

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CONTRACT WITH THE NEBRASKA
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR STAFF SECURE DETENTION OF
JUVENILES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, A CONTRACT HAS BEEN PROPOSED BY WHICH Sarpy County will provide staff secure detention services for juveniles under the supervision of the Nebraska Department of Health and Human Services Division of Children and Family Services, and said agreement is reasonable and is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board a contract with the Nebraska Department of Health and Human Services Division of Children and Family Services for staff secure detention of juveniles committed to or placed with the Office of Juvenile Services, a copy of which is attached hereto.

DATED this 13th day of April, 2010.

Moved by Rich Jansen, seconded by Rusty Hite, that the above Resolution be adopted. Carried.

YEAS:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

NAYS:

none

ABSENT:

none

ABSTAIN:

none

ATTEST:



[Signature]
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

Sarpy County Board of Commissioners

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ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

To: Sarpy County Board

From: Brian Hanson

Re: Juvenile Detention Contract

At the April 13, 2010 Board Meeting, the County Board will be asked to approve the attached Contract with the Nebraska Department of Health and Human Services (DHHS) for detention of juveniles in the care and custody of DHHS. This is a continuation of an existing contract and there are no material changes to the previous contract. The amount paid by DHHS will remain at the same rate of \$220 per juvenile per day. Sarpy County's rate of \$220 per day is about \$50 higher than the rates charged by both Douglas County and Madison County Juvenile Detention Facilities.

The Contract has been reviewed by Dick Shea and Nicole O'Keefe. I recommend approval of the Contract.

April 9, 2010



Brian E. Hanson

BEH/lt

cc: Mark Wayne
Scott Bovick
Mike Smith
Nicole O'Keefe
Dick Shea
Debra J. Houghtaling

AB#
574612

49274-26

DETENTION SERVICES CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

Sarpy County Juvenile Justice Center

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Sarpy County Board on behalf of Sarpy County Sheriff's Department and Juvenile Justice Center located at 9701 Portal Road, Papillion, Nebraska 68046** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is the provision of **JUVENILE STAFF SECURE DETENTION SERVICES FOR DELINQUENT AND STATUS OFFENDER** juveniles committed to, or placed with the Department of Health and Human Services.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from April 1, 2010 until March 31, 2011.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately. Payment for services to the date of termination will be based on the consideration specified in Section II.

II. CONSIDERATION

- A. **TOTAL PAYMENT.** DHHS agrees to pay the Contractor a total amount not to exceed; \$220 per youth per day for the services specified herein, for a total contract amount not to exceed \$852,000. Once the not to exceed amount is reached no further services will be provided until authorized in writing by DHHS.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
 - 1. DHHS agrees to pay the Contractor the per diem per youth per day when meeting the staff secure population criteria listed under "Scope of Services". DHHS agrees to pay the Contractor within 45 days from when the billing is

received by DHHS. DHHS agrees to pay for the first day of detention, but not the last day. DHHS agrees to pay the Contractor at the hourly rate for a Juvenile Staff-secure Detention Officer position at the time the service is provided [currently \$19.07 (nineteen dollars and seven cents) per hour] for one additional staff person per day for a maximum of twelve hours per day. The Contractor shall document the justification for using additional staff, and provide a schedule of hours worked by the additional staff. The Contractor shall not provide transportation under this Contract, except in order to obtain emergency medical care for a juvenile or pursuant a court order.

2. DHHS will reimburse the Contractor for cost associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.
3. DHHS reserves the right to withhold payment for medical reimbursement, until medical billing information is provided to DHHS for a specific juvenile. The Contractor is responsible for any and all costs associated with the production and delivery of reports.
4. (See W under General Provisions, pg 13)
5. Bills should be submitted on a monthly basis for all juveniles served during that month. No other charges may be submitted under the terms of this Contract without prior approval and agreement of DHHS. (See W on pg. 13)

