

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

RESOLUTION TO APPROVE AGREEMENT WITH ALEGENT HEALTH FOR JUVENILE SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (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, the County requires care, treatment, evaluation, safekeeping and assesment of juveniles under the control of the Sarpy County Juvenile Court; and

WHEREAS, Alegent Health has the expertise and ability to provide such services.

NOW, THEREFORE, BE IT RESOLVED that the attached Agreement with Alegent Health is hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of January, 2012.

Sarpy County Board Chairman

Attest:

SEAL



County Clerk

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County" and Alegent Health, a nonprofit corporation created under the laws of the State of Nebraska and hereinafter "Provider."

WHEREAS, County is desirous of contracting for the care, treatment, evaluation, safekeeping and assessment of Juveniles under the control of the Sarpy County Juvenile Court; and,

WHEREAS, Provider is a duly qualified provider of such services;

NOW, THEREFORE, the parties hereto agree as follows:

I. Term of Contract

This Agreement shall be in full force from January 1, 2012 through December 31, 2012 unless the purpose of the Agreement is completed prior to that date, or the Agreement is otherwise terminated as provided herein.

II. Scope of Services

- A. This Agreement applies only to juveniles for which Sarpy County is financially responsible and excludes, at a minimum, juveniles who are wards of the State of Nebraska and juveniles who have coverage under any type of insurance.
- B. Provider will assume the care, treatment and sustenance of persons under control of the Sarpy County Juvenile Court as described in Section IIA above. Said care, treatment and sustenance shall include all food, programs, room, counseling, evaluation, supplies, medicine, lab procedures, assessments, staff support and treatment as generally described below:
 - 1. Impatient Psychiatric Evaluations. This would include an in-hospital stay up to three days, during which time the juvenile would be medically stabilized and psychological evaluations, testing and assessments would be done and a treatment plan would be recommended.
- C. At the time of admittance of any juvenile, the County shall provide a medical consent authorization form signed by the parent or legal guardian of the juvenile, or by the court exercising jurisdiction of the juvenile.

- D. The County shall be granted reasonable access to the Provider's facilities for purposes of inspection and inquiry pertinent to the facility's general operation or care and treatment of individuals held for the County.

III. Consideration

- A. In consideration of the above services, Provider shall be paid as follows:

Inpatient Psychiatric Evaluation. County will pay Provider for services provided in accordance with Section II at the Medicaid negotiated rate.

- B. Within sixty days from the end of each month, Provider will submit to County original itemized invoices based on the fees set forth in Section IIIA above. Such bills shall give credit towards County's Payment for any insurance, first party or third party payments which have been received or are expected to be received. In the event that Provider received additional payments after billing County, a credit will be posted to the County's account.

IV. Assignment

Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

V. Option to Renew

This Agreement may be renewed by the parties for two; one year periods preserving all original terms and conditions, subject only to renegotiation of Consideration. Such renewal shall be effectuated by written notice, each to the other, if Parties hereto agree to the new consideration.

VI. Severability Clause

It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal with any law of this State or of the United States, the validity of the remaining terms and conditions, provision or provisions shall not be affected, and the rights and obligations for the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be valid.

VII. Nondiscrimination Clause

Provider declares, promises and warrants that it has and will continue to comply fully with the Fair Labor Standards as required by Neb. Rev. Stat. 73-102 (Reissue 1990), Title VI of the

Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, *et seq.*, and Neb. Rev. Stat. 48-1122, *et seq.*, Reissue 1993), in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of his or her race, color, religion, sex or national origin. Provider further declares, warrants and promises to abide by the Americans with Disabilities Act of 1990 (P.L. 101-336); the Rehabilitation Act of 1973 (P.O. 93-112); the Drug Free Workplace Act; and such other federal and state laws and local ordinances as may govern this Agreement.

VIII. Conflict of Interest Clause

Pursuant to Neb. Rev. Stat. 23-3223 (Reissue 1991), the parties hereto declare and affirm that no officer, member or employee of County, and no member of its governing body, and no other public official or the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, shall participate in any decision relating to this Agreement which affects him or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. Use of Outside Agents

Provider warrants that it has not employed or retained any County or person, other than a bona fide employee working for Provider, to solicit or secure this Agreement and that Provider has not paid or agreed to pay any County or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

X. Non-Raiding Clause

Provider shall not engage the services of any person or persons presently in the employ of the County for work covered by this Agreement without the written consent of the employer of such person or persons.

