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**JUVENILE DETENTION SERVICES CONTRACT**

**BETWEEN THE**

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

**AND**

**DOUGLAS COUNTY, NEBRASKA**

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 **DOUGLAS COUNTY**, a political subdivision of the **STATE OF NEBRASKA**, with its principal place of business at 1819 Farnam St. Omaha, NE 68183 on behalf of the Douglas County Youth Center located at 1301 S. 41<sup>st</sup> Street Omaha, Nebraska 68105 (hereinafter "Contractor").

**PURPOSE.** The purpose of this Contract is for the provision of **DETENTION SERVICES** for juveniles committed to or placed with DHHS (hereinafter "Detainees") at the Douglas County Youth Center (hereinafter "DCYC").

**I. TERM AND TERMINATION**

- A. **TERM.** This Contract is in effect from May 1, 2011 until June 30, 2012, or until terminated as provided herein.
- 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 accordance with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this Contract, the Contractor will provide to DHHS as soon as practicable all work in progress, work completed, and materials provided to it by DHHS in connection with this Contract. For any contract termination DHHS will retain, the contract per diem rates for every day each Detainee is detained at Contractor's facility, until the effective date of termination.

**II. CONSIDERATION**

A. **PAYMENT.**

- 1. DHHS will pay Contractor a total amount not to exceed \$9,000,000 (Nine Million Dollars) for the Detention Services specified herein.

2. From May 1, 2011 until and including June 30, 2011, DHHS will pay the Contractor a per diem rate of \$176.00 (One Hundred and Seventy Six Dollars) for each Detainee. On the eleventh calendar day after the Detainee becomes eligible for release from detention the per diem rate will increase to \$200.00 (Two Hundred Dollars). This higher per diem will be tolled and during the tolling period the per diem rate will revert to \$176.00 (One Hundred Seventy Six Dollars) during any period of time in which a court order, other than an order for placement, or police hold prohibits the release of the Detainee. Once the detainee is eligible for release again, the 10 day count will continue for the remainder of the original 10 days, if any, or the higher per diem will resume, whichever is applicable.
3. From July 1, 2011 until and including June 30, 2012, DHHS will pay the Contractor a per diem rate for each Detainee of \$180.00 (One Hundred and Eighty Dollars). On the eleventh calendar day after the Detainee becomes eligible for release from detention the per diem rate will increase to \$200.00 (Two Hundred Dollars). This higher per diem will be tolled and during the tolling period the per diem rate will revert to \$180.00 (One Hundred and Eighty Dollars) during any period of time in which a court order, other than an order for placement, or police hold prohibits the release of the Detainee. Once the detainee is eligible for release again, the 10 day count will continue for the remainder of the original 10 days, if any, or the higher per diem will resume, whichever is applicable.
4. DHHS will pay for the first day of a Detainee's detention but not for the last day of detention.
5. Contractor will submit a monthly billing statement to DHHS for each Detainee discharged during that month, and will submit with each billing statement a copy of the court order or detainer for each Detainee as supporting documentation. Contractor will submit a billing for each discharged juvenile within sixty (60) days of discharge. For purposes of this section, a temporary release to attend court proceedings or participate in an evaluation is not a discharge. Rather, examples of a "discharge" would be a processing of the juvenile for return to the community or placement or detention in another facility.
6. DHHS will provide with each payment to DCYC a list of the Detainees for whom payment is being made, the service dates for which payment is being made, and the corresponding invoice number(s).
7. Contractor will be financially responsible for any medical care provided to Detainees on-site at DCYC.
8. DHHS will be financially responsible for all care provided off-site including but not limited to medical, mental health, dental, orthodontic and vision care

including but not limited to treatment, services and medications. DHHS shall pay the service provider directly. If such billings are sent to Contractor, Contractor will forward said billings on to DHHS.

9. Contractor will be financially responsible for the production and delivery of any required reports.
10. The parties agree to each designate a contact person for billing issues, to provide the other party with the contact person's name and contact information on or before the date of execution of this contract, and to update that information in writing ten business days in advance of any change.
11. In the event that Contractor is overpaid or otherwise receives payments from DHHS in error, Contractor will notify DHHS within the next regular billing cycle after the discovery of such error. 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, and to offset overpaid amounts against future payments.
12. Contractor understands and agrees that no minimum number of referrals for juvenile detention services is guaranteed by DHHS.