III. SCOPE OF SERVICES

A. The Contractor shall do the following:

1. The Contractor agrees to provide Juvenile Staff-Secure Detention for juveniles who are committed to the care and custody of DHHS under any of the following circumstances:
 - a. The court order states DHHS has care and custody of a detained juvenile for placement in the staff secured detention setting.
 - b. The court order places a juvenile in a staff-secure detention setting pending a Office of Juvenile Services evaluation. For purposes of this contract, the parties agree that an evaluation begins when the evaluation provider makes a person to person contact with the juvenile, family/relatives or other person (including but not limited to, court officials, probation officer, juvenile services officers, therapist, and/or school official) or is directed by the court for purposes of obtaining information necessary for the assessment of the juvenile as per Section 43-413. The evaluation ends when the final evaluation report is delivered to the juvenile court. DHHS agrees to provide the Contractor with written confirmation of the

date the evaluation begins and the date the final evaluation report is delivered to the juvenile court. The parties further agree that DHHS is responsible for the pre-evaluation staff-secure detention costs for any days over the first ten days from the date the evaluation is ordered by the court.

- c. DHHS issues a written Detainer placing a juvenile in staff-secure detention for purposes of conducting an administrative review hearing.
- d. DHHS issues a written Detainer placing a juvenile in staff-secure detention for purposes of returning the juvenile to the court for further disposition.
- e. DHHS authorizes in writing the staff-secure detention of a juvenile that is detained by a law enforcement agency as the result of a new law violation.
- f. The Court orders a juvenile committed to one of the YRTC's. DHHS shall only be responsible for staff secure detention and associated costs until the date of the order committing the juvenile, and not for any dates thereafter.

2. Services to be provided by the Contractor:

The Contractor will provide staff-secure detention services for juveniles as described below and in accordance with standards outlined in Attachment A, which is attached and incorporated herein by reference.

3. Non-Court Ordered Detention:

- a. The Contractor will assume the safekeeping, care, sustenance of juveniles referred to them by DHHS, however, the Contractor reserves the right to refuse any request for admission and at any time require DHHS by written notice to remove and assume custody of any juveniles referred by DHHS. The Contractor agrees to verify the authority for staff-secure detention by obtaining a copy of a "Detainer for the Apprehension and Temporary Detention of Juveniles" from DHHS. If a youth is identified by DHHS as having a specific mental health or medical need, then that information will be provided, if available.
- b. A copy of the Detainer, intake/discharge information and other applicable authorizations must accompany the billing document.

4. Court Ordered Detention:

- a. The Contractor will assume the safekeeping, care, sustenance of juveniles referred to them by DHHS pursuant to a court order. The Contractor

agrees to verify the authority for staff-secure detention by obtaining a copy of the court order from the presiding court.

- b. A copy of the Court Order, intake/discharge information and other applicable authorizations must accompany the billing document. If a youth is identified by DHHS as having a specific mental health or medical need, then that information will be provided, if available.
5. The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
6. The Contractor agrees to complete an inventory of all personal belongings for all juveniles that enter the program. This inventory will document all personal belongings of the juvenile at the time of admittance. The inventory shall be dated and signed by the Contractor and juvenile, and by the juvenile's parents, if available, and the DHHS Case Manager or Juvenile Services Officer if available. The Contractor is responsible for updating the inventory. At the time of discharge, the Contractor will provide a copy of the written inventory to the next placement, parent, DHHS Case Manager or Juvenile Services Officer, or guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile or the DHHS Case Manager or Juvenile Services Officer upon the discharge, or as soon thereafter as practicable. The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by juveniles under the Contractor's care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment, based on the estimated value of the property, against the Contractor.
7. The Contractor will ensure that the safety and special needs of juveniles in their care are met by complying with the standards set forth in Attachment A. The Contractor may determine appropriate placement of the juvenile within the Juvenile Justice Center based upon assessment and classification.
8. Should DHHS decide to implement a performance accountability process, the Contractor agrees to work with DHHS to develop a system of performance accountability that measures quality, efficiency and effectiveness of the service.
9. Individual Records. When the Contractor is holding, safeguarding, or handling the personal funds of youth being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
 1. Juvenile's name;
 2. Identification of juvenile's guardian;
 3. Admission date;
 4. Date and amount of each deposit or withdrawal;

5. Name of person accepting withdrawn funds; and
6. Balance after each transaction.

All money remaining in a juvenile's account upon leaving the facility shall be returned to the DHHS Case Manager or Juvenile Services Officer. The Contractor shall be liable in the event of loss or theft, for all resident youth's funds retained by the Contractor for holding, safeguarding, or handling.

