

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

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN**  
**AGREEMENT WITH WILES CONSULTING & ASSESSMENTS FOR**  
**PROFESSIONAL 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;

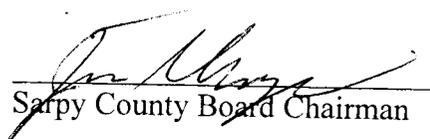
WHEREAS, Sarpy County is in need of various mental health and substance abuse, treatment, evaluations, and therapy (collectively "Services") for individuals within Sarpy County's Pretrial Services/Community Services Program;

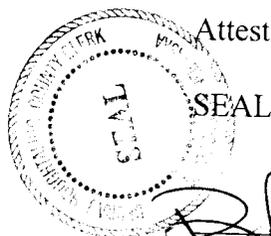
WHEREAS, Wiles Consulting & Assessments has the resources and training necessary to provide the Services; and

WHEREAS, Sarpy County and Wiles Consulting & Assessments desire to enter into the attached agreement to set forth the terms, conditions, and duties of the parties with regards to the Services.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Chairman to sign the attached agreement with Wiles Consulting & Assessments and any other related documents, the same being approved by the Board.

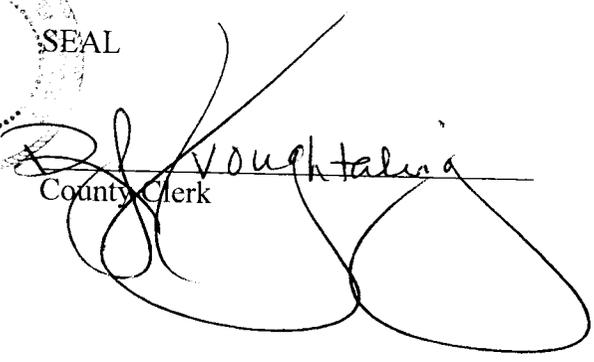
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 21<sup>st</sup> day of October, 2014.

  
Sarpy County Board Chairman



Attest

SEAL

  
County Clerk

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Don Kelly District 1  
Jim Thompson District 2  
Tom Richards District 3  
Brenda Carlisle District 4  
Jim Warren District 5

## MEMO

To: Sarpy County Board

From: Lisa A. Haire

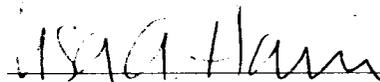
Re: Contract with Wiles Consulting & Assessments

On October 21, 2014 the County Board will be asked to approve and authorize the Chairman to sign the attached contract with Wiles Consulting & Assessments for Professional Services related to the Mental Health grant through Pretrial Release Services.

No County funds will be used for this contract. The contract is connection with the 2013-2014 Justice Assistance Grant (JAG) from the Nebraska Crime Commission.

Please contact Danielle Richler if you have comments or questions.

October 17, 2014

  
\_\_\_\_\_  
Lisa A. Haire  
593-1565

cc: Mark Wayne  
Brian Hanson  
Scott Bovick  
Beth Garber  
Danielle Richler  
Deb Houghtaling

**AGREEMENT WITH WILES COUNSELING & ASSESSMENTS FOR  
PROFESSIONAL SERVICES**

This Agreement is entered into by and between Wiles Counseling & Assessments (“Contractor”) and Sarpy County, a body politic and corporate (“County”).

WHEREAS, the Contractor has the skills and training necessary to provide various mental health and substance abuse treatment, evaluations, and therapy;

WHEREAS, the County’s Pretrial Services/Community Services desires to contract with the Contractor to provide various mental health and substance abuse treatment, evaluations, and therapy; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms, conditions, and duties of the parties.

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:

**1. SERVICES**

The Contractor shall provide to the County (collectively “Services”):

- a. Adult Substance Abuse Evaluations
- b. Level I Outpatient Substance Abuse Treatment (individual sessions)
- c. Level I 20 Week Outpatient Substance Abuse Treatment Program (gender specific)
- d. Mental Health Outpatient Therapy (individual intake sessions and individual sessions)

**2. CONTRACT PERIOD**

The Services shall be completed from April 21, 2014 through October 31, 2015. The parties may terminate this Agreement any time prior to October 31, 2015 provided that thirty (30) days written notice is given to the other party.

