


Interagency Service Agreement (ISA)	
Agreement No.:	
Description: Coordination of Services – Serious Mental Illness	



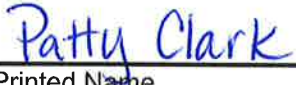


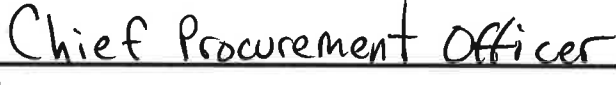
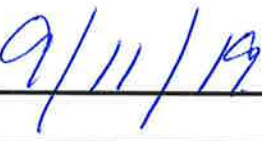
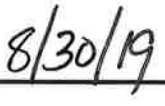

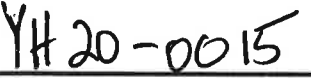
Agreement between the Arizona Department of Economic Security (“ADES”) and the Arizona Health Care Cost Containment System (“AHCCCS” or “Contractor”)

A.R.S. § 35-148(A) authorizes a State Agency to reimburse for services performed or to advance funds to another State Agency for services to be performed pursuant to an Interagency Service Agreement and authorizes such funds to be credited to the appropriation account of the agency performing the services for use by such agency.

The term of this Agreement shall begin on the date of last signature and shall end on June 30, 2024, unless otherwise amended.

THEREFORE, it is agreed that ADES and AHCCCS (the “Parties”) shall abide by all the terms and conditions of this agreement.

THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND HIS/HER STATE AGENCY TO THIS AGREEMENT.

<p>FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:</p>	<p>FOR AND ON BEHALF OF THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM – DIVISION OF HEALTH CARE MANAGEMENT</p>
 <hr/> Procurement Officer Signature	 <hr/> Signature
 <hr/> Printed Name	 <hr/> Printed Name
 <hr/> Title	 <hr/> Title
 <hr/> Date	 <hr/> Date
 <hr/> ADES Contract Number	 <hr/> Contract Number

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1.0 ADES VISION AND MISSION STATEMENTS

- 1.1. **ADES Vision:** All Arizonans who qualify receive timely ADES services and achieve their potential.
- 1.2. **ADES Mission:** The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

- 2.1. Background: Effective delivery of vocational services to persons determined to have a Serious Mental Illness (SMI) is dependent upon a philosophy within both the mental health and vocational rehabilitation systems that employment and economic self-sufficiency are integral parts of recovery and planning for individuals determined SMI, and that meaningful work provides opportunities for their integration into the community and reduces the need for expensive mental health interventions.
- 2.2. The purposes of this Agreement are to:
 - 2.2.1. Enhance the ability of the target population to take their rightful places as participating members of the workforce and in their communities by increasing the number of successfully employed mutual clients who are satisfied with their vocational roles and environments.
 - 2.2.2. Enhance program delivery methods and provide customized employment services to mutual program participants by:
 - 1. Expanding and providing a continuum of services when transitioning from prevocational services to vocational services. Through service coordination between ADES/RSA and AHCCCS, a structured statewide referral process will be implemented to ensure the quickest and highest level of care provided to mutual program participants while adhering to evidence-based practice.
 - 2. Training RSA staff in the area of psychiatric disabilities to be able to effectively serve individual needs.
 - 3. Determining RSA eligibility as soon as possible, with the best practice of Eligibility Determination occurring within 30 days of a signed VR Application.
 - 4. Ensuring coordination, cooperation and collaboration efforts between AHCCCS and ADES/RSA through a coordinator position established by each agency.
 - 5. Serving as a framework for bringing together the resources of two systems, building upon existing efforts, and facilitating a broad spectrum of joint State and local initiatives.
 - 2.2.3. Achieve the full inclusion of community partners in service delivery, including Community Rehabilitation Providers, persons receiving services, advocates, family members, employers, training facilities, and other pertinent stakeholders from communities.
 - 2.2.4. Provide procedures for coordination of services, conditions, terms, and interagency dispute resolution.

