



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES" or "Department") and the Arizona Department of Health Services, Division of Behavioral Health Services ("ADHS/DBHS" or "Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §36-104 and 36-132

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Cathie G. Rodman (Signature)
Procurement Officer Signature

Cathie G. Rodman
Printed Name

Procurement Manager
Title

3-16-12
Date

DE 12-014938
ADES Contract Number

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, DIVISION OF BEHAVIORAL HEALTH SERVICES

Christine Ruth (Signature)
Signature

Christine Ruth
Printed Name

Chief Procurement Officer
Title

March 8, 2012
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Bohren
Assistant Attorney General

3/16/12
Date

By: [Signature]
Assistant Attorney General

3-6-12
Date

**1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 **ADES Vision:** EVERY CHILD, ADULT, AND FAMILY IN THE STATE OF ARIZONA WILL BE SAFE AND ECONOMICALLY SECURE.
- 1.2 **ADES Mission:** ADES PROMOTES THE SAFETY, WELL BEING, AND SELF SUFFICIENCY OF CHILDREN, ADULTS, AND FAMILIES.

**2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) between ADES, Rehabilitation Services Administration (RSA) and ADHS/DBHS is a third party cooperative arrangement, as defined by the Rehabilitation Act of 1973, as amended, and its implementing Regulations 34 CFR 361.28), for providing enhanced and structured vocational rehabilitation (VR) services to individuals diagnosed with a serious mental illness (SMI) (hereafter referred to as "mutual clients").
  - 2.1.1 RSA is the administration within ADES that provide Vocational Rehabilitation (VR) services to individuals with various disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
  - 2.1.2 ADHS/DBHS provides behavioral health services to individuals diagnosed with SMI as follows:
    - a. ADHS/DBHS through Regional Behavioral Health Authorities (RBHAs) provides behavioral health services to individuals who are diagnosed with SMI and who are TITLE XIX enrolled clients (see the ADHS/DBHS Covered Behavioral Health Services Guide at <http://www.azdhs.gov/bhs/> for descriptions of specific services);
    - b. ADHS/DBHS provides limited behavioral health services for those individuals diagnosed with SMI who are not eligible for TITLE XIX (see Service Package for Non-Title XIX/XXI Persons Determined to Have a Serious Mental Illness at <http://www.azdhs.gov/bhs/provider> for descriptions of specific services).

**3.0 TERM OF AGREEMENT**

- 3.1 **TERM**

The term of this Agreement shall have an effective date of October 01, 2011 and shall end on September 30, 2016, unless otherwise agreed upon by both parties in writing.
- 3.2 **EXTENSION**

This Agreement may be extended through a written amendment by mutual agreement of the parties.
- 3.3 **TERMINATION**
  - 3.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
  - 3.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. 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.
- 4.2 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:
  - 4.2.1 Change of telephone number;
  - 4.2.2 Change in authorized signatory.
  - 4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

## **5.0 DEFINITIONS**

NONE

## **6.0 PURPOSE OF AGREEMENT**

- 6.1 Service delivery is dependent upon a philosophy, within both the mental health and vocational rehabilitation systems that work and economic self-sufficiency are integral parts of recovery and planning for individuals diagnosed with SMI, and that meaningful work provides opportunities for their integration into community and reduces the need for expensive mental health interventions.
- 6.2 The purposes of this Agreement are as follows:
- 6.2.1 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.
- 6.2.2 Enhance program delivery methods and provide customized employment services to mutual clients by:
- a. Expanding and providing a continuum of services when transitioning from prevocational services to vocational services. Through service coordination between ADES/RSA and ADHS/DBHS, a structured statewide referral process will be implemented to ensure the quickest and highest level of care provided to mutual clients, while adhering to evidence-based practice.
  - b. Training RSA staff to become specialized in the aspects of serious mental illness to effectively serve mutual clients.
  - c. Reducing the current RSA eligibility determination period of sixty (60) days to thirty (30) days in an effort to expedite service delivery.
  - d. Ensuring coordination, cooperation and collaboration efforts between ADHS/DBHS and ADES/RSA through a coordinator position established by each agency.
  - e. Serving as a framework for bringing together the resources (non-monetary) of two systems, building upon existing efforts and facilitating a broad spectrum of joint State and local initiatives.
- 6.2.3 Achieve the full inclusion of community partners in the service delivery, including Community Rehabilitation Providers, persons receiving services, advocates, family members, employers, training facilities, and other pertinent stakeholders from communities.
- 6.2.4 Provide procedures for coordination of services, conditions, terms, and interagency dispute resolution.

