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

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 (DHHS-OJS) or** (hereinafter the "Department"), and **Scott Bluff County Detention Center** (hereinafter the "Contractor").

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

I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 1, 2009 until June 30, 2010.

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 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department 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. The Department agrees to pay the Contractor the total amount not to exceed **$170.00 (One Hundred Seventy Dollars)** per youth, per day for juvenile detention services when meeting the detention population criteria and time lines listed under III. Scope of Services by Contractor. Department agrees to pay the Contractor at the hourly rate for a Corrections Officer position at the time the service is provided (currently **$11.95 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.

1. Department will reimburse the Contractor for costs associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.

2. Department 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 Department was obligated to provide said reports and the Contractor did not receive them. Department reserves the right to withhold payment until required reports are received. Department may request that payment be made electronically instead of by state warrant.

3. Department agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently **$11.00 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. Department 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 Department for such services.

C. OVERPAYMENTS.

Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department 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 Department under the following circumstances:

1. The court order states Department has full care and custody of a detained juvenile for placement in the community and the court orders that secure detention is necessary until a permanent placement is located by Department.
2. The court order places a juvenile in a detention setting pending a Department 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. Department 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.
3. The parties further agree that Department 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.
4. Department issues a written Detainer placing a juvenile in detention for purposes of conducting an administrative review hearing.
5. Department authorizes in writing the detention of a juvenile that is detained by a law enforcement agency, as a result of a new law violation to be processed in juvenile court.
6. Department issues a written Detainer for a juvenile who is in the care, custody and control of Department in secure detention for purposes of returning the juvenile to the court for further disposition. The Department 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.
7. The Court orders a juvenile committed to one of the YRTC's. Department shall only be responsible for the date of the order committing the juvenile, and not for any dates thereafter.
8. The Contractor agrees that for valuable consideration provided by Department, 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. <u>Service to be Provided</u>

1. The Contractor agrees to accept and serve all juveniles referred to them by Department. 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 Department 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 Department 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, Department Case Manager, or guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile or Department 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 Department referrals, however if the Contractor is at or over capacity at the time of referral, Department agrees to remove the juvenile within 12 hours of placement; if said juvenile can be removed without violating a valid court order.

C. Removal. Department 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 Department 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 Department 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 Department. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from Department will be expected.

F. Responsibilities and Authorizations. The Contractor recognizes and reaffirms Department' 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 Department, 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 Department, 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 Department.

G. Required Reports.

1. The Contractor will immediately report (verbally) to Department 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 Department 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 Department or designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the juvenile's Department Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.

I. HIV Testing Prohibited. Department does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from Department. When consent is obtained, testing must be performed according to written Department 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 Department 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, Department 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 Department 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.

IV. Department's Responsibilities to the Contractor

1. Department agrees to enforce the following time lines when authorizing secure detention services.
2. Juveniles ordered to Department 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 Department 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 Department 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 Department every 7 calendar days.
7. If a juvenile is placed in the Scotts Bluff County Detention Center without adequate clothing, Department Case Manager will assess the situation and authorize the purchase of clothing, at Department expense as needed to provide for the juvenile for a short period of time.
8. Department 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. Department 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 Department 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. Department will give notice of plans to remove a juvenile from the service.
12. Department determines it is necessary for a juvenile to remain in detention beyond seven days, the Department Case Manager will contact the Contractor to review the case every three days. Department must authorize in writing any placement continuing past seven days.

V. GENERAL PROVISIONS

A. <u>ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES</u>.

1. All Contractor books, records, and documents regardless of physical form, and 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 the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of 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 the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor agrees to provide the Department 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 the Department 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 the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department 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 the Department.

5. AMENDMENT. This contract may be modified only by written amendment, duly 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 hereto. Every amendment shall specify the date on which its provisions shall be effective.

B. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

C. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in

appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

D. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

E. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, 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.

F. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

G. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department 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.

H. 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.

I. 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.

J. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

K. 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.

L. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

M. HOLD HARMLESS.

1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with Contractor's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

N. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. 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.

O. 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.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology 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.

Q. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

R. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

S. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department 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 the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

T. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. 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.

U. 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.

V. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies 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.

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 THE Department:

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

FOR THE CONTRACTOR:

Scotts Bluff County Detention Center
2522 7th 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 THE Department:

Signature

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

DATE: June 21, 2009

FOR THE CONTRACTOR:

Signature

Chairperson Scottsbluff Board

DATE: 9-8-2009

ATTACHMENT A

CONTRACTOR DESCRIPTION OF SERVICES

We are located at 2522 7th 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 Department, 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. Department 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 Department 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 Department.