3.0 DEFINITIONS

- 3.1. Arizona Department of Economic Security (ADES) – A government agency of the State of Arizona, providing a variety of social support services to Arizona residents.
- 3.2. Arizona Health Care Cost Containment System (AHCCCS) – Founded in 1982, the Arizona Health Care Cost Containment System (written as AHCCCS and pronounced 'access') is Arizona's Medicaid program. Medicaid is a Federal healthcare program jointly funded by the Federal and State governments for individuals and families who may qualify for acute or long-term services.
- 3.3. Arizona Revised Statutes (ARS) – The name given to the statutory laws in the State of Arizona.
- 3.4. Community Rehabilitation Provider (CRP) – An agency or individual approved to provide employment support to individuals with disabilities served by RSA/VR.
- 3.5. Extended Supported Employment (ESE) – Ongoing services (Job Coaching) needed to support and maintain an individual with a disability in employment after the RSA/VR program terminates employment support services. These services are funded by the MCO.
- 3.6. Individualized Plan for Employment (IPE) – A written program of services developed with the client that comprehensively documents the goals, responsibilities, and services necessary for a client to obtain employment.

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- 3.7. Managed Care Organization (MCO) – An organization that combines the functions of health insurance, delivery of care, and administration. In this regard, the MCOs are Mercy Care, Steward Health Choice, and Arizona Complete Health.
- 3.8. Mutual Program Participants – persons who have been determined to have a Serious Mental Illness, are enrolled members of AHCCCS, and receive enhanced and structured vocational rehabilitation services from the Rehabilitation Services Administration. Also "mutual clients."
- 3.9. Rehabilitation Services Administration (RSA) – An administration within ADES that oversees several programs which are designed to assist eligible individuals who have disabilities to achieve employment outcomes and enhanced independence by offering comprehensive services and supports.
- 3.10. Serious Mental Illness (SMI) – SMI is not a diagnosis, but rather a determination from criteria that qualifies individuals for extra support. Arizona's definition of SMI is as follows: Individuals who exhibit emotional or behavioral functioning which is so impaired as to interfere with their capacity to remain in the community without supportive treatment of a long-term duration. In these persons, mental disability is severe and persistent, resulting in a long-term limitation of their functional capacities for primary activities of daily living such as interpersonal relationships, homemaking, self-care, employment and recreation.
- 3.11. Service Plan – Written details of the supports, activities, and resources required for the individual to achieve personal goals. The Service Plan is developed to articulate decisions and agreements made during a person-centered process of planning and information gathering.
- 3.12. Staffing – a meeting held among staff members to discuss the status and progress of one or more mutual program participants and plan future treatment and/or services.
- 3.13. Vocational Rehabilitation (VR) – A program under RSA that provides a variety of services to persons with disabilities, with the ultimate goal to prepare for, enter into, or retain employment.

4.0 SERVICE DESCRIPTION

- 4.1. Joint and coordinated service delivery will be accomplished through:
 - 4.1.1. Service provision to mutual clients in the most integrated setting possible to meet their vocational needs and integration in the community.
 - 4.1.2. A continuum of service delivery when transitioning mutual program participants within both service systems (e.g. prevocational services to vocational services, job placement services to extended supported employment services, etc.) as follows;
 - 1. AHCCCS, through MCOs, have clinical program sites. Clinical Team/Recovery Team members (e.g. Case Manager, Peer/Family Mentor, Psychiatrist/Nurse Practitioner, Employment Staff, Nurse, Behavioral Health Service Providers, etc.) will develop and oversee Service Plans. RSA staff will be involved in Service Plan development.
 - 2. An RSA staff person (e.g. VR Counselor, Unit Supervisor, and/or Rehabilitation Technician) will be assigned to each clinical program site. Clinical program sites that require assigned VR Counselors are determined by AHCCCS and ADES/RSA, and decisions are based upon SMI enrollment and other pertinent factors.
 - a. The assigned RSA staffer shall participate at the highest level possible at the assigned clinical program site, but at a minimum of one time per month as member of the clinical/recovery team, or upon request.
 - b. The RSA staffer will provide orientation to VR services at the assigned clinical program site at a minimum of one time per month. The RSA staffer will utilize the Vocational Rehabilitation Referral Feedback form (Exhibit A) when conducting VR Orientations at the clinical site. Copies of the Vocational Rehabilitation Referral Feedback form will be provided to the clinical employment staff to be placed in the clinical record. RSA staff may also provide the VR Orientation at a local VR office, one-on one, or at an alternate community location that best meets the needs of the individual.
 - c. RSA staff are responsible for eligibility determination, development of an Individualized Plan for Employment (IPE), as well as the provision of those VR services that will assist individuals in achieving their vocational goals.

