

#59155-03
50798-04

AB #557856

INTERAGENCY AGREEMENT

Nebraska Department of Education - Office of Special Education
Nebraska Department of Education - Vocational Rehabilitation
and
Nebraska Department of Health and Human Services
Office of Juvenile Services
for

Administration and Operation of the
Youth Rehabilitation and Treatment Centers Transition Liaison Position

LEGAL AUTHORITY: State Statutes: 79-301, 79-305, 79-306, and 79-11,122R.R.S.

I. Administration and Operation of the Program

This Interagency Agreement defines the working relationship between the Nebraska Department of Education (NDE) and the Nebraska Department of Health and Human Services (DHHS) – Office of Juvenile Services (OJS), as it relates to the position and services of a Transition Liaison position for the Youth Rehabilitation and Treatment Centers (YRTC’s). The Nebraska Department of Education and the Nebraska Department of Health and Human Services – Office of Juvenile Services desire to work together to establish and maintain a position for a Transition Liaison who will assist youth at the YRTC’s in their academic advancement and achievement of educational and vocational goals for a successful re-integration into a community-based setting in Douglas, Lancaster, and Sarpy counties upon the youth’s release from the YRTC’s.

The Nebraska Department of Education agrees to provide and administer the YRTC Transition Liaison position and services, as described in this agreement, to youth who are wards of DHHS-OJS and committed to the YRTC’s.

II. Statement of Mutual Benefit and Interests

It mutually benefits and serves the interests of NDE and DHHS-OJS to enter into a working relationship to establish and maintain a position and services for a Transition Liaison. The Transition Liaison will promote communication, coordination and collaboration between the Youth Rehabilitation and Treatment Centers, Special Purpose Schools, DHHS case managers and contracted agents, public schools, community educational programs, and Vocational Rehabilitation Services related to youth with disabilities released from the Youth Rehabilitation and Treatment Centers. In addition to facilitating transition planning prior to a youth’s release, the Transition Liaison will assist the youth with enrollment in school and/or other educational or vocational programs upon return to a community-based setting in Douglas, Lancaster, and Sarpy counties.

III. Funding

The agencies will provide funds specifically for the position and services of a Transition Liaison. The funding amount will be as follows: NDE - Office of Special Education: \$52,250.00, NDE - Vocational Rehabilitation Services - \$22,250.00, and DHHS – OJS: \$12,500.00. See attached budget.

The Nebraska Department of Education will submit an interagency billing transaction document to DHHS-OJS at the end of the agreement term for the identified amount for the Transition Liaison position and services.

IV. Dates of Interagency Agreement

This agreement takes effect from October 1, 2011 until September 30, 2012.

V. Understanding and Agreement

NDE and DHHS-OJS will work cooperatively with the Transition Liaison to facilitate and promote communication, coordination and collaboration related to educational and vocational services for youth released from the YRTC’s. Any inquiries regarding specific programs, policies, procedures, rules, regulations or operational concerns about the Nebraska Department of Education should be addressed by designated staff of that agency. Any inquiries regarding specific programs, policies, procedures, rules, regulations or

operational concerns about the Nebraska Department of Health and Human Services, including the YRTC's, should be addressed by designated staff of that agency.

VI. Resources and Support

NDE and DHHS-OJS will 1) provide direction to the Transition Liaison through the principal contacts designated by the respective agencies; 2) provide information to agency staff working with the Transition Liaison on the purpose and role of that position as well as common points of communication, coordination and collaboration; 3) provide training and information to the Transition Liaison regarding the respective agency's mission, functions, policies, procedures, rules and regulations; 4) provide onsite office space for the Transition Liaison and access to records and information necessary to assist youth transitioning from the YRTC's; and 5) meet at least quarterly to review and evaluate the Transition Liaison position and provided services.

VII. Program

The Transition Liaison will be responsible for:

1. Assisting youth with his/her academic and vocational transition back into the community upon his/her release from the YRTC's (for those youth receiving an "Institutional Discharge" from the YRTC's, the Transition Liaison will provide referral information to the youth for his/her return back into the community);
2. Facilitating transition planning with each youth, his/her assigned case manager, and YRTC personnel prior to release to finalize individual educational and/or vocational program;
3. Providing school support as follows:
 - a) coordinate the transfer of records, coursework, and contact information between the YRTC and the receiving school;
 - b) refer the youth and his/her family to registration personnel of the assigned public school and provide enrollment documents;
 - c) provide contact information on the receiving school to the DHHS case managers and contracted agents; and
 - d) participate in reentry meetings, individual educational planning meetings, and school registration meetings as needed.
4. Providing GED support as follows:
 - a) refer youth to GED program sites within his/her community;
 - b) communicate GED programming information to DHHS case managers and contracted agents;
 - c) coordinate the transfer of records and contact information between the YRTC and the receiving GED site; and
 - d) contact youth and provide support during program transition .
5. Providing post-secondary support as follows:
 - a) submit referrals to Vocational Rehabilitation or other employment search resources;
 - b) educate the youth on the process of obtaining high school transcripts and vital statistic records;
 - c) educate the youth on the process of obtaining financial aid assistance and completing college registration; and
 - d) contact youth and provide support during program transition.

VIII. Confidentiality

Any and all information gathered in the performance of this agreement, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS, unless required by law, without the prior written authorization of DHHS, provided, that contrary agreement provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this agreement.

IX. Drug-Free Workplace

The parties certify that each maintains a drug-free workplace environment to ensure worker safety and workplace integrity.