## **7.0 MANNER OF FINANCING**

- 7.1 There is no funding available in SFY 2012. This section may be amended if funding becomes available.

## **8.0 SERVICE DESCRIPTION**

- 8.1 Joint and coordinated service delivery will be accomplished through:
- 8.1.1 Service provision to mutual clients in the most integrated setting possible to meet their vocational needs and integration in the community.
- 8.1.2 A continuum of service delivery when transitioning mutual clients within both service systems (e.g. prevocational services to vocational services, job placement services to extended supported employment services, etc.) as follows:
- a. ADHS/DBHS, through RBHAs, have clinical program sites. Clinical Team/Recovery Team members (e.g. Case Manager, Clinical Liaison, Psychiatrist/Nurse Practitioner, Rehabilitation Specialist, Nurse, Behavioral Health Service Providers, etc.) will develop and oversee Individualized Service Plans (ISP) ADES/RSA staff will be involved in ISP development.

- b. An RSA staff (e.g. VR Counselor, Unit Supervisor, and/or Rehabilitation Technician) will be assigned to each RBHA clinical program site.
  - 1. The assigned RSA staff will visit the clinical program site a minimum of one day per month to provide orientation to VR services and/or other VR services that clients may need. In addition, RSA staff may provide VR services at a local VR office or at an alternative community location that best meets the needs of the client.
  - 2. RSA staff is responsible for eligibility determination, development of an Individualized Plan for Employment (IPE) as well as the provision of those VR services that will assist clients in achieving their vocational goals.
  - 3. ADHS/DBHS in coordination with the Regional Behavioral Health Authorities (RBHAs) will provide functional workspace for ADES/RSA staff to carry out the service objectives. "Functional workspace" includes a private area with a desk and chairs, for ADES/RSA staff to meet with clients, and access to a phone and computer with internet if phone and internet access are available.
- 8.1.3 Advocacy through joint efforts to advocate for and link mutual clients to community services to maximize existing and available supports (e.g. Pell Grants, University/Community College Student Services, faith-based organizations, One-Stop Center, etc.) to facilitate integration into the community.
- 8.2 Clients served through this Agreement shall be eligible for any and all services that they may otherwise receive from ADES/RSA and ADHS/DBHS without this Agreement.

**9.0 RESPONSIBILITIES.**

ADES/RSA and ADHS/DBHS agree to the following responsibilities:

- 9.1 **JOINT RESPONSIBILITIES.** Both parties will:
  - 9.1.1 Provide training and technical assistance related to vocational programming as follows:
    - a. ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Coordinator for Behavioral Health will identify a list of trainings to be offered annually in conjunction with the RBHAs.
    - b. Training and technical assistance will be available to ADES/RSA and RBHA clinical 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:
      - 1. Community rehabilitation program staff and contracted providers,
      - 2. Persons receiving services, family members and advocates.
  - 9.1.2 Provide technical assistance to each other in areas specific to roles, contracting and understanding of processes, policies and regulations.
  - 9.1.3 If funds become available and upon agreement by both parties:
    - a. 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.
    - b. Establish a joint review and approval timeframe and process for funding proposals for development to ensure that projects funds are dispersed within 120 days of availability.
  - 9.1.4 Participate jointly in Program Review and Quality Improvement processes as follows:
    - a. ADES/RSA and ADHS/DBHS are responsible for conducting agency specific annual case file reviews and reporting any findings to the ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Coordinator for Behavioral Health.
    - b. ADES/RSA and ADHS/DBHS will use agency specific existing monitoring standards, whenever possible, when conducting reviews of mutual contracted providers. If unable to use existing monitoring standards, ADES/RSA and ADHS/DBHS will jointly develop monitoring standards and minimum program standards (e.g. array of jobs and settings, relationships with employers, outcomes).

