INTERAGENCY AGREEMENT

BETWEEN

THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND

THE NEBRASKA DEPARTMENT OF EDUCATION

This interagency agreement, including any addenda and attachments (collectively, "Agreement") is entered into by and between the Nebraska Department of Health and Human Services (DHHS), and The Nebraska Department of Education ("Agency").

AUTHORITY: This agreement is authorized by Neb. Rev. Stat. § 13-807, which provides in relevant part that "any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which at least one of the public agencies entering into the contract is authorized by law to perform." DHHS - Office of Juvenile Services has the legal authority for the oversight and control of the youth rehabilitation and treatment centers (see Neb. Rev. Stat. § 43-404).

PURPOSE: The purpose of this Agreement is to formalize collaboration between the Department of Health and Human Services and the Nebraska Department of Education and to authorize the Nebraska Department of Education to oversee and administer the schools and education programs provided by the DHHS facility-based schools. This collaboration applies to the schools and education programs operated by the Youth Rehabilitation and Treatment Centers (YRTC) the Hastings Regional Center (HRCDP), the Lincoln Regional Center - Whitehall Campus, and any additional facility- based schools DHHS may operate during the term of this agreement.

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FUNDING: This Agreement involves state funds.

HIPAA: This Contract involves the sharing of or access to Protected Health Information and includes a Business Associate Agreement (Addendum A) for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

1. DURATION

1.1. TERM. This Agreement is in effect from the later of March 1, 2020 or the date this Agreement is signed by the parties, through August 31, 2020.

1.2. TERMINATION. This Agreement may be terminated, in whole or in part, at any time upon mutual written consent, or by either party 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 the Agreement to the extent otherwise provided herein. Upon either termination or expiration of this Agreement, the Parties shall confer as to the disposal of any real or personal property involved in the Agreement, and agree, in writing as to the manner of method of disposal.

2. PAYMENT TERMS AND STRUCTURE

2.1. TOTAL PAYMENT. DHHS shall pay Agency a total amount not to exceed $500000 (Five hundred thousand dollars) for the work performed under this Agreement.

2.2. PAYMENT STRUCTURE. Payment shall be structured as follows.

2.2.1. Upon execution of this agreement, DHHS will advance Agency the first month of expenses to fund initial costs associated with this agreement, per the budget included in Attachment 1;

2.2.2. Agency will submit an invoice after 30 days, and each 30 days thereafter. The first month's expenses will be offset by initial advance to Agency;

2.2.3. DHHS will have 30 days to review each submitted invoice and approve reimbursement of all reasonable costs that are consistent with the budget in Attachment 1.

2.2.4. Costs will be reimbursed to Agency no later than 45 days after receipt of an invoice containing sufficient detail to support payment.

2.3. BUDGET ADJUSTMENTS. Agency will have the discretion to transfer funds between individual cost categories, provided the cumulative result of such transfers during the term of this Contract does not exceed the total cap of his agreement. Any transfers that would cumulatively result in the Agency exceeding this cap must have prior written approval from DHHS

3. RESPONSIBILITIES

3.1. DHHS shall do the following:

3.1.1. Grant Agency the authority in conjunction with the DHHS Chief Executive Officer or designee for the administrative oversight of the DHHS facility-based schools and education programs approved or accredited under the NDE's regulations for such schools and programs.

3.1.2. Provide Agency with full access to the DHHS facility-based Schools, the Schools' staffs, the facilities, academic information, financial information, personnel records, and any other requested information in a timely manner.

3.1.3. Transfer to Agency the day-to-day supervisory responsibility for the DHHS staff identified in programs covered by this agreement. All existing DHHS employees at the schools, and such employees' successors or replacements in the same positions, shall remain employees of DHHS and subject to DHHS employment bargaining agreements, personnel rules and policies & procedures, etc., as applicable. DHHS and Agency will collaborate with each other to address personnel concerns and recommendations for further action.

3.1.4. Perform the following functions after collaboration and consultation with Agency with respect to the DHHS positions in the schools:

3.1.4.1. Make changes in the HR system;

3.1.4.2. Provide Agency with information on performance evaluation completions;

3.1.4.3. Make any necessary changes in employee computer systems and enter data into personnel files regarding disciplinary actions;

3.1.4.4. Provide payroll services; and

3.1.4.5. Work collaboratively with Agency for the recruitment and selection of any DHHS positions in the facility-based schools

3.1.5. Provide access and authorities for budget and contract databases and spending decisions made in collaboration with DHHS.

3.1.6. Provide Agency with information related to the therapeutic and clinical treatment needs of youth attending the facility-based schools, so that such information can be used to determine the individual student's educational needs.

