

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING REVISED INTERLOCAL COOPERATION
AGREEMENT FOR REGION 6 BEHAVIORAL HEALTHCARE

WHEREAS, pursuant to the Nebraska Behavioral Health Services Act (hereinafter, the "Act") found a Neb. Rev. Stat. §71-801, et seq., Sarpy County is to enter into an interlocal cooperation agreement to establish a regional behavioral health authority as detailed in the Act; 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, an agreement has been proposed pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., to revise the existing Interlocal Agreement made pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the Region 6 Behavioral Healthcare Interlocal Agreement, a copy of which is attached hereto, is hereby approved, and the Chair and the Clerk are authorized to sign the same.

BE IT FURTHER RESOLVED that the Interlocal Agreement approved by this Board on October 27, 2009 is hereby rescinded.

DATED this 12th day of January, 2010.

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

YEAS:	NAYS:	ABSENT:
<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	ABSTAIN:
<u>[Signature]</u>	_____	<u>none</u>
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____



Approved as to form:
[Signature]
 Deputy County Attorney

REGION 6 BEHAVIORAL HEALTHCARE

INTERLOCAL AGREEMENT

Amended & Restated July 13, 2011

This Region 6 Behavioral Healthcare Interlocal Agreement (hereinafter called "Agreement") is entered into and by and between Eastern Nebraska (defined below) which, upon its effective date, are parties to this Agreement for the purpose of developing and administering a cooperative and coordinated program of services to the designated population as identified in Section 14 of this Agreement and are an interest and concern of such persons who reside in the COUNTY OF CASS, NEBRASKA, the COUNTY OF DODGE, NEBRASKA, the COUNTY OF DOUGLAS, NEBRASKA, the COUNTY OF SARPY, NEBRASKA, and the COUNTY OF WASHINGTON, NEBRASKA (hereinafter called individually referred to as "Cass", "Dodge", "Douglas", "Sarpy", and "Washington", and collectively as "Eastern Nebraska").

NOW, THEREFORE, IT IS AGREED:

1. Statutory Authority for this Agreement. This Agreement is made and entered into pursuant to the provisions of the Nebraska Interlocal Cooperation Act, Sections 13-801 through 13-827, Reissue Revised Statutes of Nebraska, 1943 as amended, Reissue 1997 and Nebraska Behavioral Health Services Act, Section 71-801, et seq., 1943 as amended, Cum.Supp. 2007. Any enlargement of such statutes shall become a part of this Agreement without a need to formally amend this Agreement.
2. Intent. It is the expressed intent of Eastern Nebraska to jointly participate in the establishment and operation of "Region 6 Behavioral Healthcare" for the purpose of providing necessary and legally authorized behavioral health to promote and to maintain the personal growth and autonomy of people in Eastern Nebraska. Furthermore, this Agreement is intended to meet any current or subsequent requirements of Nebraska statutes, or by regulations adopted pursuant to the laws of the State of Nebraska, which are made for the purpose of establishing a regional behavioral health authority and intergovernmental cooperation agency which has the express purpose to develop, operate and supervise such behavioral health service programs as may be required or permitted within the Eastern Nebraska region.
3. Parties Eligible. When the county governments of Cass, Dodge, Douglas, Sarpy and Washington by certified resolution adopt and sign this Agreement each shall become a party thereto. Each party to this Agreement is then entitled to the rights and privileges and subject to the obligations as provided for in this Agreement.