### **III. SCOPE OF SERVICES**

A. Contractor will do the following:

1. Provide Detention Services, consistent with the standards contained in Attachment "A", attached hereto and incorporated herein by reference, for Detainees in the following situations:
  - a. A juvenile court order states DHHS has custody of a detained juvenile or orders a juvenile, that DHHS already has custody of, into detention;
  - b. DHHS issues a written detainer placing a Detainee in detention;
  - c. DHHS authorizes in writing the detention of a Detainee who is detained by a law enforcement agency, as a result of an alleged new law violation;
  - d. A Detainee is detained by a law enforcement agency as a result of an alleged new law violation, and the alleged law violation has been declined or dismissed, but jurisdiction remains under the case in which DHHS has custody of the Detainee;
  - e. A court orders a Detainee committed to a Youth Rehabilitation and

Treatment Center ("YRTC"); or

- f. A court order places a Detainee in detention pending an OJS evaluation.
  - i. When a Detainee is detained pending an OJS evaluation, DHHS financial responsibility will be limited to any days of detention beyond the first ten days after the date the evaluation is ordered in writing by the Court, and any days of detention during the evaluation, except where DHHS is otherwise financially responsible for detention of the Detainee under the terms of this Contract.
  - ii. For purposes of this section the parties agree that an OJS evaluation begins when the evaluation provider makes a person to person contact with the Detainee or any other person associated with Detainee (including but not limited to Detainee's immediate family or extended relatives, court officials, probation officer, juvenile services officers, therapists, and/or school officials) for the purpose of initiating the evaluation. The parties further agree that an OJS evaluation ends when the final evaluation report is delivered to the Judge. DHHS agrees to provide Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report is delivered to the Judge.
2. Accept and serve all Detainees referred by DHHS who are physically and mentally fit for confinement, as determined by Contractor.
3. Provide food, shelter, personal hygiene items, and recreational activities to Detainees.
4. Provide available medical care to Detainees on-site at DCYC. And obtain off-site care, including but not limited to medical, mental health, dental/orthodontic, or vision care. Contractor is hereby authorized to obtain such care and agrees to notify DHHS of any such care provided or obtained when such notification is required by the terms of this Contract.
5. Complete a written inventory on all Detainees, which will document all personal belongings of the Detainee at the time of admission, and will be dated and signed by Contractor and Detainee and updated as necessary. Upon discharge, Contractor will provide a copy of the inventory to the next placement, the Detainee or the Detainee's parent or guardian, or DHHS Case Manager. Contractor will ensure that all personal belongings of the Detainee are returned to the Detainee, DHHS, or its agent upon discharge, or as soon thereafter as practicable. Contractor will take reasonable steps to ensure the security of all personal belongings owned by Detainees under Contractor's

care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings.

6. Ensure that all medication belonging to a Detainee is immediately provided to DHHS, its agents or any person or entity identified in a court's release order at the time of Detainee's discharge.
7. Comply with all applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Title 83 of the Nebraska Administrative Rules and Regulations for Nebraska Detention Facilities ("Nebraska Minimum Jail Standards for Juvenile Detention") and as applicable, the Health Insurance Portability and Accountability Act. (HIPAA).
8. Prohibit smoking within DCYC as required by Public Law 103-227, also known as the Pro-Children Act of 1994.
9. 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 written investigative 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:

- a. Running away or attempting to run away;
  - b. Assault, attempted assault or threats of violence toward other juveniles or Contractor's staff;
  - c. Suicidal attempts or placement on suicide watch;
  - d. Any illness requiring emergency medical care; or
  - e. Minor illness that does not respond to treatment.
10. Upon request by DHHS, provide a complete summary of the Detainee's educational and/or medical information in Contractor's possession, within seven business days of the request.
  11. Conduct background checks on any employees, interns, volunteers, or subcontractors who may have direct unsupervised contact with Detainees. An initial background check will be conducted prior to any unsupervised contact with the Detainees, followed by a background check every two years thereafter. If a background check reveals a conviction for crimes against

children, Contractor will not allow that individual to have direct contact with the Detainees.

Background checks must, at a minimum, include:

- a. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
- b. Nebraska Child Abuse and Neglect Central Register;
- c. Nebraska Adult Abuse and Neglect Central Register; and
- d. National Crime Information Center (NCIC) Criminal History.

