

DETENTION SERVICES CONTRACT

This Contract is made and entered into by and between the Administrative Office of the Courts & AOC (hereinafter referred to as "AOC") and Woodbury County Juvenile Detention Center (hereinafter referred to as "Detention Center"). Individually, AOC 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 AOC (hereinafter "Juvenile(s)").

A. TERM AND TERMINATION

- 1. TERM. This Contract is effective from January 1, 2021 through June 30, 2025.
- 2. TERMINATION. Except as otherwise provided by Article D Sections 4 and 9 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.

B. PAYMENT

- 1. TOTAL PAYMENT. AOC shall pay Detention Center a total amount not to exceed \$775,000 (seven hundred seventy-five 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, AOC shall pay the detention costs accrued by Juvenile(s), as required by such statutory section.
 - b. Except as otherwise provided herein, AOC shall pay detention costs to Detention Center in the sum of \$150.00 per Juvenile for each day, beginning with the first day of Service. Probation shall not be billed for the last day of Service.
 - i. 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, AOC will reimburse through 11:59 p.m. the day prior to commitment.
 - ii. In instances where a youth is in detention prior to being committed to YRTC Kearney or Geneva and following a hearing does not return to the Detention Center, pursuant to Section B.2.b.i., AOC shall pay for the time the youth was at the Detention Center.
 - c. AOC shall not be billed for the cost of medical care for youth. Payment of medical expenses, including medication, incurred by a Nebraska youth shall be the responsibility of the youth's parent(s)/guardian(s).
 - d. AOC 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 AOC 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 45 business days of receiving a billing statement from Detention Center, AOCB 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.

AOCB
Jeanne Brandner
Deputy Administrator
Juvenile Services Division
Administrative Office of the Courts &
Probation
521 S. 14th
Lincoln, NE 68508
402-429-3073
jeanne.brandner@nebraska.gov

DETENTION CENTER
Ryan M. Weber
Director
Woodbury County Juvenile Detention Ctr.
822 Douglas St.
Sioux City, Iowa 51101
712-279-6622
rweber@woodburycountyiowa.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 Iowa Juvenile Detention and Shelter Care Homes Licensing and Approved Standards (see <https://www.legis.iowa.gov/docs/iac/chapter/441.105.pdf>) ("Juvenile Detention Standards").

- b. Ensure that the safety and special needs of Juvenile(s) in its care are met by complying with the Juvenile Detention Standards. Detention Center will notify AOCPP within three (3) days if found out of compliance with such Standards.
- c. Accept and serve Juvenile(s) so long as the Detention Center remains in compliance with the Juvenile Detention Standards and the Federal Juvenile Justice and Delinquency Prevention Act.
- d. Verify the authority for detention by securing the appropriate documentation of authority from AOCPP or the Court prior to admittance of the Juvenile(s).
- e. Accept Juvenile(s) that are physically and mentally fit for confinement. Detention Center shall notify AOCPP within a reasonable timeframe should capacity become a concern. Detention Center shall meet weekly with AOCPP representatives from District 7 for collaboration and information sharing purposes.
- f. Except in an emergency situation, not permanently remove or release Juvenile(s) without proper authorization from AOCPP or the Court.
- g. Adhere to Juvenile Interstate Compact Rules as required by Neb. Rev. Stat. § 43-1011.
- h. Grant AOCPP reasonable access to its facility for purposes of inspection and inquiry pertinent to its general operation or to contact Juvenile(s).
- i. Provide, upon reasonable request, a copy of all pertinent policies and procedures relating to resident and visitor rules.
- j. Notify by email the Chief AOCPP 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 AOCPP Officers are located at <https://supremecourt.nebraska.gov/probation/offices>.

Detention Center shall provide AOCPP with Detention Center information regarding Juvenile's behavior, including rule violations.

- k. In the event of a medical emergency, Detention Center staff shall coordinate emergency transport, ride along, and supervise the Nebraska youth in its custody.

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. 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.

- c. 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. AOCPC also shall provide any other court orders, detention authorizations, or book-in forms as requested by Detention Center.
- d. Assist Detention Center in obtaining the insurance information of the Juvenile and any medications and doctors' orders at the time of placement when possible.
- e. Provide written notice of a Juvenile's release from Detention Center, including instruction regarding into whose care the Juvenile shall be released and the date and time the Juvenile shall be released.
- f. Comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Iowa Title XII Licensing and Approved Standards Chapter 105 for Juvenile Detention and Shelter Care Homes, and the Health Insurance Portability and Accountability Act (HIPAA).
- g. 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 AOCPC 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 AOCPC.
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, AOCPC 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 AOCF, shall be held in the strictest confidence and shall be released to no one other than AOCF without the prior written authorization of AOCF. This provision shall survive termination of this Contract.
6. 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 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.
7. 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.
8. 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.
9. FUNDING AVAILABILITY. AOCF may terminate the Contract, in whole or in part, in the event the Legislature does not appropriate funding for some or all of the services under this Contract. Notwithstanding termination by AOCF, 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. AOCF shall give Detention Center written notice thirty (30) days prior to the effective date of any termination. In no event shall Detention Center be paid for a loss of anticipated profit.
10. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws rules. Detention Center shall comply with all Iowa statutory and regulatory law.
11. INDEMNIFICATION. To the extent permitted by law, Detention Center shall defend, indemnify, hold, and save harmless AOCF 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 AOCF, 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.
12. 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 AOC, upon its request, any certificates of insurance showing satisfaction of these requirements.

13. 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.
14. 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.
15. 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:

AOC:

Suzanne Eggert
Contracts & Grants Manager
Administrative Office of the Courts & Probation
P.O. Box 98910
Lincoln, NE 68509
402-471-4981
suzanne.eggert@nebraska.gov

DETENTION CENTER:

Ryan M. Weber
Director
Woodbury County Juvenile Detention Ctr.
822 Douglas St.
Sioux City, Iowa 51101
712-279-6622
rweber@woodburycountyjowa.gov

[Intentionally Left Blank]

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 THE COURTS & PROBATION**

**WOODBURY COUNTY JUVENILE
DETENTION CENTER**

Jeanne K. Brandner
Jeanne K. Brandner (Jan 26, 2021 08:57 CST)

Jeanne K. Brandner
Deputy Probation Administrator

Jan 26, 2021

Date

Deb Minardi

Deb Minardi
State Probation Administrator

Jan 26, 2021

Date

gk

Ryan M. Weber
Director

1-25-21

Date

Rocky De Witt

Rocky De Witt
Chairman of the Board

Woodbury County Juvenile Detention Center

Final Audit Report


2021-01-26

Created:	2021-01-25
By:	Suzanne Eggert (suzanne.eggert@nebraska.gov)
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 Agreement completed.

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