4. Agency Established. There is hereby created and established an intergovernmental agency consisting of Cass, Dodge, Douglas, Sarpy and Washington as parties to this Agreement to be known as Region 6 Behavioral Healthcare (hereinafter called "Region 6"). Region 6 shall be organized pursuant to Nebraska Revised Statutes, Section 71-801, et seq. In addition to the terms of this Agreement, Region 6 shall be subject to and governed by bylaws which shall be adopted by the Region 6 governing board established herein at a regular or special meeting convened by such board (hereinafter called "Bylaws").
5. Governing Board – Appointment. There is hereby created a Region 6 governing board (hereinafter called "Board") for Region 6. One regular member appointed by and from each of the five county boards who are the parties to this Agreement shall constitute the Board. All appointments of regular members of the Board shall be for three-year terms. In addition, each party to this Agreement shall appoint an alternate county board member who shall act as a member of the Board when the regular member is unable to attend. Upon the death, disability, non-qualification or refusal to act by any Board member, either regular or alternate, the Board shall notify the county board of the Board member that a vacancy exists and such party shall appoint a replacement member within thirty days of such notification. Such replacement member's term of office shall be for the unexpired balance of the term of his or her predecessor.
6. Open Meetings Law. The Board shall hold all meetings in accordance with the Nebraska Public Meetings Law and shall publish notice of all regularly scheduled meetings with the usually accepted conventions.
7. Governing Board - Powers and Duties. The Board shall be responsible for the development and coordination of publicly funded behavioral health services within Eastern Nebraska pursuant to the rules and to the regulations adopted and promulgated by Region 6, including, but not limited to:
 - a. Appoint a regional administrator who shall be responsible for the administration and management of Region 6 ("Regional Administrator"),
 - b. Administration, management, oversight, and governance of Region 6,
 - c. Integration and coordination of the public behavioral health system within Eastern Nebraska,
 - d. Comprehensive planning for the provision of an appropriate array of community-based behavioral health services and continuum of care for Eastern Nebraska,
 - e. Create an annual budget and a proposed plan for the funding and administration of publicly funded behavioral health services within Eastern Nebraska,
 - f. Submit annual reports and other reports as required by the laws of the state of Nebraska,
 - g. Initiation and oversight of contracts for the provision of publicly funded behavioral health services,

- h. Coordinate and conduct audits of publicly funded behavioral health programs and services to be performed by independent certified public accounts, and
 - i. Have and exercise all powers and rights, not otherwise denied such Board by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in this Agreement.
- 8. **Financial Responsibility.** For the purposes of this Agreement, the term fiscal year shall be deemed to be that period concurrent with the fiscal year of the counties of the State of Nebraska or as otherwise required or allowed by laws of the State of Nebraska. The Board shall adopt a budget as and when provided for by the laws of this State. Such budget statement shall identify for each department and program area for the ensuing fiscal year, containing the following information:
 - a. For the prior fiscal year, all revenues separately stated as to sources, the amount of actual expenditures, and the unencumbered balance in revenue and in appropriations allotted and available to Region 6, from all sources at the beginning and end of such fiscal year, separately stated as to each source.
 - b. For the current fiscal year, actual and estimated appropriations and revenue allotted or available to Region 6 from all sources, and separately stated as to each source, the estimated unencumbered balance and such appropriations available at the end of the year, and the amount of estimated and actual expenditures for such fiscal year.
 - c. For the ensuing fiscal year, amounts proposed to be expended during the year, the estimated unencumbered balance in appropriations from each source estimated to be available at the beginning of the year, the revenue appropriated or to be received from sources other than the parties to this Agreement, and the amounts necessary to be contributed by the government's signatory hereto.

The Board shall provide for the audit of all accounts of Region 6 by independent certified public accountants. The reports concerning such audits shall be furnished to all parties to this Agreement.

- 9. **Region 6 Treasurer.** All monies for the use of Region 6 shall be held by the treasurer of Douglas, who shall serve as treasurer for the Board (hereinafter called "Treasurer"), in the same manner and under the same obligations as Treasurer for any other governmental subdivision.
- 10. **Financial Support.** A statement of the amount of the estimated total budget of Region 6 for each fiscal year shall be prepared and the amount requested from each county determined. Such budget document shall be transmitted by the Board to each party to this Agreement. Each party on or before September 1st of the fiscal year in which the appropriations are made for the use of Region 6 shall pay at least one-fourth of its share of the total appropriation into the Region 6

fund, and shall pay at least one-third of the remainder of such appropriation before the first day of October, January and April.

Default of a party to this Agreement in making payments in the manner and amounts as prescribed may be deemed equivalent by the Board, at its option, to its receipt of a resolution of termination in accordance with Section 18, with an effective date forty-five days subsequent to the day such payment should have been made by the defaulting party. In the event of such default of payment, the regular or alternate Board member from the defaulting party shall be entitled to notice of any meeting, be entitled to attend each Board meeting, but shall not be entitled to vote.