3.2. Agency shall do the following:

3.2.1. Appoint a Director of Schools who will report directly to the Commissioner of Education. The Director will hold the credentials required to serve as a public school superintendent in the State of Nebraska, per NDE Rules (92 NAC 21 and 24).

3.2.1.1. The Director may appoint and contract with an Assistant Director to oversee the day-to-day operations of the Schools. The Assistant Director will hold, at a minimum, the credentials required to serve as a public school principal in an elementary or secondary school in the State of Nebraska, per NDE Rules (92 NAC 21 and 24).

3.2.1.2. The Director may appoint and contract with additional individuals or entities to fulfill the terms of this agreement, subject to Agency approval and the availability of funding for such hirings.

3.2.1.2.1. Agency agrees to conduct background checks on any individuals that will be working in the facility-based schools. These background checks will include, at a minimum, a check of the Nebraska Child Abuse and Neglect Central Registry, the Nebraska Sex Offender Registry and the sex offender registry of any state where the individual has resided in the

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past five (5) years, if such registry is not closed, and a criminal background check.

3.2.1.2.2. If, upon completion of the background checks, the Agency plans to utilize the individual in the facility-based school, Agency will alert DHHS of any listings on a child abuse registry, sex offender registry or criminal conviction, excluding minor traffic offenses identified in the completed background checks.

3.2.1.2.3. Agency will make a good faith effort to learn whether any individual who will have contact with children in the DHHS facility-based schools has any prior incidents of sexual harassment. If Agency becomes aware of any such incidents, Agency will notify DHHS as promptly as possible, but no later than three (3) days from when the Agency becomes aware of the incident.

3.2.1.2.4. Should the facility-based schools require additional background checks for purposes of compliance with the Prison Rape Elimination Act (PREA) or any other law, Agency agrees to require any appointed individuals working in the facility to consent to DHHS conducting the additional background checks. If the individual will not consent, Agency agrees the individual will no longer be used for work in the facility-based school.

3.2.1.3. The Director, or her or his designee, will consult with the DHHS CEO or designee, the DHHS Director of Facilities, the DHHS Administrator for the Office of Juvenile Services, and other appropriate DHHS leadership and staff to operate the Schools as a functional administrative unit within the operations of the DHHS facilities.

3.2.1.4. The Director, or her or his designee, will supervise the principals and other personnel at each of the YRTC Schools and other personnel appointed to fulfill the terms of this agreement.

3.2.2. Enter into written contracts with entities or individuals appointed by Agency as employees or independent contractors under this agreement (including the Director of Schools), or appointed by the Director of Schools on behalf of Agency. The purpose of the contracts must be to fulfill requirements related to Agency's internal regulations related to contract and hiring processes, as well as the Agency's standard procedures for reviewing and approving such contracts.

3.2.3. Require the Assistant Director or Principal of each school, or his or her designee, to participate in DHHS leadership huddle meetings and other DHHS leadership team meetings;

3.2.4. Require the Director or his or her designee to work collaboratively with DHHS to:

3.2.4.1. comply with the rules and regulations of the Agency for the operation of the Schools within the DHHS facilities;

3.2.4.2. implement daily schedules at each of the Schools that fulfill the minimum requirements of the NDE rules and regulations, while meeting the needs of individual students;

3.2.4.3. implement high-quality educational curricula across all Schools;

3.2.4.4. implement a viable staffing plan;

3.2.4.5. implement a valid performance evaluation system for all of the Schools' staff;

3.2.4.6. identify the specific educational needs of each student, including but not limited to the areas of assessment, language supports (e.g., English learner needs), and special education services;

3.2.4.7. determine the suitability of facilities for the education of students within each facility, and make decisions as to the facilities and locations where the education of students will take place;

3.2.4.8. diagnose issues that negatively affect student achievement in the Schools, design and implement strategies to address such issues through the special purpose agreement, and develop measurable indicators of progress;

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3.2.4.9. make recommendations to the Commissioner of Education on a long-term plan for revisions to the rules and regulations that govern the DHHS facility-based education schools and programs; and

3.2.4.10. perform any other duties mutually agreed upon in collaboration between DHHS and the Agency.

3.2.5. Require the Director or his or her designee to work collaboratively with DHHS to develop, revise and implement the special purpose agreement between DHHS and Agency for the YRTC schools and to collaboratively consider the following components when revising the special purpose agreement:

3.2.5.1. a plan for the long-term programmatic structures for behavioral and mental health services and supports to be integrated within the Schools;

3.2.5.2. a plan for the long-term student educational transition plans;

3.2.5.3. a plan for the long-term student activity and athletic programs offered through the Schools; and

3.2.5.4. the possible inclusion of a governing board and superintendent.