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- d. Clinical program sites that have dedicated RSA staff assigned will provide functional workspace for RSA staff to carry out the service objectives. Functional workspace includes access to a confidential area, with a desk, chairs and a phone for RSA staff to meet with clients. Computers and internet access may be provided where available.
- e. RSA staff and clinical program employment staff shall have weekly consultations regarding the progress of mutual program participants. Participation can be face-to-face, via email, or telephonic.
- f. On a quarterly basis, the clinical program employment staff are responsible to provide training on employment-related topics to the clinical site staff (i.e. Supervisors, Case Managers, Peer Support Specialists, etc.).

5.0 RESPONSIBILITIES

ADES and AHCCCS agree as follows:

5.1. JOINT RESPONSIBILITIES. Both parties will:

5.1.1. Provide training and technical assistance related to vocational programming as follows;

1. The AHCCCS Statewide Employment Administrator and the RSA Statewide Behavioral Health Coordinator will identify a list of trainings to be offered annually in conjunction with the MCOs.
2. Training and technical assistance will be available to ADES/RSA and MCO clinical program staff who provide direct client services. Depending on training topics and availability of training staff, training may also be available to the following target groups;
 - a. Community rehabilitation program staff and contracted providers,
 - b. Persons receiving services, family members and advocates.

5.1.2. Provide technical assistance to each other in areas specific to roles, contracting, and understanding of processes, policies, and regulations.

5.1.3. If funds become available and upon agreement by both parties;

1. Set aside funds for service development projects for Rural and Urban areas to develop new or to enhance existing programs based on best practices, innovative approaches, and network gaps. These funds will be set aside only if direct client services are covered and there are remaining funds.
2. Establish a joint review and approval timeframe and process for funding proposals for development to ensure that project funds are dispersed within 120 days of availability.

5.1.4. Coordinate activities of the previously established Advisory Committee as follows:

1. The committee shall consist of, at a minimum, the following members: the AHCCCS Statewide Employment Administrator, the RSA Statewide Behavioral Health Coordinator, and the AHCCCS appointed MCO Employment Representatives.
2. Organize in-person meetings on a quarterly basis as follows:
 - a. Review of AHCCCS and ADES/RSA Quarterly Reports;
 - b. Develop recommendations for the resolution of identified operational issues;
 - c. Review and make recommendations for all parties involved in serving this target population regarding trainings, performance improvement activities, and service development projects;
 - d. Develop ad hoc committees as necessary.

5.1.5. In conjunction with the MCOs and ADES/RSA, within each MCO Region, hold Bi-Annual coordination meetings to include AHCCCS/RSA/MCO Administrators; Regional RSA staff; MCO clinical employment staff; Community Provider staff; and any other entities pertinent to the collaboration, to facilitate trainings, communication and planning.

5.1.6. AHCCCS, ADES/RSA, and the MCOs shall develop and keep current Statewide Collaborative Protocols. The Collaborative Protocols shall describe the roles and responsibilities of each entity working with individuals under this Agreement.

