

## DETENTION SERVICES CONTRACT

This Contract is made and entered into by and between the Administrative Office of Probation (hereinafter referred to as "Probation ") and the County of Lancaster, Nebraska, on behalf of the Lancaster County Youth Services Center (hereinafter referred to as "Detention Center"). Individually, Probation and Detention Center may be referred to as a "Party", and collectively they may be referred to as "Parties."

**PURPOSE.** The purpose of this Contract is for the provision of detention services in a juvenile detention facility, as defined by Neb Rev. Stat. § 83-4,125, for certain juveniles who are post-adjudicated for purposes of Neb. Rev. Stat. § 43-290.01 or who are under the supervision of the Office of Juvenile Probation described in Neb. Stat. § 43-290.01 who are under the supervision of the Office of Juvenile Probation District 3J (hereinafter "Juvenile(s)").

**Comment [SE1]:** End sentence after 290.01 as the insertion language is not correct.....can be after adjudication or when placed on probation. Additionally, this is not specific to District 3J

### A. TERM AND TERMINATION

- 1. TERM.** This The Initial Term of this Contract is effective from shall run from \_\_\_\_\_, April 1, 2017, 2014 20 through June 30, 2015 20217, unless the Contract has been terminated as provided for in this Contract. At the conclusion of the Initial Term, this Contract shall automatically renew for an Automatic Renewal Term for the period from July 1, 2017, through June 30, 2018, unless the Contract has been terminated as provided for in this Contract. At the conclusion of the Automatic Renewal Term and any Renewal Term, unless the Contract has been terminated as provided for in this Contract, this Contract may be renewed for a one-year Renewal Term upon the written agreement of both Parties.
- 2. TERMINATION.** Except as otherwise provided by Article D Sections 4 and 10 herein, this Contract may be terminated by either Party by giving to the other Party written notice of its intention to terminate at least sixty (60) days prior to the effective date of termination.

**Comment [DAD2]:** Alternatively, we may be able to encompass all the intended "Juveniles" by referencing 42-290.01(1)(b)(i) and (ii) if you feel that would be clearer.

### B. PAYMENT

- 1. TOTAL PAYMENT.** During the Initial Term, the Automatic Renewal Term, or any Renewal Term, Probation shall pay Detention Center a total amount not to exceed \$3,500,000 (three million five hundred thousand dollars) for the services specified herein.
- 2. PAYMENT STRUCTURE.**
  - a. Pursuant to Neb. Rev. Stat. § 43-290.01 and for the purposes of this Contract, Probation shall pay the detention costs accrued by Juvenile (s), as required by such statutory section.
  - b. Except as otherwise provided herein, in consideration of the Detention Center's providing the Services described herein, Probation shall pay detention costs to Detention Center in the sum of \$276.00 per Juvenile for each day, or a fraction thereof, depending on the number of hours per day that such Juvenile is in the custody of Detention Center.
    - i. For the purpose of this paragraph, a "day" shall be measured in four 6-hour increments and billed as follows: \$69.00 (25% of \$276.00) for the first 6 hours; \$138.00 (50% of \$276.00) for more than 6 hours but no more than 12

hours; \$207.00 (75% of \$276.00) for more than 12 hours but no more than 18 hours, and \$276.00 (100%) for more than 18 hours.

- ii. When a youth is committed to YRTC Kearney or Geneva, the Department of Health and Human Services is statutorily responsible for payment beginning the day of commitment. Therefore, Probation will reimburse through 11:59 p.m. the day prior to commitment.
- c. Payment of costs of medical expenses of juveniles under the Nebraska Juvenile Code shall be as provided in Neb. Rev. Stat. § 43-290. Probation shall not be billed for the cost of medical care for Juvenile(s).
- d. Probation shall not be billed for the detention cost for juveniles detained on adult charges.
- e. Detention Center shall submit itemized billing statements regarding Juvenile(s) to Probation each calendar month by the 30th day of the subsequent month. The Parties agree that in the event the 30th falls on a holiday or a weekend, the billing statement will be submitted on the following business day.
  - i. The billing statement shall reflect all charges for Juvenile(s) at any time during the prior month and will include:
    - a) any outstanding balance due
    - b) name and date of birth of each Juvenile held
    - c) name of person authorizing detention
    - d) dates and times of admittance and discharge, if applicable
    - e) length of stay
    - f) the per diem charges for each Juvenile
    - g) copy of the detention order/court order for each Juvenile held
  - ii. In no event shall billing related to a Juvenile be held until the Juvenile is discharged
- f. Within 30 45 business days of receiving a billing statement from Detention Center, Probation shall pay the bill in full or shall supply Detention Center with written notice of any dispute of charges and/or request any reports necessary to process the claim(s). Dispute of charges notifications shall include the Invoice Number, Juvenile name, and service dates and description of why charges are disputed.
- g. Each Party shall designate a contact person to handle billing questions and disputes. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other party's designee listed in the Notices section of this Contract.

