

JUVENILE DETENTION SERVICES CONTRACT

BETWEEN THE

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

SCOTTS BLUFF COUNTY DETENTION CENTER

51140-26  
45330-04

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES, OFFICE OF JUVENILE SERVICES** (hereinafter "DHHS"), and **SCOTTS BLUFF COUNTY DETENTION CENTER** (hereinafter "Contractor").

PURPOSE. The DHHS is desirous of contracting for the provision of **JUVENILE DETENTION SERVICES** for juveniles committed to, or placed with the DHHS; and the Contractor is providing Juvenile Detention Services at the **2522 7<sup>th</sup> St. Gering, Nebraska 69341**

**I. TERM AND TERMINATION**

- A. TERM. This contract is in effect from July 1, 2010 until June 30, 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.

**II. CONSIDERATION**

A. TOTAL PAYMENT.

DHHS shall pay the Contractor a total amount not to exceed; \$170 (**One Hundred Seventy Dollars**) per youth per day for the services specified herein, for a total contract amount not to exceed \$250,000 (**Two Hundred and Fifty Thousand Dollars**) for juvenile detention services when meeting the detention population criteria and time lines listed under III. "Scope of Services" by Contractor. DHHS agrees to pay the Contractor at the hourly rate for a Corrections Officer position at the time the service is provided (currently **\$12.68 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.

Any Corrections Officer that supervises juveniles in the juvenile detention center shall be trained in the supervision of juveniles.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:

1. DHHS will reimburse the Contractor for costs associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.
2. DHHS further agrees to make payment in conformance with the Nebraska Prompt Payment Act (Neb.Rev.Stat. 81-2401 through 81-2408) after the provision of care, the submission of billing, and the submission of required reports, unless DHHS was obligated to provide said reports and the Contractor did not receive them. DHHS reserves the right to withhold payment until required reports are received. DHHS may request that payment be made electronically instead of by state warrant.
3. DHHS agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently **\$12.68 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 person. The Contractor will use the additional staff person when the Contractor determines that assistance is needed to meet the needs of juveniles that are demonstrating serious behavioral issues. Also the Contractor agrees to use the additional staff person or other detention center employee to provide transportation of a juvenile resident to a medical practitioner or hospital for non-life threatening emergency assistance.
4. DHHS pays the first detention day but not the last detention day.
5. The Contractor is responsible for any and all costs associated with the production and delivery of reports. Bills should be submitted as described in Attachment C. No other charges may be submitted under the terms of this contract without prior approval and agreement of DHHS for such services.

C. OVERPAYMENTS.

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

### III. SCOPE OF SERVICES

A. The Contractor agrees to provide Secure Detention for juveniles who are committed to the care and custody of DHHS under the following circumstances:

1. The court order states DHHS has full care and custody of a detained juvenile; The court order places a juvenile in a detention setting 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 juvenile court.
2. The parties further agree that DHHS is responsible for the pre-evaluation secure detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
3. DHHS issues a written Detainer placing a juvenile in detention.
4. The DHHS shall have financial responsibility for the detention unless a new juvenile petition or criminal complaint is filed in adult court charging a new law violation.
5. The Court orders a juvenile committed to one of the Youth Rehabilitation and Treatment Center's. DHHS shall only be responsible for the date of the order committing the juvenile, and not for any dates thereafter.
6. The Contractor agrees that for valuable consideration provided by DHHS, the Contractor will provide Detention Services as described in Attachment A, and in accordance with standards outlined in Attachment B, which is attached hereto and by this reference are incorporated as if set forth verbatim. Services shall include the following:

B. Services to be Provided

1. The Contractor agrees to accept and serve all juveniles referred to them by DHHS. This acceptance and continuing commitment to serve and protect is unconditional.
2. The Contractor agrees to verify the authority for secure detention by obtaining a copy of a "Detainer for the Apprehension and Temporary Detention of Juveniles" from DHHS Case Manager. The Contractor agrees to verify the authority for secure detention by obtaining a copy of the court order from the presiding court. A copy of the Detainer and/or Court Order must accompany the billing document.
3. The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
4. The Contractor agrees to complete an inventory on 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 their parents and DHHS Case Manager 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 guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile or DHHS Case Manager 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.

