

AGREEMENT

THIS AGREEMENT is entered into by and between Blue Valley Behavioral Health Crisis Response Counselors (hereinafter referred to as “the Contractor”) and the County of Lancaster, Nebraska (hereinafter referred to as “the County”), on behalf of the Youth Services Center. Collectively the County and the Contractor may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County is desirous of professional services for the provision of after-hours screening and assessments on an on-call, as-needed basis for youth at risk of involvement or involved in the Juvenile Justice system; and

WHEREAS, the Contractor is qualified with the necessary skills, personnel, expertise and experience to meet those needs.

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

1. The length of this Agreement shall be from July 1, 2017 through and including June 30, 2018.
2. The Contractor shall provide the following services, duties, and functions:
 - A. Youth Assessment Functions:
 - 1) Provide after-hours personnel on an on-call, as-needed basis to conduct screening and assessment of identified youth who are placed at the Youth Services Center. Said screenings and assessments will be conducted of youth with high SRI scores and/or youth who have been identified by staff as having mental health concerns. Said screening and assessments will be conducted of youth who are already admitted to LCYSC or Fitness for Confinement calls to evaluate youth.
 - 2) Make contact as necessary with juvenile justice workers, collateral contacts and family members in the assessment or evaluation process.
 - 3) Assess the youth’s current behavioral health crisis and communicate the appropriate recommendation(s) to the designed Youth Service Center staff. If a referral is necessary, Contractor will help coordinate this activity with the designated Youth Service Center staff.

- 4) Maintain records of service contacts and submit a quarterly report to the Director of the Youth Services Center detailing services provided pursuant to this Agreement, as agreed upon by the Contractor and the Director of the Youth Services.
- B. In addition, Contractor agrees to provide the Youth Services Center with the following services:
- 1) Provide all services in collaboration with Lincoln/Lancaster Juvenile Justice agencies and Region V.
 - 2) Counselors will evaluate youth, at the request of the case manager and/or staff, who are at risk for suicide and other harmful behaviors for possible hospitalization. Upon intake screening and/or suicide risk assessment screening of detained youth, interview individuals identified through the mental health screening who appear at high risk to difficulties and to assist in the development of an individual service plan to be used with providers while at the Youth Services Center.
- C. Counselors will work with Nebraska Department of Health and Human Services and other agencies, as needed, to coordinate services as well as when allegations of abuse/neglect is brought forward regarding the youth. Counselors will inform staff, as needed, to assist staff in ensuring reports are made to appropriate agencies.
3. The Contractor warrants that a Licensed Mental Health Practitioner (LMHP) or Provisionally Licensed Mental Health Practitioner under the supervision of a LMHP shall be used in the provision of evaluation services and shall be duly certified to provide professional services as a LMHP or Provisionally Licensed Mental Health Practitioner under the supervision of a LMHP during the entire tenure 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 One Hundred Dollars per hour (\$100.00/per hour) for the provision of services when called to perform under the agreement. Compensable time under this agreement shall include consultation time spent with youth, time spent coordinating care, travel time, and any of the services enumerated in Paragraph 2, above. Contractor shall submit monthly documentation indicating the date(s) of service, time of service, and the total hours charged per incident, along with an invoice total, evidencing that services have provided pursuant to this agreement. The County shall pay a sum not to exceed Nine Thousand Dollars (\$9,000.00) for the services.

Should the need of services of the Contractor exceed \$9,000.00, 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 County's express written permission 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 treatment 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 treatment and care of such 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 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. **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County Attorney as appropriate. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. 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 endorsement forms 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 or endorsement forms provided shall not constitute a waiver of this requirement.

- 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. **Additional Insured (Requires an Endorsement Form).** An Additional Insured Endorsement Form showing the County as additional Insured under the commercial general liability policy and automobile liability policy.
- D. **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.
- E. **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.
- F. **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.A 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

15. County's failure or neglect to enforce any of its rights under this Agreement shall not be deemed to be a waiver of County's rights.