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

ATTACHMENT C

Billing Form:

Schedule of Billing: Monthly

Submit Bills to: Mike Reddish

Department Contact Person	Provider Contact Person
Mike Reddish 402-471-9700	Steve Larsen or Patty Shaeffer 308-436-2204

Providers are expected to follow all terms of contracts with Department. Reimbursement will not be made out of Department funds if appropriate authorization or billing procedures are not followed.

Detention Center

Policy Number:

Date Entered: 6/15/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/15/2009

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NIRMA 100 N 12th Street, Suite 200 P.O. Box 85210 Lincoln, NE 68508 Phone: (402)742-9220 Fax: (402)742-9230	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED Scotts Bluff County 1825 10th Street Gering, NE 69341	INSURER A: NE Intergovernmental Risk Mgmt.Assn.	53750
	INSURER B: NE Intergovernmental Risk Mgmt.Assn.II	53751
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	N-0910-21	7/1/2009	7/1/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	NII-0910-21	7/1/2009	7/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
Health and Human Services Attn: Kathy Dickman 200 South Siber North Platte, NE 69101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

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 (DHHS-OJS) or** (hereinafter the "Department"), and **Scott Bluff County Detention Center** (hereinafter the "Contractor").

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

I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 1, 2009 until June 30, 2010.

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 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department 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. The Department agrees to pay the Contractor the total amount not to exceed **$170.00 (One Hundred Seventy Dollars)** per youth, per day for juvenile detention services when meeting the detention population criteria and time lines listed under III. Scope of Services by Contractor. Department agrees to pay the Contractor at the hourly rate for a Corrections Officer position at the time the service is provided (currently **$11.95 per hour)** for one additional staff person per day for a maximum of twelve hours per day.

a Corrections Officer position at the time the service is provided (currently **$11.95 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.

1. Department will reimburse the Contractor for costs associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.

2. Department 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 Department was obligated to provide said reports and the Contractor did not receive them. Department reserves the right to withhold payment until required reports are received. Department may request that payment be made electronically instead of by state warrant.

3. Department agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently **$11.00 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. Department 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 Department for such services.

C. OVERPAYMENTS.

Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department

retains the right to recover any and all amounts overpaid. The Department 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 Department under the following circumstances:

1. The court order states Department has full care and custody of a detained juvenile for placement in the community and the court orders that secure detention is necessary until a permanent placement is located by Department.
2. The court order places a juvenile in a detention setting pending a Department 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. Department 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.
3. The parties further agree that Department 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.
4. Department issues a written Detainer placing a juvenile in detention for purposes of conducting an administrative review hearing.
5. Department authorizes in writing the detention of a juvenile that is detained by a law enforcement agency, as a result of a new law violation to be processed in juvenile court.
6. Department issues a written Detainer for a juvenile who is in the care, custody and control of Department in secure detention for purposes of returning the juvenile to the court for further disposition. The Department 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.
7. The Court orders a juvenile committed to one of the YRTC's. Department shall only be responsible for the date of the order committing the juvenile, and not for any dates thereafter.
8. The Contractor agrees that for valuable consideration provided by Department, 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. <u>Service to be Provided</u>

1. The Contractor agrees to accept and serve all juveniles referred to them by Department. 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 Department 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 Department 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, Department Case Manager, or guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile or Department 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 Department referrals, however if the Contractor is at or over capacity at the time of referral, Department agrees to remove the juvenile within 12 hours of placement; if said juvenile can be removed without violating a valid court order.

C. Removal. Department 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 Department 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 Department 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 Department. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from Department will be expected.

F. Responsibilities and Authorizations. The Contractor recognizes and reaffirms

Department' 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 Department, 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 Department, 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 Department.

G. Required Reports.

1. The Contractor will immediately report (verbally) to Department 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 Department 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 Department or designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the juvenile's Department Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.

I. HIV Testing Prohibited. Department does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from Department. When consent is obtained, testing must be performed according to written Department 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 Department 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, Department 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 Department 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.

