

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

12/06/104

RESOLUTION APPROVING JUVENILE STAFF SECURE DETENTION SERVICES CONTRACT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), 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 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Nebraska Department of Health and Human Services (DHHS) has a need for staff secure juvenile detention services for juveniles that are in their custody ; and,

WHEREAS, the Sarpy County Juvenile Justice Center has the ability and capacity to provide staff secure juvenile detention services for juveniles in the custody of DHHS.

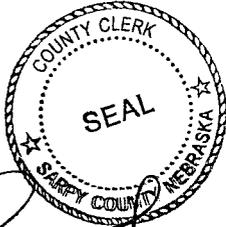
NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the attached Juvenile Staff Secure Detention Services Contract is hereby approved and the Chairman of such Board is authorized to sign the same.

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 26th day of June, 2012.


Sarpy County Board Chairman - Vice

Attest:

SEAL




County Clerk

**JUVENILE STAFF SECURE 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 **County of Sarpy, Nebraska, 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 for the provision of JUVENILE STAFF SECURE DETENTION SERVICES for juveniles committed to, or placed with DHHS at the Juvenile Justice Center, 9701 Portal Road, Papillion, Nebraska 68046.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from July 1, 2012 until June 30, 2013.
- 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." Contractor may terminate this contract in accord with the "BREACH OF CONTRACT" provision. 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 shall pay the Contractor a total amount not to exceed \$852,000.00 (Eight Hundred and Fifty Two Thousand and no cents) for the services specified herein. 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 \$220.00 per youth per day when meeting the staff secure detention 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. In the event additional staff is needed, DHHS agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently \$22.10 per hour) for one additional staff person per day for a maximum of twelve hours per day. Such compensation is in addition to the per diem rate of \$220.00 per youth 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 care for a juvenile or pursuant to 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. The Contractor is responsible for any and all costs associated with the production and delivery of any reports which Contractor is required under this contract to produce and deliver to DHHS or its agent. No other charges may be submitted under the terms of this Contract without prior approval and agreement of DHHS.
 4. For each payment, DHHS will provide a breakdown to Contractor which shows the invoice number, each juvenile's name and the juvenile's dates of service paid.
 5. DHHS will also designate a DHHS contact person to handle billing questions and disputes. Such person's contact information shall be provided

to Contractor in writing at or before the signing of this Contract (see attachment B). DHHS may change this designation by providing 10 business days notice in writing to the Contractor's designee listed in this Contract.

C. OVERPAYMENTS.

Should DHHS overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify DHHS within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of DHHS and that DHHS retains the right to recover any and all amounts overpaid. DHHS reserves the right to offset overpaid amounts by withholding or reducing future payments.

III. SCOPE OF SERVICES

A. The Contractor shall have the following duties and responsibilities:

1. The Contractor shall provide Staff Secure Detention Services for juveniles who are committed to the care and custody of DHHS under the following circumstances:
 - a. The court order states DHHS has care and custody of a detained juvenile or the court orders a juvenile, that DHHS already has custody of, into detention ;
 - b. A juvenile is placed in staff secure detention pending a DHHS 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) for purposes of obtaining information necessary for the assessment of the juvenile. 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 appropriate 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 appropriate juvenile court;

- c. DHHS issues a written detainer placing a juvenile in staff secure detention;
 - d. DHHS authorizes, in writing, the staff secure detention of a juvenile that is detained by a law enforcement agency, as a result of a new law violation;
 - e. The Court orders a juvenile committed to one of the Youth Rehabilitation and Treatment Centers (YRTC). DHHS shall only be responsible for staff secure detention and associated costs until the date of the order committing the juvenile to one of the YRTCs, and not for any dates thereafter; or
 - f. A court commits to a Youth Rehabilitation and Treatment Center a juvenile who is being detained at Contractor's facility.
2. The Contractor agrees that for valuable consideration provided by DHHS the Contractor will provide Staff Secure Detention Services in accordance with standards outlined in Attachment A, which is attached hereto and by this reference incorporated herein. Services may include the following:
- 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 or committed to the care and custody of DHHS. If Contractor determines that a juvenile currently residing in the Juvenile Justice Center is not appropriate for placement in said facility, notice shall be given to DHHS and the juvenile shall be removed within 12 hours of notification.
 - b. The Contractor agrees to verify the authority for staff secure detention by securing 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. A copy of the Detainer and/or Court Order, intake/discharge information and other applicable authorizations must accompany the billing document.

