

**AGREEMENT FOR THE
PROVISION OF MENTAL HEALTH COUNSELING SERVICES
THROUGH THE COMHT PROGRAM**

WHEREAS the Nebraska Department of Health and Human Services, Division of Health and Well-Being (hereinafter “the Department”) and Interchurch Ministries of Nebraska (hereinafter “IMN”), in response to current critical circumstances in farm and rural communities, have entered into an agreement whereby a voucher program will be established for the provision of rural mental health crisis counseling; and

WHEREAS the Department and IMN have agreed that vouchers for mental health counseling shall be made available free of cost to needful, eligible rural persons; and

WHEREAS _____
(Insert name and address of contracting individual/organization)

the undersigned (hereinafter the “Provider”) is, or employs, mental health practitioners duly licensed and in good standing under the applicable laws, regulations, standards and practices of the State of Nebraska; and

WHEREAS the Provider desires to participate in this program to provide mental health counseling to farm, ranch and rural Nebraskans in return for vouchers which the Provider may redeem through IMN.

THEREFORE the Provider does hereby agree to the following:

1. The Provider will be enrolled in a roster of mental health providers participating in this program. This roster shall be maintained by the Nebraska Rural Response Hotline. Providers on the roster will have agreed to participate in this program whereby they will accept vouchers from individuals in exchange for mental health counseling services. Providers may redeem the vouchers for cash from IMN.
2. The Provider will provide to any individual who delivers a voucher to Provider one hour of mental health counseling on an outpatient basis free of cost to the individual(s) who furnishes the voucher. The Provider will not request, demand or accept any further compensation of any kind from the party who furnishes the voucher for the hour of service provided in return for the voucher.
3. The Provider may redeem each voucher for \$75.00. In order to redeem one or more vouchers, the Provider must submit the original voucher(s) and a Demographic Data Form to Interchurch Ministries of Nebraska, 215 Centennial Mall South, Suite 300, Lincoln, Nebraska 68508-1888. These submissions must be made within thirty (30) days of the outpatient visit for which the voucher was received. IMN undertakes to make payment to Provider for each voucher properly submitted.
4. The Provider shall make every effort to schedule the mental health counseling session for which the voucher is exchanged within one week of the initial contact made by the holder of a voucher.
5. Vouchers presented to the Provider more than thirty (30) days after the date of issuance recorded on the voucher are void. A new voucher may be requested by calling the Rural Response Hotline at 1-800-464-0258. Vouchers will be distributed on a per service basis. The Rural Response Hotline is the sole distribution point for vouchers. Availability of vouchers is limited by funding allocated to the program.
6. **The Provider warrants that he or she, or the individual who will be providing the mental health counseling service hereunder, is duly licensed as a mental health practitioner in the State of Nebraska (please submit copy of therapist(s) Nebraska LMHP licenses), is in good standing, has the necessary qualifications, and will provide services in accordance with established State statutes, regulations, standards and practices.**
7. Persons requiring expedited or emergency services who have requested a voucher but who, at the time they meet with Provider, have not yet received the voucher, may be eligible for services under this program, provided that the Provider telephones the Hotline to confirm that the individual requesting service under this voucher program has previously been determined eligible. It is the responsibility of the person requesting service under this program to furnish the voucher to the Provider.
8. The Provider understands that promotion of this program is encouraged. In issuing statements, press releases, publications, brochures or other documents pertaining to this program, the Provider will make clear that the program is funded by the State of Nebraska.
9. The Provider agrees to the following insurance and liability requirements:

- A. The Provider understands that the State of Nebraska (hereinafter referred to as the State), the Department, its officers and employees are liable only to the extent that there is a judgment under the State tort Claims Act or the Nebraska Workers' Compensation Act. The State is not assuming liability for the actions of IMN or the Provider.
- B. The Provider shall not be responsible for the defense of legal actions against the State, the Department, its officers or employees. Neither shall the Provider be responsible for the payment, in whole or in part, of claims or judgments resulting from such actions. The intent of the parties is that each party is independently responsible for their actions and the legal consequences thereof.
- C. The Provider, its officers, and employees, and IMN, and the Department, its officers and employees mutually agree to hold each other harmless for any liability incurred as a result of the negligent acts or omissions of their respective employees under this agreement and mutually agree that each has no right to indemnification or contribution from the other for any judgments that might be rendered against either party to this agreement except with respect to the negligent acts or omissions of employees of the party against which indemnification is sought. The intent of the parties is such that each is independently responsible for their actions and the legal consequences thereof, as between each other, or as such actions relate to other persons.
- D. The limitations apply to all types of legal actions, including but not limited to claims of lost or damaged property, personal injury, and wrongful death, whether by negligent or willful acts of the Provider, and its agent or employees. The Provider shall be responsible for the cost of its own legal defense and shall have no right to reimbursement for those costs by IMN, the State, the Department, its officers or employees.
- E. The Provider agrees to assume full liability for operational and managerial activities and functions, and to purchase insurance to cover such liabilities.
- F. The Provider agrees to purchase and maintain adequate insurance coverage at its own expense to cover any exposure of employees, all other personnel and students, **and to file a certificate of coverage with IMN showing the following kinds and amounts of coverage.**