IV. Department's Responsibilities to the Contractor

1. Department agrees to enforce the following time lines when authorizing secure detention services.
2. Juveniles ordered to Department 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 Department 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 Department 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 Department every 7 calendar days.
7. If a juvenile is placed in the Scotts Bluff County Detention Center without adequate clothing, Department Case Manager will assess the situation and authorize the purchase of clothing, at Department expense as needed to provide for the juvenile for a short period of time.
8. Department 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. Department 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 Department 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. Department will give notice of plans to remove a juvenile from the service.
12. Department determines it is necessary for a juvenile to remain in detention beyond seven days, the Department Case Manager will contact the Contractor to review the case every three days. Department must authorize in writing any placement continuing past seven days.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and 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 the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of 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 the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor agrees to provide the Department 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 the Department 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 the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department 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 the Department.

5. AMENDMENT. This contract may be modified only by written amendment, duly 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 hereto. Every amendment shall specify the date on which its provisions shall be effective.

B. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

C. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

D. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

E. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, 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.

F. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

G. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under

this contract. The Department 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.

H. 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.

I. 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.

J. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

K. 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.

L. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

M. HOLD HARMLESS.

1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with Contractor's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.

2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

N. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. 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.

O. 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.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology 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.

Q. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

R. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

S. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department 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 the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

T. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. 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.

U. 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.

V. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies 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.

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 THE Department:

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

FOR THE CONTRACTOR:

Scotts Bluff County Detention Center
2522 7th 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 THE Department:

Signature

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

DATE: JUNE 21, 2009

FOR THE CONTRACTOR:

Signature

Chairperson Scottsbluff Board

DATE: 9-8-2009

ATTACHMENT A

CONTRACTOR DESCRIPTION OF SERVICES

We are located at 2522 7th 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 Department, 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. Department 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 Department 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 Department.

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

ATTACHMENT C

Billing Form:

Schedule of Billing: Monthly

Submit Bills to: Mike Reddish

Department Contact Person	Provider Contact Person
Mike Reddish 402-471-9700	Steve Larsen or Patty Shaeffer 308-436-2204

Providers are expected to follow all terms of contracts with Department. Reimbursement will not be made out of Department funds if appropriate authorization or billing procedures are not followed.

JUVENILE DETENTION SERVICES CONTRACT

This contract is entered into by and between the State of Nebraska, Department of Health and Human Services, Office of Juvenile Services (hereinafter DHHS-OJS), and **Scotts Bluff County, Scotts Bluff County Detention Center** (hereinafter the "Contractor") **located at 2522 7th St., Gering, Nebraska 69341.**

WITNESSETH

Whereas DHHS-OJS is desirous of contracting for the provision of **SECURE DETENTION** to juveniles committed to, or placed with DHHS-OJS; and

Whereas the Contractor is providing secure detention services at **Scotts Bluff County, Scotts Bluff County Detention Center located at 2522 7th St., Gering, Nebraska 69341.**

Now, therefore, the parties agree as follows:

I. Term and Termination

A. Term of Contract

This contract shall be in effect from **July 1, 2008 through June 30, 2009** unless otherwise terminated as provided herein below.

B. Termination

Upon execution of this agreement, any and all prior agreements specific to services described herein between the parties regarding juvenile secure detention shall be terminated.

Either party hereto may terminate this Contract for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. If it is determined that the Contractor's practices are harmful to the juvenile/family, abusive and/or contrary to the DHHS-OJS philosophy, the contract can be canceled immediately upon written notice. Payment for services provided to the date of the termination will be based on the consideration specified in Section IV.

II. Scope of Services by Contractor. The Contractor agrees to provide Secure Detention for juveniles who are committed to the care and custody of DHHS-OJS under the following circumstances:

A. The court order states DHHS-OJS has full care and custody of a detained juvenile for placement in the community and the court orders that secure detention is necessary until a permanent placement is located by DHHS-OJS.

B. The court order places a juvenile in a detention setting pending an DHHS-OJS 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-OJS 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.

C. The parties further agree that DHHS-OJS 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.

D. DHHS-OJS issues a written Detainer placing a juvenile in detention for purposes of conducting an administrative review hearing.

E. DHHS-OJS authorizes in writing the detention of a juvenile that is detained by a law enforcement agency, as a result of a new law violation to be processed in juvenile court.

F. DHHS-OJS issues a written Detainer for a juvenile who is in the care, custody and control of DHHS-OJS in secure detention for purposes of returning the juvenile to the court for further disposition. The Department 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.

G. The Court orders a juvenile committed to one of the YRTC's. DHHS-OJS shall only be responsible for the date of the order committing the juvenile, and not for any dates thereafter.

