

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

10/23/98

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF HUMAN SERVICES (DHHS) AND VISINET

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS Visinet had contracted with DHHS to provide coordination services for DHHS juveniles. Sarpy County has been providing services to DHHS juveniles under the C.A.R.E. program. Visinet owes Sarpy County for the C.A.R.E. program services provided, but is unable to financially pay for said services.

WHEREAS Visinet and DHHS have terminated their contractual agreement due to Visinet's financial difficulty and due to said early termination DHHS has funding available to pay a portion of the amount owed Sarpy County for C.A.R.E. services provided to DHHS juveniles; and,

WHEREAS DHHS will pay a portion of the amount owed to Sarpy County upon the approval of the attached Agreement. It is in the best interests of the citizens of Sarpy County to approve the attached Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Agreement is hereby approved and the Chairman and the County Clerk are hereby authorized to execute the same, which is attached hereto.

BE IT FURTHER RESOLVED that the Chairman of the Board, together with the County Clerk are hereby authorized to sign on behalf of this Board any other related documents, the same being approved by the Board.

DATED this 23rd day of November, 2010

Moved by Tom Richards, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

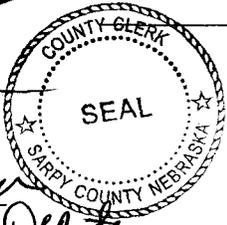
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
County Clerk Asst Chief Deputy

none

none

ABSTAIN:

none



Approved as to form:

[Signature]
Deputy County Attorney

AB#
1940397

AGREEMENT

THIS AGREEMENT is entered into by and among the Nebraska Department of Health and Human Services (DHHS), Visinet, Inc. (Visinet), and Sarpy County Juvenile Justice Center (Sarpy County).

I.

WHEREAS, DHHS and Visinet entered into a Service Delivery and Service Coordination Implementation Contract (Implementation Contract), and a Service Delivery and Service Coordination Contract (Service Contract) (the Contracts), on July 20, 2009, and October 30, 2009, respectively, under which Visinet agreed to provide a variety of services to children and families on behalf of DHHS; and

WHEREAS, Visinet entered into various subcontracts with various subcontractors (Visinet Subcontractors) for the provision of necessary services under the Contracts, and

WHEREAS, DHHS and Visinet entered into a Settlement Agreement on about May 24, 2010 to resolve issues regarding payments Visinet claimed it was owed by DHHS and claims DHHS may have had against Visinet.

WHEREAS, Sarpy County has made claims for services provided to Visinet in the total amount of \$ 19,340.00; and

WHEREAS, the parties desire to settle, pursuant to the terms and conditions set forth herein, all claims among DHHS, Visinet, and Subcontractor in any way related to the Subcontract;

NOW, THEREFORE, the Parties mutually agree as follows:

II.

A. Consideration.

- i. Upon execution of this Agreement DHHS will pay Sarpy County \$12,135.46, and Visinet will pay Sarpy County \$ 1,402.54, for a total of \$13,538.00, which represents 70% of remaining payment claimed to be due from Visinet to Sarpy County for services provided. A list of all Visinet Subcontractors and the pro rata payment for which they are

eligible under this settlement agreement is attached hereto and incorporated by reference herein.

- ii. DHHS anticipates that payment to Sarpy County will occur no later than ten business days after the execution of this Agreement.

B. Release of Claims.

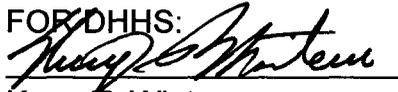
- i. Conditioned upon receipt of the consideration set forth herein, Sarpy County hereby releases and forever discharges DHHS and Visinet from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney fees and liabilities of any kind based on the specific claims for services provided to Visinet in the total amount of \$ 19,340.00.
- ii. Conditioned upon receipt of the consideration set forth herein, Visinet, on behalf of itself and its successors and assigns, hereby releases and forever discharges DHHS and Sarpy County from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney fees and liabilities based on the specific claims for services provided to Visinet in the total amount of \$ 19,340.00

D. Covenants. The parties covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising from, related to, or in any way connected to any activity with respect to which a release has been given pursuant to this Agreement.

E. Agreement not an Admission of Liability. The parties hereto agree and acknowledge that this Agreement is a compromise settlement of each party's disputed claims, and that the sums and covenants given in consideration of this Agreement, as well as the execution of this Agreement, shall not be construed to be an admission of liability on the part of any party with respect to the disputed matters set forth above.