PROBATION

Ralene Cheng  
Financial Officer  
Administrative Office of Probation  
521 S. 14th  
Lincoln, NE 68508  
402-471-2751  
[ralene.cheng@nebraska.gov](mailto:ralene.cheng@nebraska.gov)

DETENTION CENTER

Melissa Hood  
Administrative Services Officer  
Lancaster County Youth Services Center  
1200 Radcliff  
Lincoln, NE 68512  
402-441-8659  
[mHood@lancaster.ne.gov](mailto:mHood@lancaster.ne.gov)

### C. SCOPE OF SERVICES

#### 1. DETENTION CENTER SHALL:

- a. Assume the safekeeping, care, and sustenance of Juvenile(s). Said safekeeping, care, and sustenance shall include services, procedures, and operations required by the Juvenile Detention Standards, Title 83 Nebraska Administrative Code ([“Juvenile Detention Standards”](#)).
- b. Ensure that the safety and special needs of Juvenile(s) in its care are met by complying with the Nebraska Juvenile Detention Standards (see [http://www.ncc.ne.gov/documents/jail\\_standards.htm](http://www.ncc.ne.gov/documents/jail_standards.htm)). Detention Center will notify Probation within three (3) days if found out of compliance with such Standards.
- c. Notify Probation in the event Detention Center determines, based upon Detention Center’s assessment and classification, that appropriate placement of Juvenile(s) within Detention Center conflicts with the [a court order or Probation intake authority](#).
- d. Accept and serve Juvenile(s) so long as the Detention Center remains in compliance with the Nebraska Juvenile Detention Facility Standards and the Federal Juvenile Justice and Delinquency Prevention Act.
- e. Verify the authority for detention by securing a copy of a detention order from Probation or the Court prior to admittance of the Juvenile(s).
- f. Accept Juvenile(s) that are physically and mentally fit for confinement. [However, Detention Center may decline to accept Juveniles to the extent Detention Center determines that it cannot accept Juveniles due to capacity levels or staffing levels. Detention Center may notify Probation when Detention Center determines that capacity levels or staffing levels may lead to Detention Center’s declining to accept Juveniles. After notification, Probation in its discretion may remove from the Detention Center a currently-housed Juvenile to facilitate the acceptance of a Juvenile awaiting acceptance.](#)
- g. Except in an emergency situation, not permanently remove or release Juvenile(s) without proper authorization from Probation or the Court.
- h. Adhere to Juvenile Interstate Compact Rules as required by Neb. Rev. Stat. § 43-1011.
- i. Grant Probation reasonable access to its facility for purposes of inspection and inquiry pertinent to its general operation or to contact Juvenile(s).
- j. Provide, upon reasonable request, a copy of all pertinent policies and procedures relating to resident and visitor rules.
- k. Notify Juvenile’s Probation Officer [the following individuals by email by email the Chief Probation Officer of the District that authorized admission](#) of any incidents of bodily injury resulting in medical attention, new law violations, escape, major rule violations, and behavioral risks at intake:.. [Email addresses for all Chief Probation Officers are located at <https://supremecourt.nebraska.gov/probation/offices>.](#)

- i. [Lori Griggs \(lori.griggs@nebraska.gov\)](mailto:lori.griggs@nebraska.gov);
- ii. [Bev Hoagland \(bev.hoagland@nebraska.gov\)](mailto:bev.hoagland@nebraska.gov); and
- iii. [Mindy Vogel \(mindy.vogel@nebraska.gov\)](mailto:mindy.vogel@nebraska.gov).

Probation may change these recipients by providing ten (10) business days' notice in writing to the other Party's designee listed in the Notices section of this Contract. Detention Center may also shall provide the individuals listed above Chief Probation Officers ofr his/her designee(s) with limited access to the Lincoln-Lancaster County Criminal Justice Information System to view information related to Juveniles' minor rule violations.

