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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 annual funding amount will be as follows: NDE - Office of Special Education: \$14,169.00, NDE - Vocational Rehabilitation Services - \$15,053.00, and DHHS – OJS: \$15,053.00. See attached annual 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 January 1, 2013 or date signed by all parties, whichever is later, until September 30, 2013.

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.

NDE and DHHS-OJS will develop a results based accountability process for the YRTC Transition Liaison program as follows: 1) negotiate performance measures for program outcomes; 2) develop and adopt improvement strategies for services performed and outlined in this agreement; 3) simplify and make efficient the performance reporting requirements; 4) develop a schedule for desk audit/field audit over the agreement year; and 5) develop regular feedback between both agencies on how to collaboratively improve the program and overall system.

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.

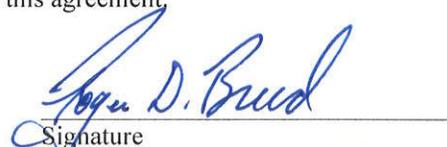


Signature

Nathan S. Busch
Policy Section Chief
Division of Children and Family Services
Department of Health and Human Services

Feb 28, 2013

Date

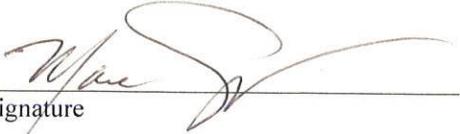


Signature

Roger Breed, Ed.D.
Commissioner
Department of Education

Feb. 25, 2013

Date



Signature

Mark Schultz
Director
Vocational Rehabilitation
Department of Education

2/15/13
Date



Signature

Gary Sherman
Administrator
Office of Special Education
Department of Education

2/13/13
Date

BUDGET PROJECTION

	12/03/12	13512024JE	13512021	13518424	2012 Expense	TOTAL	2013
TRJUS							
Total Salary	\$11,000	9,355.98		12,960.10	22,316.08		48,218
Total Fringe	\$15,000	6,349.93		8,978.94	15,328.87		24,123
EAP	\$16,500	1,593.92		110.91	1,704.83		15
WORKERS COMP PREMIUMS	\$21,100	241.35		491.59	996.05		522
POSTAGE EXPENSE	\$21,200	241.35		353.11			1,992
COM EXPENSE - VOICE/DATA	\$21,300						
COM EXPENSE - VOICE/DATA	\$21,400						
FREIGHT EXPENSE	\$21,500						
DATA PROCESSING EXPENSE	\$21,600	9.24		20.04	32.35		123
PUBLICATION & PRINT EXP	\$21,700	7.42		32.13	39.55		107
ONES & SUBSCRIPTION EXP	\$21,800						
CONFERENCE REGISTRATION	\$21,900						
CONFERENCE REGISTRATION	\$22,000						
REAT EXPENSE-BUILDINGS	\$22,100						
REAT EXPENSE-BUILDINGS	\$22,200	318.24		155.12	473.36		2,100
REAT EXPENSE-BUILDINGS	\$22,300						
REAT EXPENSE-BUILDINGS	\$22,400						
REAT EXPENSE-BUILDINGS	\$22,500						
OFFICE SUPPLIES EXPENSE	\$31,100						
NON-CAPITALIZED EQUIP PU	\$32,100						
Ed & Rec Supplies	\$33,600						
Non-Cap Computer Equip	\$32,101						
MISCELLANEOUS SUPP EXP	\$34,900						
Conference Meals	\$34,901						
INDIRECT COST ALLOWANCE	\$39,100			1,215.72	1,215.72		7,311
LEGAL SERVICES EXPENSE	\$41,500						
LEGAL RELATED EXPENSE	\$41,700						
SOS TEMP SERV - PERSONNEL	\$42,100						
PT CONSULTING-APPLICATION	\$43,100						
INTERPRETER SERVICES	\$47,300						
OTHER CONTRACTUAL SERVICE	\$54,900						
DATA PROC SOFTWARE	\$55,100						
SOFTWARE - NEW PURCHASES	\$55,200						
SOFTWARE - NEW PURCHASES	\$59,100						
OTHER OPERATING EXP	\$71,100						
MEALS-NOT TRAVEL STATUS	\$71,600						
MEALS-ONE DAY TRAVEL	\$71,800						
COMMERCIAL TRANSPORTATION	\$72,100						
STATE-OWNED TRANSPORTATION	\$73,100	387.94		496.00	1,134.24		4,036
PERSONAL VEHICLE MILEAGE	\$74,500						
CONTRACTUAL SERV - TRAVEL	\$74,600						
MISC TRAVEL EXPENSE	\$75,100						
FURNITURE AND OFFICE EQUIPMENT	\$83,000						
COMPUTER HARDWARE EQUIP	\$83,300						
COMPUTER HARDWARE EQUIP	\$83,600						
MISCELLANEOUS ADJUSTMENTS	\$85,100						
TOTAL	18,078.02	1,024.27	24,874.98	49,977.27	88,547.00		88,547.00
Total Non-PS	978.13	1,024.27	2,825.03	4,827.43	15,669.00		15,669.00