5.2. AHCCCS shall:

5.2.1. Include the Agreement's requirements as contract terms in its contracts with MCOs.

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- 5.2.2. Provide behavioral health services to mutual program participants through the MCOs and their contracted providers, to include prevocational and Extended Supported Employment (ESE) services.
1. If, due to locality, this is not possible, it is the MCO's responsibility to determine alternative methods of implementing ESE services. Commitments to provide ESE services shall be made prior to the implementation of IPEs for mutual program participants who will need such supports.
 2. ESE services include, but are not limited to, the following:
 - a. Assistance in maintaining employment to include:
 - 1) Job coaching, which consists of regular contacts with the client, client's parents or Guardians (if applicable), and/or the employer;
 - 2) Job counseling and/or job monitoring and related support services;
 - b. 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.
 3. Mutual program participants will be offered ESE services by MCOs' contracted providers or funded directly by the MCOs.
- 5.2.3. Contractually direct the MCOs to address the vocational rehabilitation needs of MCO-enrolled clients in their Service Plans as follows;
1. MCOs are responsible for initiating the Service Plans.
 2. Vocational choices, which may include any type of meaningful activity (paid or unpaid work experiences) and plans to support those choices, should prominently figure in all Service Plans.
 3. Upon request from the MCO, VR staff are responsible for providing recommendations for open, eligible, and active VR clients to be incorporated into the Service Plans.
 4. MCO clinical program staff are responsible for incorporating the information provided by VR staff into the Service Plans.
- 5.2.4. Establish an AHCCCS Statewide Employment Administrator position whose primary function is to oversee the requirements in this ISA including;
1. Co-facilitating meetings/trainings with the RSA Statewide Behavioral Health Coordinator including the Quarterly ISA Advisory Committee meeting and Ad Hoc meetings, if necessary;
 2. Planning and proposing new programs and initiatives;
 3. Joint program review; and
 4. Maintaining consistency of provision of services.
- 5.2.5. Contractually direct the MCOs to report to the AHCCCS Statewide Employment Administrator and the RSA Statewide Behavioral Health Coordinator any clinical program site closures, relocations, or any other significant changes that will affect the delivery of services under this Agreement
- 5.3. **ADES** will:
- 5.3.1. Provide vocational rehabilitation services to assist mutual program participants to become self-sufficient through meaningful and sustained work in support of their recovery process through:
1. Development of an Individualized Plan for Employment (IPE) for each eligible client and
 2. Provision of the specific vocational rehabilitation services needed to achieve the employment outcome. Vocational rehabilitation services include, but are not limited to, the following;
 - a. Vocational counseling and guidance;
 - b. Career exploration, vocational assessment, job planning and supported education;
 - c. Work exploration and work adjustment activities;
 - d. Specific job preparation (including educational opportunities, on-the-job training, other skill building activities, retraining);
 - e. Individual job development and placement;
 - f. Transitional employment placements;
 - h. Supported employment services will be provided until job stability is achieved;
 - i. Vocational support services such as tools, supplies, and assistive technology services (including adaptive aids/devices, etc.), as needed

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- 5.3.2. Train RSA staff to work with mutual program participants, in coordination with clinical program employment staff, by;
1. Participating at the highest level possible as a member of the clinical/recovery team or upon request to;
 - a. Discuss a potential referral when an individual intends to work
 - b. Provide recommendations and/or information for those currently receiving vocational services through ADES/RSA.
 - c. Transition from VR supported employment service to MCO-funded ESE service in coordination with the clinical program team after the client's achievement of successful employment.
 2. Discussing issues that may arise during the collaborative process and develop strategies to correct deficiencies and improve performance.
- 5.3.3. Establish an ADES/RSA Statewide Behavioral Health Coordinator position whose primary functions will be to:
1. Monitor and evaluate requirements of this agreement;
 2. Monitor activities and operations to ensure that all goals and objectives assigned to ADES/RSA under this agreement are met;
 3. Cooperate and coordinate with the AHCCCS Statewide Employment Administrator the service provision under this agreement;
 4. Plan and propose new programs and initiatives;
 5. Jointly, with AHCCCS Statewide Employment Administrator, participate in program review to maintain consistency of the service provision; and
 6. Provide technical support to RSA staff directly involved in the service delivery under this agreement.

6.0 MANNER OF FINANCING

- 6.1. Both Parties agree to fund the service provision under this Agreement as follows:
- 6.1.1. The Contractor shall transfer non-Federal dollars to ADES/RSA, per the approved annual RSA Behavioral Health Service Budget (Attachment 1). This amount represents the AHCCCS funding contribution for the service provision under this Agreement.
- 6.1.2. ADES/RSA will use these funds to generate Federal Basic Support grant dollars for the purpose of funding ADES/RSA personnel and other costs for the provision of the VR program and fulfillment of its responsibilities under this Agreement.
- 6.2. An Annual Budget shall be mutually agreed upon by both Parties and added to this agreement by amendment each year. Any modifications to this document shall be:
- 6.2.1. Consistent with the goals of this Agreement, and
 - 6.2.2. Reviewed and approved by both parties and included as an amendment to this Agreement. An amendment is not necessary whenever there is an increase of less than 10% in any budget category and the increase is offset by an equal value decrease in another budget category or categories.
- 6.3. ADES/RSA will submit an annual budget to AHCCCS that lists the number of funded FTEs by each of the agreed-on service delivery areas in the following categories;
- 6.3.1. Vocational Rehabilitation Counselors;
 - 6.3.2. Field Support staff (such as Rehabilitation Technicians, Purchasing Technicians)
 - 6.3.3. Central Office Administration, RSA Regional staff, and AHCCCS Statewide Employment Administrator supported under this agreement; and
 - 6.3.4. Purchase of VR services for clients being served under this program.

7.0 EXTENSION

- 7.1. This agreement may be extended through a mutual written amendment.

