

**INTERAGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES  
AND  
ADMINISTRATIVE OFFICE OF PROBATION**

**AMENDMENT ONE, APRIL 2011**

This amendment is entered into by and between the **Department of Health and Human Services, Division of Children and Family Services ("CFS")** and the **Administrative Office of Probation ("AOP")**.

The Interagency Agreement between parties dated January 5, 2009, is hereby amended as follows:

Article III. REPORTING/DELIVERABLES/PAYMENT, Section 7 is amended to read:

7. The starting amount of funding for this pilot project is not to exceed \$3,500,000 (three million five hundred thousand dollars), this includes up to 15% to be used for administrative costs not to exceed \$525,000 (five hundred twenty five thousand dollars). The projected number of youth to be served on average is 350 per month with an estimated number of 600 served during the term of this agreement. These numbers can be adjusted based on best practice and experience after the pilot has been implemented for a period of time and more operational information becomes available. CFS and AOP administration will review expenditures and financial matters each quarter to ensure enough funding is present to adequately pay for services during the agreed period of time, with CFS retaining final authority for CFS funds.

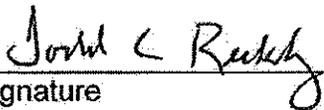
CFS acknowledges that should the Project not be continued past June 30, 2011, there may be services rendered to pilot project youth that were within the agreement timeframe, but providers have not yet submitted them for payment. Payment for these services will be the responsibility of CFS.

All other terms and conditions remain in full force and effect

IN WITNESS THEROF, the parties have duly executed this agreement hereto, and each party acknowledges the receipt of a duly executed copy of this letter of agreement with original signatures.

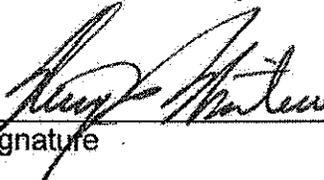
FOR DHHS:

FOR AOP:

  
Signature

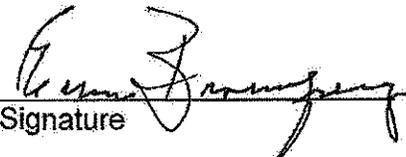
Todd L. Reckling, Director  
Division of Children and Family Services  
Department of Health and Human Services

DATE: April 8, 2011

  
Signature

Kerry T. Winterer  
Chief Executive Officer  
Department of Health and Human Services

DATE: 5/11/2011

  
Signature

Ellen Brokofsky, Administrator  
Administrative Office of  
Probation

DATE: April 7, 2011

**INTERAGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
DIVISION OF CHILDREN AND FAMILY SERVICES  
AND  
ADMINISTRATIVE OFFICE OF PROBATION**

This interagency agreement is entered into by and between the **Department of Health and Human Services, Division of Children and Family Services** ("CFS") and the **Administrative Office of Probation** ("AOP").

**I. PURPOSE**

CFS and AOP share a common belief that youth involved in the juvenile justice system need a seamless and coordinated system that works to assist the youth to stop offending, rehabilitate and have his/her needs met in the least intrusive, least restrictive manner while maintaining the safety of the youth and the community. At the present time, there is duplication of effort that exists between CFS and AOP in serving some status offense and delinquent juveniles in the juvenile justice system. CFS and AOP believe that by having a strong partnership between the two entities, youth can better be served and have their needs met while at the same time there can be a reduction or elimination of duplication of effort between the entities thus freeing up resources in both entities.

CFS and AOP enter into this agreement to initiate a pilot program whereby the two entities implement a new strategy of serving youth in the Separate Juvenile Court of Douglas County as a starting point, with the potential to move to other identified Courts in Nebraska. Both CFS and AOP are aware that it is critical to have the buy-in and support of the other system partners such as the judges, county attorneys, public defenders, CASA, FCRB, and other juvenile advocates in order for this pilot to be successful. Upon agreement by the two entities on the development, implementation, monitoring and evaluation of this pilot project, the entities will partner together and present the pilot to the other system stakeholders in an effort to gain their support. CFS and AOP will jointly approach the identified entities and have a plan for continued communication with all entities.

**II. SCOPE**

A. CFS and AOP will participate in a pilot program ("CFS/AOP Pilot") that will consist of the following two phases:

1. Phase I: CFS/AOP Pilot will target those youth adjudicated with a delinquent and/or status offense violation that have been court ordered to have both CFS and AOP staff involved in the case. Phase I will target youth that at the present time have been court ordered into the care and custody of CFS as state wards and also have a court order to be supervised

by AOP. Once CFS and AOP have identified an appropriate youth for the pilot and have developed his/her Individualized Care and Supervision Plan ("ICSP") and budget, the entities will jointly seek an order of the court to have the youth's state ward status terminated and have AOP identified as the sole agency responsible for the supervision and coordination of any service provision delivery. AOP will be able to access services identified as necessary for the youth as described in the ICSP, and then obtain reimbursement from CFS pursuant to this agreement.

