seq. (2004), the Regional Behavioral Health Authority Governing Board has responsibility for the operation of the comprehensive community mental health services program offered within its geographical boundaries, under an Interlocal Agreement to provide such services to which Lancaster County is a party;

WHEREAS, the counties within Region V jointly share responsibility in the area of providing services to acutely mentally ill individuals; and

WHEREAS, MHCC has developed a Crisis Center Program which includes an Emergency Protective Care Facility (EPCF); and

WHEREAS, Lancaster County and the other counties within Region V are parties to agreements with Region V, and Region V has contracted with Lancaster County to provide partial funding for EPCF; and

WHEREAS, Region V desires to enter into contracts to provide emergency protective care services to individuals from the other counties within Region V and to engage MHCC, through the EPCF, to assume the safekeeping, care, and sustenance of certain acutely mentally ill individuals in Region V who are under the lawful authority of the counties which comprise Region V pursuant to the Nebraska Statutes made and provided in such cases; and

WHEREAS, MHCC through the EPCF, is willing to perform this service for Region V under certain terms and conditions.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. The duration of this Agreement shall be from July 1, 2017, to June 30, 2018.
2. Region V shall enter into separate agreements with counties within Region V (the "Referring Counties"), for the provision of services to acutely mentally ill individuals within the counties. MHCC agrees to assume the safekeeping, care, and sustenance of certain acutely mentally ill adult individuals under the Referring County's lawful authority. Said safekeeping, care, and sustenance shall include an assessment of the individual's condition by a physician licensed to practice medicine in the state of Nebraska or a clinical psychologist licensed to practice psychology in the state of Nebraska, to determine immediate service needs, development of a plan to address these needs, secure the level of care necessary, and provide short-term/24-hour care to individuals requiring this level of service. Additionally, as a recipient of substance abuse emergency services funding for Crisis Assessment services, MHCC agrees to have documentation of a substance abuse-specific assessment / evaluation, completed by a Licensed Alcohol and Drug Abuse Counselor (LADC) for persons admitted whom are under the influence of drugs or alcohol or identify recent abuse of substances.

3. MHCC agrees to provide the following, within 24 hours, of a new admission:
 - a. psychiatric intervention/assessment of medication needs and prescription
 - b. medication, if needed
 - c. brief social history
 - d. evaluation for commitment or referral
 - e. consultation by additional diagnostic staff

Within 37 hours, if the individual is evaluated to meet Mental Health Board Commitment criteria, MHCC agrees to provide the following:

- a. perform 36-hour evaluation
- b. immediately notify the County of its conclusion as to whether the individual is a mentally ill dangerous person
- c. crisis stabilization
- d. maintain secure environment.

After 37 hours and hearing before the Mental Health Board, MHCC agrees to provide the following:

- a. support services to the individual's family and/or other agencies involved with the individual
- b. maintain secure environment
- c. medical supervision
- d. crisis stabilization
- e. begin discharge planning
- f. assist in securing residential placement

4. In consideration of the safekeeping, care, and sustenance provided by MHCC, Region V shall pay to MHCC the sum of \$186 per individual for each day or fraction thereof that such individual is in the care of MHCC. A minimum charge of \$186 will be assessed for any length of stay 24 hours or less.

5. The parties agree as follows:

- a. The Referring County will be billed directly by the medical services provider for any costs of medical and related services, including all prescriptions, which are provided to individuals from a Referring County, and are rendered to the individual outside of the MHCC facility or by a separate or third party medical service provider.
- b. MHCC shall not be responsible for, billed for, or pay for the cost of any medical or related services, including all prescriptions, which are provided to an individual from a Referring County and are rendered to the individual outside of the MHCC facility or by a separate or third party medical services provider.

6. MHCC shall submit itemized monthly statements to Region V for individuals which were in the care of MHCC for the preceding month. Such statements shall include:

- a. the name and address of the individual
- b. the dates and times of admittance and discharge
- c. the per diem charges

All charges shall be paid by Region V within 30 days from Region V's receipt of payment from the Referring County.

7. The standard business practice of the MHCC is not to admit any intoxicated individual who has a blood alcohol content of over .20 or has medical needs which cannot be met by MHCC, however, the decision to admit any individual shall be at the sole discretion of the MHCC.
8. Region V shall require the Referring County to provide all transportation of the individual to and from MHCC.
9. Region V and the Referring County shall agree that:
 - a. The Referring County will be billed directly by the medical services provider for any costs of medical and related services, including all prescriptions, which are provided to individuals from a Referring County, and are rendered to the individual outside of the MHCC facility or by a separate or third party medical service provider; and
 - b. The MHCC shall not be responsible for, billed for, or pay for the cost of any medical or related services, including all prescriptions, which are provided to an individual from a Referring County and are rendered to the individual outside of the MHCC Facility or by a separate or third party medical services provider.
10. Region V and the Referring County shall be granted reasonable access to MHCC and EPCF for purposes of inspection and inquiry into the general operation of the EPCF.
11. Region V shall require each Referring County to indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its agents and employees, from and against all losses, claims, and damages, including court-ordered attorney's fees, arising out of or resulting from the acts or omissions of the Referring County, its agents, and employees in performing this Agreement, and to provide, at its own expense, liability insurance to indemnify itself in the event it becomes liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing this Agreement. Each party shall be responsible for the intentional or negligent conduct of its own agent and employees. Nothing in this provision, or in any other provisions of this Agreement, shall be construed to mean that employees or agents of MHCC are also employees or agents of Region V or the Referring County. Region V shall specifically require each referring county to agree to reimburse Lancaster County for all costs, judgments, damages and expenses, including attorneys' fees, incurred by it in any action arising out of or resulting from the continued detention of an individual from that County at the MHCC during the period between the entry of a final order of disposition by the Mental Health Board and implementation of that order, unless the delay in implementation of the order of final disposition is the direct result of negligent or wrongful conduct by Lancaster County or its agents or employees.
12. Lancaster County, Nebraska, hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, Region V and the Referring Counties, their agents and employees, from and against all losses, claims, and damages, including court-ordered attorney's fees, arising out of or resulting from the acts or omissions of Lancaster County, its agents, and employees in performing this Agreement, and further agrees to provide, at its own expense, liability insurance to indemnify itself in the event it becomes liable for omissions of its agents and employees in performing this agreement. Nothing in this provision, or in any other provision of this Agreement, shall be construed to mean that employees or agents of Region V or the Referring Counties are also employees or agents of Lancaster County.
13. This Agreement may be terminated by either party giving to the other party written notice of its intention to terminate at least 30 days prior to the proposed date of termination.
14. This Agreement shall become effective upon execution by both parties, and shall remain in full force and effect for the period stated in paragraph 1 above, unless sooner modified or terminated as provided herein.

EXECUTED BY LANCASTER COUNTY, this ____ day of _____, 2017.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM THIS ____ DAY OF _____, 2017

LANCASTER COUNTY ATTORNEY

EXECUTED BY REGION V, this ____ day of _____, 2017

BY THE GOVERNING BOARD OF THE REGIONAL
BEHAVIORAL HEALTH AUTHORITY

By _____
Regional Governing Board Representative