RESOLUTION AUTHORIZING CHAIRMAN TO SIGN ADDENDUM TO FAMILY SERVICE AGREEMENT FOR FACILITATION OF A CRISIS MEDIATION TEAM/UNIT FOR JUVENILES

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; and,

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

WHEREAS, Sarpy County and Heartland Family Service, have entered into an agreement approved by the County Board on April 7, 2015 by resolution 2015-121 as amended on June 30, 2015 by resolution 2015-228 for the purposes to facilitate a crisis mediation team/unit for juveniles; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that:

1. The attached Addendum extending the duration of the agreement to June 30, 2017 is approved.

2. This Board's Chairman, Clerk, Fiscal Administration and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator and County Administrator.

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 3rd date of May, 2016

Sarpy County Board Chairman

County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Heartland Family Service Addendum

On April 7, 2015 the County Board approved the original agreement with Heartland Family Service for consultation to facilitate a crisis mediation team/unit for juveniles. The addendum to the agreement will expire on June 30, 2016; however there is still grant funding available for this service. Therefore, we are requesting the agreement be extended until June 30, 2017 or when grant funds are no longer available, whichever is sooner.

Please feel free to contact me with any questions at bgarber@sarpv.com.

April 26, 2016

Beth Garber

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Lisa Haire
    Tami Steensma
    Jodi York
ADDENDUM TO THE AGREEMENT WITH HEARTLAND FAMILY SERVICE

This Addendum is made between Sarpy County (hereinafter “County”) and Heartland Family Service, Inc. (hereinafter “Contractor”) collectively referred to as the parties.

WHEREAS, the parties previously entered into an agreement on April 7, 2015 through Resolution 2015-121 as amended through an addendum on June 30, 2015 by Resolution 2015-228 concerning consultation to facilitate a crisis mediation team/unit for juveniles (“Agreement”); and

WHEREAS, the parties are desirous of amending a provision of said Agreement by this Addendum.

NOW, THEREFORE, it is hereby agreed by and between the parties:

I.

The prior Agreement between the parties is hereby amended by the terms of this Addendum.

II.

Section 2. Duration/Termination of said Agreement is hereby amended to read as follows:

“2. Duration/Termination.
This Agreement shall commence on July 1, 2016 and terminate on June 30, 2017, or when Grant funds are no longer available, whichever is sooner. Provided, however, that either party 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 HFS shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.”

III.

The remaining terms and conditions of said prior Agreement shall remain unchanged.
IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereby affix our signatures and seals as shown below.

Executed in duplicate this 3rd day of May 2016.

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

Chairman, Sarpy County Board of Commissioners

Heartland Family Service

By: ________________________________
Title: CEO
BOARDS OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN ADDENDUM TO FAMILY SERVICE AGREEMENT FOR FACILITATION OF A CRISIS MEDIATION TEAM/UNIT FOR JUVENILES

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; and,

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

WHEREAS, Sarpy County and Heartland Family Service, have entered into an agreement approved by the County Board on April 7, 2015 by resolution 2015-121 for the purposes to facilitate a crisis mediation team/unit for juveniles; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that:

1. The attached Addendum extending the duration of the agreement to June 30, 2016 is approved.

2. This Board’s Chairman, Clerk, Fiscal Administration and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator and County Administrator.

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 30th date of June, 2015.

[Signatures]
Sarpy County Board Chairman

[Seal]

County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Heartland Family Service Addendum

On April 7, 2015 the County Board approved an agreement with Heartland Family Service for consultation to facilitate a crisis mediation team/unit for juveniles. The original agreement has a duration expiring on June 30, 2015; however there is still grant funding available for this service. Therefore, we are requesting the agreement be extended until June 30, 2016 or when grant funds are no longer available, whichever is sooner.

Please feel free to contact me with any questions at bgarber@sarpy.com.

June 23, 2016

Beth Garber

CC: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Erin Sliva
    Lisa Haire
ADDENDUM TO THE AGREEMENT WITH HEARTLAND FAMILY SERVICE

This Addendum is made between Sarpy County (hereinafter “County”) and Heartland Family Service, Inc. (hereinafter “Contractor”) collectively referred to as the parties.

WHEREAS, the parties previously entered into an agreement on April 7, 2015 through Resolution 2015-721 concerning consultation to facilitate a crisis mediation team/unit for juveniles (“Agreement”); and

WHEREAS, the parties are desirous of amending a provision of said Agreement by this Addendum.

NOW, THEREFORE, it is hereby agreed by and between the parties:

I.

The prior Agreement between the parties is hereby amended by the terms of this Addendum.

II.

Section 2. Duration/Termination of said Agreement is hereby amended to read as follows:

“2. Duration/Termination. This Agreement shall commence on April 1, 2015 and terminate on June 30, 2016, or when Grant funds are no longer available, whichever is sooner. Provided, however, that either party 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 HFS shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.”

III.

The remaining terms and conditions of said prior Agreement shall remain unchanged.
IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereby affix our signatures and seals as shown below.

Executed in duplicate this 17TH day of June, 2015.

COUNTY OF SARPY, NEBRASKA,  
A Body Politic and Corporate.

Chairman, Sarpy County Board of Commissioners

Heartland Family Service

By:  
Title: President & CEO
RESOLUTION AUTHORIZING THE CHAIRPERSON TO SIGN THE AGREEMENT WITH CONSULTANT TO FACILITATE A CRISIS MEDIATION TEAM/UNIT FOR JUVENILES

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; and,

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

WHEREAS, Sarpy County desires to contract with Heartland Family Services ("Consultant") to facilitate a Juvenile Crisis Mediation Team; and,

WHEREAS, the Consultant has the required qualifications and experience to provide these services.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Board Chair is hereby authorized to sign the attached agreement with the Consultant 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 7th day of April.