- 1. The Detention Center shall Provide transportation for Juveniles while in detention:
  - a. to and from courts of competent jurisdiction in Lancaster County, Nebraska;
  - b. and for medical- related purposes as required by the Juvenile Detention Standards.

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2. PROBATION SHALL:

- a. Pay for detention costs for Juvenile(s) as required by Neb. Rev. Stat. § 43-290.01 and as provided herein.
- b. Provide all transportation for Juvenile(s) while in detention, except for transportation provided by Detention Center pursuant to Section C.1.1 of this Contract to and from courts of competent jurisdiction in Lancaster County, Nebraska and medical- related transportation needs as outlined in the Juvenile Detention Standards.
- c. Communicate with Detention Center staff and each Juvenile while in detention. Communication shall include sharing information prior to admission and while in detention about each Juvenile, including relevant health, parent or legal guardian, background facts and on-going case information, and to plan with Detention Center regarding the services to be developed and provided to each Juvenile.
- d. Provide Detention Center with a copy of the detention order which shall include the law violation(s) that resulted in the Juvenile being placed in detention. Probation also shall provide any other court orders, detention authorizations, or book-in forms as requested by Detention Center.
- e. Assist Detention Center in obtaining the insurance information of the Juvenile and any medications and doctors' orders at the time of placement when possible.
- f. Provide written notice of plans to remove Juvenile from Detention Center.
  - i. Upon becoming aware of a court order to return a jJuvenile to the community, Probation shall place a Juvenile under the supervision of Probation in the community, and Probation shall immediately remove such Juvenile(s) ordered under the supervision of Probation 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 to remain in detention pending placement.
- g. Comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Title 83 of the Nebraska Administrative Code (Nebraska Minimum

**Comment [DAD3]:** The way this language previously was drafted, although it fell under the Duties of Probation header, it was unclear who was "becoming aware" and who was doing the removal. The intent of rewriting this section was to clarify that Probation would become aware of the court order and would remove the Juvenile from detention. Our revisions reordered the pre-existing wording—that was our only intention.

**Comment [SE4]:** Can you please clarify the intent of this language modification request – provide an example.

Jail Standards for Juvenile Detention), and the Health Insurance Portability and Accountability Act (HIPAA).

- h. Prior to the admittance of Juvenile(s), provide Detention Center with a list of persons authorized to request placement and transportation. Such list shall include, for each individual, his or her position, employer, business address and telephone number.

#### D. GENERAL PROVISIONS

1. ACCESS TO RECORDS. Detention Center agrees to maintain necessary records regarding all transactions for which funds received from this Contract have been expended and shall allow reasonable access to such records by representatives of Probation up to three (3) years after the termination date of this Contract.
2. AMENDMENT. This Contract may be modified only by written amendment, executed by both Parties. No alteration or variation of the terms and conditions of this Contract shall be valid unless made in writing and signed by the Parties.
3. ASSIGNMENT. Detention Center may not assign this Contract or any rights, interest, or obligations hereunder, by operation of law or otherwise without prior written consent of the Probation.
4. BREACH OF CONTRACT. Either Party may terminate this Contract, in whole or in part, if the other Party fails to perform its obligations under this Contract in a timely and proper manner. Either Party may, by providing written notice of default to the other Party, allow the Other Party to cure a failure or breach of contract within a period of thirty (30) days or longer, at the non-breaching Party's discretion. Allowing the other Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. In the event of default, Probation may, at its discretion, contract for any service(s) required to complete this Contract and hold Detention Center liable for any excess cost caused by Detention Center's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
5. CONFIDENTIALITY. Any and all information gathered in the performance of this Contract, either independently or through Probation, shall be held in the strictest confidence and shall be released to no one other than Probation without the prior written authorization of Probation. This provision shall survive termination of this Contract.
6. DATA/INFORMATION OWNERSHIP. All data/information gathered/ collected by Detention Center regarding a juvenile, at the request of Probation under this Contract, shall be the property of Probation. The Detention Center shall be allowed to retain copies of all data collected which data is necessary to maintain compliance with applicable state and federal laws.
7. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments/appendices which set forth standards, procedures, pricing, and/or information regarding services to be delivered to be

**Comment [SE5]:** The intent is for information that is gathered or collected regarding the juvenile as a result of providing services for Probation. See modification – hopefully this provides clarification.

