RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH C. RAY MYERS FOR EVALUATION, COUNSELING, MENTAL/BEHAVIORAL HEALTH SERVICES FOR JUVENILE DIVERSION 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; 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, the County of Sarpy desires to enter into a contract with C. Ray Myers ("Consultant") evaluation, counseling and mental/behavior health services for Juvenile Diversion Services, as described in the attached agreement; 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 this Board hereby approves and adopts the agreement with C. Ray Myers, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with C. Ray Myers, a copy of which is attached, 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 20th day of September, 2016.

Sarpy County Board Chairman

Sarpy County Clerk
To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Consulting Services Agreement with C. Ray Myers

During the September 20, 2016 Board meeting the Board will be asked to approve an agreement with C. Ray Myers for counseling, mental health and substance abuse treatment. Diversion Services has not paid for any services provided by Mr. Myer’s, but will once the agreement is approved. Also, Mr. Myer’s is not related to any employee in the Diversion Office. This is a fully grant funded agreement.

Please let me know if you have any questions.

September 15, 2016

Beth Garber

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Carisa Gosda
Counseling Services Agreement

This Agreement is entered into by and between Sarpy County, Nebraska, a body politic and corporate (hereinafter "Sarpy") and C. Ray Myers, a sole proprietor (hereinafter "Consultant"). Collectively, Sarpy and Consultant are hereinafter sometimes referred to as a "Party" or the "Parties".

Preliminary Statement

WHEREAS, Sarpy may retain independent Consultants to perform professional services to or for Sarpy or any department thereof; and,

WHEREAS, the Diversion Office of the County Attorney utilizes counseling, mental health and substance abuse treatment programs in order to reduce incarceration and recidivism among individuals accepted into the Diversion Program; and,

WHEREAS, Sarpy desires to obtain evaluation, counseling, and mental/behavioral health services for some of its juvenile Diversion Office clients and families who are struggling with family, behavioral or emotional problems; and,

WHEREAS, The Nebraska Administrative Office of Probation maintains a list of Registered Service Providers for said services; and,

WHEREAS, Consultant is currently a Registered Service Provider with the Nebraska Administrative Office of Probation for said services; and,

WHEREAS, Consultant represents that it is qualified to perform said evaluation, counseling, and mental/behavioral health services for juveniles and families and desires to so perform pursuant to the terms and provisions of this Agreement and the applicable Nebraska Administrative Office of Probation guidelines attached as Exhibit A In the event that there is a conflict in procedure between this Agreement and Exhibit A, this Agreement shall take priority.

NOW, THEREFORE, in consideration of, and based upon the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

Scope of Services

1. A Sarpy Diversion Officer will refer juveniles or families to Consultant for one or more of the Services listed in paragraph 4. Upon receipt of the referral, Consultant shall seek out collateral information from the assigned Diversion Officer regarding the reason for referral, perform an evaluation, and determine a treatment plan. Consultant shall have written authorization from a Diversion Officer prior to providing any treatment.

2. With a signed release of information to Sarpy, Consultant shall provide Sarpy with a copy of the evaluation, treatment plan outlining the services to be provided, and progress notes.
3. The Diversion Officer may authorize up to eight (8) outpatient treatment sessions for the juvenile or family. Consultant may be allowed to provide additional outpatient treatment sessions following the written approval from Jennifer Thomas, Assistant Director of Diversion, Carisa Gosda, Diversion Supervisor or Jean Brazda, Diversion Director.

4. Consultant may provide the following evaluation, counseling, and mental/behavioral health services, (hereinafter “Services”) to those juveniles or families referred to Consultant including:
   a. Outpatient counseling services for mental health and substance abuse;
   b. Outpatient intensive counseling services for mental health and substance abuse;
   c. Substance abuse evaluations,
   d. Co-occurring evaluations;
   e. Psychiatric evaluations;
   f. Psychiatric interview;
   g. Psychological evaluations including any testing; and
   h. Risk evaluations for juveniles who sexually harm.