- i) **Workers' Compensation;**
- ii) **Motor vehicle liability insurance in accordance with the minimums set by State law and agrees that IMN, the State, or Department will not provide any insurance coverage for vehicle(s) operated by any employee of Provider;**
- iii) **If providing a direct health and/or human service, the Provider agrees to have professional liability insurance coverage as listed below:**
 - a. **Directors' and Officers' liability insurance in accordance with the minimums set by State law.**
 - b. **Professional liability insurance or self-insurance coverage in the amount of \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate covering employees and students (including house officers).**
 - c. **General liability insurance.**

10. The Provider agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practices Act, as amended.

11. The Provider agrees to the following equal opportunity requirements:

A. Non-Discriminatory Practices

- i) Provider agrees that there shall be no discrimination as prohibited by one or more of these laws or policies against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, marital status, special disabled veteran status, or Vietnam-era veteran status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship.
- ii) Provider agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Provider.

B. Affirmative Action

All Providers with fifty (50) or more staff which also receive at least \$50,000 through the Department, as specified in the Department's External Contract Compliance Program Operating Policy and Procedures (Federal Executive Order #11246) shall prepare and/or update an Affirmative Action Plan.

C. Protected Persons, Sexual Harassment, Chronic Infectious Disease

The Provider agrees, regardless of the number of staff or amount of funds received, to have a current policy prohibiting discrimination against protected persons, prohibiting sexual harassment, and addressing chronic infectious diseases. The Provider agrees that no person be excluded from participation in, be denied benefit of, or otherwise be subject to discrimination under any program which received benefit from federal financial assistance based on disability, age, race, color, or national origin.

D. Americans with Disabilities Act

All individuals with a complaint under the Americans with Disabilities Act will have access to the Provider's grievance procedures. Individuals referred to under this section include: (1. a person who applies to receive services offered by a program, (2. people considered by the program to be active service recipients, (3. applicants for employment, and (4. employees.

- 12. The Provider hereby certifies that they have in effect a Drug Free Workplace Policy.
- 13. In the event that Providers provide health and human services to individuals on behalf of the Department under the terms of this Contract, the Providers shall agree to submit to the jurisdiction of Public Counsel under Neb. Rev. Stat. 82-8240 to 82-8254 with respect to the provision of services under this Contract. This clause shall not apply to Contracts with long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long Term Care Ombudsman Act.
- 14. As a Provider of Mental Health Services through the Counseling, Outreach and Mental Health Therapy (COMHT) Program, we agree to comply with the following:

Reasonable accommodations shall be made for consumers requiring assistance with language, hearing and/or sight.

IN WITNESS WHEREOF, the parties have duly executed this Agreement hereto and each party acknowledges receipt from the other party of a duly executed copy of this Agreement.

Provider
Executive Director

Provider
Org'n Federal Tax
ID Number

Interchurch Ministries of Nebraska
Executive

Date

Date

**Provider Roster
Counseling Outreach and Mental Health Therapy
(COMHT)**

<hr/> Name of enrolled Provider Organization	<hr/> County where therapist provides services
<hr/> Name of therapist	<hr/> Nebraska LMHP License Number <u>(please include a copy of license)</u>
<hr/> Street Address	<hr/> Credentials
<hr/> City State Zip Code	<hr/> Telephone Number for Appointments

Email: _____

TYPES OF COUNSELING AVAILABLE:

SPECIALITY AREAS OF PRACTICE:

CURRENT MEMBERSHIP IN ASSOCIATIONS:

Description of therapist's farm/ranch background and/or experience working with families:

{SAMPLE VOUCHER}

Interchurch Ministries of Nebraska
Nebraska Rural Response Hotline

COMHT -- (Counseling Outreach and Mental Health Therapy) Project

Voucher # _____
Date of Issue _____

[Vouchers expire **30 days from Date of Issue**. A new voucher or vouchers for additional session(s) may be obtained by calling the Nebraska Farm Hotline – 1-800-464-0258. Continuation of the COMHT voucher program is subject to the availability of funds.]

The holder of this voucher is entitled to one 50-60 minute session at no cost under the Nebraska Counseling Outreach and Mental Health Therapy Project (COMHT).

TO BE COMPLETED BY THE SERVICE PROVIDER:

Date of Visit: _____

Provider Organization Name: _____

[Tax Identification #] [Area Code] [Telephone #]

[Street] [City] [State] [Zip Code]

Therapist doing Session: _____

[Therapist Name]

[NE LMHP Identification #]

[NOTE: If NE LMHP ID # is not on the ID line, payment will be denied until the # is provided]

To receive reimbursement, the service provider must return the original completed voucher(s) (*within 30 days of service provision*) and a completed Demographic Data Form to: **Interchurch Ministries of Nebraska, 215 Centennial Mall South, Suite 300, Lincoln NE 68508-1813**

[The COMHT Project is funded in whole, or in part, by the Nebraska Departments of Health & Human Services and Office of Rural Health]