H. The Contractor agrees that for valuable consideration provided by DHHS-OJS, 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:

I. <u>Service To Be Provided</u>.

1. The Contractor agrees to accept and serve all juveniles referred to them by DHHS-OJS. 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-OJS 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 Department 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, Department Case Manager, or guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile or Department 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-OJS referrals, however if the Contractor is at or over capacity at the time of referral, DHHS-OJS agrees to remove the juvenile within 12 hours of placement; if said juvenile can be removed without violating a valid court order.

J. Removal. DHHS-OJS 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-OJS to be in the best interest of the child.

K. Discharge. The Contractor agrees to complete a discharge summary, upon request, and submit it to the DHHS-OJS Case Manager within seven (7) working days following discharge.

III. Performance Accountability. Should DHHS-OJS decide to implement a performance accountability process, the Contractor agrees to work with DHHS-OJS to develop a system of performance accountability that measures quality, efficiency and effectiveness of the service.

IV. Consideration.

1. DHHS-OJS agrees to pay the Contractor **$170.00 per juvenile per day** when meeting the detention population criteria listed under "Scope of Services" and timelines listed under II. DHHS-OJS agrees to pay the Contractor at the hourly rate for a Corrections Officer position at the time the service is provided (currently **$11.95 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.

2. DHHS-OJS will reimburse the Contractor for cost associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.

3. DHHS-OJS 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-OJS was obligated to provide said reports and the Contractor did not receive them. DHHS-OJS reserves the right to withhold payment until required reports are received. DHHS-OJS may request that payment be made electronically instead of by state warrant.

4. DHHS-OJS 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-OJS.

V. Request for Services Not Guaranteed. The Contractor understands and agrees that this contract does not guarantee that DHHS-OJS will request such services.

Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from DHHS-OJS will be expected.

VI. Responsibilities and Authorizations. The Contractor recognizes and reaffirms DHHS-OJS's ongoing responsibility for the juvenile and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the juvenile's case plan is implemented by DHHS-OJS, 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-OJS, and the Contractor agrees not to accept payment from the family of the juvenile unless an established part of the case plan includes a fee for services. The juvenile is not to be transferred to any other facility or other placement without the authorization of DHHS-OJS.

VII. Research. DHHS-OJS prohibits the involvement of state wards in any research or clinical investigations without the prior expressed written and informed consent of DHHS-OJS. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the expressed written consent of the Director. 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.

VIII. Required Reports.

1. The Contractor will immediately report (verbally) to DHHS-OJS 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-OJS 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.

IX. 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-OJS or designee. When

emergency medical care is provided/obtained for a state ward, the Contractor shall notify the juvenile's DHHS-OJS Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.

X. HIV Testing Prohibited. DHHS-OJS does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from DHHS-OJS. When consent is obtained, testing must be performed according to written Department 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-OJS 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-OJS 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-OJS 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.

XI. Department's Responsibilities to the Contractor.

1. DHHS-OJS agrees to enforce the following time lines when authorizing secure detention services;

   A. Juveniles ordered to DHHS-OJS 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.

   B. Juveniles placed in secure detention by DHHS-OJS 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.

C. Juveniles placed in secure detention by DHHS-OJS to review violations and return to an YRTC will not exceed 3 calendar days in detention.

D. 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.

E. The length of detention for juvenile confined for new law violation(s) will be reviewed by DHHS-OJS every 7 calendar days.

F. If a juvenile is placed in the Scotts Bluff County Detention Center without adequate clothing, DHHS-OJS Case Manager will assess the situation and authorize the purchase of clothing, at DHHS-OJS expense as needed to provide for the juvenile for a short period of time.

G. DHHS-OJS 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.

H. DHHS-OJS 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.

I. The DHHS-OJS 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.

J. DHHS-OJS will give notice of plans to remove a juvenile from the service.

K. If DHHS-OJS determines it is necessary for a juvenile to remain in detention beyond seven days, the DHHS-OJS Case Manager will contact the Contractor to review the case every three days. DHHS-OJS must authorize in writing any placement continuing past seven days.

XII. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and 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 the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of 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 the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor agrees to provide the Department 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 the Department 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 the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.
3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department 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 the Department.

XIII. Individual Records. When the Contractor is holding, safeguarding, or handling the personal funds of juvenile being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:

1. Juvenile's name;
2. Identification of juvenile's guardian;
3. Admission date;

4. Date and amount of each deposit or withdrawal;
5. Name of person accepting withdrawn funds; and
6. Balance after each transaction.