ATTEST:

SEAL

Sarpy County Board Chairman
Sarpy County Clerk
MEMO

To: Sarpy County Board
From: Lisa Haire
Re: Contract with Heartland Family Services

On April 7, 2015, the County Board will be asked to authorize the Chair to sign the attached contract with Heartland Family Services to facilitate a Crisis Mediation Team/Unit for juveniles.

No County funds will be used for this contract. This contract is in connection with the Community Based Juvenile Services grant funding from the Nebraska Crime Commission.

Please contact Dick Shea or Jodi York if you have comments or questions.

April 3, 2015
Lisa A. Haire
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Bekk Garber
Dick Shea
Jodi York
Deb Houghtaling
Agreement with Heartland Family Service for Juvenile Crisis Mediation Unit/Team

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, a program ("Program") has been proposed by Heartland Family Service ("HFS") wherein a Juvenile Crisis Mediation Unit/Team ("Unit/Team") will be available for families that encounter conflicts and crises that require intervention by a licensed therapist;

WHEREAS, the goal of the Program is designed to provide youth with services that divert them from the criminal justice or social services systems, such services include assessment of the nature of the crisis, immediate de-escalation, and conflict resolution;

WHEREAS, although the main goal of the Program is to keep the family intact with safety measures in place, the Unit/Team will explore the option of placing the child in an unbiased home or other immediate placement; and

WHEREAS, the Program is funded through the 2014 Community Based Juvenile Services Aid Grant ("Grant").

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. Purpose.
The purpose of this Agreement is to set forth the terms and conditions under which the Program shall be provided by HFS and reimbursed by Grant funds from Sarpy County. The Program shall only be available to juveniles within Sarpy County.

2. Duration/Termination.
This Agreement shall commence on April 1, 2015 and terminate on June 30, 2015, or when Grant funds are no longer available, whichever is sooner. Provided, however, that either party 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 HFS shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

3. HFS Duties.
   a) HFS will have a licensed therapist on call twenty-four hours a day, seven days a week and available to respond to and mediate the family crisis or conflict. Such family crisis or conflict includes but is not limited to situations such as a runaway child, physical violence, and verbal altercations. For purposes of this Agreement “respond to and mediate” includes assessment of the nature of the family crisis or conflict, immediate de-
escalation of the crisis or conflict, and crisis or conflict resolution including the
development of a safety plan.
b) Following the family crisis or conflict, the licensed therapist will provide written
assessments in regards to findings during the mediation. This information shall be used
to formulate statistical information which will be submitted monthly to District 2
Probation. Said statistical information shall be de-identified such that no personally
identifiable information is contained therein.
c) The Lead Therapist will coordinate referrals for services needed by those clients who
consent to further mediation from HFS. This referral shall take place within twenty-four
business hours after the crisis or conflict. Follow-up shall be made again thirty days after
the crisis or conflict.
d) HFS through the Unit/Team shall work collaboratively with Sarpy County’s Juvenile
Probation, CARE Program, Diversion Program, and local law enforcement agencies for
the purpose of providing referrals to the Program.
e) HFS shall educate local law enforcement agencies on the proper utilization of the
Program.
f) The Unit/Team shall assess for need of placement outside the home (i.e. a friend or
family member) or other immediate placement for a temporary basis. If when this option
is unsuccessful, the Unit/Team shall contact a Sarpy County Probation Officer or other
appropriate contact for immediate placement of the child.
g) HFS shall not act in a manner that is inconsistent with the terms of the grant contract.

4. Payment.
Sarpy County shall reimburse HFS $145 per hour for each crisis or conflict mediation by the
Unit/Team, however reimbursement shall not exceed $650 per call/mediation. For purposes of
this Agreement, the $650 maximum per call/mediation includes services rendered in connection
with the initial mediation and as described herein. Reimbursement shall also include time spent
traveling to and from the crisis or conflict mediation and time spent completing required
paperwork. Sarpy County shall also reimburse HFS a daily per diem of $50. The purpose of the
per diem is to compensate HFS for facilitating the Program and ensuring that the Unit/Team is
available twenty-four hours a day, seven days a week. HFS shall submit a monthly invoice to
Sarpy County (Attn: Debby Peoples, re: 2014 Community Based Juvenile Services Aid Grant)
for the services and per diem described herein. In no event shall Sarpy County be responsible for
charges incurred in excess of the Grant funds.

All persons performing services hereunder shall be considered employees or independent
contractors of HFS 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.
HFS 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.

All service performed hereunder by HFS or its contractors shall be performed in accordance with professional standards. Further, said services shall be in accordance with the Grant terms.

The parties shall maintain the confidentiality of participant 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. Insurance. During the course of services provided for by this Agreement, the HFS and its contractors 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 by HFS or its contractors,
HFS shall notify the County within seven (7) days. HFS shall furnish proof of insurance coverage, if requested by the County.

12. Conflict of Interest.
Pursuant to Neb. Rev. Stat. § 23-3113, the parties hereto declare and affirm that no officer, member, or employee of Sarpy County, and no member of its governing body, and no other public official of the Sarpy 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 Sarpy County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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.

Notice to Sarpy County and HFS 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:

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

Heartland Family Service:

Jenny Stewart
Director of Response Services
1515 Ave J
Council Bluffs, IA 51501
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 3rd day of April 2015.

[Signatures]

Heartland Family Service

Kristine Hull, CFO
Name and title

Approved as to form:

[Signature]

Deputy Sarpy County Attorney

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