5. The Contractor will ensure that the safety and special needs of juveniles in their care are met by complying with the Nebraska Juvenile Detention Standards. The Contractor may determine appropriate placement of the juvenile within the Scotts Bluff County Detention based upon assessment and classification.
  6. The Contractor agrees to accept all DHHS referrals, however if the Contractor is at or over capacity at the time of referral, DHHS agrees to remove the juvenile within 12 hours of placement; if said juvenile can be removed without violating a valid court order.
- C. Removal. DHHS may remove a juvenile immediately upon notice for such reasons as alleged child abuse, neglect or court discharge, significant destruction of the care facility or other causes determined by DHHS to be in the best interest of the child.
- D. Discharge. The Contractor agrees to complete a discharge summary, upon request, and submit it to the DHHS Case Manager within seven (7) working days following discharge.
- E. Request for Services Not Guaranteed. The Contractor understands and agrees that this contract does not guarantee that such services will be requested by DHHS. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from DHHS will be expected.
- F. Responsibilities and Authorizations. The Contractor recognizes and reaffirms DHHS' ongoing responsibility for the youth and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the youth's case plan is implemented by DHHS, except in cases in which the Contractor has given written notice of desire to return a youth in accordance with this contract. Furthermore, all contacts with the youth'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 youth unless an established part of the case plan includes a fee for services. The youth is not to be transferred to any other facility or other placement without the authorization of DHHS.
- G. Required Reports.
1. The Contractor will immediately report (verbally) to DHHS Case Manager or the Case Manager's Supervisor all changes which will affect the juvenile's status (e.g., running away, aggressive behavior, suicidal ideations, minor illness that does not respond to treatment, major illness and accident, change of school status, etc).

2. The Contractor agrees to prepare a discharge summary for each juvenile, when requested and to send it to DHHS Case Manager within seven working days of the completion of services. The discharge summary should document the juvenile's stay in the detention facility with specific documentation on any displayed behaviors, critical incidents, and any medication dispensed during the juvenile's stay in the secure detention facility.

H. 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.

I. 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 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 state ward's case record.

B. DHHS shall do the following:

1. DHHS agrees to enforce the following time lines when authorizing secure detention services.
2. Juveniles ordered to DHHS for placement in the community shall be removed from detention immediately upon becoming aware of the court order, unless the court has ordered the juvenile remain in detention pending placement.
3. Juveniles placed in secure detention by DHHS to review violations and return to the community will not exceed 3 calendar days in detention without authorization from

- the Service Area Administrator or designee.
4. Juveniles placed in secure detention by DHHS to review violations and return to an YRTC will not exceed 3 calendar days in detention.
  5. Juveniles returning to the juvenile court for further disposition to establish a new level of care will not exceed 15 calendar days in detention without receiving authorization from the Service Area Administrator or designee.
  6. The length of detention for juvenile confined for new law violation(s) will be reviewed by DHHS every 7 calendar days.
  7. If a juvenile is placed in the Scotts Bluff County Detention Center without adequate clothing, DHHS Case Manager will assess the situation and authorize the purchase of clothing, at DHHS expense as needed to provide for the juvenile for a short period of time.
  8. 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.
  9. 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.
  10. The DHHS Case Manager will provide the 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 when possible.
  11. DHHS will give notice of plans to remove a juvenile from the service.
  12. DHHS determines it is necessary for a juvenile to remain in detention beyond seven days, the DHHS Case Manager will contact the Contractor to review the case every three days. DHHS must authorize in writing any placement continuing past seven days.

#### **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.
- 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.
- 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.
- 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 or continues 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 may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS'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 Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- 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 DHHS 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 just and equitable 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.