All money remaining in a juvenile's account upon leaving the facility shall be returned to DHHS-OJS's Case Manager.

The Contractor shall be liable in the event of loss or theft, for all resident juvenile's funds retained by the Contractor for holding, safeguarding, or handling.

XIV. 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.

XV. Confidentiality. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, 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.

XVI. Non-Discrimination: The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.

XVI. Assignment: The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any

assignment or attempt to assign shall constitute a breach of this contract.

XVII. Sub-Contractors: The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies 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.

XVIII. Amendment: This contract may be modified only by written amendment, duly 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 hereto. Every amendment shall specify the date on which its provisions shall be effective.

XIX. Breach of Contract.

1) Should the Contractor breach this Contract, DHHS-OJS may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. DHHS-OJS shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. DHHS-OJS may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all reasonable expenses incurred in such additional Contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of Contract as allowed by law.
2) The waiver by DHHS-OJS of a breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the Director of DHHS-OJS.

XX. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, DHHS-OJS cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, DHHS-OJS may terminate the contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. DHHS-OJS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective

date of the state and/or federal funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the proposed reduction upon the provision of advance written notice to DHHS-OJS.

XXI. Data Ownership and Copyright. All data collected as a result of this project shall be the property of DHHS-OJS. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. DHHS-OJS and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes. This provision shall survive termination of the contract.

XXIII. Background Checks. The Contractor agrees to perform background checks on any employee, intern, or volunteer who may have contact with juvenile or his/her family in the course of providing direct services for juvenile's in the performance of this contract. The Contractor shall complete these checks prior to the individual having any contact with the juvenile or his/her family, and every two years thereafter. If a background check identifies a felony or misdemeanor 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.

These checks at a minimum must include: a) NCIC, b) Sex Offender Registry maintained by the Nebraska State Patrol, c) DHHS Central Register for Child Abuse and Neglect, d) DHHS Central Registry for Adult Abuse and Neglect and e) Department of Motor Vehicles if employees are transporting DHHS-OJS juveniles.

In the event the individual has resided in Nebraska for less than two years, the Contractor agrees to complete the above checks in the state(s) of previous residence. If an individual's prior state of residence does not maintain a Sex Offender Register; a Child Abuse and Neglect Central Register; or an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor agrees to complete a criminal background check in the cities, counties, and states of previous residence.

XXII. Public Counsel. In the event the Contractor provides health and human services to individuals on behalf of DHHS-OJS under the terms of this contract, the Contractor shall submit to the jurisdiction of the public counsel under Neb. Rev. Stat. 81-8,240 to 81-8,254 with respect to the provision of services under this contract. This clause

shall not apply to contracts between DHHS-OJS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the long-term care ombudsman act.

XXIII. Conflict Resolution. Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication process with the OJS Administrator or designee.

XXIV. 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-OJS. 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 worker's 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.

XXVII. Release Indemnity, and Risk Management:

1. The Contractor agrees to assume all risk of loss and hold DHHS-OJS, 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 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-OJS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. DHHS-OJS does not assume liability for the action of its Contractors.

XXVIII. Insurance. The Contractor shall maintain the following types of insurance for the duties performed under this contract: a) general liability, b) workers compensation as required by law, c) automobile, both non-owned and hired car, d) professional liability, if applicable to the duties performed under this contract, e) errors and omissions if applicable to the duties performed under this contract and, f) premises and property. The Contractor must provide to DHHS-OJS within thirty days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any 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 canceled policy(s), to ensure that there is no

break in coverage and transportation has been approved through the Contractor in conjunction with the DHHS-OJS worker.

The Contractor shall ensure that all individuals transporting children have a current, valid driver's license.

XXIXI. Workers Compensation. If the Contractor has employees involved in the carrying out of this Contract, the Contractor shall certify that it has obtained a policy providing coverage under the Nebraska Workers' Compensation Act for its employees or will obtain proof of such coverage within thirty (30) days after the commencement of this Contract and shall provide DHHS-OJS with proof of such coverage. A copy of the certificate of coverage is or shall be attached to this Contract. If the Contractor subcontracts a portion of the work involved in this Contract and has obtained approval for such subcontracting, it shall insure that the subcontractor has obtained workers' compensation insurance and will file proof of such insurance with DHHS-OJS.