11. Services of Party Governments. Each signatory party hereby agrees to financially guarantee any mortgage, land contract or financing agreement entered into by Region 6 for real property located within the signatory party's territorial boundaries provided a Resolution authorizing such guarantee must first be approved by a resolution of the signatory party's governing board.

The Board shall direct disposition of such real property under its control as dispositions become necessary, other than those instances where such disposition may be required pursuant to Section 17 herein.

12. Insurance. All members of the Board, the Region 6 Regional Administrator all Region 6 personnel and all parties hereto shall be held harmless from any liability arising from the performance of their duties as authorized by Federal, State and local law or the terms of this Agreement. The Board is hereby authorized and directed to contract for, carry and pay the premium on, public liability insurance for the protection of Region 6, all members of the Board, the Region 6 Regional Administrator, all Region 6 personnel and all parties to this Agreement from any loss arising from actions brought against the above named for their lawful performance of the duties, responsibilities, rights and obligations specified in law and by this Agreement.

The Board is hereby authorized and directed to contract for, carry and pay the premiums on: insurance coverage for all real property, personal property, Region 6 vehicles and all other such property under the control of Region 6; blanket liability coverage; and, such bonds as may be necessary for members of the Board, the Region 6 Regional Administrator and certain of the employees of Region 6, as specified in the Bylaws.

The cost for premiums for such insurance coverage as authorized above shall be included in the regular and supplemental Region 6 budgets adopted by the Board pursuant to Sections 8 and 10 herein.

13. Public Protections. No clientele, participants or employees of any behavioral health service program under the direct auspices of Region 6 or by contract shall be denied such status by reason of sex, race, color, creed, national origin, disability or age, as prohibited by the Civil Rights Act of 1964, as amended, or by

any current or subsequent law, whether Federal, State or local. Furthermore, the parties to this Agreement hereby agree that all meetings and records of the Board or of any advisory committees to the Board are available and open to the public at reasonable times and places as prescribed by the Freedom of Information Act of 1967, as amended, as prescribed by Nebraska or laws of the United States, and any subsequent legislation pertaining to open records and public meetings.

Region 6 will either directly or indirectly provide, at or below cost, or without charge, a reasonable volume of behavioral health services to persons unable to pay therefore, consistent with statutory provisions and regulations of federal funding sources or the State of Nebraska. As used herein, the phrase "persons unable to pay therefore" includes both the legally indigent and persons who are otherwise self-supporting but are unable to pay the full cost of needed behavioral health services.

Region 6 personnel shall be employed pursuant to the provisions for this section and as further provided in the Bylaws.

14. Region 6 Purposes and Functions. The Board and Region 6 herein created shall exist to provide behavioral health services to designated populations, directly and by contractual agreement. Such services may be provided through programs to any classification, group or other category of persons who reside in Eastern Nebraska, or within the service area defined by Nebraska law, as well as to such persons or parties within or outside the confines of Eastern Nebraska where such persons or parties wish to contract with the Board for specific services, or where the Board has in practice approved such services.

Such behavioral health services shall be provided to persons, as defined in this section, who are known or found to be in need of the various specialized behavioral health services. Various behavioral health services to be offered to those persons eligible under the provisions of this section shall be defined from time to time by the Board in the Bylaws. Such services shall be designed to:

- a. Identify, evaluate, determine, and develop service plans, deliver needed service, and follow individual progress for such persons in need of, and eligible for, any behavioral health services program.
 - b. Habilitate, rehabilitate and/or provide services to eligible persons, through the appropriate behavioral health services, to their highest achievable levels of independent community living.
15. Region 6 Programs and Services to be Provided. Behavioral health services which shall be included within the total program of services to be offered directly or by contract by Region 6 shall include, but not be limited to:
- a. Region 6 Behavioral Healthcare.
 - b. The Region 6 Headquarters Office, for the administration of Region 6 and its behavioral health services, for the staff support of the Board and for the unified provision of those administrative, accounting, payroll, purchasing, human resources, and such other administrative functions.

- c. Such other authorized services as may be deemed necessary or appropriate by the Board may be added through Board resolution, or as may be required from time to time by applicable provision of the laws, or regulations adopted pursuant thereof, or any municipal corporation within Eastern Nebraska.

