

AGREEMENT

THIS AGREEMENT is entered into by and between the State of Nebraska Department of Education, for Nebraska VR, hereinafter referred to as “the State,” and the County of Lancaster, Nebraska, for the Lancaster County Youth Services Center (“Youth Services Center”), hereinafter referred to as “the County.” Collectively the County and the State may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the State of Nebraska Department of Education through Nebraska VR provides a vocational rehabilitation employment program to eligible persons with disabilities;

WHEREAS, some of the juveniles with disabilities housed at the Youth Services Center may be eligible to receive the vocational rehabilitation employment program through Nebraska VR; and

WHEREAS, the County and the State are desirous of cooperating to provide Pre-Employment Transition Services to eligible juveniles with disabilities housed at the Youth Services Center;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) Term. The Initial Term of this Agreement shall be from July 1, 2017 through June 30, 2018. Upon the conclusion of the Initial Term and any Renewal Term, the Parties may renew this Agreement for a Renewal Term upon mutual written agreement.

2) Purpose. To provide eligible juveniles with disabilities housed at the Youth Services Center pre-employment transition services as described in Attachment A to this Agreement, which Attachment is attached hereto and incorporated herein by this reference.

3) State Services. The State shall provide eligible juveniles with disabilities housed at the Youth Services Center pre-employment transition services as described in Section II of Attachment A. The State shall fulfill its Partnership Expectations described in Section IV of Attachment A.

4) Youth Services Center Responsibilities. The Youth Services Center shall provide referrals of potentially eligible juveniles to the State, pursuant to Section III of Attachment A. The Youth Services Center shall fulfill its Partnership Expectations described in Section IV of Attachment A.

5) Background Check. State employees who will work on-site at the Youth Services Center will be required to complete an application provided by the Youth Services Center and will be subject to a background check, including but not limited to a check of the following sources:

A. The Sex Offender Registry maintained by the Nebraska State Patrol;

- B. The Nebraska Child Abuse and Neglect Central Register;
- C. The Nebraska Adult Abuse and Neglect Central Register;
- D. The Nebraska Department of Motor Vehicles; and
- E. NCIC/NCIS criminal history check.

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Background check results shall be reviewed by the Youth Services Center. State's performance under this Agreement is subject to the express condition precedent of the Youth Services Center's approval of State's background check results, approval of which shall not be unreasonably withheld. In the event that Youth Services Center does not approve States' background check results, no legal relation shall arise between the Parties with under this Agreement.

6) Youth Services Center Rules. State will adhere to applicable rules, regulations, and policies of the Youth Services Center while performing under this Agreement at the Youth Services Center. The Youth Services Center will review the applicable rules, regulations, and policies with State.

7) Compensation. The Parties agree that State will not receive any monetary compensation for the services provided. Furthermore, the County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

8) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the State shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the State. The State and the County shall be responsible to their respective employees for all salary and benefits. Neither the State's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. State shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

9) Assignment. State shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without such express written permission shall be absolutely void.

10) Liability. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

11) **Insurance.** The State shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the State's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

(a) **Workers' Compensation.** The State shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The State shall provide the County with an endorsement for waiver of subrogation. The State shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

(b) **Commercial General Liability.** The State shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the State shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

(c) **Automobile Liability.** The State shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

(d) **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insured, under the commercial general liability policy.

(e) **Certificates.** The State shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The State shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be

acceptable to the County Attorney. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

(f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

(g) **Sovereign Immunity.** Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of either Party.

12) **Severability.** If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13) **Equal Employment Opportunity.** State agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

14) **Termination.** This Agreement may be terminated without penalty at any time by either Party giving thirty (30) days written notice.

15) **Governing Law.** The laws and jurisdiction of the State of Nebraska shall govern any disputes or issues regarding the terms and conditions of this agreement. The Parties further agree that they shall be subject to the jurisdiction of the State of Nebraska.

16) **Entire Agreement.** The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties regarding the subject matter of this Agreement whether verbal or written.

17) **E-Verify.** In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, State agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. State shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. State shall require any subcontractor to comply with the provisions of this section.

18) Forbearance Not Waiver. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

EXECUTED this ____ day of _____, 2017, by State.

By: _____

Title: Commissioner of Education

By: _____

Title: Nebraska VR Representative

EXECUTED this ____ day of _____, 2017, by Lancaster County.

By: _____

Todd Wiltgen, Chair
Lancaster County Board of
Commissioners

APPROVED AS TO FORM
this ____ day of _____, 2017.

Deputy County Attorney
for JOE KELLY
Lancaster County Attorney

Michelle Schindler
Lancaster County Youth Services Director

ATTACHMENT A

**Memorandum of Understanding (MOU)
Between
Nebraska VR (NVR)
And
Lancaster County Youth Services Center (LCYC)
2017-2018**

This Memorandum of Understanding (MOU) between Nebraska VR (NVR) and Lancaster County Youth Services Center (LCYC) facilitates the early identification of students with disabilities for their informed and agreed referral to NVR for Pre-Employment Transition Services.

I. Method:

The role of Nebraska VR in providing services to students in the school system and to youth is primarily one of planning and helping to identify appropriate post-school goals and needed supports that lead to employment.