10. Co-mingling Prohibited. The Contractor shall keep any resident juvenile's funds received for holding, safeguarding, or handling separate from any funds of the Contractor, or from those funds of any person other than another juvenile in residence at the Contractor's facility.
11. Request for Services Not Guaranteed. The Contractor understands and agrees that this Contract does not guarantee that DHHS will request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from DHHS will be expected.
12. Responsibilities and Authorizations. The Contractor recognizes that DHHS has ongoing responsibility for the juvenile and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the juvenile's case plan is implemented by DHHS, except in cases in which the Contractor has given written notice of desire to return a juvenile in accordance with this Contract. Furthermore, all contacts with the juvenile's family are to be made in accordance with plans approved by DHHS and the Contractor agrees not to accept payment from the family of the juvenile unless an established part of the case plan includes a fee for services. The juvenile is not to be transferred to any other facility or other placement without the authorization of DHHS except as provided pursuant to an order of the Court.
13. Required Reports.
 - a. The Contractor will immediately report (verbally) to the DHHS Case Manager or Juvenile Services Officer or DHHS Supervisor all changes which will affect the juvenile's status, safety or security (e.g., running away, aggressive behavior, suicidal ideations, minor illness that does not respond to treatment, major illness, and accident).
 - b. The Contractor agrees to prepare a discharge summary for each youth, when requested and to send it to the DHHS Case Manager or Juvenile Services Officer within seven working days of the completion of services. The discharge summary should document the juvenile's stay in the staff-secure detention facility with specific documentation of any displayed behaviors, critical incidents, and any medication dispensed during the juvenile's stay in the staff-secure detention facility, or any other significant event.

14. Authorization for Medical Care. The Contractor is hereby authorized to provide/obtain all necessary emergency medical care for juveniles placed in their care. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, the Contractor shall contact the DHHS Case Manager or Juvenile Services Officer or their Supervisors. When emergency medical care is provided/obtained for a juvenile, the Contractor shall notify the juvenile's DHHS Juvenile Services Officer, DHHS Case Manager's DHHS Supervisor, or the designated coverage worker the same day.

15. HIV Testing Prohibited. DHHS does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from DHHS. When consent is obtained, testing must be performed according to written DHHS policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirements for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and DHHS will jointly consult regarding obtaining an HIV antibody test for any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, DHHS will request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential, not placed in the youth's record, and the fact that DHHS will be notified of the results of such confidential testing. The Contractor will document all medical contact, emergency and non-emergency, in one location in the state ward's case record.

16. Background Checks.
 - a. The Contractor shall conduct background checks of its employees, interns or volunteers who may have contact with the youth or his/her family during the course of providing services as outlined in the performance of this Contract.

 - b. The Contractor agrees that neither it, nor its employees, interns, or volunteers shall have contact with the youth or his/her family prior to completion of a background check.

 - c. These Background checks will, at a minimum, include:
 1. The Sex Offender Registry maintained by the Nebraska State Patrol.
 2. The Nebraska Child Abuse and Neglect Central Register.
 3. The Nebraska Adult Abuse and Neglect Central Register.