12. Maintain the following types of insurance, or a self-insurance program, in the following amounts, for the duties performed under this Contract:

- a. General Liability  
General Aggregate \$2,000,000  
Bodily Injury/Property Damage \$1,000,000 per occurrence
- b. Workers Compensation As required by statute
- c. Automobile Liability  
Bodily Injury/Property Damage \$1,000,000 per occurrence
- d. Umbrella/Excess Liability  
Over Primary Insurance \$1,000,000 per occurrence

Contractor will provide to DHHS within thirty days of execution of this Contract a certificate of insurance for the above mentioned coverage. Notice of cancellation of this insurance must be submitted immediately to DHHS, Service Area Contract Liaison or designee along with evidence that Contractor has obtained replacement coverage for the cancelled policy to ensure that there is no break in coverage.

13. Refrain from conducting or arranging for any HIV or AIDS testing of Detainees without the express written consent of DHHS. Contractor understands that such testing is governed by 390 Nebraska Administrative Code 11-002.04 D and agrees to comply with those regulations.

14. Refrain from providing transportation for Detainees, except to obtain off-site care for a Detainee.

15. Refrain from transferring any Detainees to any other facility or placement except as authorized by DHHS or required by court order, except in the case of an emergency, medical or otherwise.

16. The Contractor will determine appropriate placement of the juvenile within the Douglas County Youth Center based upon classification.

17. If Contractor's daily population exceeds 144 or Contractor determines that it cannot accept further juveniles based upon staffing or bed space, the 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.

B. Any other services performed or operated by Contractor or its subcontractors not specified herein are not covered by this Contract. Therefore, this Contract does not govern such other services including but not limited to the Home on Monitoring Equipment ("H.O.M.E. Program"). The H.O.M.E. Program will be addressed separately by the Parties.

C. DHHS will do the following:

1. Share information prior to and during detention about each Detainee, including relevant health and background facts and on-going case information, to plan with Contractor regarding the services to be developed and provided to the Detainee, and to insure safety for the Detainee and others.
2. Provide DCYC with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles" or Court Order.
3. Ensure that medications and doctors' orders will accompany the Detainee at time of detention when possible.
4. Provide notice when possible to Contractor of plans to remove a Detainee from Contractor's facility.
5. Use its best efforts to comply with the following time lines when utilizing juvenile Detention Services:
  - i. Detainees ordered to DHHS for placement in the community will be removed from detention immediately, unless the court has ordered that the Detainee remain in detention pending placement.
  - ii. Detainees placed in detention by DHHS to review violations and return to the community will not exceed 3 days in detention without written authorization from the Service Area Administrator or designee.
  - iii. Detainees placed in detention by DHHS to review violations and return to a YRTC will not exceed 3 days in detention

- iv. The length of detention for Detainee confined for new law violation(s) will be reviewed by DHHS every 7 days. If DHHS determines it is necessary for a Detainee to remain in detention beyond the above stated timeframes, the DHHS Case Manager will contact Contractor to review the case every three days and provide written updates to Contractor's Facility Superintendent or his/her designee.
6. DHHS agrees to abide by the following time lines when responding to requests for billing information by the Contractor:
    - i. Within 15 business days of receiving a written request from Contractor, DHHS shall supply the Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report was delivered to the Judge, as provided in III.A.1.f.ii.; and
    - ii. 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).
  7. Purchase and deliver to DCYC clothing to meet short term needs for Detainees who lack adequate clothing.
  8. Comply with all applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act, and the Nebraska Minimum Jail Standards for Juvenile Detention in the placement of Detainees with Contractor.
  9. Pay billings submitted by Contractor in conformity with this Contract.
  10. Continue to participate in the Expediting Committee.
  11. DHHS reserves the right to remove a Detainee from DCYC immediately when such removal is determined by DHHS to be in the best interest of the Detainee. Reasons for removal include, but are not limited to: Alleged child abuse or neglect, court discharge, significant destruction of the detention facility, or when Contractor is unable to meet the medical or psychological needs of the Detainee.