**3. RATES FOR SERVICES**

The following rates shall apply for the Services:

- a. Adult Substance Abuse Evaluations -- \$150.00 per evaluation
- b. Level I Outpatient Substance Abuse Treatment (individual sessions, generally 10-12) -- \$100.00 per session
- c. Level I 20 Week Outpatient Substance Abuse Treatment Program (gender specific, 60-80 hours) -- \$2,000.00

- d. Mental Health Outpatient Therapy (individual intake session, 60-90 minutes) -- \$165.00 per session
- e. Mental health Outpatient Therapy (individual sessions, 45-60 minutes) -- \$100.00 per session

#### **4. BILLING FOR SERVICES PERFORMED**

- a. The Contractor shall send an invoice to the County at the address listed below on the first day of each month for Services performed in the previous month. Unless an invoice or portions thereof are in dispute, the Contractor's invoices are due and payable within 30 days of receipt by the County.

Danielle Richler, Director of Pretrial/Community Services  
1267 Golden Gate Drive, Box 1610  
Papillion, NE 68046

#### **5. GENERAL PROVISIONS**

- a. Non-discrimination – Pursuant to Neb Rev. Stat. § 73-102, Contractor declares, promises, and warrants it has 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 which 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..
- b. Assignment – The parties shall not assign or transfer any interest, rights or duties under this agreement to any person, firm, or corporation without prior written consent of the other party. In the absence of such written consent, any assignment or attempt to assign shall constitute a material breach of this agreement.
- c. Force Majeure – Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster, or other similar events outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure shall not constitute a breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.
- d. Hold Harmless – The parties shall defined, indemnify, hold, and save harmless the other party and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages,

liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the other party arising out of, resulting from, or attributed to the willful misconduct, negligence, error, or omission of the other party, its employees, consultants, representatives, and agents, except to the extent such a party’s liability is attenuated by any action of the that party which directly and proximately contributed to the claims.

- e. Independent Entities – 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.
- f. New Employee Work Eligibility Status – The parties shall 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 USC §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.
- g. 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.

- h. Scope of the Agreement – This document contains the entire agreement between the parties, and there are no other written or oral promises, contracts, or warrants which may affect it.
- i. Savings Clause -- The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Contractor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and the Contractor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

## **6. INSURANCE**

In order to cover the Services rendered under this Agreement, Contractor shall provide and maintain professional liability insurance coverage with the total limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage per year (Professional Liability Insurance), and Contractor will provide a certificate of such Professional Liability Insurance to Sarpy County.

## **7. COMPLIANCE WITH LAW**

In the performance of its responsibilities pursuant to this Agreement, the Contractor shall adhere to all Federal and state statutory and regulatory requirements applicable to the Services.

## **8. NOTICE**

Written notice to the parties shall be sent to the following:

County:

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

Danielle Richler, Director of Pretrial/Community Services  
1267 Golden Gate Drive, Box 1610  
Papillion, NE 68046

Contractor:

Lori Wiles  
7551 Main Street, Suite 250  
Ralston, NE 68127

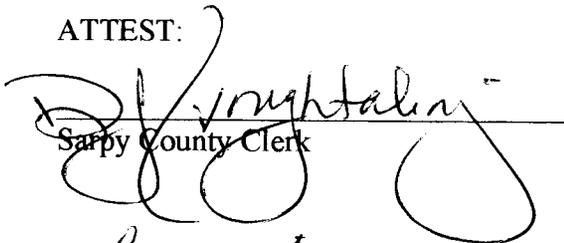
IN WITNESS THEREOF, on this 21<sup>st</sup> day of October, 2014 the parties have duly executed this Agreement hereto and each party acknowledges receipt from the other party of a duly executed copy of the Agreement.

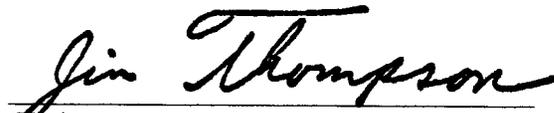


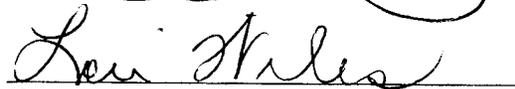
(Seal)

COUNTY OF SARPY, NEBRASKA,  
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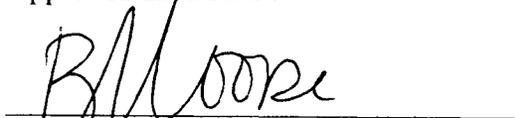
ATTEST:

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

  
\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

  
\_\_\_\_\_  
Contractor

Approved as to form:

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

Handwritten signature or scribble.