Nothing in this Agreement shall be construed to limit the ability of the Board to contract, pursuant to applicable provisions of law and regulation, with other public, as well as private-for-profit or private-not-for-profit corporations to carry out the provision of any behavioral health service; the requirements of good administrative, fiscal and accounting procedures; or, any and all other purposes, duties, powers, obligations or responsibilities of the Board or the parties hereto.

16. Board Meetings. Regular meetings of the Board shall be held monthly. The Board shall annually elect a Chairperson, Vice Chairperson and Secretary from and among the regular members of the Board, as described in the Bylaws hereto. The Board shall act by motion or resolution in all matters by and with the majority consent of all regular members, or their alternates. Special meetings may be called by the Chairperson of the Board or any three regular Board members upon notice to each regular and alternate member and those persons designated as advisors to the Board, the form and manner of notice to be contained in the Region 6 Bylaws; provided, however, that the Bylaws to this Agreement shall not restrict the Board from the power to fix the time and place of all regular Board meetings, other than the annual meeting of the Board. Those special committees, task forces, or advisory commissions established pursuant to law or by this Agreement by the Board shall meet periodically as may be required by law or regulation appropriate or applicable to the programs of any of the behavioral health services which are part of Region 6 herein created. In the absence of requirements by law or regulation, sub-divisions of the Committee shall meet periodically as may be required by the Board.
17. Termination of Parties to this Agreement. Any party to this Agreement may cease to be a party hereto and may withdraw at the conclusion of any fiscal year from membership in Region 6 through the adoption of a county board resolution that terminates Region 6 membership. To effectively withdraw, such Resolution shall be delivered to the Board and to each of the parties to this Agreement, at least ninety days before the conclusion of the fiscal year.

Upon termination by any party to this Agreement, the programs of Region 6 previously provided to the terminating county and the provision of any programs for persons residing within that county shall cease unless such terminating party makes acceptable contractual agreements, as determined by the non-terminating counties, as provided by this Agreement, or as required by the laws of the State of Nebraska.

All real and personal property owned by Region 6 and which may have been acquired in whole or in part through the funds provided by the terminating party

shall be and remain the property of Region 6. The terminating party shall permanently waive all claims, rights, title, interest, or demand, whatsoever, to a refund or return of any such real or personal property in cash or in kind.

18. Reinstatement of Terminated Parties. Any party to this Agreement, previously terminated, may be reinstated by the Board upon receipt of a county board resolution from the terminated county board, certified by the county clerk of such county, requesting reinstatement (hereinafter called "Resolution"). Upon receipt of a Resolution from the party requesting reinstatement, the Board shall at a regular or special meeting vote upon such request. Upon adoption by Board resolution to reinstate the terminated party, the party shall be reinstated only after contribution of its pro-rata share of funding then required by Region 6 to re-establish any behavioral health services for those persons residing within such reinstated county. Such contributions shall be made upon the same terms, conditions and time deadlines as provided in this Agreement. A certified copy of the Board resolution of reinstatement of a previously terminated county shall be filed with the county clerk in each county, which is a party to this Agreement.
19. Amendments to the Agreement. This Agreement may be amended. Any amendment shall be adopted by the Board in a resolution voted upon at any Board meeting (hereinafter "Amendment Resolution"). The Amendment Resolution shall be presented to each county board of the parties to this Agreement. Upon adoption of the Amendment Resolution by all county boards by resolution, such Amendment Resolution shall be considered ratified, confirmed and in effect. The Amendment Resolution of the Board and the resolution of each party shall then be recorded with each county clerk in certified form and copies thereof shall be attached hereto.
20. Termination of Agreement. If at any time, subsequent to the establishment of the Board and Region 6 pursuant to this Agreement, or only one party to this Agreement retains membership in Region 6, this Agreement shall be terminated. Further, this Agreement may be rescinded by the mutual consent of each and all parties to this Agreement, acting through resolutions of the respective county boards of the parties hereto. This Agreement may be terminated by the member signatories hereto for the purpose of establishing a new Agreement providing for a board, program offices, and a committee which may operate under any new Agreement for such purposes as may arise subsequent to the execution of this Agreement.
21. Disposition of Assets upon Termination. Upon complete termination of this Agreement, any and all assets, funds, personal, real or other property owned or held by Region 6, after the payment of all obligations, liabilities, costs, expenses and other charges validly incurred under this Agreement before the date of termination, shall at the option of the parties to this Agreement be returned to remaining parties signatory to this Agreement at the date of termination, in proportion to their contribution to the financial support of Region 6 in accordance

with the provisions of this Agreement, the Bylaws, and Board policies in effect at the time of termination.