- 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 DHHS 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](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](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 DHHS 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 DHHS of Administrative Services website at [www.das.state.ne.us](http://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](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.
- 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 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:

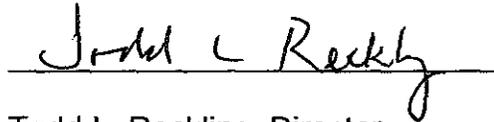
Terri Nutzman, Administrator  
Office of Juvenile Services  
PO Box 95026  
Lincoln, NE 68509-5026  
Ph: 471-8403  
Fax: (402) 471-9034

FOR CONTRACTOR:

Ron Johns  
Scotts Bluff County Detention Center  
2522 7<sup>th</sup> St.  
Gering, NE 69341  
Ph: (308) 436-7300 ext: 5810

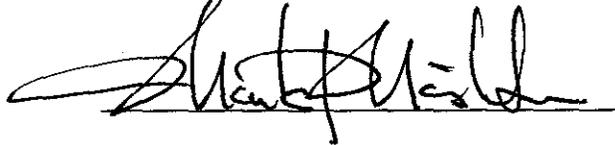
**IN WITNESS THEREOF**, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:



Todd L. Reckling, Director  
Division of Children and Family Services  
DHHS of Health and Human Services

FOR CONTRACTOR:



Scotts Bluff County Board  
Chairperson or designee

DATE: 07/21/2010

DATE: Aug 2, 2010.

## ATTACHMENT A

### CONTRACTOR DESCRIPTION OF SERVICES

We are located at 2522 7<sup>th</sup> Street in Gering, Nebraska. Our mailing address is PO Box 130, Gering, Nebraska.

We are a secure, 24/7 detention facility that houses juveniles placed by DHHS/OJS and the courts. We have a 28 bed capacity and the staff to resident ratio is 6 to 1.

Our Mission Statement is:

Scotts Bluff County Detention Center will provide our detainees, professionals and the public with a safe, secure and well managed facility. Our detainees will be treated with respect, human dignity and will be offered programs to foster reintegration into society. We will continuously strive to make a difference in the lives of those we serve as governed by applicable standards.

We have medical staff on site 7 days a week.

We have accredited schooling on site 12 months out of the year. The education provided can include:

- Assignments from regular school
- GED – High School Equivalency studies
- ALS – Alternative learning system (school credit)

The curriculum is designed by the instructors and includes:

- Enrichment program (art, keyboarding & group counseling)
- Participate with Adopt a School
- Individualized counseling

Other programs offered are:

- Center of Conflict Mediation
- Alcohol Anonymous/Narcotic Addiction
- Church services – non-denominational
- Youth groups – Bible College
- Commissary
- Life skills group

We have a very structured environment for our residents. We follow a behavioral modification program which utilizes a level and point system.

#### Contact Information

Scotts Bluff County Detention Center

(308)436-7300 ext:5810 or 5710

Juvenile fax number

(308)633-1854

Juvenile court

(308)436-6651

## ATTACHMENT B

### PROGRAM STANDARDS FOR SECURE DETENTION FACILITY

#### 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.

#### FAMILY INVOLVEMENT SERVICES

The Contractor will involve the juvenile's family, as directed by the case manager, 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 secure detention program when possible;
- (d) by including the family in developing and implementing the care plan when possible;
- (e) by integrating the family into the care of the juvenile, when coordinated by DHHS-OJS, through regular communication and informal consultation which may include activities such as family meetings, teaching of specific behavior management techniques, parent education, or parent support groups.

#### EDUCATION SERVICES

The juvenile must participate in the secure detention 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. DHHS-OJS Case Manager will assess, in conjunction with the Contractor, the juvenile's clothing needs.

#### PLAN DEVELOPMENT

The Contractor will prepare a Secure detention center Service Plan for juvenile in detention.

### REPORTING

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

### STAFF QUALIFICATIONS

As specified in the Nebraska Standards for Juvenile Detention Facilities

### STAFF SUPERVISION

As specified in the Nebraska Standards for Juvenile Detention Facilities

### DIRECT CARE STAFF/CHILD RATIO

As specified in the Nebraska Standards for Juvenile Detention Facilities

### STAFF TRAINING

As specified in the Nebraska Standards for Juvenile Detention Facilities

### SPECIAL NEEDS

When serving juvenile who have disabilities (hearing, visual, physical) 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. Meeting the needs of juvenile with special needs is a shared responsibility for problem solving between the Contractor and DHHS-OJS.

### EQUIVALENCY PROCESS

The specific requirements of these Program Standards may be modified by DHHS-OJS on an individual basis to allow for arrangements that would, in DHHS-OJS's best judgment, provide at least equivalent alternative conditions as would be afforded by explicit compliance with the corresponding Program Standards.

## **Attachment C**

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