#### **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 will be subject to audit at a reasonable time upon the provision of reasonable notice by DHHS. Because DHHS must comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Contractor will maintain all records for six (6) years from the date of final payment. In addition to the foregoing retention periods, all records will be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS, provided that DHHS provides written notice to Contractor of the records in question and the need to retain these records. All records will be maintained in accordance with generally accepted business practices.
  2. Contractor will 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.
  3. Contractor will correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
- B. AMENDMENT. This Contract may be modified only by written amendment, executed by authorized representatives of both parties. No alteration or variation of the terms and conditions of this Contract will be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. Both parties will 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.
- D. ASSIGNMENT. Neither party may assign or transfer any interest, rights, or duties under this Contract to any person, firm, or corporation without prior written consent of the non-assigning party, except as provided herein. In the absence of such written consent, any assignment or attempt to assign will 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, serve as the basis for terminating this Contract.
- F. BREACH OF CONTRACT. Either party may terminate this Contract, in whole or in part, if the other party fails to perform its obligations under the Contract in a timely and proper manner. Either party may, by providing a written notice of default to the other party, allow the other party to cure a failure or breach of contract within a period of thirty (30) days or longer at the discretion of the party declaring a default, considering the gravity and nature of the default. Said notice will be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the other party to cure a failure or breach of contract does not waive the right of the party declaring a breach to terminate the Contract for the same or different contract breach which may occur at a different time. If a party materially breaches this Contract and fails to cure, the non-breaching party may terminate this Contract upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event of a material breach and failure to cure on the part of Contractor, DHHS may, at its discretion, contract for any services required to complete this Contract. This provision will 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, will be held in the strictest confidence and will be released to no one other than DHHS without the prior written authorization of DHHS, or as required by statute or court order. Contrary contract provisions set forth herein will be deemed to be authorized exceptions to this general confidentiality provision. Contractor does not need prior written DHHS authorization to release such information to any of the following: any court having jurisdiction over the Detainee, the Detainee's attorney, the Detainee's probation officer, or any other court ordered recipient. This provision will survive termination of this Contract.
- H. CONFLICTS OF INTEREST. In the performance of this Contract, both parties agree to avoid all conflicts of interest and all appearances of conflicts of interest. Each party will immediately notify the other party of any such instances encountered so that other arrangements can be made to complete the work.
- I. 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 does not assume liability for the actions of DHHS.
  4. Any liability on the part of Contractor is limited to the extent provided by the Political Subdivision Tort Claims Act or other applicable provisions of law.

J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. 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. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor will provide a copy of its drug-free workplace policy at any time upon request by DHHS.

L. FORCE MAJEURE. Neither party will 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 will not constitute a breach of this Contract. The party so affected will 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 will be suspended, and the affected party will do everything reasonably necessary to resume performance as soon as possible.

M. FUNDING AVAILABILITY. DHHS may terminate this 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 will give the Contractor written notice thirty (30) days prior to the effective date of such termination. In no event will Contractor be paid for a loss of anticipated profit.

- N. GOVERNING LAW. The Contract will be governed in all respects by any applicable laws of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract will be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. Contractor will comply with all applicable Nebraska statutes and regulations.
- O. INDEPENDENT CONTRACTOR. It is the express intent of the Parties that this Contract will not create an employer-employee relationship. Contractor is an Independent Contractor and neither it nor any of its employees will for any purpose be deemed employees of DHHS. Contractor will 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.
- P. INVOICES. Invoices for payments submitted by Contractor will contain sufficient detail to support payment. Any terms and conditions included in Contractor's invoice will be deemed to be solely for the convenience of the parties.
- Q. 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, will not serve to vary or contradict the terms set forth in this Contract.
- R. 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](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)

The Parties agree that Contractor, a political subdivision of the State of Nebraska, is a resident and no such withholding is necessary.

- S. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

Contractor will 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 this Contract comply with the applicable standards, whenever economically and technologically feasible, as determined by Contractor. In the event such standards change during 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.

