

**CONTRACTUAL AGREEMENT FOR SUBSTANCE USE EVALUATIONS
PROVIDED FOR
LANCASTER COUNTY COMMUNITY CORRECTIONS**

THIS AGREEMENT is made and entered into this day of December 2018, by and between the **County of Lancaster, Nebraska**, a political subdivision of the State of Nebraska, hereafter referred to as "County", for and on behalf of Lancaster County Community Corrections, hereafter referred to as "County", and **Connecting Links**, hereinafter referred to as "Service Provider", located at 421 South 9th Street, STE 107, Lincoln, Nebraska. Collectively the County and the Service Provider may be referred to as "Parties", and individually each may be referred to as a "Party".

WHEREAS, the County desires to contract for substance use evaluation services;

WHEREAS, Service Provider has experience and expertise in providing substance use services to adults and desires to provide such services to the County;

WHEREAS, the County has received funds to reimburse Service Provider for services provided to the County participants when all other sources have been exhausted and the participants are unable to pay for said services; and

WHEREAS, the County is not considered a third party payer since the County's participant(s) are required to reimburse the County for funds paid to Service Provider on their behalf; and

WHEREAS, the County and Service Provider desire to reduce their understanding in writing;

NOW THEREFORE the Parties mutually covenant and agree as follows:

1. Term. The Initial Term of this Agreement shall be for the period from July 1, 2017 through June 30, 2018. This Agreement shall automatically renew for a one (1) year Renewal Term from July 1, 2018 to June 30, 2019, unless terminated by either Party pursuant to Paragraph 13 of this Agreement. Together the Initial Term and Renewal Term shall constitute the Term of this Agreement.
2. The duties and obligations of Service Provider in providing substance use evaluation services, on an as needed basis, under this Agreement shall include the following:
 - a) Provide, with a turn around period of no longer than five to seven working days from date of initial interview appointment, substance use evaluations that comply with the standards set forth by the Nebraska Supreme Court.
 - b) Submit monthly invoice statements to the County documenting the services provided by the 10th day of each calendar month.

- c) The Service Provider will notify the participants at the time of their initial set up interview as to the cost of the evaluation. The Service Provider shall bill the County for the amount due and required of participants not to exceed One Hundred Fifty Dollars (\$150.00) per participant, or an amount not to exceed One Hundred Sixty Dollars (\$160.00) per participant if the participant is in custody.
 - d) Allow participants to receive services regardless of their ability to pay for such services.
 - e) Make recommendations for treatment related services which conform to the County's philosophy and guidelines.
 - f) Obtain any necessary release from the participant and submit a copy of the participant's evaluation to the County within the guidelines set forth in 2(a) above, regardless of whether participant has paid for the services provided.
 - g) The Service Provider shall not subcontract any portion of the services without the prior written approval of the County.
 - h) Maintain evaluation records for each participant in the same manner as for all other clients receiving services through the Service Provider. These records will be made available to the County only if confidentiality regulations specified in 42 CFR Part 2 of the Federal Register or such other applicable state and federal laws are followed.
 - i) Provide the Director of Lancaster County Community Corrections with a copy of the Service Provider's credentials.
3. The duties and obligations of the County under this Agreement shall include the following:
- a) Contact Service Provider for initial appointment time and date as participants enter the program.
 - b) Provide Service Provider with initial history, screening and risk/needs assessment information on participant receiving services.
 - c) Provide Service Provider with results of any drug/alcohol testing.
 - d) Provide overall case management of participants as per the County philosophy.

- e) Compensate Service Provider for services not paid by participant(s) within thirty (30) working days of receipt of invoice. The cost to the County shall not exceed One Hundred Fifty Dollars (\$150.00) per participant, or an amount not to exceed One Hundred One Sixty Dollars (\$160.00) per participant if the participant is in custody.
4. Insurance. The Service Provider 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 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 Service Provider's insurer and will be no more than \$25,000 per occurrence or as may be approved by the County as appropriate. Except as otherwise provided herein, 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.**

The Service Provider shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Service Provider shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Agreement.

- a) Professional Liability Insurance: Service Provider shall maintain throughout the Term of this Agreement professional liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Service Provider in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Service Provider 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. This insurance shall list the County as an additional insured, and an endorsement showing County's additional insured status shall be provided by Contractor to County.
- b) Workers' Compensation Insurance: The Service Provider does not maintain Workers' Compensation Insurance and thus Service Provider warrants and agrees that Service Provider alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