Payment:

5. Sarpy shall only be responsible for payment pursuant to the terms of this Agreement.
   a. Consultant shall keep track of the dates and times of the Services and submit an invoice to Jennifer Thomas, Assistant Director. Invoices shall be submitted no more frequently than every two (2) weeks. All invoices for the month are required to be submitted no later than the 5th of the following month. Invoices shall be due and payable within thirty (30) days of receipt. If Sarpy objects to all or any portion of an invoice, Sarpy shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. The remainder may be paid upon resolution of the dispute.
   b. Sarpy shall only be responsible for payment of Services not covered by participants’ insurance. It shall be the responsibility of the Consultant to request insurance information from the participant.
   c. In no event will invoices be submitted more than 90 days after service is provided.
   d. Sarpy funds this Agreement with a grant from the Nebraska Crime Commission. The grant funding ends June 30, 2017. All invoices are required to be submitted no later than July 5, 2017; or, in the event of a renewal period, invoices are to be submitted no later than the July 5th immediately following the end of the renewal term.
   e. Compensation for Services shall not exceed the following amounts and shall be invoiced as follows:
      i. Substance abuse services:
         1. Evaluation, $190 per evaluation.
         2. Outpatient counseling, $88 per session.
         3. Intensive outpatient counseling, $27 per hour.
      ii. Co-occurring evaluation, $313 per evaluation.
      iii. Psychiatric evaluation, $324 per evaluation.
iv. Psychiatric interview, $127
v. Psychological evaluation, $750 per evaluation; $90 for any additional testing.
vi. Risk evaluation for juvenile who sexually harms, $1,000 per evaluation.
vii. Outpatient counseling, $88 per session.
viii. Intensive outpatient counseling, $27 per hour.

General Terms and Conditions

6. Independent Contractor Status. Consultant and Consultant's representatives, agents, or employees shall in the performance of this Agreement at all times be an independent contractor and not an employee or agent of Sarpy. 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.

7. Term and Termination. The term of this Agreement shall be from July 1, 2016 to June 30, 2017. This Agreement may be terminated by either Party at any time, without cause, with thirty (30) days written notice to the other Party. If the Agreement is terminated then Sarpy shall only be responsible for payment pursuant to the terms of this Agreement which are rendered prior to the effective date of the termination.

8. Automatic Renewal Period. This Agreement will automatically renew for one (1) year periods under the same terms and conditions unless a Party gives written notice to the other Party that the Agreement is terminated.

9. Licensing and Permitting. If Consultant or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the Services which are the subject of this Agreement, then prior to the effective date of this Agreement, and as a condition precedent to its taking effect, Consultant shall provide to Sarpy a copy of its current license and permits required to operate in the State of Nebraska, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Agreement.

Consultant shall notify Sarpy immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Consultant or its agents.

Consultant shall provide Registered Service Provider documentation from the Nebraska Administrative Office of Probation prior to the effective date of this agreement. Consultant shall notify Sarpy immediately of any change of status of being a Registered Service Provider with the Nebraska Administrative Office of Probation.

10. Indemnification. 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. Consultant shall maintain insurance as listed below. The insurance coverage shall be kept in force during the life of the Agreement and if there is any event of cancellation or material change in any of the insurance coverage, the Consultant shall notify Sarpy within thirty (30) days. All insurance coverages herein required of the Consultant shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-.

a. Professional liability insurance with a minimum coverage of $1,000,000 per occurrence, and $1,000,000 aggregate.

b. Automobile liability insurance with coverage for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident. Sarpy is to be named as an additional insured on the insurance coverage required under this section.

c. Workers’ Compensation and Employers Liability Insurance. The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers’ Compensation and $500,000 each accident for Coverage B, Employers Liability.

d. Commercial General Liability Insurance should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage. The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. Sarpy is to be named as an additional insured on the insurance coverage required under this section.

12. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska.

13. Amendment/Merger/Assignment. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all
prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement. Any attempted assignment without such approval shall be void and shall constitute a breach of contract.

14. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

15. **Representations.** Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.

16. **Good Faith.** Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

17. **New Employee Work Eligibility Status.** The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant 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. If the Consultant is an individual or sole proprietorship, the following applies:
   a. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
   b. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
   c. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

18. **Notice.** The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as
required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement.

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

And

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

19. **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 contract, or the performing of Services pursuant to this contract, 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.

20. **Headings.** The headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]
IN WITNESS WHEREOF, we the contracting Parties, by our respective and duly authorized agents, hereto affix our signatures and enter into this Agreement. Executed on the dates indicated with the signatures below.

Executed by Sarpy County this 20th day of September, 2016

SARPY COUNTY, NEBRASKA
A Political Subdivision
Chairperson, Board of Commissioners
Approved as to form:

Sarpy County Attorney
Exeuted by Consultant this 24 day of August, 2016.

Consultant:

C. Ray Myers

By: ____________________________

Name: __________________________

Its: LIMHP-LOO6