2. Phase II: The CFS/AOP Pilot will identify a population of youth that would otherwise be made state wards if it were not for the opportunity for the youth to participate in this pilot program. The CFS/AOP Pilot must demonstrate it is merely serving youth that would otherwise have been made state wards, except for the opportunity to receive services pursuant to the Pilot. Phase II is designed to act as a method for prevention of a youth from having to penetrate further into the system in order to have his/her needs met.

**For Phases I and II, the AOP will:**

- utilize CFS out of home approved service providers in accordance with CFS policies, procedures, and reimbursement schedule.
- utilize other appropriate targeted community based treatment and non-treatment services needed for each juvenile in accordance with CFS policies and procedures utilizing the AOP fee for service voucher program.
- provide services to cover the AOP administrative expenses associated with the manual processing of referrals, requests for services, service provider payments, or reimbursements.

**B. CFS and AOP will develop a joint workgroup comprised of CFS and AOP staff that will:**

1. Be charged with completing the following tasks before youth can be accepted into the Pilot:
  - a. Determining eligibility criteria for youth participation in the Pilot for Phase I and Phase II;
  - b. Determining the process and then using the process in the development of the Individualized Care and Supervision Plan (ICSP) and the supporting budget for each identified youth;
  - c. Determining a process for conflict resolution;
  - d. Creating a plan to communicate and educate other stakeholders about the Pilot;
  - e. Developing a reporting form for AOP to seek reimbursement for services provided pursuant to the Pilot; and
  - f. Determining the criteria for evaluating the success of the pilot in terms of effectiveness in helping youth meet required changes and outcomes, cost/benefit ratio analysis for the two entities, and overall fiscal impact (savings, cost neutral, cost increase) to human resources and/or financial resources and whether or not there is elimination of duplicative efforts and resources for the entities. Information about the success of the pilot will be obtained from internal and

external sources (i.e. judges, county attorneys, attorneys, FCRB, parents, youth, or other) persons involved in and/or knowledgeable about juvenile justice outcomes.

2. Meet at least quarterly to evaluate the success of the Pilot.

C. In recognition of the different statutory authority and spending authority/authorization of the two entities, both entities acknowledge there are some parameters for this pilot program. The entities will work collaboratively to find creative ways to best serve youth within the parameters of the law and funding authority, understanding that:

1. This pilot cannot increase use of resources and has to be budget neutral; resources can appropriately be shifted and used differently, but there are no additional dollars for the Pilot;
2. Youth and families must have at least the same, if not better achievement of outcomes through the Pilot than experienced now;
3. The courts and other mandatory entities to a case must agree to allow the pilot to be implemented and assist in evaluating its success/lack of improvement; and
4. Both entities concede that youth with abuse and neglect issues are best served by CFS and should not be a part of this pilot program.

### **III. REPORTING/DELIVERABLES/PAYMENT**

1. AOP will provide CFS quarterly reports of all performance measures due March 15, June 15, September 15, and December 15.
2. AOP will provide an annual summary report of all performance measures no later than 45 days following the end of first four quarters, after the pilot has been completed.
3. The payment schedule for the project is effective January 1, 2009 to June 30, 2011. Invoices will be submitted quarterly by AOP on specific dates as noted above in 1.
4. For both Phase I and Phase II youth, CFS will reimburse AOP for services it provides to the youth as agreed upon in each youth's ICSP. Cost per individual youth for any and all reimbursement from CFS is not to exceed (\$10,000) unless otherwise approved by the workgroup.
5. For youth in Phase I and Phase II, CFS will reimburse AOP for administrative costs not to exceed 15% of total pilot allotted funds. If at any time during the pilot a youth is made a state ward after they have entered the pilot program, then that youth will no longer be eligible for the pilot and CFS will prorate any administrative costs up to the date the youth is made a state ward.

6. Performance Measures- AOP must meet all performance measures listed below and will provide outcomes on the following data in the quarterly and annual reports.

Current DHHS Mandated Federal Performance Measures: (*Federal regulation at 45 CFR 1355.31-37* set forth the requirements for the federal child and family service reviews, including the establishment of national standards for certain statewide data indicators that will be used, in part, to determine a State's substantial conformity under titles IV-B and IV-E of the Social Security Act. & *Federal Register 65 FR 4024-4025* provides information on how ACF calculated the national standards associated with each of the six data measures).