XI. Independent Contractor Relationship

None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein/ Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. The County agrees to comply with and assist Alegent in observing federal and state accreditation standards, including, if applicable, standards of The Joint Commission, Nebraska Department of Health and Human Services, and/or Iowa Department of Inspection and Appeals.

XII. Entire Agreement

This Agreement and Exhibits hereto constitute the entire written agreement of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements of the parties regarding the subject matter of this Agreement.

XIII. Notice

All notices and other communications required or permitted to be given shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested and addressed as set forth below or at such other address such party shall have specified by notice given in accordance with the provisions of this Section:

If to Provider:

Alegent Health Behavioral Services
6901 N. 72nd Street
Omaha, NE 68122

If to County:

Sarpy County Clerk's Office
Ms. Deb Houghtaling
1210 Golden Gate Drive
Papillion, NE 68046

With a copy by regular US mail, postage prepaid to:

Alegent Health
General Counsel
12809 West Dodge Road
Omaha, NE 68154

XIV. Governing Law

This Agreement shall be construed under and shall be governed by the laws of the State of Nebraska and, to the extent applicable, the Internal Revenue Code and its Regulations, and governmental reimbursement statutes and regulations.

XV. Insurance

In order to adequately insure their respective personnel for liability arising out of the activities to be performed under this Agreement, County and Provider each agree to obtain and maintain in force and effect liability insurance to insure themselves and their respective personnel for liability arising out of activities to be performed under, or in any manner related to, this Agreement.

Each party agrees to provide professional liability and general liability insurance for itself, its agents and employees. Each party shall maintain professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Each party shall also each maintain comprehensive general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both parties agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days' advance written notice to the other party.

XVI. Termination

- A. Termination without Cause. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.
- B. Termination for Cause. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that (1) either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party; (2) the business of either party is terminated or suspended; (3) a petition for bankruptcy is filed by or against either party; (4) a receiver is appointed on account of either party's insolvency; or (5) if any assignment is made of either party's business for the benefit of its creditors. In addition, Alegent shall have the right to terminate this Agreement without notice in its sole discretion to preserve the quality of patient services and/or to protect the health, safety, or welfare of patients, employees, or other persons; provided, however, that Alegent will not terminate this agreement if County terminates the offending employee(s). Additionally, this Agreement will

terminate automatically upon the occurrence of the conditions described in the Excluded Provider Warranty section set forth in this Agreement.

XVII. Access to Books and Records

Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, each party shall make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on that party. County shall immediately notify Provider of its receipt of any such request for this Agreement and any other books, documents and records and shall provide Provider with copies of any such materials. In the event this Agreement is not subject to the provision of 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et. Seq. or relevant regulations, this paragraph shall be null and void.

XVIII. Excluded Provider Warranty

Each party hereby represents and warrants that it is not now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other of any actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of one party becomes so excluded, such employee shall be terminated. In the even that either party is excluded from participation in any federally funded health care program during the term of this Agreement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify other other for any and all damages arising from this Agreement which result from its exclusion from any federally funded health care program, including Medicare or Medicaid.

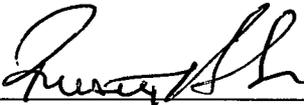
XIX. Residency Verification

The Provider agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Provider is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program

authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

Executed in duplicate this 10th day of January, ~~2011~~ ²⁰¹².

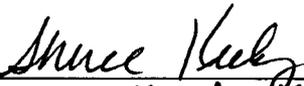
COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate

BY: 
Chairman, Sarpy County Board of Commissioners

Approved as to form:


County Attorney

ALEGENT HEALTH

BY: 
~~President~~ Vice President

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349

Debby Peoples, Asst. Purchasing Agent
(402) 593-4164

Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476

Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Juvenile Services Agreement

Sarpy County has previously entered into an agreement with Alegent Health for the care and treatment of juveniles under the control of the Sarpy County Juvenile Court. The Juvenile Justice Center has been satisfied with the services provided by Alegent Health and would like to continue this agreement.

Therefore, it is recommended the attached agreement be approved. Should you have any questions, please contact me at bcunard@sarpy.com.

December 29, 2011

Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Dick Shea