4. Nebraska DHHS of Motor Vehicles.
5. A national criminal background check for felonies and misdemeanors.

B. DHHS shall be responsible for the following:

1. After the administrative process set forth in subsection A.1, of Article III, if the daily population exceeds 24 or the Contractor determines that the Juvenile Justice Center cannot accept further juveniles based upon staffing or bed space, DHHS agrees to remove the juveniles within 12 hours of placement; if said juvenile can be removed without violating a court order.
2. DHHS agrees to share information prior to placement and during placement about each juvenile including relevant health and background facts and on-going case information, to plan with the Contractor regarding the services to be developed and provided to the child, and to insure safety for the juveniles and others. In addition, the DHHS Juvenile Services Officer will provide the staff-secure facility with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles". Medications and doctors' orders will accompany the juvenile at time of placement, if possible. DHHS will give notice of plans to remove a juvenile from the Juvenile Justice Center.
3. Juveniles placed in the custody of DHHS for placement in the community shall be removed from staff-secure detention immediately upon DHHS and the Contractor becoming aware of the court order, unless the court has ordered the juvenile remain in staff-secure detention pending placement.
4. Juveniles placed in staff-secure detention by DHHS to review violations and return to the community will not exceed three (3) days in detention without authorization from the DHHS Service Area Administrator or designee.
5. Juveniles placed in staff-secure detention by DHHS for review or violations and return to a YRTC will not exceed 3 business days in detention without receiving authorization from the DHHS Service Area Administrator or designee. DHHS is responsible to transport the juvenile to the YRTC.
6. Juveniles returning to the juvenile court for further disposition to establish a new level of care will not exceed 15 business days in detention without receiving authorization from the Service Area Administrator or designee.
7. The length of staff-secure detention for youth confined for new law violation(s) will be reviewed by DHHS every 7 days.
8. If a juvenile is placed in the Juvenile Justice Center without adequate clothing, the Contractor will notify DHHS which will assess the situation and authorize the purchase of clothing, at DHHS expense as needed to provide for the youth for a short period of time.

9. DHHS will comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and the Nebraska Juvenile Detention Standards in the placement of juveniles with the Contractor.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

- B. AMENDMENT.** This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract

shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

- C. **ANTI-DISCRIMINATION**. The Contractor 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 Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts for services allowed under this contract under any program or activity.
- D. **ASSIGNMENT**. The Contractor shall not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. **ASSURANCE**. If DHHS, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. **BREACH OF CONTRACT**. DHHS or Contractor may terminate the contract, in whole or in part, if either party fails to perform its obligations under the contract in a timely and proper manner. DHHS or Contractor may, by providing a written notice of default to the defaulting party, allow the defaulting party to cure a failure or breach of contract within a period of thirty (30) days or longer at the non-defaulting party's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the defaulting party time to cure a failure or breach of contract does not waive the non-defaulting party's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS or Contractor may, at its discretion, contract for any services required to complete this contract and hold the other party liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law. Payment shall be made by DHHS to contractor for all services provided under the terms of this contract to date of termination.
- G. **CONFIDENTIALITY**. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth

herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. 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 contract 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 contract.
- N. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS

may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive as set forth in Article II compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.

P. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska 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 State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.
3. DHHS shall defend, indemnify, hold, and save harmless the County of Sarpy 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 County of Sarpy, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of DHHS, its employees, subcontractors, consultants, representatives, and agents, except to the extent such DHHS liability is attenuated by any action of the County of Sarpy which directly and proximately contributed to the claims.
4. Contractor's liability is limited to the extent provided by the Political Subdivisions Tort Claims Act, and any other applicable provisions of law Contractor does not assume liability for the action of DHHS.

- Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- R. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.
- S. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- U. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contractor comply with the changed standard at a cost mutually acceptable to the parties.
- V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Contractor 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 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

ACH Enrollment Form Requirements for Payment

"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made."

Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

X. PUBLIC BENEFITS ELIGIBILITY STATUS. If pursuant to this contract and NEB. REV. STAT. §§ 4-108 through 4-114, the Contractor is providing a public benefit including any grant, contract, loan, professional license, commercial license, welfare benefit, health payment or financial assistance benefit, disability benefit, public or assisted housing benefit, postsecondary education benefit, food assistance benefit, or unemployment benefit or any other similar benefit provided by DHHS except, emergency health care services, short term noncash disaster relief, and life safety services, the Contractor shall, or as specifically otherwise agreed herein:

1. Have each applicant for public benefits attest that he or she is a U.S. citizen or

qualified alien using the form at www.das.state.ne.us or using the language from this form and placing it in other forms or documents used by the Contractor to process applications for public benefits.

