

AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as “County,” on behalf of the Lancaster County Department of Community Corrections, hereinafter referred to as “the County” and **Sandra Findley**, hereinafter referred to as the “Service Provider.”

WHEREAS, the County desires to provide substance abuse education and intervention classes, hereinafter referred to as the “Classes,” to participants in the Lancaster County Department of Community Corrections Pretrial Release and Adult Drug Court programs; and

WHEREAS, the Service Provider has experience and expertise in providing the Classes and desires to provide the Classes to participants in Pretrial Release and Adult Drug Court programs; and

WHEREAS, the County and the Service Provider desire to set forth their understanding in writing.

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

- 1) The Initial Term of this Agreement shall be from July 1, 2018 through and including June 30, 2019. This agreement shall automatically renew for three (3) additional one (1) year terms, unless terminated by either party pursuant to Paragraph 11 of this Agreement.
- 2) The purpose of this Agreement is to provide substance abuse education and intervention classes to participants in the Pretrial Release and Adult Drug Court programs.
- 3) The Service Provider shall provide the following services and duties:
 - (a) Deliver substance abuse education and intervention classes to participants in the County’s Pretrial Release and Adult Drug Court programs. Said delivery shall be in group sessions. Each group session shall last one and one-half hours. The specific day and time of the session(s) shall be agreed upon by the Service Provider and the Director of Community Corrections.
 - (b) Keep records of each participant’s attendance and performance and notify Community Corrections, through the Community Correction’s screening clinician, when a participant fails to attend the Classes as required.
 - (c) Communicate a participant’s progress in the Classes to the screening clinician upon request or when deemed necessary by the Service Provider. Community Corrections shall provide the Service Provider with a release from each participant which will permit the Service Provider to share information with the screening

technician and Community Corrections staff.

(d) Submit monthly invoice statements by the 15th of each month documenting the services performed during the previous month. Said invoices shall be sent to the Lancaster County Department of Community Corrections, 605 S. 10th Street, Ste B131, Lincoln, Nebraska, 68508.

The County shall provide the following services and duties:

(a) Provide, through Community Corrections, each participant with the materials necessary to complete the classes including, but not limited to, the Choice and Change Drug Abuse Education Journal.

4) The County will pay the Service Provider \$45 per hour, not to exceed eight (8) hours, or \$360, per week for all services and duties that the Service Provider performs as outlined in this Agreement including, but not limited to, group sessions, progress reports, and attendance at staff meetings as requested by the Director of Community Corrections. As described in 3(d) of this Agreement, Service Provider shall submit monthly invoice statements documenting the services performed and detailing the charges for such services. Compensation shall be paid monthly following receipt of the invoice documenting the service provided. The total compensation paid under this contract shall not exceed \$17,280.00 without the prior written consent of the Lancaster County Board of 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.

5) It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Service Provider shall be an independent contractor, and shall not be considered an employee of the County for any purpose. The compensation provided herein shall represent the total consideration to be paid by the County for the services to be provided, and the County shall not be responsible for payment or provision of insurance, fringe benefits, withholding, or any other expenses not specifically provided for herein. Service Provider shall further assume full responsibility for payment of any and all expenses or related costs associated with, or arising from, any injury to Service Provider that may arise in the course of performing this agreement. The Service Provider shall retain control of all clinical records of the participant being served.

6) The Service Provider shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

7) The 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.

8) 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.

9) In connection with the carrying out of the activities provided herein, the Service Provider shall not discriminate against an employee, applicant for employment, participant, or any other person because 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.

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

11) This Agreement may be terminated for convenience at any time by either party giving thirty (30) days written notice, without penalty or expense to either party. Should the Service Provider breach this agreement, the County will notify the Service Provider of the breach in writing and the Service Provider will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the contract immediately upon written notice to the Service Provider.

12) All notices, request for services or other communications provided under this Agreement shall be in writing and shall be given to the Department of Community Corrections or the Service Prover at the address or facsimile number set forth below or such other address or facsimile number as they may specify hereafter in writing:

Lancaster County of Community Corrections
c/o Kim Etherton, Director
605 South 10th Street, Ste B131
Lincoln, Nebraska 68508

Sandra Findley
8420 Talon Court
Lincoln, Nebraska 68505-7833

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may 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, or by facsimile transmission. For the purpose of the agreement, all notices will be deemed to have been given upon the date of the personal delivery or facsimile

transmission or three days after having been deposited in the United States Post office as proved above.