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

XXXI. Lobbying

1) If the Contractor receives federal funds through DHHS-OJS, for full or partial payment under this Contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any Federal Agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXXII. 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 in 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.

XXXIII. Debarment, Suspension or Declared Ineligible. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXXIV. Drug Free Workplace: The Contractor hereby assures DHHS-OJS that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy. The Contractor shall provide a copy of their drug free workplace policy to DHHS-OJS.

XXXV. Federal Financial Assistance: The Contractor agrees that its performance under this Contract will comply with all applicable provisions of 45 C.F.R. §87.1 (2005) ET. Seq. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

XXXVI. Governing Law: This Contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

XXXVII. 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.

XXXVIII. Conflicts of Interest: In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the DHHS-OJS of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

XXXIX. 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.

XXXX. 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.

XXXXI: Nebraska Technology Access Standards: The Contractor shall review the Nebraska Access Technology Standards, found at http://nitc.state.ne.us/standards/accessibility 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.

XXXXII: 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:

Nebraska Dept. Health and Human Services
Department of Services
PO Box 95044
Lincoln, NE 68509-5044

Scotts Bluff County Detention Center
2522 7th St.
Gering, NE 69341

STATE OF NEBRASKA
DEPARTMENT OF HEALTH AND
HUMAN SERVICES

Contract Number #

BY _____
Todd A. Landry, Director
Division of Children and Family Services
Department of Health and Human Services

Dated this 25 day of
June, 2008

Scottsbluff County Board of Commissioners
Federal Taxpayer Identification – 47-6006506

BY _____
Vice Chairperson Scottsbluff Board

Dated this 7th day of
July, 2008

ATTACHMENT A

CONTRACTOR DESCRIPTION OF SERVICES

We are located at 2522 7th 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 Form:

Schedule of Billing: Monthly

Submit Bills to: Mike Reddish

Department Contact Person

Name: Mike Reddish

Phone Number: 402-471-9700

Provider Contact Person

Name: Steve Larsen or Patty Shaeffer

Phone Number: 308-436-2204

Providers are expected to follow all terms of contracts with DHHS-OJS. Reimbursement will not be made out of DHHS-OJS funds if appropriate authorization or billing procedures are not followed.

Policy Number: Date Entered: 6/10/2008

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2008

PRODUCER
NIRMA
100 N 12th Street, Suite 200
P.O. Box 85210
Lincoln, NE 68508
Phone: (402)742-9220
Fax: (402)742-9230

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Scotts Bluff County

1825 10th Street
Gering, NE 69341

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NE Intergovernmental Risk Mgmt.Assn.	53750
INSURER B: NE Intergovernmental Risk Mgmt.Assn.II	53751
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	N-0809-21	7/1/2008	7/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ $ $ $ $
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NII-0809-21	7/1/2008	7/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

HEALTH AND HUMAN SERVICES
JUN 12 2008
NORTH PLATTE

CERTIFICATE HOLDER

Health and Human Services
Attn: Kathy Dickman
200 South Siber
North Platte, NE 69101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HEALTH AND HUMAN SERVICES
JUN 12 2008
NORTH PLATTE

Policy Number:

Date Entered: 6/10/2008

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2008

PRODUCER
NIRMA
100 N 12th Street, Suite 200
P.O. Box 85210
Lincoln, NE 68508
Phone: (402)742-9220
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INSURED
Scotts Bluff County

1825 10th Street
Gering, NE 69341

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A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	N-0809-21	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NII-0809-21	7/1/2008	7/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Health & Human Services
Attn: Debbie Silverman
1600 10th Street
Gering, NE 69341

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Routing Form
Child Welfare/Juvenile Services Contracts paid through NFocus

Prepared by: _____Mike Reddish
Division/Facility/Office:___CFS Policy Section
Date Received: _____6/13/08_____

Contract Name: **Scottsbluff County Detention Center I**

New [ ] Renewal XX Amendment [ ]

Contract Period: _____7/1/08_____ to _____6/30/09_____ +

Funding Source: _____Child Welfare_____

Anticipated expenditure _____

Comments: See attached note from Terri Nutzman – has been approved by Legal.

	Signature or initials:	Date Reviewed:
X Unit Administrator	Terri Nutzman	6-20-08
Comments:		
____ Section Administrator	John L Rusky	06/20/2008
Comments: "ok"		
✓ Director'S Office	tal	6/25/08
Comments:		

Return to: _____ Phone: _____