3.2.6. Agree that the Director or his or her designee will communicate with the CEO of DHHS or his or her designee regarding information on all educational offerings at the facility-based schools, and allow both agencies access to the curricula for all education courses and programs;

3.2.7. Continually communicate with DHHS regarding any personnel matters and immediately notify DHHS of any anticipated or requested change in DHHS personnel;

3.2.8. Agree that Agency will not use or disclose employment-related information or records of DHHS personnel other than as necessary to fulfill the terms of this Agreement, or as required by law. Agency further agrees to implement and maintain appropriate administrative, physical, and technical safeguards to prevent unauthorized access to, use, or disclosure of such information or records.

3.2.9. Agree [illegible] Commissioner of Agency or his or her designee to meet with the CEO of DHHS or his or her designee to discuss the progress of the terms of this agreement thirty days after execution of this agreement and every thirty days thereafter; and

3.2.10. Provide the CEO of DHHS or his or her designee with the following items in accordance with the timeline and costs included in Attachment 1:

3.2.10.1. A written recommendation on the educational model DHHS should utilize in each of its facility-based schools;

3.2.10.2. A written recommendation for the organizational structure of the facility-based schools, including recommendations on the types of positions, the number of employees to serve in each position at each facility and the necessary leadership structure; and

3.2.10.3. A written implementation plan for how DHHS can achieve both the organizational structure and educational model recommended by Agency.

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3.3. *Best Efforts.* The parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure of one party to perform its responsibilities shall not relieve the other party of its responsibilities.

4. WRITTEN AGREEMENT

4.1. *Amendment.* This Agreement may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

4.2. *Integration.* This written Agreement constitutes the entire agreement between the Parties, and any prior or contemporaneous representations, promises, or statements by the Parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Agreement.

4.3. *Severability.* Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

4.4. *Survival.* All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

5. COMPLIANCE WITH LAW

5.1. *Civil Rights and Equal Opportunity Employment.* The Parties shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

5.2. The Parties shall comply with all other applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.

6. INDEPENDENT AGENCIES

6.1. DHHS and the Agency are independent agencies within the State of Nebraska. This Agreement shall not create an employer-employee relationship between the Parties or between any of the employees of one party with the other party. The Agreement does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq.

7. LIABILITY

7.1. Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

7.2. Nothing in this Agreement shall relieve either party of any obligation or responsibility imposed upon it by law.

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8. RECORDS

8.1. The parties agree to provide reasonable access to each other's records and personnel, as necessary, to ensure compliance with any funding requirements, or to provide records for any federal or state oversight authority.

8.2. The parties shall maintain all records related to this Agreement as consistent with any applicable record retention schedules, or any other retention requirement mandated by law.

9. ADDENDA

A. DHHS HIPAA Business Associate Agreement Provisions

10. ATTACHMENTS

1. Agency's budget

11. NOTICES

11.1. Notices shall be in writing and shall be effective upon mailing. All written notices shall be sent to the following addresses:

FOR DHHS:
Lucas Atkinson
Nebraska Department of Health and Human Services
301 Centennial Mall South

FOR AGENCY:

The Nebraska Department of Education
Address – can request in DocuSign
City, State, Zip – can request in DocuSIgn

Lincoln, NE 68509-5026 Phone – c Docusign
Phone
Email

11.2. Either party may change the individual to be notified under this section via letter sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this Agreement hereto, and that the individual signing below has authority to legally bind the party to this Agreement.

FOR DHHS:

_____

Name– remove before Docusign
Title– remove before Docusign
Department of Health and Human Services
Operations

DATE: _____

FOR AGENCY:

_____

Name– remove before Docusign
Title– remove before Docusign
The Nebraska Department of Education

DATE: _____

ADDENDUM A

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BUSINESS ASSOCIATE AGREEMENT PROVISION

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this Agreement, shall mean Agency.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. THE AGENCY shall do the following:
   5.1. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. Agency may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
   5.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
   5.3. To the extent Agency is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Agency may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
   5.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information

received from DHHS, or created by or received from the Agency on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Agency with respect to such information.

5.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Agency of any instances of which it is aware that the confidentiality of the information has been breached.

5.6. Within fifteen (15) days:

5.6.1. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;

5.6.2. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

5.6.3. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.

5.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Heath Information received from, or created or received by the Agency on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Agency shall provide DHHS with copies of the information it has made available to the Secretary.

5.8. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Agency shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Agency shall report any breach to the individual affected and to the Secretary as required by the HIPAA rules.