13) 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.

14) Insurance.

Malpractice and Professional Liability Insurance: The Service Provider shall purchase and maintain during the term of this Agreement, Malpractice and Professional Liability Insurance for the Licensed Mental Health Professional with base insurance coverage of \$300,000 per occurrence and an aggregate limit of \$1,000,000 and shall qualify for maximum qualification under the Nebraska Medical and Hospital Liability Act, Neb. Rev. Stat. §§ 44-2801 et seq. This insurance shall list the County as an additional insured.

Workers' Compensation Insurance: The Service Provider does not maintain Workers' Compensation Insurance and thus Service Provider agrees that Service Provider alone will perform all obligations outlined in the agreement and will not delegate any obligations to a third party.

Service Provider shall not commence services under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured.

15) In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, 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. 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. § 1324b. Service Provider shall require any subcontractor to comply with the provisions of this section.

16) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

EXECUTED this 8th day of June, 2018, by Service Provider.

By: Sandra Findley
Sandra Findley

EXECUTED this _____ day of _____, 2018, by Lancaster County, Nebraska.

BY: _____

APPROVED AS TO FORM
this ____ day of _____, 2018

Deputy County Attorney for
PAT CONDON, County Attorney

Policy Number: 027066

Professional Liability Insurance Application for Allied Health Individuals

Today's Date: 06/19/2018

Effective Date: 08/01/2018

CPH and Associates

711 S. Dearborn Suite 205
Chicago, IL 60605
Telephone: 800-875-1911
Fax: 312-987-0902
Email: info@cphins.com

Personal Information

Full Name	Sandra Findley	Phone Number	402-488-7546
Address	8420 Talon Ct.	Address Line 2	
City	Lincoln	State	NE
Zip Code	68505	Email	sf54607@windstream.net
Occupation	Licensed Mental Health Counselor	Professional Association	NSP
State of Practice	NE		
Own a corporation or LLC?	No		

Qualification Questions	Yes	No
Within the last 12 months, has any board investigation, claim, or suit ever been brought against you for alleged malpractice, professional liability or sexual misconduct, or are you aware of any incident or existing circumstances that might reasonably lead to a board complaint, claim, or suit?		X

Professional Liability Limits:

Per incident limit	\$1,000,000
Aggregate limit	\$3,000,000
Employment Category	Self-Employed
Hours	Category A: 0-10 hours a week self employed
Base PL Premium	\$115.00

Additional Insureds:

Additional Insured Added	Yes
Name	Lancaster County
Attention	

Mailing Address	575 South 10th Street, Lincoln, NE 68508
Relationship	Agency Contracting with
Additional Insured Premium	\$12.00

Other Coverages:

General Liability Added	No
Property Added	No
Premises Address(es)	

State Licensing Board Increase	No
State Licensing Board Amount	\$35,000
State Licensing Board Additional Premium	\$0.00

Add Cyber Liability Coverage	No
Coverage Limit	\$
Cyber Liability Additional Premium	\$0.00

Add Occupation(s)	No
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Sexual Misconduct Coverage	No
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Discounts Taken:

Risk Management	Yes
Newly Licensed Discount	No

Premium Information:

Professional Liability Base Premium:	\$115.00
Discounts	
Online Discount:	\$6.00
Risk Management Discount:	\$12.00
Additional Insured Premium:	\$12.00
Professional Liability <u>SUBTOTAL</u>:	\$109.00
Taxes (if applicable):	\$0.00
Administrative Fee:	\$20.00
Total Charged:	129.00

CONSUMER DISCLOSURE AND CONSENT TO ELECTRONIC FORM AND DELIVERY OF INSURANCE DOCUMENTS AND COMMUNICATIONS

The CPH & Associates Insurance Agency Inc would like to provide all insurance policies, endorsements and other related documents to you electronically. Electronic delivery will not apply to any non-renewal notice or cancellation notice we may send to you, in the event such notice is ever necessary

By accepting the terms of this Disclosure and Consent Form, you will not receive a paper copy of any communication or document except for the ones stated above. Please read the information below and if you agree to the following terms and conditions, including the receipt of written communications electronically, please confirm your agreement by clicking the "I Accept" button once you have read the Disclosure and Consent Form.