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8.0 TERMINATION

- 8.1. This agreement may be terminated by mutual agreement of the Parties at any time during the term of this agreement.
- 8.2. Each Party shall have the right to terminate this agreement by personal delivery or by certified mail, return receipt requested, to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

9.0 AMENDMENTS

- 9.1. This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective Parties.
- 9.2. Either Party shall give written notice to the other party of any non-material alteration that affects the provisions of this agreement. Non-material alterations that do not require a written amendment are as follows:
 - 9.2.1. Change of telephone number.
 - 9.2.2. Change in authorized signatory.
 - 9.2.3. Change in the name and/or address of the person to whom notices are to be sent.

10.0 REPORTING REQUIREMENTS

- 10.1. ADES/RSA will submit to AHCCCS Quarterly Reports to include the following data:
 - 10.1.1. Programmatic data:
 1. Number of applicants per region;
 2. Eligibility/acceptance rates per region;
 3. Cumulative number of mutual program participants served per region;
 4. Average number of days for an ADES/RSA Eligibility Determination to a signed IPE;
 5. Number of mutual program participants placed on a waiting list as a result of the Order of Selection;
 6. Number of mutual program participants engaged in vocational activities (e.g. work experiences, preparation for work, supported employment, etc.) during the period;
 7. Data for mutual program participants who become successfully employed, including retention of employment, average wage and hours employed;
 8. Number of closures with employment;
 9. Number of cases in post-employment status (for persons who were successfully employed and closed);
 - 10.1.2. Network/Service Delivery data
 1. Providers lost and/or gained that are jointly contracted with ADES/RSA and MCOs, including the name of provider, contracted capacity, counties served, and an analysis of the impact on the sufficiency of the network, as applicable.
 2. Where, as a result of the loss of a provider, service provision or availability is impacted, ADES/RSA and AHCCCS will develop a plan for addressing the gap and the plan for transitioning persons to appropriate alternate services.
 - 10.1.3. ADES/RSA data on staffing levels of those who are dedicated to activities and services delivered under this agreement.
 1. ADES/RSA Vocational Rehabilitation Counselor Total FTE per RSA Region
 2. ADES/RSA Vocational Rehabilitation Counselor Current FTE per RSA Region
 3. ADES/RSA Number of Vocational Rehabilitation Counselor FT & PT per RSA Region
 4. ADES/RSA Vocational Rehabilitation Counselor Vacancies per RSA Region
 5. ADES/RSA Rehabilitation Technician/Purchasing Technician Total FTE per RSA Region
 6. ADES/RSA Rehabilitation Technician/Purchasing Technician Current FTE per RSA Region
 7. ADES/RSA Supervisors Total FTE per RSA Region
 8. ADES/RSA Supervisors Current FTE per RSA Region
- 10.2. Respective Quarterly Reports will be sent to the following addresses:

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- 10.2.1. AZ Department of Economic Security
Rehabilitation Services Administration
ATTN: ADES/RSA Statewide Behavioral Health Coordinator
PO BOX 6123, Mail Drop 5371
Phoenix, AZ 85005-6123
- 10.2.2. Arizona Health Care Cost Containment System
Division of Health Care Management
ATTN: AHCCCS Statewide Employment Administrator
701 E Jefferson St, 3rd Fl DHCM
Phoenix, AZ 85034
- 10.3. Quarterly Reports will be submitted according to the following schedule:
- | For the reporting period: | Due Date: |
|-------------------------------|------------|
| July 1 through September 30 | October 15 |
| October 1 through December 31 | January 15 |
| January 1 through March 31 | April 15 |
| April 1 through June 30 | July 15 |
- 10.4. Quarterly reports shall include at a minimum: expenditures for contracted and non-contracted services in the following budget categories: Personnel, Employee-Related Expenses, Professional and Outside Services, Equipment, Travel, Aid to Organizations, Other Operating Expenses, IT Direct and Indirect charges (if applicable). ADES/RSA shall submit financial expenditure reports to BHSinvoices@azahcccs.gov.
- 11.0 PAYMENT REQUIREMENTS**
- 11.1. ADES/RSA will invoice AHCCCS for the funding contribution within fifteen (15) calendar days following the execution of this Agreement and quarterly thereafter by the 1st (first) day of July, October, January and April.
- 11.2. AHCCCS shall transfer its funding contribution to ADES/RSA within fifteen (15) calendar days upon receipt of ADES/ RSA's invoice.
- 11.3. ADES/RSA will submit its invoices for the AHCCCS funding contribution to:
Arizona Health Care Cost Containment System (AHCCCS)
ATTN: John Moorman
701 E Jefferson St, MD 5400
Phoenix, AZ 85034
bhsinvoices@azahcccs.gov
- 11.4. AHCCCS shall submit its funding contribution to:
AZ Department of Economic Security
ATTN: DERS Finance and Budget Unit
PO BOX 6123, Mail Drop 53F1
Phoenix, Arizona 85005
- 11.5. AHCCCS shall invoice ADES/RSA for the AHCCCS Employment Administrator position as follows: during the State Fiscal Year, the invoice for Quarter 1 (one) is due on December 31, and Quarters 2 (two) through 4 (four) are due on July 31. Invoices shall be sent electronically to RSAFinance@azdes.gov.
- 11.6. ADES/RSA shall return unspent funding contribution money to AHCCCS no later than one hundred eighty (180) days after Fiscal Year End.