- F. Parties to Bear Own Costs and Attorneys' Fees. Each party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in the mutual releases referenced above or which were otherwise related to the subject of this Agreement.
- G. Entire Agreement. This Agreement represents and contains the entire agreement and understanding among the parties hereto with respect to the specific claims for services provided to Visinet in the total amount of \$19,340.00. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter shall be relied upon by the parties except those contained herein. This Agreement may not be amended or modified except by an agreement signed by all parties to this Agreement.
- H. Understanding and Acceptance of Terms. In entering into this Agreement, the parties each acknowledge and represent that the terms of this Agreement have been completely read by them, and that those terms are fully understood and voluntarily accepted by them.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
- J. No Assignment. The parties each represent and warrant to one another that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand covered by this Agreement.
- K. Authority. The parties agree that they and their undersigned representatives have authority to enter into this agreement.
- L. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective legal heirs, successors and assigns.

FOR DHHS:



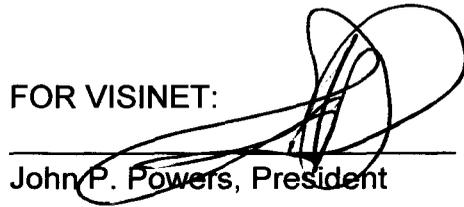
Kerry T. Winterer

Chief Executive Officer

Department of Health and Human Services

DATE: 1/7/2011

FOR VISINET:



John P. Powers, President

DATE: 12/30/10



Todd L. Reckling, Director

Department of Health and Human Services

Division of Children & Family Services

DATE: 01/06/2011

FOR SARPY COUNTY:

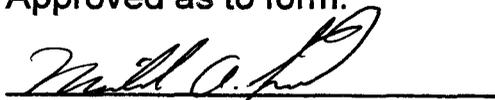


Name Joni Albrecht

Title Chairman

DATE: 11/23/2010

Approved as to form:



County Attorney

Eligible Visinet Subcontractors

70% Payout

October 12, 2010

Vendor name	70%
Alegent Health Psychiatric Associates	\$10,200.93
Apex Foster Care	\$29,177.40
Arias Neuropsychology	\$ 894.54
Beneficial Behavioral Health	\$11,915.03
Better Living Counseling Service Inc.	\$ 107.50
Blue Valley Behavioral Health	\$ 367.50
Born to Run, Inc.; aka Plattsmouth Cab	\$ 170.02
Boys & Girls Home of NE, Inc.	\$21,919.14
Boys Town	\$173,687.65
Boys Town National Research Hospital	\$14,512.46
Capital City Counseling - Kera Frederick	\$ 1,165.16
Capstone Behavioral Health	\$ 6,994.40
Caring People Sudan	\$ 735.00
Catholic Charities	\$10,510.50
Cedars	\$93,708.90
Centerpoint Counseling Services	\$ 719.60
Central Plains Center for Services	\$ 2,648.10
Child & Family Services, P.C.	\$ 310.33
Child Connect	\$50,593.73
Child Guidance Center	\$12,572.58
Child Saving Institute	\$89,552.48
Children's ARK	\$ 9,048.59
Christian Heritage Childrens Homes	\$34,622.35
Clarinda Youth Corp.	\$ 5,006.19
Club Z	\$ 6,367.34
Compass	\$ 6,704.25
Concord Center	\$ 5,066.25
Cooper Village / Uta Halee	\$46,595.16
Counseling Affiliates of Nebraska	\$ 175.00
Creighton University Medical Center	\$ 973.70
Developmental Services of Nebraska	\$ 8,180.21
Douglas County Treasurer	\$ 535.50
Dr. Arun Sharma	\$ 630.00
ENCOR	\$ 235.90
Epworth Village	\$35,993.60
Families Inspiring Families	\$ 2,576.00
Families United	\$ 46.33
First Step Recovery Center	\$11,924.40
Forensic Behavioral Health, Inc.	\$ 4,347.07
Grace Children's Home	\$ 4,563.30
Great Oaks Counseling	\$ 76.30
Harvest Haven Group Home, LLC	\$16,405.20
Healthy Families Project	\$ 5,936.00
Heartland Behavioral Health Services	\$13,393.00
Heartland Boys Home, LLC	\$10,025.40
Heartland Family Service	\$25,887.81
Hughes Center for Exceptional Children	\$15,050.00

