

Memorandum of Understanding

Between

Arizona Department of Economic Security/Division of Developmental Disabilities

And

Arizona Department of Economic Security/Rehabilitation Services Administration

April 2020

1.0 Parties

- 1.1 This Memorandum of Understanding (MOU) is between the Arizona Department of Economic Security Rehabilitation Services Administration, hereafter referred to as RSA, and the Arizona Department of Economic Security Division of Developmental Disabilities, hereafter referred to as DDD.

2.0 Purpose

- 2.1 This MOU is the mechanism used to guide and formalize responsibilities of both parties for the provision of enhanced coordination of RSA's Vocational Rehabilitation (VR) services to individuals with disabilities enrolled with DDD.

3.0 Objective

- 3.1 Establish a streamlined, coordinated and collaborative process that enables DDD eligible members to participate in RSA VR services and obtain competitive integrated employment.

4.0 Term

- 4.1 Beginning on April 1, 2020 and continuing until either party requests revision or termination in writing.

5.0 Authority

- 5.1 RSA is authorized to administer the Vocational Rehabilitation (VR) program and provide vocational rehabilitation services pursuant to A.R.S. 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration) and Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR 361.48).
- 5.2 DDD is authorized to administer intellectual disabilities and other developmental disabilities programs pursuant to A.R.S 41-954.

6.0 Individuals to be Served Under this MOU

- 6.1 Individuals served under this MOU, hereafter referred to as 'mutual client', shall be any individual who is:
 - 6.1.1 Eligible for DDD services, also referred to as a 'member', including individuals receiving foster care services through the Department of Child Safety and DDD.
 - 6.1.2 An applicant for, or recipient of RSA VR services, also referred to as a 'client'.

7.0 DDD Responsibility

- 7.1 DDD will:
 - 7.1.1 Ensure that Support Coordinators/Case Managers provide members and their families with information and guidance about employment support services available to them through DDD, as well as competitive and integrated employment through the RSA VR program, no later than age 14 but as soon as appropriate by:

7.1.1.1 Providing informational materials and guidance regarding employment support services to the member and family; and

7.1.1.2 Discussing and documenting employment-related goals and objectives in the member's Planning Document during each 90-day planning meeting.

7.1.2 Plan and authorize DDD services to members to help prepare them for participation in the VR program, including employment support services as appropriate.

7.1.3 Complete and send an RSA VR referral packet to designated VR staff in accordance with the jointly developed 'DDD/VR Referral' standard work document.

7.1.4 Notify RSA VR staff of any change in the member's Arizona Long Term Care System (ALTCS) status.

7.1.5 Coordinate with RSA VR staff and provide Extended Supported Employment (ESE) services to ALTCS eligible mutual clients who have obtained employment through the RSA VR program and need ongoing support in accordance with the 'Supported Employment and Extended Supported Employment' standard work document as needed. ESE services include, but are not limited to, the following:

7.1.5.1 Assistance in maintaining employment to include job coaching, which consists of regular contacts with the client, client's parents or guardians (if applicable), and/or the employer; job counseling and/or job monitoring and related support services; assistance in assessment and identification of ongoing employment support needs; access to the resources necessary to meet those needs; and natural and peer support environments.

8.0 RSA Responsibility

8.1 RSA will:

8.1.1 Accept and process referrals of DDD members age 14 and older in accordance with the 'Responding to a DDD Referral' standard work document.

8.1.2 Determine DDD member eligibility for the RSA VR program within thirty (30) calendar days of application for VR services to the greatest extent possible.

8.1.3 Provide RSA VR services to assist mutual clients who are not on a waitlist for services in obtaining and maintaining competitive integrated employment.

8.1.4 Coordinate with DDD to ensure provision of ESE services to ALTCS eligible mutual clients who have obtained employment through the RSA VR program and need ongoing support in accordance with the 'Supported Employment and Extended Supported Employment' standard work document as needed.