- c. The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
- d. The Contractor agrees to complete an inventory on all juveniles that enter the facility. 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, juvenile, by the juvenile's parents, if available and by DHHS or its agent, 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 or its agent, or guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile, DHHS, or its agent upon the juvenile's 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.
- e. The Contractor will ensure that the safety and special needs of juveniles in its care are met by complying with the Nebraska Juvenile Staff Secure Detention Standards (Attachment A). The Contractor may determine appropriate placement of the juvenile within the Juvenile Justice Center based upon assessment and classification.
- f. If the daily resident 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 juvenile within 12 hours of placement. The Contractor shall give immediate phone notification to DHHS of the need to remove a juvenile.
- g. The Contractor shall submit evaluation billing statements to DHHS each calendar month or within 15 business days of the receipt of all

necessary information required herein. The Contractor shall submit billing statements regarding DHHS holds and/or commitments to DHHS each calendar month or by the 15th business day of the subsequent month of discharge, provided all support documentation is available to complete the billing statement. The parties agree that in the event the 15th falls on a holiday or a weekend, the billing statement will be submitted on the following business day. The billing statement shall reflect all charges for those juveniles who were discharged at any time during the prior month and include any outstanding balance due.

3. 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.
4. Responsibilities and Authorizations. The Contractor recognizes and reaffirms DHHS's ongoing responsibility for the juvenile and the long term case planning. Therefore, the Contractor agrees to continue services, if available, until a revision in the juvenile's case plan is implemented by DHHS or its agent, 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 or its agent, 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. DHHS or its agent shall provide the Contractor with written notice of the type of contacts, or restrictions on contacts, with specific family members of the juvenile that are in accordance with plans approved by DHHS. 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.
5. Required Reports.
 - a. During regular business hours, provide to the DHHS Case Manager or agent an immediate verbal report of any significant event involving or affecting a Detainee. If the significant event occurs outside of regular

business hours Contractor will make a verbal report to the DHHS Child Abuse/Neglect Hotline at 1-800-652-1999. In addition, upon request by DHHS or its agent, Contractor will provide to the DHHS Case Manager, Supervisor, agent or designee a copy of any incident written report prepared in connection with the event in its possession, within three business days of the completion of the report.

Significant events include, but are not limited to, the following:

- 1) Running away/escape or attempting to run away/attempting escape;
 - 2) Aggressive behavior, including assault, attempted assault or threats of violence toward other juveniles or Contractor's staff;
 - 3) Suicidal ideation;
 - 4) Detained juvenile is placed on suicide watch or warning;
 - 5) Any illness requiring emergency medical care;
 - 6) Minor illness that does not respond to treatment;
 - 7) Change in school status;
- b. Upon the written request by DHHS or its agent, provide a complete summary of the Detainee's educational and/or medical information in Contractor's possession, within seven business days of the request to the DHHS Case Manager, agent or designee.
- c. The Contractor agrees to prepare a discharge summary for each youth, when requested in writing, and to send it to DHHS Case Manager or its agent within seven working days of the written request. The discharge summary should document the juvenile's stay in the staff secure detention facility with specific documentation on any displayed behaviors, critical incidents, and any medication dispensed during the juvenile's stay in the staff secure detention facility. Contractor is not required to include in the discharge summary any incident reports previously provided to DHHS or its agent.
6. Authorization for Medical Care. The Contractor is hereby authorized to provide/obtain all necessary emergency medical care for state wards placed in their care. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, the Contractor shall contact DHHS or

designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the juvenile's DHHS Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day. The Contractor will document all medical contacts, emergency and non-emergency, in the juvenile's case record.