In the alternative, upon termination of this Agreement, all assets, funds, real, personal or other property owned or held by Region 6 may be transferred to a successor agency, upon the execution of an appropriate resolution by the Board, as provided in Section 22 herein, with ratification by resolution adopted by each county board of the parties to this Agreement at the date of the termination thereof.

22. Notices. For purposes of providing notices to any party hereto, each county's county clerk shall be deemed each county's designee for all notices required herein.
23. Nondiscrimination. All parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant, as prohibited by the Civil Rights Act of 1964, as amended, or by any current or subsequent law, whether Federal, State or local. None of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
24. Employment Eligibility. Pursuant to and in order to be in compliance with Neb.Rev.Stat. §4-114(2), the parties hereby agree to use, as applicable, 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.
25. Applicable Law. The parties to this Agreement agree that Nebraska law will govern the terms, conditions and performance under this Agreement.
26. Entirety of Agreement. This Agreement contains the entire agreement of the participating counties. No representations were made or relied upon by any county other than those that are expressly set forth herein. No agent, employee or other representative of any Party is empowered to alter any terms hereof except as provided herein.

27. Assignment. No county which is a party to this Agreement may assign its rights under this Agreement without the express prior consent of all of the other Board members.
28. Waiver. Failure or delay by any party to this Agreement to exercise any right or power under this Agreement will not operate as a waiver of such right or power. If any party wishes to waive any right or power, such must be in writing to the secretary of the Board.
29. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of the Agreement will remain in full force and effect.
30. Indemnification. Each party to this Agreement agrees to indemnify and hold the other parties hereto harmless from and against all claims, expense, costs, attorney fees, judgment, suit, causes of action, settlement, and demands for personal injury, death, and damages which may accrue against another county or counties to the extent that it is caused by the negligent acts or omissions of the indemnifying party, its officers, directors, employees, agents, or subcontractors while performing duties under this Agreement, provided that each such party shall give written notice to the others of such claim, suit, judgment, settlement, demand or cause of action. This provision shall survive expiration or termination of this Agreement.
31. This Agreement is not intended to, nor shall it provide any third party, excluding any lawful assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action, right or privilege; except as otherwise provided for in this paragraph herein.
32. Heading/Captions. The headings/captions to each paragraph are intended for informational purposes only and do not define, limit, describe or construe the contents of such paragraphs.
33. Effective Date of Agreement. This Agreement shall become effective as of the 21st day of December, 2011 and supersedes any other agreement between Eastern Nebraska.

IN WITNESS WHEREOF the parties hereto have caused nine original copies of this Agreement to be executed and attested to upon the respective dates shown below.

Executed by the COUNTY OF CASS, NEBRASKA, this 2nd day of

Aug, 2011.

ATTEST:

Barbara E. Waller
County Clerk

James Peterson
Chairperson, Cass County
Board of Commissioners

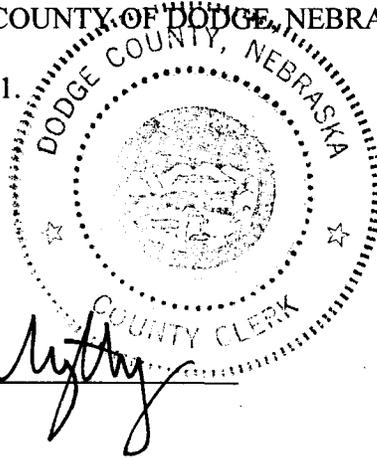
Approved as to Form:

[Signature]
County Attorney

IN WITNESS WHEREOF the parties hereto have caused nine original copies of this Agreement to be executed and attested to upon the respective dates shown below.

Executed by the COUNTY OF DODGE, NEBRASKA, this 10 day of August, 2011.

