BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN AN AGREEMENT WITH REGION 6 BEHAVIORAL HEALTHCARE FOR THE PROVISION OF MENTAL HEALTH ATTORNEY SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, funding is available to Sarpy County through Region 6 Behavioral Healthcare for the provision of mental health services to be provided by a Sarpy County Deputy Attorney; and,

WHEREAS, Sarpy County has the personnel and resources to coordinate and provide mental health services as described in the attached Agreement; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Sarpy County Chairman is hereby authorized to sign the attached Agreement FY17 1-29.

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 19th day of August, 2016.

Sarpy County Board Chairman

ATTEST:

Sarpy County Clerk
MEMO

To: Sarpy County Board

From: Brian Hanson

Re: Region 6 Behavioral Healthcare Agreement

On August 16, 2016, the County Board will be asked to approve the attached Agreement with Region 6 Behavioral Healthcare. Under this Agreement, Sarpy County will provide a Deputy County Attorney to complete tasks such as conducting and attending hearings before the Mental Health Board, facilitating referrals to the Mental Health Diversion Program, and consulting with Region 6 staff on mental health issues. In return, Region 6 will reimburse Sarpy County for a portion of the salary and benefits of the Deputy County Attorney to a maximum amount of $89,121. This is the same funding level as the 2016 fiscal year and is $7,822 short of covering total actual expenses.

August 8, 2016

Brian Hanson

cc: Mark Wayne
    Scott Bovick
    Lee Polikov
    Dean Loftus
    Pete Pirsch
    Lisa Haire
This Agreement is entered into by and between the Region 6 Governing Board (hereinafter referred to as Region 6), 3801 Harney Street, Omaha, Nebraska, 68131, Sarpy County (hereinafter referred to as Provider) 1210 Golden Gate Drive, Suite 1250, Papillion, NE 68046-2839.

The parties mutually agree as follows:

1. CONTRACT PERIOD

   The services specified in this Agreement shall be completed from July 1, 2016 to June 30, 2017.

2. STATEMENT OF WORK

   The Sarpy County Attorney’s Office will staff one (1) full time Deputy County Attorney for mental health issues. Funds received by the Provider from Region 6 will be applied towards, and used exclusively for, the salary and benefit costs of the mental health attorney. The duties of the position include the following:

   a. Coordinate Mental Health Commitment Petitions pursuant to the Nebraska Mental Health Commitment Act, NEB.REV.STAT. §§71-901 through 71-962.

   b. Conduct hearings and appear before the Sarpy County Board of Mental Health (BOMH).

   c. Refer and facilitate referrals to the Mental Health Diversion Program, consult and coordinate with Mental Health Diversion Manager.

   d. Attend Behavioral Health Task Force meetings, as scheduled.

   e. Maintain and submit agreed upon outcomes and data that are to be reported to the Region on an agreed upon timeframe.

   f. Be available for consultation to Region 6 staff on issues regarding Board of Mental Health (BOMH), Emergency Protective Custody (EPC), and/or Civil Protective Custody (CPC) related items.

   g. Assist Region 6 with education and training as requested.
3. PAYMENT FOR SERVICES

   a. The total cost of the Agreement shall not exceed $89,121.

   b. The reimbursement shall be made payable to “Sarpy County Treasurer” and payment sent to the following address:

   Lee Polikov, Sarpy County Attorney
   1210 Golden Gate Drive, Suite 3147
   Papillion, NE 68046

4. BILLING FOR SERVICES PERFORMED

   a. The Provider shall bill Region 6 for actual expenses incurred under this Agreement consistent with the approved budget submitted August 11, 2015.

   b. The Provider shall submit monthly invoices no later than the fifteenth (15th) day of the month for expenses incurred in the previous month using a format specified by the Region. The billing must include supporting documentation of the expenditures, including but not limited to, an accounting system ledger or receipts. The billing form must be signed by an authorized representative of the Service Provider and shall be sent to:

   Brett Matthies, Manager of Emergency Services
   Region 6 Behavioral Healthcare
   3801 Harney Street
   Omaha, NE 68131

   c. The Provider shall be paid by Region 6 within 20 days of receipt of the billing.