6. TERMINATION.

6.1. DHHS may immediately terminate this Agreement and any and all associated contracts if DHHS determines that the Agency has violated a material term of this Agreement.

6.2. Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Agency requests and DHHS authorizes a longer period of time, Agency shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Agency on behalf of DHHS) that Agency still maintains in any form and retain no copies of such Protected Health Information. Agency shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Agency shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such Protected Health Information.

6.3. The obligations of the Agency under the Termination Section shall survive the termination of this Agreement.

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Attachment 1

Agency Budget

All requested reimbursement for the travel and work expenses of the Director, Assistant Director, and additional positions referred to in this budget (Attachment 1) will be invoiced by the Agency to DHHS using the rates and scope and requirements of the Nebraska Department of Administrative Services (DAS) State Accounting Manual.

Deliverables/Services	Notes	Est. Hours (if applicable)	Annual rate	Total est. for term of agreement (6 mos.)	Monthly est.	Est. completion date
DIRECTOR SERVICES						8/31/2020
Director Personal Services						
Salary	Agreed to $70,000		150,000.00	70,000.00	11,666.67	
Retirement			0.10	6,914.46	1,152.41	
Health insurance			26,555.00	13,277.50	2,212.92	
FICA			[illegible]	[illegible]	892.50	
Life insurance			12.00	[illegible]	1.00	
Employee assistance program			13.00	[illegible]	1.08	
Workers comp			0.01	70[illegible]	116.67	
			Sub-total	*96,259.[illegible]6*	*16,043.24*	
Director Operating Expense						
Cell phone			1,000.00	500.00	83.33	
Supplies			275.00	137.50	22.92	
Other operating expenses			250.00	125.00	20.83	
			Sub-total	*762.50*	*127.08*	
Director Travel						
Board/lodging			2,575.00	1,287.50	214.58	
Commercial travel			2,210.00	1,105.00	184.17	
State owned transportation			3,315.00	1,657.50	276.25	
Personal mileage			715.00	357.50	59.58	
Miscellaneous travel			165.00	82.50	13.75	
			Sub-total	*4,490.00*	*748.33*	
Director Office Equipment						
Data Processing Hardware/Software			0.00	0.00	0.00	
			Sub-total	*0.00*	*0.00*	

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	DIRECTOR SERVICES TOTAL	**101,511.96**	**16,918.66**	
ASSISTANT DIRECTOR SERVICES				8/31/2020
Assistant Director Personal Services				
Salary	125,000.00	62,500.00	10,416.67	
Retirement	0.10	6,173.63	1,028.94	
Health insurance	26,555.00	13,277.50	2,212.92	
FICA	0.08	4,781.25	796.88	
Life insurance	12.00	6.00	1.00	
Employee assistance program	13.00	6.50	1.08	
Workers comp	0.01	625.00	104.17	
	Sub-total	*87,369.88*	*14,561.65*	
Assistant Director Operating Expense				
Cell phone	1,000.00	500.00	83.33	
Supplies	275.00	137.50	22.92	
Other operating expenses			20.83	
	ub-total	*762[illegible]0*	*127.08*	
Assistant Director Travel				
Board/lodging	[illegible],575.00	1,28[illegible]0	214.58	
Commercial travel	[illegible],210.00	1,10[illegible]0	184.17	
State owned transportation	[illegible],315.00	1,65[illegible]0	276.25	
Personal mileage	715.00	357.50	59.58	
Miscellaneous travel	165.00	82.50	13.75	
	Sub-total	*4,490.00*	*748.33*	
Assistant Director Office Equipment				
Data Processing Hardware/Software	3,500.00	1,750.00	291.67	
	Sub-total	*1,750.00*	*291.67*	
	ASSISTANT DIRECTOR SERVICES TOTAL	**94,372.38**	**15,728.73**	
ADDITIONAL POSITION 1 SERVICES				8/31/2020
Additional Position 1 Personal Services				
Salary	100,000.00	50,000.00	8,333.33	
Retirement	0.10	4,938.90	823.15	
Health insurance	26,555.00	13,277.50	2,212.92	
FICA	0.08	3,825.00	637.50	
Life insurance	12.00	6.00	1.00	