7. HIV Testing Prohibited. DHHS does not allow HIV antibody testing or other screening tests 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 on 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 and not placed in the juvenile'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 juvenile's case record.

8. 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:

- a. Juvenile's name;
- b. Identification of juvenile's guardian;
- c. Admission date;
- d. Date and amount of each deposit or withdrawal;
- e. Name of person accepting withdrawn funds; and
- f. Balance after each transaction.

All money remaining in a juvenile's account upon leaving the facility shall be returned to DHHS or its agent. The Contractor shall be responsible for all resident youth's funds retained by the Contractor for holding, safeguarding, or handling.

9. 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.
10. Background Checks.
 - a. The Contractor shall conduct background checks on its employees, interns, or volunteers who may have direct contact with juvenile's in the course of providing direct services for juvenile's in the performance of this contract.
 - b. The Contractor shall complete the check of an individual employee, intern or volunteer prior to the individual employee, intern or volunteer having any contact with a juvenile. If a background check identifies a felony conviction the Contractor shall not allow that individual to have direct contact with a youth or his/her family until the Contractor has reviewed all criminal offenses. If a background check results in a record consisting of crimes against children or the applicant's admission to committing crimes against children, the Contractor shall not allow that individual to have direct contact with a juvenile.
 - c. These background checks must, 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) The Nebraska Department of Motor Vehicles;
- 5) The NCIC/NCIS.

11. Insurance. The Contractor shall maintain the following types of insurance, or a self-insurance program, for the duties performed under this contract:

- a. General liability,
- b. Workers Compensation, as required by Nebraska Law,
- c. Automobile, both non-owned and hired car,
- d. Professional liability, if applicable to the duties performed under this contract,
- e. Premises and property, and
- f. Errors and omissions if applicable to duties performed under this contract.

The Contractor shall provide to DHHS within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of these insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the cancelled policy(s) to ensure that there is no break in coverage. The Contractor shall ensure that all individuals transporting children have a current, valid driver's license.

12. Tobacco Smoke Prohibited. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable

Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

13. Conflict Resolution. Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the DHHS Administrator or designee.
14. Removal. DHHS may remove a juvenile immediately upon notice for such reasons as alleged child abuse, neglect or court discharge, or other causes determined by DHHS to be in the best interest of the child. DHHS shall be responsible for all charges up to removal.

B. DHHS shall have the following duties and responsibilities:

1. DHHS agrees to communicate with staff secure detention center staff and the juvenile while the juvenile is in staff secure detention. Therefore, 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 juvenile and others. In addition, the DHHS Case Manager will provide the facility with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles", which shall include the law violation(s) that resulted in the juvenile being placed into the custody of DHHS and the Medicaid number of the juvenile. Medications and doctors' orders will accompany the juvenile at time of placement when possible. DHHS will give written notice of plans to remove a juvenile from the Juvenile Justice Center.
2. DHHS agrees to enforce the following time lines when authorizing staff secure detention services to juveniles:
 - a. Juveniles ordered to DHHS for placement in the community shall be removed from staff secure detention immediately upon