16. 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. The Parties shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than each other.

17. 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 6th day of June, 2017, by Contractor.

By: 
 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.



CERTIFICATE OF LIABILITY INSURANCE

BLUEV-1 OP ID: EM

DATE (MM/DD/YYYY)
07/17/2017

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).

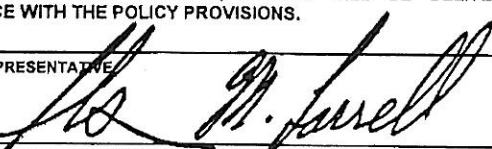
PRODUCER Miller Monroe Farrell Insurance Agency PO Box 518 Nebraska City, NE 68410 Tom Farrell	CONTACT NAME: Tom Farrell
	PHONE (A/C, No, Ext): 402-873-3331 FAX (A/C, No): 402-873-7746 E-MAIL ADDRESS: tom.farrell@millerfarrell.com
INSURED Blue Valley Behavioral Health, Inc. 1123 N 9th Street Beatrice, NE 68310	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Ace American Insurance Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:


COVERAGES **CERTIFICATE NUMBER:** **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 WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	SVRD37798642	04/30/2017	04/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CALH0861393A003	04/30/2017	04/30/2018	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	X	G2550186A004	04/30/2017	04/30/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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 N/A	X			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section		SVRD37798642	04/30/2017	04/30/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY \$2,000,000 LIMIT; \$4,000,000 AGGREGATE
D&O LIABILITY, EMPLOYMENT PRACTICES LIABILITY; \$1,000,000 LIMIT & AGGREGATE
EMPLOYEE DISHONESTY \$50,000; DEDUCTIBLE \$1,000
 Lancaster County is listed as additional insured; waiver of subrogation does apply.

CERTIFICATE HOLDER Lancaster County Sue Eckley 233 South 10th St Ste 220 Lincoln, NE 68508	CANCELLATION 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 Tom Farrell 
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 **Official Nebraska Government Website**
[Skip to Main Content](#) |

Nebraska Workers' Compensation Court

NPOC0001C - Version 1.1.1.1.2

Nebraska Workers' Compensation Court Proof of Coverage Look-Up System

Search Criteria

Employer Name:	BLUE VALLEY BEHAVIORAL
Federal Employer Identification Number:	
Coverage / Illness / Injury Date:	07/18/2017

<u>Insurer Information</u>	
Policy Number:	97BSX7592
Effective Date:	08/07/2016
Expiration Date:	08/07/2017
Insurer Type:	Insurance Carrier
Insurer Name:	STATE FARM FIRE AND CASUALTY C
Click Here for Insurer Contact Information	

<u>Insured Information</u>	
Insured Name:	BLUE VALLEY BEHAVIORAL HEALTH INC
Address:	1123 N 9TH ST BEATRICE NE 683102041

Additional Employers

Name	Address
< Previous Next >	

NO RECORDS FOUND.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to

such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number
SVRD37798642

CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No.: 001

ACE American Insurance Company

Named Insured BLUE VALLEY BEHAVIORAL HEALTH

Endt Effective Date: 07-06-17

12:01 A.M., Standard Time

Agent Name IRWIN SIEGEL AGENCY INC

Agent No. Z00018

Policy Eff Date: 04/30/2017

Policy Exp Date: 04/30/2018

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
-
-

NO CHARGE

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure/Insurance |

is (are) changed to read {See Additional Page(s)}

THE FOLLOWING FORM(S) HAS BEEN ADDED:
CG 20 26 04-13 ADDL INSD-DESIGNATED PERSON/ORGANIZATION

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional NO CHARGE	Return NO CHARGE
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Tax and Surcharge Changes

Additional	Return
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Countersigned By:

AUTHORIZED AGENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Lincoln and/or Lancaster County and/or City of
Lincoln/Lancaster County Public Building
Commission

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.