- T. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** Contractor will 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 Contractor is an individual or sole proprietorship, the following applies:

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If 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 Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- U. **PROMPT PAYMENT.** Payment will 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 will 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)

- V. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this Contract, Contractor agrees to submit to the jurisdiction of the Public Counsel under Neb.Rev.Stat. §§ 81-8,240 – 81-8,254, as applicable, with respect to the provision of services under this Contract.
- W. RESEARCH. Contractor will not engage in research utilizing the information obtained through the performance of this Contract without the express written consent of DHHS. The term "research" will mean the investigation, analysis, or review of information. "Research" will not include aggregate statistical information, which is used for purposes unconnected with this Contract, or the providing of information if required by law or other rule or regulation with which Contractor must comply.
- X. 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- Y. SUBCONTRACTORS. Contractor does utilize subcontractors and independent contractors for some services provided at Contractor's facility. Contractor agrees to notify DHHS of any new subcontractors or independent contractors utilized by Contractor after the execution date of this Contract.
- Z. WAIVER. The failure of any party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, will not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same will remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any party which is it not obligated to do hereunder will not be deemed to impose any obligation upon any party to do any similar act in the future or in any way change or alter any of the provisions of this Contract.
- AA. THIRD PARTY RIGHTS. This Contract does not create any third-party rights to employees, Detainees, volunteers or others not a party to this Contract.
- BB. AUTHORITY. Any individual signing this Contract on behalf of an entity represents and warrants that he/she has full authority to do so.
- CC. CAPTIONS. Captions used in this Contract are for convenience and are not used in the construction of this Contract.

DD. JOINT WORK PRODUCT. This Contract is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption will be imposed against or in favor of any Party by reason of document preparation.

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

FOR DHHS:

Terry J. Nutzman, Administrator  
Office of Juvenile Services  
PO Box 95026  
301 Centennial Mall South  
Lincoln, NE 68509-5026  
Ph # (402) 471-8403  
Fax # (402) 471-9034

FOR CONTRACTOR:

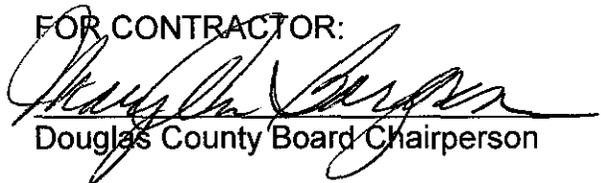
Brad Alexander, Facility Superintendent  
Douglas County Youth Center  
1301 South 41st. Street  
Omaha, NE 68105  
Ph # (402) 444-7492  
Fax # (402) 444-4252

**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:

  
Douglas County Board Chairperson

DATE:

4/22/2011

DATE:

5-3-2011

APPROVED AS TO FORM:

  
Deputy County Attorney

## ATTACHMENT A

### PROGRAM STANDARDS FOR DETENTION CENTER

#### 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.

#### EDUCATION SERVICES

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

#### RECREATION

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

#### MEDICAL SERVICES

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

#### PERSONAL NEEDS

The Contractor will provide each juvenile with personal hygiene supplies and limited school supplies. The DHHS 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 of the request.

#### STAFF QUALIFICATIONS

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

#### STAFF SUPERVISION

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

#### DIRECT CARE STAFF/CHILD RATIO

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

#### STAFF TRAINING

As specified in the Nebraska Minimum Jail Standards for Juvenile Detention Facilities.

#### SPECIAL NEEDS

When serving juveniles 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 reasonable accommodations for juveniles with special needs. Meeting the needs of juveniles with special needs is a shared responsibility for problem-solving between the Contractor and DHHS.

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA**

**WHEREAS**, Douglas County desires to enter into an agreement with the Nebraska Department of Health and Human Services (DHHS) to provide detention services for juveniles committed or placed with DHHS and detained at the Douglas County Youth Center (DCYC); and

**WHEREAS**, the per diem rate for DHHS juveniles detained at DCYC will be \$176.00 from May 1, 2011 to June 30, 2011 and the per diem rate for DHHS juveniles detained at DCYC will be \$180.00 from July 1, 2011 to June 30, 2012;

**WHEREAS**, DHHS agrees to the above rate and further agrees that the per diem rate for the entirety of the contract will be \$200.00 in the event the DHHS juvenile is eligible for release from detention and eleven days have passed unless a court order or police hold prohibits such release; and

**NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT** the attached agreement between Douglas County and DHHS for detention services from May 1, 2011 to June 30, 2012 is hereby approved.

Dated the 3rd day of May, 2011.

Motion by Tusa, second by Morgan to approve. I move the adoption of the resolution.

Adopted: May 3, 2011

Yeas: Boyle, Duda, Kraft, Morgan, Tusa, Borgeson

Absent: Rodgers

(CERTIFIED COPY)



Thomas F. Cavanaugh  
Douglas County Clerk