DHHS baseline data as of October 2008 (11/01/07 to 10/31/08) to be used as comparison "baseline" data only:

- A. 99.68% of youth in out-of-home care will not experience substantiated abuse or neglect from a foster parent or employee at a facility during a 12-month period.  
State- 99.68% Douglas County- 99.04%
- B. 75.2% of youth placed in out-of-home care will be reunified within 12-months.  
State- 63.67% Douglas County- 56.9%
- C. 9.9% or less of all reunified youth will not re-enter out-of-home-care within 12-months of discharge.  
State- 14.0% Douglas County- 10.9%
- D. 86% of youth in care for less than 12 months will have 2 or fewer foster care placements.  
State- 85.2% Douglas County- 82.7%
- E. 95% attendance rate for those youth participating in an approved education / vocational program.  
State- 86% youth in out-of-home care  
Douglas County- 83% youth in out-of-home care  
State- 76% all youth Douglas County- 72% all youth

Current Probation Performance Measures:

- F. 80% of youth will be arrest free during their Probation program.  
ICCU data- July-Dec 2007- 10% Jan-June 2008- 9%
- G. 85% of delinquent youth will not re-offend within 12 months of discharge
- H. 95% of all youth who commit a technical violation will receive graduated sanctions as appropriate.

I. 90% attendance rate for those youth participating in an approved/authorized treatment program.

J. 75% of youth will complete his/her cognitive programming.

7. The starting amount of funding for this pilot project is \$1,487,500 for services for youth and \$262,500 for administration with a grand total not to exceed \$1,750,000 dollars. The projected number of youth to be served on average per month is 100 with an estimated number of 350-400 served during the term of this agreement. These numbers can be adjusted based on best practice and experience after the pilot has been implemented for a period of time and more operational information becomes available. CFS and AOP administration will review expenditures and financial matters each quarter to ensure enough funding is present to adequately pay for services during the agreed period of time, with CFS retaining final authority for CFS funds.

#### IV. GENERAL PROVISIONS

##### A. ACCESS TO RECORDS AND AUDIT LIABILITY.

1. Except as otherwise provided by law or applicable Supreme Court rule, all AOP books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by CFS. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of both parties. All records shall be maintained in accordance with generally accepted accounting principles.
  
2. The AOP agrees to provide the CFS any and all written communications received by the AOP from an auditor related to AOP's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The AOP agrees to provide the CFS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the CFS at the same time copies are delivered to the AOP, in which case the AOP agrees to verify that the CFS has received a copy.

The AOP agrees to immediately correct any material weakness or condition reported to CFS in the course of an audit and notify the CFS that the corrections have been made.

3. In addition to, and in no way in limitation of any obligation in this agreement, the AOP agrees that it will be liable for audit exceptions, and shall return to the CFS all payments made under this agreement for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the CFS.

B. AMENDMENT. This agreement may be modified only by written amendment, duly executed by both entities. No alteration or variation of the terms and conditions of this agreement shall be valid unless made in writing and signed by the entities hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. ASSIGNMENT. The AOP agrees not to assign or transfer any interest, rights, or duties under this agreement to any person, firm, or corporation without prior written consent of the CFS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.

D. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the CFS cannot guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, the CFS may terminate this agreement or reduce the consideration upon notice in writing to the AOP. CFS shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the AOP may terminate this agreement as of the effective date of the reduction upon the provision of advance written notice to CFS. If funding of the pilot becomes unavailable, or the pilot is discontinued, the juvenile's care and custody will be returned to the CFS upon court order and the CFS will re-assess the youth's needs and provide appropriate care and services as necessary.

E. CONFIDENTIALITY. The AOP agrees that any and all information gathered in the performance of this agreement, either independently or through CFS, shall be held in the strictest confidence and shall be released to no one other than the CFS or the Nebraska Supreme Court without the prior written authorization of CFS, 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.

F. INTEGRATION. This written agreement represents the entire agreement between the AOP and CFS, and any prior or contemporaneous representations, promises, or statements by the AOP and CFS, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this agreement.

G. SEVERABILITY. If any term or condition of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the entities shall be construed and enforced as if this agreement did not contain the particular provision held to be invalid.

## V. TERM AND TERMINATION

A. TERM. This agreement is in effect from January 1, 2009 to June 30, 2011. If this pilot project is shown to be successful as measured by achievement of positive outcomes for youth, families and the two entities, the entities may mutually agree to extend the agreement for an additional 24 month period subject to the availability of funding and agreement by the directors of CFS and AOP.

B. TERMINATION. Either party hereto may terminate this agreement 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 this agreement in accord with the provisions designated "AVAILABILITY OF FUNDING." In the event either party terminates this agreement (unless termination is pursuant to the "AVAILABILITY OF FUNDING" provisions), youth with approved ICSP plans will continue to receive services from AOP that will be funded by CFS pursuant to the terms of this agreement. Additionally, for youth who have been served by AOP prior to termination, CFS will continue to pay administrative costs as described in this agreement as if the agreement had never been terminated until the youth is discharged.

Dated 12/31/08  
Todd A. Landry

Todd A. Landry, Director  
Division of Children and Family Services  
Department of Health and Human Services

Dated 1-5-09  
Ellen Fabian Brokofsky

Ellen Fabian Brokofsky, Administrator  
Administrative Office of Probation