Requesting Paper Copies

You may at any time request a paper copy, without charge, of any communication or document provided to you or made available to you electronically through email by following the instructions in the How to Contact Us section below. *Please include your policy or account number in your communication to us.*

Withdrawing Consent

You may at any time withdraw your consent to receive communications in electronic form, without charge, by contacting us and requesting paper documents and communications going forward by following the instructions in the How to Contact Us section below. Withdrawal of your consent will be effective within 15 days of the date your withdrawal request is received. *Please include your policy or account number in your communication to us.*

Updating Your Email Address

If you have a new e-mail address, please let us know immediately to ensure that you receive policies and other related documents in a timely manner by following the instructions in the How to Contact Us section below. In your communication to us, please provide your previous email address as well as your new email address. Any change in your email address for the delivery of documents will be effective within 15 days of the date your email address change request is received. *Please include your policy or account number in your communication to us.*

How to Contact Us

You may contact us by email or by United States Postal Service mail to update your information, request paper copies, or withdraw consent to receive policies and other related documents electronically. *Please include your policy or account number in your communication to us.*

Email: info@cphins.com

USPS Mailing Address: CPH & Associates | 711 S. Dearborn St, Ste. 205 | Chicago, IL 60605

Minimum Hardware and Software Requirements

By signing this consent, you acknowledge and agree to maintain the following minimum hardware and software requirements:

- Operating Systems: Windows® XP; Windows Vista™; Windows® 7; Windows® 8; Mac OS X®
- Browsers: Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox® 15.0 or above (Windows and Mac); Safari™ 6.0 or above (Mac OS only); Google Chrome® 20.0 or above (Windows and Mac).
- Mobile Applications: Apple iOS® 6.0 and above. Android™ 2.3 or above
- Needed Software/Electronic Document Formats: Use of Adobe Acrobat Reader or equivalent for PDF files; Word program for Word files; The Adobe Reader software is available free of charge from Adobe's website www.adobe.com
- Mobile Sending: Apple iOS® 6.0 and above. Android™ 2.3 or above.
- Screen Resolution: 1024 x 768 minimum
- Enabled Security Settings: Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection.
- Pre-release (i.e. beta) versions of operating systems and browsers are not supported

For you to be able to view and retain insurance policies and other insurance documents delivered to you electronically by us or your agent, you must have (a) a computer, iPad, or other electronic device that has access to the internet; (b) a valid e-mail address; (c) an operational program installed on your computer, iPad, or other electronic device capable of receiving e-mail; (d) an operational program installed on your computer, iPad, or other electronic device that will permit you to view a document in Adobe Acrobat Reader; and (e) a hard drive, thumb drive, or other device included within or attached to your computer, iPad, or other electronic device to which a document in the above format may be permanently downloaded.

* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (i.e. beta) versions of operating systems and browsers are not supported.

Acknowledging Your Access and Consent to Receive Communications Electronically

If you consent to receive insurance policies, endorsements and other related documents exclusively in electronic format during the course of our relationship with you and in accordance with the terms and conditions described above, please let us know by clicking the "I Accept" button below. If you do not agree to the Terms and Conditions of this Disclosure and Consent Form, you understand that you should not select "Accept" and you should close this document window by clicking the X in the upper right corner.

By clicking the "I Accept" button, you acknowledge that you:

- Reviewed the Disclosure and Consent Form and understand its contents;
- Can access and retain electronic documents in the format described in the Disclosure and Consent Form;

- Consent to having the insurance documents described in the Disclosure and Consent Form delivered to you electronically at the e-mail address you furnish;
- Acknowledge that your insurance policy and the other documents described in the Disclosure and Consent Form will be deemed to have been delivered to you when sent to the e-mail address you furnish.

I, Sandra Findley, have read and understand the terms and conditions set forth in this Disclosure and Consent Form on 06/19/2018.

FRAUD NOTICE STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). **(NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PA, RI, TN, VA, VT, WA AND WV).**

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

APPLICABLE IN COLORADO: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FLORIDA AND OKLAHOMA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KANSAS: AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

APPLICABLE IN KENTUCKY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSONS FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

APPLICABLE IN PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Billing Information:

Card Type: VISA	Last 4 digits of Credit Card: XXXX6195
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Sandra Findley

06/19/2018

Applicant's Signature

Date Signed