Vendor name	70%
Janet Starks	\$ 3,764.38
Katy Hilgenkamp, LMHP	\$ 133.50
LanguageLinc Interpretation SE	\$ 5,540.99
Lifespan Psychology Associates	\$ 134.55
Lincoln Council on Alcoholism & Drugs Inc.	\$ 140.00
Linda M Vasquez-Evans, MS	\$ 465.50
Luis Quiroz, Interpreter	\$ 1,241.29
Lutheran Family Services	\$ 19,435.86
Marcon Translation	\$ 98.00
Maria C. Fritz, LMHP, PC	\$ 588.80
Melissa Kenney, LMHP	\$ 1,814.76
Mental Health Associates	\$ 901.32
Mid Plains Center	\$ 2,173.50
Midwest Special Services	\$ 17,903.67
Mingus Mountain State	\$ 9,177.00
Nancy Brt - ASL Interpreting service	\$ 94.50
Nebraska Children's Home Society	\$ 20,043.52
Nebraska Family Support Network	\$ 2,016.00
Nebraska Foster & Adoptive Parent Association	\$ 24,542.00
Nova Therapeutic Community	\$ 47,351.56
NU Beginnings	\$ 2,221.80
Omaha Home for Boys	\$ 13,050.09
Omni Behavioral Health	\$125,822.92
Orr Psychotherapy	\$ 4,502.11
Owens & Associates	\$162,555.81
Owens Educational	\$120,042.06
Parallels	\$ 876.18
Personal Growth Counseling, LLC	\$ 358.51
Plaza West Psychiatrists	\$ 59.50
Premier Psychiatric group	\$ 3,237.50
Prince of the Road	\$ 20,439.21
R & A Transport, LLC	\$ 1,254.06
Release Ministries, Inc.	\$ 9,345.70
Ronda Maass	\$ 661.50
Rite of Passage	\$ 10,318.00
San Marcos Treatment Center	\$ 1,008.00
Sarpy County Juvenile Justice Center	\$ 13,538.00
Summit Care and Wellness	\$ 3,556.08
Susie Wragge LMHP, CPC	\$ 976.00
The Pines Residential Treatment Centers	\$ 1,995.00
The Salvation Army	\$ 17,857.70
Thurman Psychological, LLC	\$ 589.40
Villarreal's Translation	\$ 392.00
WICS Residence for Girls	\$ 1,489.60
YES House	\$ 19,215.00
Youth Care Inc.	\$ 28,518.00
YWCA Empowerment	\$ 140.00
	\$1,524,408.19

STATE OF NEBRASKA REMITTANCE ADVICE - RETAIN FOR TAX PURPOSES		NOT-NEGOTIABLE		WARRANT NUMBER 19992840	
DATE 01/12/11		AMOUNT 12135.46			
INVOICE NUMBER	DATE	REMARK	GROSS AMT	DISCOUNT	PAYMENT
VISINET SETTLEMENT	12/30/10	402-471-8939 ONE TIME PAYMENT	12135.46		12135.46

COPY

Budget 016039-434414 VCARE

PAYEE: 1940397 SARPY COUNTY

THIS WARRANT IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK CERTIFICATION SEAL ON THE BACK - HOLD AT ANGLE TO VIEW SEAL

LOGO CHANGES FROM RED TO COLORLESS WHEN SUBJECTED TO HEAT OR FRICTION

STATE OF NEBRASKA
TREASURY WARRANT

19992840

43-9/1040

DATE 01/12/11

PAY TO THE ORDER OF: SARPY COUNTY
JUVENILE JUSTICE CENTER
970 PORTAL RD
PAPILLION NE 68046-3150

AMOUNT ALTERATION VOIDS WARRANT

\$****12,135.46

VOID AFTER ONE YEAR

TWELVE THOUSAND ONE HUNDRED THIRTY FIVE AND 46/100*****

MEMO:

Don Stenberg
STATE TREASURER

[Signature]
DIRECTOR OF ADMINISTRATIVE SERVICES

TWO SIGNATURES REQUIRED

BERKSHIRE & BURMEISTER TRUST

002611

DATE : Dec 30/2010
CHE # : 2611
AMOUNT : \$1,402.54
ACCOUNT: TRUST - 1
PAID TO: Sarpy County Juvenile Justice Center

COPY

Budget 010039-434414 VCARE

Visinet payout to Vendor

CLIENT: VISIN - Visinet, Inc.
MATTER: VISIN-Cont

BERKSHIRE & BURMEISTER TRUST
1010 S. 120TH ST., SUITE 220
OMAHA, NE 68154

UMB BANK NA 18-69-1010 CHECK NO.

2611
002611

One Thousand Four Hundred Two ***** 54/100

PAY TO THE ORDER OF

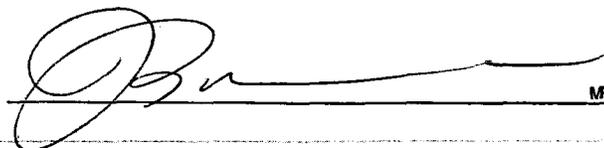
DATE

AMOUNT

Dec 30/2010 \$1,402.54

Sarpy County Juvenile Justice Center

Visinet payout to Vendor



⑈002611⑈ ⑆101000695⑆ ⑈1170890917⑈