**Comment [DAD6]:** Could you please explain the intent of this section (i.e., what data is this intended to cover)?

Maybe it would help if Probation could provide a list of precisely what records are at issue here (or cite to a statute concerning such records)?

followed by Detention Center 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.

8. DRUG-FREE WORKPLACE. Detention Center agrees to operate a drug-free workplace in accordance with the Drug-Free Workplace Policy of the Nebraska Supreme Court.
9. FORCE MAJEURE. Neither Party shall be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
10. FUNDING AVAILABILITY. Probation may terminate the Contract, in whole or in part, in the event funding is no longer available the Legislature does not appropriate funding for some or all of the services under this Contract. Should funds not be appropriated, Probation may terminate the Contract with respect to those payments for which such funds are not appropriated. Notwithstanding termination by Probation, Detention Center shall be entitled to payment pursuant to the terms of this Agreement for any work performed pursuant to the terms of this Agreement that has been satisfactorily completed as of the termination date. Probation shall give Detention Center written notice thirty (30) days prior to the effective date of any termination. Detention Center shall be entitled to payment pursuant to the terms of this Agreement for any authorized work which has been satisfactorily completed as of the termination date. In no event shall Detention Center be paid for a loss of anticipated profit.
11. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws rules. Detention Center shall comply with all Nebraska statutory and regulatory law.
12. INDEMNIFICATION. Detention Center shall defend, indemnify, hold, and save harmless Probation and its employees, agents, volunteers and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against Probation, arising out of, resulting from, or attributable to the (a) negligent or intentional act or omission of Detention Center or its directors, officers, employees, agents, or contractors, (b) failure of Detention Center to perform any of its obligations under this Contract, and (c) any act or omission of Detention Center in connection with the services provided under this Contract.
13. INSURANCE. Detention Center shall maintain general and professional liability insurance coverage for themselves and their respective physicians, practitioners, employees and other professionals in connection with obligations under this Contract. Such coverage shall be in effect at all times during the term of this Contract, in amounts no less than \$1,000,000 per occurrence, \$3,000,000 aggregate, per policy year. The general and professional liability insurance provided hereunder shall meet the requirements of Nebraska law. Detention Center agrees to provide Probation, upon its request, any certificates of insurance showing satisfaction of these requirements.

**Comment [SE7]:** Should the legislature choose not to fund us, it would not impact services already provided – especially with a required 30 day notice. The last two sentences are there to provide assurance to the County that if funding is pulled in the future, it won't affect payment for services already rendered as well as providing notice that Probation won't pay for any loss of profit should the contract be terminated early

**Comment [DAD8]:** Based on our discussions I have amended the language.

14. **INTEGRATION.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the Parties, written or oral.
15. **RELATIONSHIP.** Neither Party nor any of its employees shall be deemed employees of the other Party. Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
16. **WORK ELIGIBILITY STATUS.** Detention Center agrees to comply with all local, State and Federal laws, regulations and rules related to employment and disabilities. Detention Center also agrees that similar compliance shall be required for all sub-contracts allowed under this Contract. Further, Detention Center agrees and shall use a federal immigration verification system, as defined by Neb. Rev. Stat. § 4-114(1)(a), to determine the work eligibility status of new employees physically performing services with the State of Nebraska, as required by Neb. Rev. Stat. §§ 4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time-to-time.

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:

**PROBATION:**

Suzanne Eggert  
 Contracts & Grants Manager  
 Administrative Office of Probation  
 P.O. Box 98910  
 Lincoln, NE 68509  
 402-471-4981  
[suzanne.eggert@nebraska.gov](mailto:suzanne.eggert@nebraska.gov)

**DETENTION CENTER:**

Sheli Schindler  
 Lancaster County Youth Services Center  
 1200 Radcliff St.  
 Lincoln, NE 68512  
 402-441-7090  
[mschindler@lancaster.ne.gov](mailto:mschindler@lancaster.ne.gov)

**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 signatures.

**ADMINISTRATIVE OFFICE  
 OF PROBATION**

**LANCASTER COUNTY BOARD  
 OF COMMISSIONERS**

\_\_\_\_\_  
 Jeanne K. Brandner  
 Deputy Probation Administrator

\_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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Ellen Fabian Brokofsky  
Probation Administrator

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Date

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