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Employee assistance program		13.00	6.50	1.08
Workers comp		0.01	500.00	83.33
		Sub-total	*72,553.90*	*12,092.32*
Additional Position 1 Operating Expense				
Cell phone		1,000.00	500.00	83.33
Supplies		275.00	137.50	22.92
Other operating expenses		250.00	125.00	20.83
		Sub-total	*762.50*	*127.08*
Additional Position 1 Travel				
Board/lodging		2,575.00	1,287.50	214.58
Commercial travel		2,210.00	1,105.00	184.17
State owned transportation		3,315.00	1,657.50	276.25
Personal mileage		715.00	357.50	59.58
Miscellaneous travel		165.00	82.50	13.75
				748.33
Additional Position 1 Office Equipment				
Data Processing Hardware/Software		3,500.00	1,750.00	291.67
		Sub-total	*1,750.00*	*291.67*
	ADDITIONAL POSITION 1 SERVICES TOTAL		**79,550.40**	**13,259.40**
ADDITIONAL POSITION 2 SERVICES				8/31/2020
Additional Position 2 Personal Services				
Salary		100,000.00	50,000.00	8,333.33
Retirement		0.10	4,938.90	823.15
Health insurance		26,555.00	13,277.50	2,212.92
FICA		0.08	3,825.00	637.50
Life insurance		12.00	6.00	1.00
Employee assistance program		13.00	6.50	1.08
Workers comp		0.01	500.00	83.33
		Sub-total	*72,553.90*	*12,092.32*
Additional Position 2 Operating Expense				
Cell phone		1,000.00	500.00	83.33
Supplies		275.00	137.50	22.92
Other operating expenses		250.00	125.00	20.83
		Sub-total	*762.50*	*127.08*

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Additional Position 2 Travel					
Board/lodging		2,575.00	1,287.50	214.58	
Commercial travel		2,210.00	1,105.00	184.17	
State owned transportation		3,315.00	1,657.50	276.25	
Personal mileage		715.00	357.50	59.58	
Miscellaneous travel		165.00	82.50	13.75	
		Sub-total	*4,490.00*	*748.33*	
Additional Position 2 Office Equipment					
Data Processing Hardware/Software		3,500.00	1,750.00	291.67	
		Sub-total	*1,750.00*	*291.67*	
	ADDITIONAL POSITION 2 SERVICES TOTAL		**79,556.40**	**13,259.40**	
TECHNICAL ASSISTANCE SERVICES PROVIDED					3/8/2020
Technical Assistance Provided by the NDE	(February 18, 2020 to March 7, 2020)				
Daily Rate	14 days	400.00	5,600.00	933.33	
Lodging				224.00	
Meals		55.00	770.00	128.33	
Mileage		100.00	1,400.00	233.33	
Other expenses		50.00	700.00	116.67	
	TECHNICAL ASSISTANCE SERVICES PROVIDED TOTAL		**9,814.00**	**1,635.67**	
ADDITIONAL STAFF DEVELOPMENT SERVICES					8/31/2020
External staff development contract services	Est. 10 days	5,000.00	25,000.00	4,166.67	
	ADDITIONAL STAFF DEVELOPMENT SERVICES TOTAL		**25,000.00**	**4,166.67**	
DELIVERABLE 1 - Develop a model for the DHHS education system					7/31/2020
Literature review on education in juvenile justice systems	50	100.00	5,000.00	833.33	
Policy scan on best practices in juvenile justice education	20	100.00	2,000.00	333.33	
Consult meetings with NDE and DHHS staff	40	100.00	4,000.00	666.67	
Writing and editing of report	40	100.00	4,000.00	666.67	
	DELIVERABLE 1 TOTAL		**15,000.00**	**2,500.00**	
DELIVERABLE 2 - Develop an organization structure, including a staffing plan, for the DHHS education system					7/31/2020
Analysis of current structure	80	100.00	8,000.00	1,333.33	
Policy scan on structures in other states	12	100.00	1,200.00	200.00	

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Consult meetings with NDE and DHHS staff	60	100.00	6,000.00	1,000.00	
Design of structure	10	100.00	1,000.00	166.67	
Writing and editing of report	50	100.00	5,000.00	833.33	
	DELIVERABLE 2 TOTAL		**21,200.00**	**3,533.33**	
DELIVERABLE 3 - Develop an implementation plan for the education system model, organization structure, and staffing plan					7/31/2020
Literature review on implementation science	20	100.00	2,000.00	333.33	
Consult meetings with NDE and DHHS staff	40	100.00	4,000.00	666.67	
Writing and editing of report	45	100.00	4,500.00	750.00	
	DELIVERABLE 3 TOTAL		**10,500.00**	**1,750.00**	
	SUB-TOTAL OF DELIVERABLES AND SERVICES		436,511.14	72,751.86	
Indirect (administrative) costs		0.13	56,746.45	9,457.74	
	GRA		**4**	**82,209.60**	

Note: The personal services retirement rate is budgeted for the teacher retirement program

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