Nebraska VR has taken steps to promote effective relationships with schools to develop a system that ensures students with disabilities have an opportunity to access services necessary to become employed and live as independently as possible. It is also recognized that schools are critical referral sources for Nebraska VR. It is the vast numbers of high school students with disabilities that will allow the agency to develop effective partnerships with businesses and match the needs and interests of students with the needs of the business community.

"Transition" is a term that is used to refer to the passage from youth to adult life. Both the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA) have made coordinated services during this passage a matter of law for students and youth with disabilities.

The transition counselor can be most effective when he/she develops relationships, not only with the youth/student and his/her parents or guardians, but also with key school personnel and members of the MDT (multidisciplinary team) or other professionals

who provide services. Understanding the role of each of these key people involved in the youth/ student's transition plan is fundamental to developing relationships.

II. Program:

Pre-employment transition services are designed to help students with disabilities to begin to identify career interests that will be further explored through additional vocational rehabilitation services, such as transition services. Furthermore, pre-employment transition services are only those services and activities identified below.

Nebraska VR, in collaboration with the school or school district, must provide the following pre-employment transition services:

Required Activities:

- (1) **job exploration counseling;**
 - (2) **work-based learning experiences;**
 - (3) **counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs at institutions of higher education;**
 - (4) **workplace readiness training** to develop social skills and independent living;
- and,
- (5) **instruction in self-advocacy**, which may include peer mentoring

Pre-employment transition services:

- Available only to students with disabilities who are eligible or potentially eligible for NVR services;
- A pre-employment Transition Consent and Release Form is required;
- May be provided to students in groups or on an individual basis;
- Includes only the 5 pre-employment services and supports identified above.

III. Referral Process:

Who should be referred?

Students verified for special education, students under a 504 Accommodation Plan, students with a disability for the purposes of section 504 (even if they do not have a 504 accommodation plan in place).

When should a referral be made?

Students may be referred at age 16 to begin the process of engaging the services of Nebraska VR. Typically, students are referred in the second semester of their sophomore year or at the beginning of their junior year. In certain circumstances, it may be in the student's best interest to be referred at an earlier age.

What is the referral process?

Special educators, guidance counselors, school nurses, school psychologists, speech language pathologists, administrators, regular educators, juvenile justice staff, community counselors, agency personnel, and parents/guardians may refer youth/students to Nebraska VR.

A Pre-Employment Transition Services Consent and Release Form will be filled out as students are referred for services.

The Facility Director will sign the Pre-Employment Consent and Release Forms for the students who will participate in Pre-Employment Transition Services.

A signature on the Pre-Employment Transition Consent and Release Form is sufficient to verify the student's disability for the purposes of pre-employment transition services. Further information can be gathered to assist with planning, including the MDT report, IEP, medical information, etc. from the school. Please note that records cannot be paid for with an authorization in QE2 (NVR's database system) for the purposes of pre-employment transition services.

Students who have signed a pre-employment transition services consent and release form have access to the Client Assistance Program (CAP).

IV. Partnership Expectations:

A. Obligation to Report

On-going communication is necessary for the student's success while receiving services through NVR. It is important NVR staff follow through with LCYC policies and procedures, and report to LCYC staff when a circumstance takes place that is not in alignment with LCYC policy.

B. Supervision

1. LCYC referred students will be supervised by LCYC and NVR staff during group activities.
2. NVR staff will immediately report a violation of LCYC policies to LCYC staff. NVR staff will contact LCYC staff if uncertain as to whether a violation has occurred.

C. Orientation

NVR and LCYC agree to provide orientation to any new staff, as necessary, of each partnering agency to include:

1. Agency organizational structures
2. Agency mission and philosophies
3. Introduction to staff
4. Tour of site
5. Agency clientele
6. Staff contact information
7. LCYC Rules/Handbook
8. Security
 - a. Entrance procedures
 - b. Interacting with manipulative students

D. Review of Services

On an annual basis, NVR and LCYC agree to review business processes and measurements to examine if the collaboration is effective.

Necessary changes to the MOU will be instituted during the annual review as needed.



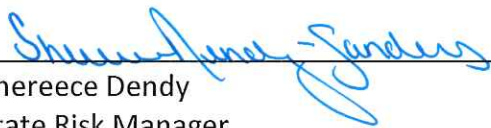
Pete Ricketts, Governor

CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA


The Nebraska VR, an agency of the State of Nebraska, has been asked by the Lancaster County Youth Services Center, 1200 Radcliffe Street, Lincoln, NE 68512, to provide this documentation as it relates to Nebraska VR Services provided to the youth with a start date of July 1, 2017 and end date of June 30, 2018.

Under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008), the State of Nebraska purchases excess insurance for property, automobile, and crime, but is self-insured for a portion of any loss. Further, under Neb. Rev. Stat. § 81-8, 239.05, the State of Nebraska shall indemnify its officials and employees for money damages and reasonable costs incurred as a result of an act or omission occurring in the course and scope of employment of such official or employee. However, this shall not apply in case of malfeasance in office or willful or wanton neglect of duty. If there is a liability loss, a claim may be filed with the State Claims Board. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq. (Reissue 2008) and any other provisions of law.

Workers' Compensation is statutorily required in Nebraska and the State is self-insured. Occupational diseases are fully covered by law.



Shereece Dendy
State Risk Manager



Date

Shereece Dendy, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

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