

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 “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County is desirous of professional services for the provision of afterhours 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, 2019 through and including June 30, 2020.
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 parties 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 (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 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 the \$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 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 contract 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. Insurance. 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 contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract 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 Contract.

- 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.
- 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 Contract.

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.A 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:

Contractor:

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

Blue Valley Behavioral Health Crisis
Response Counselors
1123 N 9th
Beatrice, NE 68310

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.

EXECUTED this 12 day of April, 2019, by Contractor.

By: Jon Day

Name: J. Day

Title: Executive Director

EXECUTED this ____ day of _____, 2019, by Lancaster County,
Nebraska.

By: _____
Jennifer Brinkman, Chair
Lancaster County Board of Commissioners

APPROVED AS TO FORM
this ____ day of _____, 2019.

Deputy County Attorney
for PAT CONDON
County Attorney

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): 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>

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

LANCASTER COUNTY
555 S 10TH ST
LINCOLN NE 68508-2803

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/07/18 Policy No. 97 BVP789 2 Endorsement No.
Insured BLUE VALLEY BEHAVIORAL HEALTH INC Premium \$

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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LANCASTER COUNTY
555 S 10TH ST
LINCOLN NE 68508-2803

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/07/19

Policy No. 97 B25537 2

Endorsement No.
Premium \$

Insured BLUE VALLEY BEHAVIORAL HEALTH INC

Countersigned By _____