- becoming aware of the court order, unless the court has ordered the juvenile remain in staff secure detention pending placement.
- b. Juveniles placed in staff secure detention by DHHS to review violations and return to the community will not exceed 3 calendar days in staff secure detention without authorization from the Service Area Administrator or designee.
 - c. Juveniles placed in staff secure detention by DHHS to review violations and return to a YRTC will not exceed 3 calendar days in staff secure detention without receiving authorization from the DHHS Service Area Administrator or designee. DHHS is responsible to transport the juvenile to the YRTC.
 - d. Juveniles returning to the juvenile court for further disposition to establish a new level of care will not exceed 15 calendar days in staff secure detention without receiving authorization from the Service Area Administrator or designee.
 - e. The length of staff secure detention for youth confined for new law violation(s) will be reviewed by DHHS every 7 calendar days.
3. DHHS agrees to abide by the following time lines when responding to requests for billing information by the Contractor:
- a. Within 30 business days of receiving a written request from the Contractor, DHHS shall supply the Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report is delivered to the appropriate juvenile court, as provided herein.
 - b. Within 30 business days of receiving a billing statement from the Contractor, DHHS shall supply the Contractor with written notice of any dispute of charges and/or request any reports necessary to process the claim(s).
4. If a juvenile is placed in the Juvenile Justice Center without adequate clothing, the DHHS Case Manager or its agent will assess the situation and authorize the purchase of clothing, at DHHS's expense, needed to provide for the juvenile for a short period of time.

5. DHHS will comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Title 83 of the Nebraska Administrative Code and the Health Insurance Portability and Accountability Act. (HIPAA).

C. The DHHS will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all the DHHS's contracts. The goal is to use this FY to develop the points below so that when contracts are being prepared for FY'14, all the performance measures and reporting strategies are in place.

The DHHS and Contractor will:

1. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
2. Develop and adopt continuous improvement strategies for services performed and outlined in this contract;
3. Simplify and make efficient the performance reporting requirements;
4. Develop schedule for desk audit/field audit over the contract year; and
5. Develop regular feedback loop with contractor for ideas to improve the system and discuss what the DHHS and Contractor can do collaboratively to improve the overall system.

All 5 Results Based Accountability expectations will be completed no later than 60 days prior to the FY'14 renewal process.

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 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 similar provisions in all subcontracts for services allowed under this Contract.

- D. ASSIGNMENT. The Contractor shall not 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. DHHS shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Contractor. 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. Should Contractor be determined to be in breach of this contract, DHHS, at its discretion, may terminate this contract upon 30 days written notice to Contractor. Should Contractor determine DHHS to be in breach of this Contract, Contractor at its discretion may terminate this Contract upon 30 days written notice to DHHS. DHHS shall pay Contractor for only such care or service as has been provided based on the rate specified herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law. The waiver by one party of a breach of this contract which is committed by the other party, shall be in writing and shall not operate or be construed as a waiver of any prior or subsequent breach of the Contract. No waiver shall be valid unless in writing and signed by the duly authorized representative of the non-breaching party.
- G. CONFIDENTIALITY. Any and all information obtained from DHHS or from other parties in regard to a juvenile, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, or by written court order, valid statutory authorization, or as required by statute including but not limited to the Public Records Act and/or Security, Privacy and Dissemination of Criminal History Information Act. Contrary contract

provisions set forth herein shall be deemed specific 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. 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 and DHHS 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. DHHS and the Contractor shall comply with all Nebraska statutory and regulatory law.

P. HOLD HARMLESS.

1. The Contractor shall assume all risk of loss and hold DHHS, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Contract and proximately caused by the negligent or intentional acts or omissions of the Contractor, its officers, employees, assignees, or agents.
2. DHHS shall assume all risk of loss and hold the Contractor, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons, for civil

rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Contract and proximately caused by the negligent or intentional acts or omissions of DHHS, its officers, employees, assignees, or agents.

3. Any liability on the part of DHHS 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 actions of the Contractor. 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 actions 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 Contract 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 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.