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11.7 Substantial changes to the budget shall be reviewed and approved by both AHCCCS and the ADES/RSA administration before implementation. Whenever there is a 10% increase in any budget category, any such increase must be offset by an equal value decrease in another category. Any modification to the budget more than 10% shall be considered substantial and a written amendment to this agreement is necessary.

11.8 The Parties agree that if similar services were provided by ADES/RSA, beginning State Fiscal Year 2020 but prior to the date of last signature or execution of this agreement, the applicable services will be compensated as though having been performed under this agreement.

12.0 NOTICES

12.1. All notices to the Contractor regarding this agreement shall be sent to the following address:
Arizona Health Care Cost Containment System
Division of Health Care Management
ATTN: AHCCCS Statewide Employment Administrator
701 E Jefferson St, 3d Fl DHCM
Phoenix, AZ 85034

12.2. All notices to ADES/RSA regarding this agreement shall be sent to the following address;
AZ Department of Economic Security
Rehabilitation Services Administration
ATTN: ADES/RSA Statewide Behavioral Health Coordinator
PO Box 6123 2NW Mail Drop 5371
Phoenix, AZ 85005-6123

13.0 OTHER MATTERS

13.1 AHCCCS has made reasonable efforts to enter into a Business Associate Agreement with ADES/RSA for disclosure of mutual client and potential information, including protected health information (PHI). However, AHCCCS and ADES/RSA have not entered into a business Associate Agreement because ADES/RSA will not be able to meet all the requirements in the Business Associate Agreement. 45 CFR 164.504(e)(3)(ii) authorizes a governmental entity that is a covered entity (AHCCCS) to disclose protected health information without a Business Associate Agreement to another governmental entity that is required by law to perform a function or activity on behalf of a covered entity or to provide a service described in the definition of business associate in 45 CFR 160.103 (ADES/RSA). 45 CFR 164.512 (a) authorizes disclosure by a covered entity (AHCCCS) as required by law. The Arnold v. Sarn Joint Stipulation on Exit Criteria and Disengagement legally mandates AHCCCS to make reasonable efforts to ensure that adequate supported employment and other appropriate vocational services for class members are funded and provided through ADES/RSA. ARS §36-503.02 (C) requires AHCCCS to use funding reserved for individuals determined to have Serious Mental Illness to provide vocational rehabilitation and other support services. ARS §36-3407 (6) requires AHCCCS to contract for the provision of vocational rehabilitation services. Therefore, AHCCCS, the MCOs, and MCO-subcontracted providers may share verbal and written information with ADES/RSA regarding clients who are receiving Vocational Rehabilitation services as well as those clients who might be referred to the Vocational Rehabilitation program at a later date. This may include, but is not limited to, providing consumer referral packets, joint chart audits, and participation in clinical team staffings. The protected health information to be disclosed will be the minimum necessary to meet the legal mandate as implemented by the ISA. ADES/RSA and AHCCCS shall comply with the provisions of the Arizona Administrative Code R6-4-405 for sharing client information with other agencies, individuals, or employers.

13.1.1 An authorization for the release of communicable disease related information must be signed by the protected person or, if the protected person lacks capacity to consent, the person's health care decision maker (see A.R.S. § 36-664(F)). If an authorization for the release of communicable disease information is not signed, the information cannot be disclosed. An authorization must be dated and must specify to whom disclosure

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is authorized, the purpose for disclosure and the time period during which the authorization is effective. A general authorization for the release of medical or other information, including communicable disease related information, is not an authorization for the release of HIV-related information unless the authorization specifically indicates its purpose as authorization for the release of HIV-related information and complies with the requirements of A.R.S. § 36-664(F).