5. GENERAL PROVISIONS

   a. The Provider agrees to maintain all fiscal records for the time period specified in this contract. Such records shall be available for inspection by authorized representatives of the Region with the express understanding that any inspection will comply with federal and state laws and regulations regarding confidentiality.

   b. Anti-Discrimination – The Provider shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the American’s with Disabilities Act of 1990, Public Law 101-336; and Nebraska Fair Employment Practice Act, NEB. REV. STAT. 48-1101 to 48-1125. Violation of said statues and regulations will constitute a material breach of agreement.
c. Assignment – The Provider shall not assign or transfer any interest, rights or duties under this agreement to any person, firm, or corporation without prior written consent of Region 6. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.

d. Assurance – If Region 6, in good faith, has reason to believe that the Provider does not intend to, is unable to, has refused to, or doesn’t continue to perform all material obligations under this agreement, Region 6 may demand in writing that the Provider give written assurance of intent to perform. Failure by the Provider to provide written assurance within the number of days specified by the demand may, at Region 6’s option, be the basis for terminating this agreement.

e. Drug-Free Workplace – Provider agrees, in accordance with 41 USC 701 et al., to maintain a drug-free workplace by: 1) publishing a drug-free workplace statement; 2) establishing drug-free awareness program; and 3) taking action concerning employees who are convicted of violating drug statues in the workplace.

f. 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.

g. Hold Harmless
   1) The Provider shall, indemnify, hold and save harmless Region 6 Behavioral Healthcare 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 Region 6 Behavioral Healthcare arising out of, resulting from, or attributed to the willful misconduct, negligence, error or omission of the Provider, its employees, consultants, representatives and agents, except to the extent such Provider’s liability is attenuated by any action of Region 6 Behavioral Healthcare which directly and proximately contributed to the claims. The Provider is prohibited from engaging a private contract attorney to perform the duties of the statement of work.

   2) Region 6 and the Provider understand that Region 6 Behavioral Healthcare, its officers and employees are liable only to the extent that there is a judgment under
the Political Subdivision Tort Claim Act, Neb. Rev. Statute 13-901, et seq and Provider's claims, if any, against Region 6 Behavioral Healthcare are limited by the Political Subdivision Tort Claims Act (Neb. Rev. Statute 13-901, et seq.) or as limited by any other statute or common law in Nebraska. By agreeing to the terms of this Agreement, Region 6 Behavioral Healthcare is not assuming liability for the actions of the Provider.

h. Independent Entity - The Provider is an Independent Entity and neither it nor its employees shall, for any purpose, be deemed employees of Region 6 or entitled to receive Workers' Compensation benefits from Region 6. The Provider shall employ and direct such personnel as it required to perform its obligations under this agreement, exercise full authority over its personnel, and comply with all Workers' Compensation laws, employer's liability and other federal, state, and county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by the agreement.

i. Lobbying - The Provider certifies that no appropriated funds shall be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement for: 1) the agreeing of any Federal agreement; 2) the making of any Federal grant; 3) the entering into any cooperative agreement; and 4) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

j. New Employee Work Eligibility Status - The Provider 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.

k. Termination - This Agreement may be terminated, in whole or in part, at any time by written agreement. This Agreement may be terminated by Region 6 or the Provider if it reasonably determines that the other Party is in breach or violation of this Agreement and, after delivery of written notice to the other Party setting forth said violation or breach, the other Party does not cure said violation or breach within 60 days after said notice is provided, which termination shall be effective upon written notice of termination to the Party in breach or violation.

l. Insurance -- The Provider agrees to provide, at its own expense, professional liability insurance that insures claims against the Provider that may arise out of the acts or omissions of its employees in performing this Agreement.
6. COMPLIANCE WITH LAW

In the performance of its responsibilities pursuant to this Agreement, the Provider shall adhere to all Federal and state statutory and regulatory requirements, and any subsequent revisions or enactments including: (1) the Omnibus Budget Reconciliation Act of 1981, as amended by the Alcohol Abuse, Drug Abuse, Mental Health Amendment of 1984, (2) the Omnibus Budget Reconciliation Act of 1987, (3) the Anti-Drug Abuse Act of 1988, (4) the Drug Abuse Technical Corrections Act of 1989, (5) the Alcohol, Drug Abuse, and Mental Health Reorganization Act and the Health Insurance Portability and Accountability Act of 1996. The Provider agrees to amend this Agreement as necessary to bring it into conformity with federal law or regulation changes.

IN WITNESS THEROF, 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.

Chair, Sarpy County Board

Date 8/16/2016

Chair, Governing Board
Region 6 Behavioral Healthcare

Date 9/15/2016