2. If the applicant indicates he or she is an alien, the Contractor shall verify the applicant's lawful presence in the United States using the SAVE Program and retain such documentation, providing a copy upon request by DHHS.

Y. **PUBLIC COUNSEL**. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

Z. **RESEARCH**. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

AA. **SEVERABILITY**. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

BB. **SUBCONTRACTORS**. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

CC. **TIME IS OF THE ESSENCE**. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

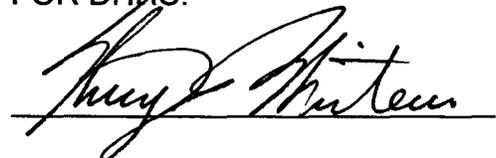
Terri Nutzman
Nebraska DHHS-OJS and DHHS
PO Box 95026
Lincoln, NE 68509-5026
Phone: (402) 471-8403

FOR CONTRACTOR:

Sarpy County Juvenile Justice Center
9701 Portal Road
Papillion, NE 68046
Phone: (402) 537-7000
and
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:



Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services

FOR CONTRACTOR:



Name Joni Jones
Title Chairman
Contractor name Sarpy County

DATE: 4/5/10

DATE: 4/13/2010

Approved as to form:


County Attorney

ATTACHMENT A

PROGRAM STANDARDS FOR STAFF- SECURE DETENTION FACILITY

1. SERVICE PROVISION

The Contractor will provide a safe, nurturing environment for juveniles, and will provide structure around basic daily living activities such as personal care, house rules, school, and interaction with peers and adults. Methods of interaction could include redirection, positive reinforcement, and natural and logical consequences.

2. FAMILY INVOLVEMENT SERVICES

The Contractor will involve the youth's family, as directed by DHHS, in the following ways:

- (a) by providing a setting for family visits;
- (b) by coordinating other family contacts;
- (c) by providing the family with orientation to the staff-secure detention program when possible; and/or
- (d) by integrating the family into the care of the juvenile, when coordinated by DHHS, through regular communication and informal consultation which may include activities such as family meetings.

3. EDUCATION SERVICES

The youth must participate in the staff-secure detention school program and the Contractor will work with the home school as appropriate to meet the educational needs of the juvenile.

4. RECREATION

The Contractor shall provide sufficient time, space, and equipment for indoor and outdoor recreation.

5. MEDICAL SERVICES

The Contractor shall provide routine and emergency medical services.

6. PERSONAL NEEDS

The Contractor will provide each juvenile with personal hygiene supplies and limited school supplies. DHHS will assess, in conjunction with the Contractor, the juvenile's clothing needs.

7. REPORTING

Upon request, the discharge summary will be completed and submitted to DHHS- within seven days.

8. SPECIAL NEEDS

When serving youth who have disabilities or language barriers or both, Contractors will ensure the requirements of the Americans With Disabilities Act (ADA) are met and provide appropriate accommodations for juveniles with special needs.

Deb Houghtaling Sarpy County Clerk

Fred Uhe
Chief Deputy

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@sarpy.com

April 14, 2010

Terri Nutzman
NE DHHS-OJS
P.O. Box 95026
Lincoln, NE 68509-5026

RE: Agreement for Staff Secure Detention of Juveniles

Action by the Sarpy County Board of Commissioners, at the meeting of April 14, 2010,
is as follows:

7. Resolution 2010-102: Authorize Chairman to sign contract with the Nebraska Department of Health and Human Services for staff secure detention of juveniles. Brian Hanson, Fiscal Administrator

MOTION: Jansen moved, seconded by Hike, to approve the Consent Agenda items as amended with the removal of item #4. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed is an original agreement which has been signed by the Chairman and the County Clerk as authorized by the above stated action for your files.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

DJH/cv