- 13.1.2 Information regarding treatment for alcohol or drug abuse is afforded special confidentiality by Federal statute and regulation (42 U.S.C. § 290dd-2). This includes any information concerning a person's diagnosis or treatment from a federally assisted alcohol or drug abuse program or referral to a federally assisted alcohol or drug abuse program. The proper authorization form must be in writing and must contain each of the following specified items:
1. The name or general designation of the program making the disclosure;
 2. The name of the individual or organization that will receive the disclosure;
 3. The name of the person who is the subject of the disclosure;
 4. The purpose or need for the disclosure;
 5. How much and what kind of information will be disclosed;
 6. A statement that the person may revoke the authorization at any time, except to the extent that the program has already acted in reliance on it;
 7. The date, event or condition upon which the authorization expires, if not revoked before;
 8. The signature of the person or guardian; and
 9. The date on which the authorization is signed.
- 13.2 ADES/RSA will ensure protection of information disclosed to ADES/RSA by:
- 13.2.1 Maintaining confidentiality of Protected Health information (PHI)
- 13.2.2 Using or disclosing the PHI only as required by law or for the purpose for which the PHI was disclosed to the person;
- 13.2.3 Notifying AHCCCS when the person becomes aware that PHI confidentiality has been breached;
- 13.2.4 Ensuring that all records containing PHI created by contractor, from or on behalf of ADES/RSA will be retained for six (6) years from the date of creation or the date when it was last in effect, whichever is later.
- 13.3 Disclosure from ADES/RSA to AHCCCS will be the minimum necessary as needed for the purposes of this agreement; this may include:
1. Name and Current Contact Information
 2. Date of Birth
 3. Social Security Number
 4. ADES/RSA Eligibility determination
 5. ADES/RSA Order of Selection determination
 6. Assessment documents
 7. Psychological and vocational planning information, current
 8. Individualized Plan for Employment, current
 9. Progress reports, current
 10. Closure information
 11. ADES/RSA staff information, current
 12. Other information to the extent required to meet the purposes of this agreement.
- 13.4 Disclosure from AHCCCS to ADES/RSA will be the minimum necessary, as needed, for the purposes of this agreement.
- 13.4.1 For AHCCCS-eligible enrolled clients, the referral packet will include:
1. SMI Determination / 2nd Level Review,
 2. Annual Assessment (Part E),
 3. Service Plan,
 4. Service Plan Review/Update,
 5. Progress Notes (not to exceed 60 days),
 6. Medication Flow Sheet,

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7. Most recent Psychiatric Evaluation,
8. Most Recent Psychiatric Progress Note
9. Any relevant Vocational Assessment,
10. Crisis Plan,
11. If, in the medical record, the Arizona Disability Benefits 101 (AZ DB101) calculator summary, and
12. Other information to the extent required to meet the purposes of this agreement

14.0 APPLICABLE LAW

- 14.1. This agreement shall be governed and interpreted by the laws of the State of Arizona.

15.0 ARBITRATION

- 15.1. The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

16.0 AUDIT

- 16.1. In accordance with A.R.S. § 35-214, each Party shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Agreement

17.0 CONFLICT OF INTEREST

- 17.1. In accordance with A.R.S. § 38-511, the State may within three years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the agreement is in effect, becomes an employee or agent of any other party to the agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

18.0 DATA SHARING AGREEMENT

- 18.1. When determined by ADES that sharing of confidential data will occur with AHCCCS, AHCCCS shall complete an ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between AHCCCS and each ADES Program sharing confidential data.

19.0 IT 508 COMPLIANCE

- 19.1. Unless specifically authorized in the agreement any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and §§ 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

20.0 NON-AVAILABILITY OF FUNDS

- 20.1. In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by ADES at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21.0 NON-DISCRIMINATION

- 21.1. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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22.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

22.1. Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

23.0 ATTACHMENTS

23.1. The following list of attachments constitutes an integral part of subject agreement

23.1.1. RSA Behavioral Health Services Budget

24.0 EXHIBITS

24.1. The following list of exhibits constitutes an integral part of subject agreement:

24.1.1. Vocational Rehabilitation Referral Feedback Form (Exhibit A).