Y. 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.

Z. 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.

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

BB. **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 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 CONTRACTOR:

Sarpy County Juvenile Justice Center, Dick Shea

9701 Portal Road

Papillion, NE

68046 Phone:

402-537-7000

and

Sarpy County Clerk

1210 Golden Gate Drive

Papillion, NE 68046

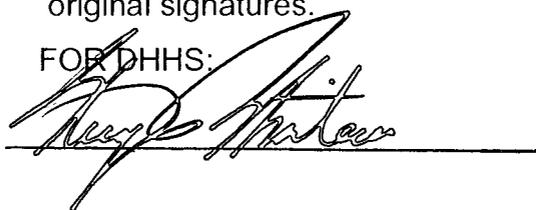
FOR DHHS:

Mike Reddish

DHHS-Office of Juvenile Services
301 Centennial Mall South
Lincoln, NE 68509-5026
471-9700

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.

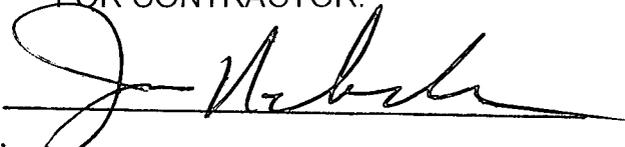
FOR DHHS:



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

DATE: 7/2/12

FOR CONTRACTOR:



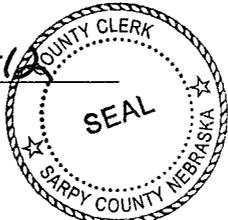
Vice-Chairman, Sarpy County Board of
Commissioners

DATE: 6-26-12

ATTEST



Deputy



Approved as to form:



County Attorney

ATTACHMENT A

PROGRAM STANDARDS FOR STAFF SECURE DETENTION CENTER SERVICE PROVISIONS

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.

FAMILY INVOLVEMENT SERVICES

The Contractor may allow contact by the juvenile's family, as directed by DHHS, in the following ways:

- (a) by providing a setting for family visits;
- (b) by coordinating parents or legal guardian and/or other family contacts;
- (c) by providing the family with orientation members pursuant 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 of its policies and informal consultation which may include activities such as family meetings.

EDUCATION SERVICES

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

RECREATION

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

MEDICAL SERVICES

The Contractor shall provide routine and emergency medical services.

PERSONAL NEEDS

The Contractor will provide each juvenile with personal hygiene supplies and limited school supplies. The DHHS-0JS Case Manager will assess, in conjunction with the Contractor, the juvenile's clothing needs. Contractor is not required to provide clothing. Contractor may provide institutional clothing.

REPORTING

Upon request, Contractor will provide a summary of a juvenile's educational and/or medical information, which Contractor has in its possession. This will be completed and submitted to DHHS within seven business days.

SPECIAL NEEDS

When serving youth who have disabilities (hearing, visual, physical) or language barriers or both, Contractors will ensure the requirements of the Americans With Disabilities (ADA) are met and provide appropriate reasonable accommodations for juveniles with special needs. Meeting the needs of youth with special needs is a shared responsibility for problem solving between the Contractor and DHHS.

Attachment B

Billing Questions:

Schedule of Billing: Monthly

Submit bills to: Mike Reddish

Department of Health and Human Services PO Box 95026

Lincoln, NE 68509-5026

Ph: 402 471-9700

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u>	
Rusty Hike	District 1
Jim Thompson	District 2
Tom Richards	District 3
Jim Nekuda	District 4
Jim Warren	District 5

Memo

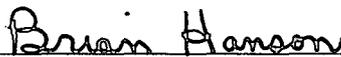
To: Sarpy County Board
From: Brian Hanson
Re: Staff Secure Detention Contract

At the June 26, 2012 Board meeting, the County Board will be asked to approve the attached contract with the Department of Health and Human Services (DHHS). This contract is a continuation of an existing contract and provides for the staff secure detention of juveniles in the custody of DHHS at a rate of \$220 per juvenile per day.

This contract is basically the same as the previous contract except that it includes language requiring Sarpy County and DHHS to negotiate performance measures and to develop continuous improvement strategies by April 1, 2013.

The contract has been reviewed by Dick Shea and Nicole O'Keefe and is recommended for approval.

June 21, 2012



Brian Hanson
Fiscal Administrator

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