ATTEST:



[Signature]
County Clerk

[Signature]
Chairperson, Dodge County
Board of Supervisors

Approved as to Form:

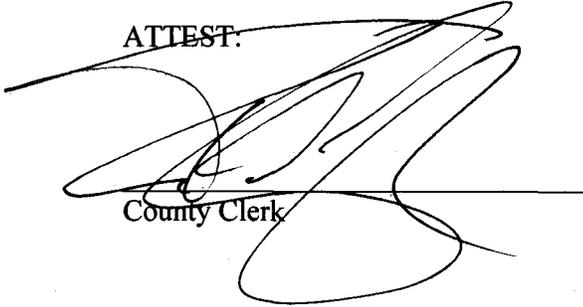
[Signature]
County Attorney

IN WITNESS WHEREOF the parties hereto have caused nine original copies of this Agreement to be executed and attested to upon the respective dates shown below.

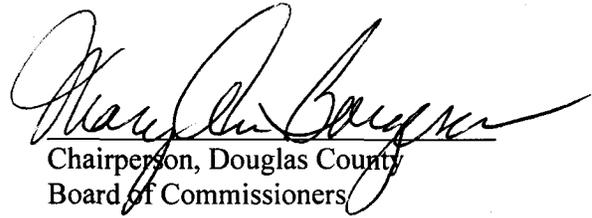
Executed by the COUNTY OF DOUGLAS, NEBRASKA, this 9th day of

August, 2011.

ATTEST:



County Clerk



Chairperson, Douglas County
Board of Commissioners

Approved as to Form:



County Attorney

IN WITNESS WHEREOF the parties hereto have caused nine original copies of this Agreement to be executed and attested to upon the respective dates shown below.

Executed by the COUNTY OF SARPY, NEBRASKA, this 13 day of

December, 2011.

ATTEST:



Debra J. Noughtaling
County Clerk

Tom Richard

Chairperson, Sarpy County
Board of Commissioners

Approved as to Form:

Nicole O'Keefe
County Attorney

IN WITNESS WHEREOF the parties hereto have caused nine original copies of this Agreement to be executed and attested to upon the respective dates shown below.

Executed by the COUNTY OF WASHINGTON, NEBRASKA, this 9 day of

August, 2011.

ATTEST:



Marcy M. Loubser
County Clerk

Mary Alice Johnson
Chairperson, Washington County
Board of Supervisors

Approved as to Form:

Deputy
William J. Turner
County Attorney

Chris Vance

From: Nicole O'Keefe
Sent: Monday, December 12, 2011 4:45 PM
To: Debra J. Houghtaling; Chris Vance; Michael A. Smith
Subject: region 6 agreemetn

Chris,

It appears that resolution 2010-016 has been pending for quite some time. According to Mike (out sick), the language issues have been resolved and I have a document to be re-signed by the Board. This document is similar in content with the document approved under Resolution 2010-016 however, there are some changes which amount to non-substantive clerical issues. Mike has asked that I get the Chair's signature on Tuesday. This agreement does not need to be re-approved by the board b/c the changes amount to non-substantive clerical issues within the Interlocal agreement.

Tomorrow, I will be dropping of an agreement to be signed by the Chairman along with several signature pages.

Thanks,

Nicole L. O'Keefe
Deputy Sarpy County Attorney
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-2230
Fax: 402-593-4359

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Region Behavioral Healthcare

Cass • Dodge • Douglas • Sarpy • Washington

December 22, 2011

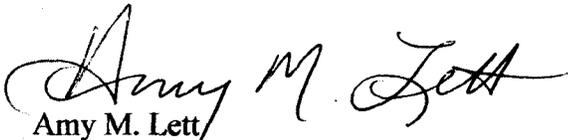
Mike Smith
Sarpy County - Deputy County Attorney – Civil Division
1210 Golden Gate Dr.
Papillion, NE 68046

Dear Mr. Smith:

Enclosed for your permanent files is a fully executed original of the Interlocal Agreement among Cass, Dodge, Douglas, and Sarpy Counties for Region 6 Behavioral Healthcare. The purpose of this agreement is to develop and administer a cooperative and coordinated program of behavioral health services for residents of the counties identified above.

Please contact me if you have any questions or comments at (402) 996-8370.

Sincerely,


Amy M. Lett

xc: Jim Warren
Sarpy County Commissioner