

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

**RESOLUTION APPROVING AGREEMENT WITH HEARTLAND FAMILY SERVICE**  
**FOR COUNSELING SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), 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;

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

WHEREAS, Sarpy County desires to contract with Heartland Family Services for comprehensive counseling services for Sarpy County Diversion Services; and

WHEREAS, Heartland Family Service has staff with the required qualifications and experience to provide these services.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the attached agreement with Heartland Family Service and any other related documents, the same being approved by the Board.

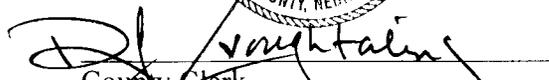
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 16<sup>th</sup> day of September, 2014.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

**Sarpy County Juvenile Diversion and Heartland Family Service  
2014-15 Agreement for Counseling Service**

This Agreement is entered into by and between Sarpy County, a body politic and corporate, and Heartland Family Service, a not-for-profit organization:

WHEREAS, the Sarpy County desires to obtain comprehensive counseling services in an economical and efficient manner; and

WHEREAS, Heartland Family Service has a comprehensive counseling service available within their organization; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions under which such counseling service shall be provided by Heartland Family Service to Sarpy County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

Scope of Service

1. **Purpose.** The purpose of this Agreement is to enable Heartland Family Service to help Sarpy County youth referred from the Juvenile Diversion program who are struggling with family, behavioral or emotional problems. A licensed mental health therapist will collaborate closely with Diversion personnel to meet the youth's needs through the course of brief counseling.

2. **Duration/Termination.** This Agreement shall commence on September 16, 2014 and terminate on June 30, 2015.

Provided, however, that Heartland Family Service or Sarpy County **may terminate the Agreement upon giving thirty (30) days written notice to the other party.** If the Agreement is terminated as provided in this section, then Sarpy County shall be liable only for payment in accordance with the terms of this Agreement for Service rendered prior to the effective date of termination and Heartland Family Service shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

3. **Service to be Provided.** Heartland Family Service will provide Licensed Mental Health professionals to perform brief counseling services to youth referred by Sarpy County Juvenile Diversion. These counselors will perform their duties throughout the duration of this Agreement, from September 16, 2014 to June 30, 2015.

The counselors shall provide services which include, but shall not be limited to, initial evaluations of referred youth that have family, behavioral or emotional problems, and up to 3 individual or family therapeutic sessions. Heartland Family Service therapists will provide updates and coordinate as needed with Sarpy County Diversion staff.

4. **Payment Terms.** The parties desire to have maximum flexibility in coordinating services to be provided under this agreement. To that end, the parties understand that Heartland Family Services shall

first seek payment from parents and/or guardians for services and shall only bill Sarpy County if clients do not have insurance and/or Medicaid; provided, however, in some circumstances Sarpy County will request that Heartland Family Service refrain from first seeking payment from parents and/or guardians. In those circumstances, Sarpy County will communicate with Heartland Family Service in writing to discuss billing.

Sarpy County's obligation for payment under this Agreement shall not exceed \$13,500. Sarpy County shall render payment to Heartland Family Service throughout the grant year on a quarterly basis, per invoice prepared by Heartland Family Service, for Services rendered. Invoices shall be substantially similar to Exhibit "A," attached hereto and incorporated herein. Said invoices shall be submitted to Jennifer Ozturk, Lead Sarpy County Diversion. Sarpy County shall have thirty days from the date of the invoice to render payment. The fees for services are as follows:

Youth sessions = \$105/session

Youth initial evaluations/interviews = \$120/initial evaluation/interview

5. Dwelling/Equipment. Heartland Family Service will provide on-site space necessary to provide the counseling service, at no additional cost to Sarpy County.

6. Independent Contractor Status. All persons performing Service hereunder shall be considered employees of Heartland Family Service and not employees of Sarpy County. Further, it is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

7. New Employee Work Eligibility Status. Heartland Family Service is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing Service 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.

8. Standards of Performance. All service performed hereunder by Heartland Family Service shall be performed in accordance with professional standards.

9. Confidentiality. The parties shall maintain the confidentiality of participant behavioral health records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records may be proprietary and confidential. Each party agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law, and notwithstanding any other provision of this Agreement to the contrary.

10. Indemnification. Unless otherwise specified herein, each party agrees to defend, indemnify and hold harmless the other party (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly arising out of or in connection with the indemnifying party's performance of any service or any other act or omission by or under the direction of the indemnifying party or its officers, agents or employees.

11. Administration of Agreement. Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto. In the case of Heartland Family Service, that official shall be the Program Director or his/her designee. In the case of Sarpy County, that official shall be the Diversion Assistant Director.

12. Insurance. During the course of services provided for by this Agreement, the Consultant shall maintain Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate. The insurance coverage identified in this section shall be kept in force during the life of the Agreement and if there is any event of cancellation or, or material change in any of the insurance coverage, the Consultant shall notify the County within thirty (30) days. The Consultant shall furnish proof of insurance coverage, if requested by the County.

13. Conflict of Interest. Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his 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.

14. Nondiscrimination. Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., 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 age, color, national origin, race, religion, creed, disability or sex.

15. Notice and Communication. Notice to the County and Heartland Family Service shall be given in writing to the agents for each party named below. These agents shall communicate from time to time,

as they deem necessary to discuss this Agreement, the performance thereunder and other relevant matters.

County:

Jennifer Ozturk  
Lead, Sarpy County Diversion Services  
1257 Golden Gate Drive, 11W  
Courthouse Annex West  
Papillion, NE 68046

Debra Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Heartland Family Service:

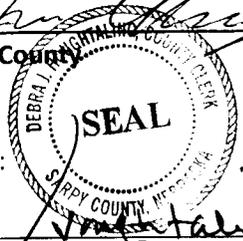
John Jeanetta  
President and CEO  
2101 S. 42<sup>nd</sup> Street  
Omaha, NE 68105

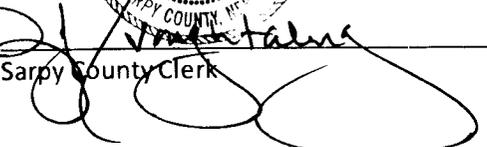
Heather Bird  
Nebraska Behavioral Health Director  
2101 S. 42<sup>nd</sup> Street  
Omaha, NE 68105

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 16<sup>th</sup> day of September 2014.

  
\_\_\_\_\_  
Sarpy County

Attest:



  
\_\_\_\_\_  
Sarpy County Clerk

  
\_\_\_\_\_  
Heartland Family Service  
John Jeanetta  
President and CEO

Approved as to form:

  
\_\_\_\_\_  
Deputy Sarpy County Attorney

**Invoice**  
Heartland Family Service

TO: Jennifer Ozturk

Invoice Date:

FROM:

**Reporting Month:**

<b>Item</b>	<b>Detail</b>	<b>Units</b>	<b>Rate</b>	<b>Total</b>
Assessments				
Therapy				
Case Consultations				
Case Conferencing				
Supplies				
Parental Assistance				
<hr/>				
<b>TOTAL</b>				

Please remit payment in the amount shown: