

INTERLOCAL AGREEMENT**BETWEEN****THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND****LANCASTER COUNTY, NEBRASKA**

This interlocal agreement, including any addenda and attachments (collectively, "Agreement") is entered into by and between the Nebraska Department of Health and Human Services (DHHS), and Lancaster County, Nebraska on behalf of Lancaster County Youth Services Center ("Local Agency" or "Lancaster County Youth Services Center") (collectively, "Parties").

PURPOSE: The purpose of this Agreement is for the provision of Detention Services for juveniles committed to or placed with DHHS (hereinafter "Detainees") at Lancaster County Youth Services Center

FUNDING: This Agreement involves state funds.

1. DURATION

- 1.1. **TERM.** This Agreement is in effect from July 1, 2018 through June 30, 2019.
 - 1.1.1. This Agreement may be renewed for two (2) additional one (1) year periods as mutually agreed upon in writing by the parties.
- 1.2. **TERMINATION.** This Agreement may be terminated, in whole or in part, at any time upon mutual written consent, or by either party for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. Either party may also terminate the Agreement to the extent otherwise provided herein. Upon either termination or expiration of this Agreement, the Parties shall confer as to the disposal of any real or personal property involved in the Agreement, and agree, in writing as to the manner of method of disposal.

2. PAYMENT TERMS AND STRUCTURE

- 2.1. **TOTAL PAYMENT.** DHHS shall pay the Local Agency in accordance with the fixed rate for services set forth herein, in a total amount not to exceed \$50,000 (fifty thousand dollars), which is subject to actual utilization.
 - 2.1.1. From July 1, 2018 until and including June 30, 2019, DHHS shall pay the Local Agency a per diem rate for each Detainee of \$276 (two hundred seventy six dollars). No additional payment shall be made by DHHS other than the per diem.
 - 2.1.2. Future rates will be negotiated between DHHS and the Local Agency and incorporated into the Agreement by amendment.
- 2.2. **PAYMENT STRUCTURE.** Payment shall be structured as follows.
 - 2.2.1. The Local Agency shall submit a monthly billing statement to DHHS for each Detainee discharged during that month, and will submit with each billing statement a copy of the court order or detainer for each Detainee as supporting documentation. The Local Agency shall submit a billing statement for each discharged Detainee within thirty (30) days of discharge. For the purposes of this section, a temporary release to attend court proceedings is not a discharge. Rather, examples of a "discharge" would be a processing of the Detainee for return to the community or placement or detention in another facility.
 - 2.2.2. The Local Agency shall be financially responsible for any medical care provided to Detainees onsite at Lancaster County Youth Services Center.
 - 2.2.3. The Local Agency shall be financially responsible for the production and delivery of any required reports.
 - 2.2.4. The Local Agency shall designate a contact person for billing issues, to provide the other party with the contact person's name and contact information on or before the date of execution of

this agreement, and to update that information in writing ten business days in advance of any change.

- 2.2.5. In the event that the Local Agency is overpaid or otherwise receives payments from DHHS in error, the Local Agency shall notify DHHS within the next regular billing cycle after the discovery of such error. Any and all overpayments remain the property of DHHS and that DHHS retains the right to recover any and all amounts overpaid, and to offset overpaid amounts against future payments.
- 2.2.6. This Agreement does not guarantee that DHHS shall refer or authorize a minimum number of services.

3. RESPONSIBILITIES

- 3.1. LANCASTER COUNTY YOUTH SERVICES CENTER shall do the following:
 - 3.1.1. Provide Detention Services, consistent with the standards contained in this agreement for Detainees in the following situations:
 - 3.1.1.1. DHHS issues a written detainer when a youth absconds.
 - 3.1.1.2. A court orders a Detainee committed to a Youth Rehabilitation and Treatment Center ("YRTC") until the juvenile is discharged by the Office of Juvenile Services.
 - 3.1.2. Accept and serve all Detainees referred by DHHS who are physically and mentally fit for confinement, as determined by Lancaster County Youth Services Center.
 - 3.1.3. Provide food, shelter, personal hygiene items, and recreational activities to Detainees.
 - 3.1.4. Provide available medical care to Detainees on-site at Lancaster County Youth Services Center; and, obtain off-site care, including but not limited to medical, mental health, dental/orthodontic, or vision care. Lancaster County Youth Services Center is hereby authorized to obtain such care and agrees to notify DHHS of any such care provided or obtained when such notification is required by the terms of this agreement.
 - 3.1.5. Complete a written inventory on all Detainees, which shall document all personal belongings of the Detainee at the time of admission, and shall be dated and signed by Lancaster County Youth Services Center and Detainee and updated as necessary. Upon discharge, Lancaster County Youth Services Center shall provide a copy of the inventory to the next placement, the Detainee or the Detainee's parent or guardian, or DHHS Case Manager. Lancaster County Youth Services Center shall ensure that all personal belongings of the Detainee are returned to the Detainee, DHHS, or its agent upon discharge, or as soon thereafter as practicable. Lancaster County Youth Services Center shall take reasonable steps to ensure the security of all personal belongings owned by Detainees under Lancaster County Youth Services Centers' care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings.
 - 3.1.6. Ensure that all medication belonging to a Detainee is immediately provided to DHHS, its agents or any person or entity identified in a court's release order at the time of Detainee's discharge.
 - 3.1.7. During regular business hours, provide to the DHHS Case Manager or agent an immediate verbal report of any significant event involving or affecting a Detainee. If the significant event occurs outside of regular business hours, Lancaster County Youth Services Center shall make a verbal report to the DHHS Child Abuse/Neglect Hotline at 1-800-652-1999.

In addition, upon request by DHHS or its agent, Lancaster County Youth Services Center shall provide to the DHHS Case Manager, Supervisor agent or designee a copy of any written investigative report prepared in connection with the event in its possession, within three business days of the completion of the report.

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

- 3.1.7.1. Running away or attempting to run away;
- 3.1.7.2. Assault, attempted assault or threats of violence toward other Juveniles or Local Agency's staff.
- 3.1.7.3. Suicidal attempts or placement on suicide watch;
- 3.1.7.4. Any illness requiring emergency medical care; or
- 3.1.7.5. Minor illness that does not respond to treatment.

- 3.1.8. Upon request by DHHS, provide a complete summary of the Detainee's educational and/or medical information in Lancaster County Youth Services Centers' possession, within seven business days of the request.
- 3.1.9. Conduct background checks on any employees, interns, volunteers, or subcontractors who may have direct unsupervised contact with Detainees. An initial background check shall be conducted prior to any unsupervised contact with the Detainees, followed by a background check every two years thereafter. If a background check reveals a conviction for crimes against children, Lancaster County Youth Services Center shall not allow that individual to have direct contact with the Detainees.

Background checks must, at a minimum, include:

- 3.1.9.1. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
- 3.1.9.2. Nebraska Child Abuse and Neglect Central Register;
- 3.1.9.3. Nebraska Adult Abuse and Neglect Central Register; and
- 3.1.9.4. National Crime Information Center (NCIC) Criminal History.
- 3.1.10. Refrain from conducting or arranging for any HIV or AIDS testing of Detainees without the express written consent of DHHS.
- 3.1.11. Refrain from providing transportation for Detainees, except to obtain off-site care for a Detainee.
- 3.1.12. Refrain from transferring any Detainees to any other facility or placement except as authorized by DHHS or required by court order, except in the case of an emergency, medical or otherwise.
- 3.1.13. Determine appropriate placement of the juvenile within the Lancaster County Youth Services Center facility based upon classification.
- 3.1.14. The Contractor shall forward any billing for off-site care to DHHS for payment. Off-site care shall include but not limited to treatment, services and medications for medical, mental health, dental, orthodontic and vision care.

3.2. DHHS shall do the following:

- 3.2.1. Share information prior to and during detention about each Detainee, including relevant health and background facts and on-going case information, to plan with Lancaster County Youth Services Center regarding the services to be developed and provided to the Detainee, and to insure safety for the Detainees and others.
- 3.2.2. Provide Lancaster County Youth Services Center with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles" which is used when a youth absconds or Court Order.
- 3.2.3. Ensure that medications and doctors' orders shall accompany the Detainee at time of detention when possible.
- 3.2.4. Provide notice when possible to Lancaster County Youth Services Center of plans to remove a Detainee from Local Agency's facility.
- 3.2.5. Within 30 business days of receiving a billing statement from the Local Agency, DHHS shall supply the Local Agency with written notice of any dispute of charges and/or request any reports necessary to process the claim(s).
- 3.2.6. Purchase and deliver to Lancaster County Youth Services Center clothing to meet short term needs for Detainees who lack adequate clothing.
- 3.2.7. Comply with all applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act, 42 U.S.C. § 5601, and the Nebraska Minimum Jail Standards for Juvenile Detention in the placement of Detainees (TITLE 83, Nebraska Rules and Regulations) with the Local Agency.
- 3.2.8. DHHS shall provide with each payment to the Local Agency, a list of the Detainees for whom payment is being made, the service dates for which payment is being made, and the corresponding invoice number(s).

- 3.2.9. DHHS shall pay for the first day of a Detainee's detention but not for the last day of detention.
- 3.2.10. Continue to participate in the Expediting Committee.
- 3.2.11. DHHS reserves the right to remove a Detainee from Lancaster County Youth Services Center immediately when such removal is determined by DHHS to be in the best interest of the Detainee. Reasons for removal include, but are not limited to: Alleged child abuse or neglect, court discharge, significant destruction of the detention facility, or when Lancaster County Youth Services Center is unable to meet the medical or psychological needs of the Detainee
- 3.3. *Best Efforts*. The parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure of one party to perform its responsibilities shall not relieve the other party of its responsibilities.

4. INDEPENDENT AGENCIES

- 4.1. DHHS and the Local Agency are independent agencies within the State of Nebraska. This Agreement shall not create an employer-employee relationship between the Parties or between any of the employees of one party with the other party. The Agreement does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq.

5. WRITTEN AGREEMENT

- 5.1. *Amendment*. This Agreement may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- 5.2. *Integration*. This written Agreement constitutes the entire agreement between the Parties, and any prior or contemporaneous representations, promises, or statements by the Parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Agreement.
- 5.3. *Severability*. Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.
- 5.4. *Survival*. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

6. COMPLIANCE WITH LAW

- 6.1. If required by the Interlocal Cooperation Act, the Local Agency shall ensure that this Agreement is properly filed with the Nebraska Auditor of Public Accounts by the applicable deadline, in accordance with Neb. Rev. Stat. § 13-513.
- 6.2. *Civil Rights and Equal Opportunity Employment*. The Parties shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 6.3. The Parties shall comply with all other applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.
- 6.4. *Prison Rape Elimination Act*. The Local Agency shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 et seq), as applicable, and with all applicable PREA Juvenile Facility Standards to prevent, detect, monitor, investigate, and eradicate any form of sexual abuse or sexual harassment, if such standards are approved by the State of Nebraska for implementation.
- 6.5. The Local Agency will comply with all applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Title 83 of the Nebraska Administrative Rules and Regulations for Nebraska Detention Facilities ("Nebraska Minimum Jail Standards for Juvenile Detention") and as applicable, the Health Insurance Portability and Accountability Act. (HIPAA).
- 6.6. The Local Agency will prohibit smoking within Lancaster County Youth Services Center as required by 20 U.S.C. § 6081, also known as the Pro-Children Act of 1994.

7. LIABILITY

- 7.1. Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors, or assigns or by third persons shall be determined according to applicable law.
- 7.2. Nothing in this Agreement shall relieve either party of any obligation or responsibility imposed upon it by law.

8. RECORDS

- 8.1. The Parties agree to provide reasonable access to each other’s records and personnel, as necessary, to ensure compliance with any funding requirements, or to provide records for any federal or state oversight authority.
- 8.2. The Parties shall maintain all records related to this Agreement as consistent with any applicable record retention schedules, or any other retention requirement mandated by law.

9. NO THIRD PARTY BENEFICIARY RIGHTS

- 9.1. No entity not a party to this Agreement is an intended beneficiary of this Agreement, and no entity not a party to this Agreement shall have any right to enforce any term of this Agreement.

10. NOTICES

- 10.1. Notices shall be in writing and shall be effective upon mailing. All written notices shall be sent to the following addresses:

FOR DHHS:

Trevor Spiegel
 Nebraska Department of Health and
 Human Services – YRTC-Kearney
 2802 30th Ave.
 Kearney, NE 68845

FOR LOCAL AGENCY:

Michelle Schindler
 Lancaster County Youth Services
 1200 Radcliff Street
 Lincoln, NE 68046
 402-441-7093
 mschindler@lancaster.ne.gov

- 10.2. Either party may change the individual to be notified under this section via letter sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the Parties have duly executed this Agreement hereto, and that the individual signing below has authority to legally bind the party to this Agreement, and, if applicable, that this Agreement has been authorized by the Party’s governing body.

FOR DHHS:

FOR LOCAL AGENCY:

Mark LaBouchardiere
 DHHS Director of Facilities
 Department of Health and Human Services

Jennifer Brinkman
 Chair
 Lancaster County Board of Commissioners

DATE: _____

DATE: _____