9.0 RSA and DDD Joint Responsibility

9.1 Ensure that staff provide information and guidance regarding DDD and RSA VR services and supports to members and mutual clients by:

9.1.1 Providing information and materials that describe the variety of employment training and support services available through DDD and RSA VR as well as the differences between the two programs;

- 9.1.2 Attending meetings with community partners (e.g. Individualized Education Plan (IEP), RSA VR Individualized Employment Plan (IPE), and DDD/Planning meetings), when requested and available, to assist the planning of transition or employment activities; and
- 9.1.3 Encouraging members and mutual clients to participate in employment-related transition/training activities during summers and/or after school.

- 9.2 Cooperate to the highest level possible in the planning and joint provision of employment services, including ESE services, to mutual clients.
- 9.3 Ensure that a dedicated Vocational Rehabilitation Counselor with knowledge of cognitive impairment and psychiatric disabilities is available to serve members in foster care.
- 9.4 Communicate and exchange information in accordance with the 'VR/DDD Communication' and the 'RSA-1365 Authorization/Consent for Disclosure and Use of Confidential Information between DDD and RSA/VR' standard work documents.
- 9.5 Provide services in the most integrated setting possible that will allow for integration of mutual clients in community and employment settings.
- 9.6 Designate staff positions responsible for the collaboration and completion of activities described in this MOU.
- 9.7 Ensure designated staff from both DDD and RSAVR participate in quarterly collaboration meetings and share relevant information with all other staff as appropriate.
- 9.8 Provide training and technical assistance to each other, providers, etc. in areas specific to roles and responsibilities, including relevant policies, procedures and regulations.
- 9.9 Develop and keep current, statewide protocols/standard work documents for referral, communication, and coordination of services for the population to be served.
- 9.10 Monitor and track the employment outcomes of mutual clients served.
- 9.11 Develop a shared data collection and reporting mechanism for services under this agreement.
- 9.12 Review program performance data and jointly address identified issues and needs at a minimum of every six months, including but not limited to:
 - 9.12.1 Number of DDD referrals made to RSA VR;
 - 9.12.2 Number of RSA VR eligibility determinations;
 - 9.12.3 Number of employment plans written by RSA VR;
 - 9.12.4 Services provided by each agency (RSA VR and DDD); and
 - 9.12.5 Employment outcomes.

10.0 Confidentiality

- 10.1 Upon receiving written permission from the member or mutual client, RSA VR and DDD may share verbal and written information necessary to facilitate service coordination.
 - 10.1.1 RSA-1365 Authorization/Consent for Disclosure and Use of Confidential Information between DDD and VR is the preferred authorization to facilitate the release of records between DDD and VR.
- 10.2 The Parties acknowledge and agree that, during the course and scope of this MOU, they may intentionally or inadvertently obtain confidential information concerning the other Party or the other Party's clients, including but not limited to financial information,

information concerning business practices, trade secrets, employee information, or other proprietary or non-public information (collectively, "Confidential Information"). The Parties agree to maintain the confidentiality of such information and will not disclose such information without the other Party's consent unless disclosure is required by applicable law. This condition shall survive the termination of this MOU.

11.0 Amendments or Termination of this Agreement

11.1 At any time, either party may request amendments to this agreement by submitting requested changes to the other party in writing. Amendments will be made if both parties agree regarding the proposed changes.

11.2 Either party may terminate this Agreement at any time with sixty (60) days' notice in writing specifying the termination date.

12.0 Funding/Budget

12.1 DDD agrees to transfer to RSA non-federal funds for the purpose of matching Federal basic support grant dollars to create funds for the service provision under this agreement.

12.2 In order to carry out the activities under this agreement, RSA shall submit an annual budget to DDD.

13.0 Notices

13.1 All notices to RSA regarding this MOU will be sent to the following: RSA Contracts Unit at RSAContractsUnit@azdes.gov.

13.2 All notices to DDD regarding this MOU will be sent to the following: DDDContractsManager@azdes.gov.

14.0 Signatures

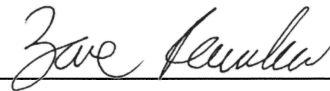
14.1 By signing below, the parties agree to the terms prescribed in the Memorandum of Understanding:



Signature of Authorized Individual

**Michael Wisheart, Assistant Director
Division of Employment and Rehabilitation Services**

Date: 4/10/20



Signature of Authorized Individual

**Zane Garcia Ramadan, Assistant Director
Division of Developmental Disabilities**

Date: 4/13/2020