5. Independent Contractor. It is the expressed intent of the Parties that this Agreement shall not create an employer employee relationship and Service Provider, or any employee or other person acting on behalf of Service Provider in the performance of this Agreement, shall be deemed to be an independent contractor(s) and not employees of the County for any reason or in any manner during the entire term of this Agreement or any renewals thereof. Service Provider shall not receive any additional compensation in the form of wages or benefits except as specifically set forth herein. Service Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law with respect to the Service Provider or any such employee of the Service Provider as may be engaged in the performance of this Agreement. Service Provider shall at all times retain control of all clinical records of participants being served.
6. Hold Harmless. Service Provider shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Service Provider, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require Service Provider to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.
7. Authority. Neither Party, nor its employees, agents or contractors shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party, except as set forth herein.
8. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska; provided, however, that the conflicts of law principles of the State of Nebraska shall not apply to the extent that they would operate to apply the laws of another state.
9. Standard of Care, Law, Licenses. During the term of this Agreement, Service Provider shall perform all services in accordance with established and recognized chemical dependency standards and in accordance with applicable Federal, State, and local laws. Contractor shall apply for, obtain, and maintain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to Contractor's services.
10. Debarment. Service Provider warrants and represents that they and the individuals of their organization involved in providing services under this Agreement have not been convicted of any criminal offense relating to health care and are not debarred, excluded or otherwise ineligible for participating in any federal or state health care program. Service Provider agrees that if at any time before completion of the Agreement it or any individual in their organization involved in providing services under the Agreement is so

convicted or is debarred, excluded or otherwise determined to be ineligible, as set forth herein, it will forthwith notify the County in writing of such event and upon receipt of such notice, the County may, in its sole discretion, terminate the Agreement without penalty and without further payment except of services rendered to the date of termination.

11. Assignment. This Agreement and all rights hereunder shall not be assignable either in whole or in part by either Party without prior written consent of the other Party. Any assignment without prior written consent of the other Party shall be absolutely void.
12. Entire Agreement. 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 regarding the subject matter of this Agreement whether verbal or written. This Agreement may be modified, altered, or amended only by written instrument executed by both Parties subsequent to the execution of this Agreement.
13. Termination. Except as otherwise provided in this Agreement, either Party shall have the right to terminate this Agreement at any time by providing at least sixty (60) days prior written notice as provided herein to the other Party of the date of termination. County may terminate this Agreement in whole or in part at any time when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming. In the event of a lack of funds to pay any amounts due under this Agreement, the County shall immediately notify the Service Provider, and this Agreement shall terminate without penalty or expense to the County. The County will be responsible for payment of services satisfactorily rendered by Service Provider prior to notice as set forth in this Agreement.
14. Notices. All notices, requests for services or other communications provided under this Agreement shall be in writing and shall be given to the County or Service Provider at the address or facsimile number set forth below or such other address or facsimile number as they may specify hereafter in writing:

County: Lancaster County Community Corrections
Kim Etherton
605 S. 10th
Lincoln, NE 68508-3916
Facsimile Number: 402-441-3604

Service Provider: Connecting Links
Tina M. Arsiaga, M.A., LMPH, Owner
421 South 9th Street, STE 107
Lincoln, NE 68508
Facsimile Number: 402-438-3204

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 facsimile transmission, confirmation requested, or by email to the email address listed above, return receipt requested. For the purposes of the Agreement, all notices will be deemed to have been given on the date of mailing on the United States certified mail receipt, the date of receipt on the email receipt, or the date of successful transmission on the facsimile transmission confirmation, as provided above.

15. Nondiscrimination. Neither the County nor the Service Provider shall discriminate in the performance of this Agreement on the basis of race, creed, sex, national origin, religion, age, marital status, receipt of public assistance or disability with respect to the qualification for or provision of services under this Agreement.
16. E-Verify. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Service Provider 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. The Service Provider 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. The Service Provider shall require any subcontractor to comply with the provisions of this section.
17. Severability. If any portion of this Agreement is held invalid according to applicable law, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law. However, in the event that any portion of this Agreement is held invalid, if such invalidity would materially affect the obligations of either of the Parties to the Agreement, such Party shall have the right to immediately terminate this Agreement if the Agreement cannot be modified to correct the material change.
18. Third Parties. 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. Publication. Both Parties agree to receive the prior written approval of the other for any advertisement of the relationship between them other than to employees, officials and agents of the Parties that may be involved in this Agreement.
20. Forbearance Not Waiver. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

21. Confidentiality. During the term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable state and local laws. The Contractor further agrees to abide by the confidentiality regulations specified in 42 C.F.R. Part 2 of the Federal Register

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year above written.

LANCASTER COUNTY COMMUNITY
CORRECTIONS

CONNECTING LINKS

**LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY _____
(Authorized Signature)

Name _____

Title _____

Date _____

BY 
(Authorized Signature)

Name Tina Arsiaga

Title W.A., L.M.H.P.

Date 12/21/2017

APPROVED AS TO FORM

This ____ day of _____, 2018

for JOE KELLY
Lancaster County Attorney



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 1/18/2018

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0615359115 from 09/18/17 to 09/18/18 at 12:01 AM Standard Time

Named Insured and Address: Connecting Links 421 S 9th St Ste 107 Lincoln, NE 68508-2245

Program Administered by: Healthcare Providers Service Organization 159 E. County Line Road Hatboro, PA 19040-1218 1-888-288-3534 www.hpso.com

Medical Specialty: Mental Health Counselor Firm

Code: 80723

Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Total: \$ 665.00

Base Premium \$665.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Handwritten signature of Chairman of the Board

Chairman of the Board

Handwritten signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date: 1/18/2018

Endorsement Change Date: 1/18/2018