X. New Employee Work Eligibility Status

The parties shall use a federal immigration verification system to determine the work eligibility status of new

employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee,

If a party is an individual or sole proprietorship, the following applies:

1. The party must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the party indicates on such attestation form that he or she is a qualified alien, the party agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the party's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The parties understand and agree that lawful presence in the United States is required and the party may be disqualified or the agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat § 4-108.

XI. Public Counsel

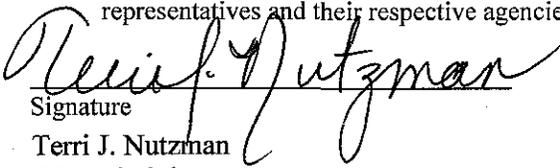
In the event NDE provides health and human services to individuals on behalf of DHHS under the terms of this agreement, NDE shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat §§ 81-8,240 through 81-8,254 with respect to the provision of services under this agreement, subject to the confidentiality requirements of 34 CFR 361.38 and Neb. Rev. Stat. §79-11,129. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Ombudsman Act. This provision shall survive termination of the agreement.

XII. Modification and Termination

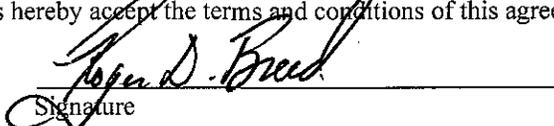
This Interagency Agreement may be modified or amended upon written request of either agency and the subsequent written concurrence of the other. Either agency may terminate this agreement with a sixty (60) day written notice to the other. In the event this agreement is terminated, the commitment of funds for the agreement will be pro-rated on the effective date of the termination.

XIII. Authorized Representatives

The individuals listed below as representatives of the respective agencies are authorized to act in their respective areas in matters related to this Interagency Agreement. By signature below, the authorized representatives and their respective agencies hereby accept the terms and conditions of this agreement.

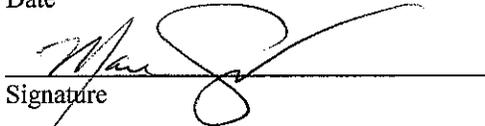


Signature
Terri J. Nutzman
OJS Administrator
Division of Children and Family Services
Department of Health & Human Services



Signature
Roger Breed, Ed.D
Commissioner
Department of Education

1-10-12
Date



Signature
Mark Schultz
Director
Vocational Rehabilitation
Department of Education

12/22/11
Date



Signature
Gary Sherman
Administrator
Office of Special Education
Department of Education

12/27/11
Date

1/4/12
Date

BUDGET PROJECTION													
12/14/11		Mason		TRJJS	12/14/11	Oct 2010 thru Sep 2011			Oct 2011 thru Sep 2012				
FY 2012	TRJJS	VR Senior Service Specialist			Exp thru 9/30/11	13518414 SpEd	13512014 & 2114 VR	TOTAL 2011 Expense	Total Budget	Special Ed	Voc Rehab	HHS	
Health Ins Code		4024			Ratio: \$50/\$20 = 25%/71%	60%	40%		100%	60%	26%	14%	
7/1/12 Incr		2.5%			Total Salary	511000	21,476.21	15,441.97	36,918.18	37,293	22,376	14,917	7,459
Pay Grade		44			Total Fringe	515000	15,192.88	10,884.28	28,077.14	27,098	16,259	10,839	5,420
Jul-11		\$ 3,088.45			EAP	516300		15.00	15.00	15	9	6	3
Oct-11		\$ 3,088.45			WORKERS COMP PREMIUMS		190.57	137.51	328.08	404	242	162	80
Jul-12		\$ 3,185.66			COM EXPENSE - VOICE/DATA	521200	395.13	298.44	693.57	840	504	338	168
SALARY TOTAL	\$ 36,918.18	\$ 37,293.03			DATA PROCESSING EXPENSE	521400	190.51		190.51	200	120	80	40
RETIRE	\$ 2,764	\$ 2,793		0.07488 @ 7.488% x sal	CONFERENCE REGISTRATION	522200		1,007.00	1,007.00	-	-	-	-
FICA	\$ 1,911	\$ 2,853		0.0785 @ 7.85% x SAL	RENT EXPENSE-BUILDINGS	524600	7,003.40	730.34	7,733.74	8,404	5,043	3,361	1,682
LIFE INS	\$ 12	\$ 23		22.8 @ \$22.80/FTE	Misc Supplies Exp	534900		13.50	13.50	25	15	10	5
HEALTH INS	\$ 21,389	\$ 21,429		(from table)	Vehicle & Equip Sup Exp	538100		46.47	46.47	-	-	-	-
WK COMP	\$ 328	\$ 404		0.010827 @ 1.0827% x SAL	BOARD & LODGING	571100		72.95	72.95	100	60	40	20
EAP	\$ 15	\$ 15		15 @ \$15/FTE	STATE-OWNED TRANSPORTAION	573100	1,748.64	3,126.54	4,875.18	5,500	3,300	2,200	1,100
TOTAL FRINGE	\$ 26,420	\$ 27,517			Sub-Total Direct Cost		48,197.32	31,774.00	77,971.32	79,879	47,928	31,951	15,977
SOS TEMP SVS					Indirect Cost	539100	2,178.07		2,178.07	2,492	2,492		
PER SVS TOTAL	\$ 83,338	\$ 64,810			TOTAL		48,375.39	31,774.00	80,149.39	82,371	50,420	31,951	15,977
PERSON YEARS	1.00	1.00								87,000	52,250	22,250	12,500
Salary	\$ 36,918	\$ 37,293											
Fringe	\$ 26,420	\$ 27,517											

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