- 9.1.5 Explore and agree to methods for improving programs and outcomes for persons diagnosed with serious mental illness in the following areas:
  - a. Statewide Performance Improvement Activities as outlined in the regional Quarterly Rehabilitation Progress Reports and Employment Initiatives in the regional Adult System of Care Plans.
  - b. ADES/RSA and ADHS/DBHS will actively participate in establishing, monitoring and tracking of statewide performance improvement activities to improve the quality and delivery of services through this agreement. During the third quarter of the fiscal year, ADHS/DBHS and ADES/RSA will jointly identify areas of focus for performance improvement activities. Performance improvement activities will be identified within 90 days of execution of this agreement for the first contract year. The focus areas will be based on recommendation from the IGA Advisory Committee.
- 9.1.6 Jointly apply for available Federal grants, when possible.
- 9.1.7 Engage in other activities and projects that lead to the recovery and employment of individuals diagnosed with serious mental illnesses.
- 9.1.8 Coordinate activities of the previously established Advisory Committee as follows:
  - a. Ensure that the committee is comprised of, at a minimum, the following members:
    - 1. ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator ;
    - 2. ADES/RSA Program Managers or their designees;
    - 3. ADHS/DBHS appointed RBHA Clinical Representatives;
    - 4. Mutual clients receiving services under this Agreement selected to participate based on recommendations from ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator and approved by the ADES/RSA and ADHS/DBHS administration;
    - 5. ADES/RSA and ADHS/DBHS contracted providers selected to participate based on recommendations from ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator and approved by the ADES/RSA and ADHS/DBHS administration; and
    - 6. Other interested parties will be informed of scheduled meetings and invited to attend as designated by ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator, such as Tribal RBHAs and other communities.
  - b. Organize meetings twice per year as follows:
    - 1. Review of ADHS/DBHS and ADES/RSA Quarterly Reports;
    - 2. Develop recommendations for the resolution of identified operational issues;
    - 3. Review and make recommendations for all parties involved in serving this target population regarding trainings, performance improvement activities, and service development projects;
    - 4. Forward minutes of the meetings to ADES/RSA and ADHS/DBHS management;
    - 5. Develop subcommittees as necessary.

**9.2 ADHS/DBHS RESPONSIBILITIES**

- 9.2.1 ADHS/DBHS shall include the Agreement's requirements as a contract terms in its contracts with RBHA.
- 9.2.2 Provide behavioral health services to mutual clients, to include prevocational and Extended Supported Employment (ESE) services.
  - a. If, due to locality, this is not possible, it is RBHA'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 individuals who have become enrolled in TITLE XIX, and who will need such supports.
  - b. ESE services include, but are not limited to:

1. Assistance in maintaining employment to include:
    - a. Job coaching, which consists of regular contacts with the client, client's parents or guardians (if applicable), and/or the employer;
    - b. Job counseling and/or job monitoring and related support services;
  2. 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.
- c. Provision of ESE services:
1. Mutual clients who are enrolled in TITLE XIX will be offered ESE services by RBHA's contracted providers or funded directly by the RBHA. RSA will coordinate with the Clinical Team and the client the completion of a Coordination of Extended Supported Employment Form (Exhibit A) to secure funding for this service prior to IPE implementation.
  2. Mutual clients who are not enrolled in TITLE XIX do not receive RBHA funded ESE services. For these clients, prior to IPE implementation, ADES/RSA will pursue with determining Natural Supports in lieu of RBHA funded ESE services. If Natural Supports cannot be determined, then the RSA client will not be eligible for VR Supported Employment services, which are conditioned upon the availability of funding for ESE services.
- 9.2.3 Ensure that RBHAs participate in the activities outlined in this Agreement, including the development of collaborative protocols with ADES/RSA. The protocols shall specify the provision of ESE services by RBHAs and the mechanisms for communicating any changes in client ADES/RSA status.
- 9.2.4 Ensure that vocational rehabilitation needs of TITLE XIX clients are addressed in their Individual Service Plans (ISPs) as follows:
- a. RBHAs are responsible for initiating ISPs.
  - b. 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 ISPs.
  - c. VR Counselors are responsible for providing recommendations for open, eligible, and active VR clients, to be incorporated into clients' ISPs and for completing Individual Service Plan Participation / Recommendation Form (Exhibit B).
  - d. RBHAs are responsible for incorporating the information provided by VR Counselors into clients' ISPs. If a RBHA chooses to utilize an existing method to extrapolate the exact information requested in Attachment B, the method shall be submitted to the ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Coordinator for Behavioral Health for approval prior to use.
- 9.2.5 Establish an ADHS/DBHS Statewide Employment and Rehabilitation Coordinator position whose primary function is to oversee the requirements in the IGA including:
- a. Co-facilitating meetings/trainings with the ADES/RSA Statewide Coordinator for Behavioral Health, including IGA Advisory Committee meeting to be held twice a year rotationally within each region and additional ad hoc meetings if necessary;
  - b. Co-facilitating quarterly IGA Core Group Meetings;
  - c. Planning and proposing new programs and initiatives;
  - d. Joint program review;
  - e. Maintaining consistency of provision of services; and
  - f. Oversight of the regional Quarterly Rehabilitation Progress Reports and Employment Initiatives in the regional Adult System of Care Plans.
- 9.2.6 In conjunction with the RBHAs, hold regular coordination meetings (at least once per quarter) within each region involving community providers, ADES/RSA staff and representative clinical staff to facilitate communication and planning. Participate and assist in the training of providers, counselors, and clinical teams.

### 9.3 ADES/RSA RESPONSIBILITIES

- 9.3.1 Provide vocational rehabilitation services to assist mutually eligible clients to become self-sufficient through meaningful and sustained work in support of their recovery process. An Individualized Plan for Employment (IPE) for each eligible client will be developed and the specific vocational rehabilitation services needed to achieve the employment outcome will be provided. 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;
  - g. Supported employment services will be provided consistent with the person's individual needs, and until job stability is achieved;
  - h. Vocational support services such as tools, supplies and assistive technology services (including adaptive aids/devices, etc.), as needed.
- 9.3.2 Train VR counselors to work with mutual clients in coordination with RHBA staff by:
- a. Participating at the highest level possible, but at a minimum of one time per month, as a member of the clinical/recovery team or upon request to:
    1. Discuss a potential referral when an individual intends to work
    2. Provide recommendations and/or information for those currently receiving vocational services through ADES/RSA.
    3. Coordinate with the Clinical Team the following:
      - a. Completion of a Coordination of Extended Supported Employment Form (Attachment A) to secure funding for this service prior to IPE implementation.
      - b. After the client's achievement of a successful employment, transition from VR supported employment program to RHBA funded ESE service.
    4. For the clients who receive ESE services, participate in Annual Review meetings for clients closed as successfully rehabilitated by the ADES/RSA program to determine ongoing needs of the person.
  - b. Discussing issues that may arise during the collaborative process and develop strategies to correct deficiencies and improve performance.
- 9.3.3 Provide vocational rehabilitation services through VR Counselors and/or service providers to meet the vocational needs of mutual clients.
- 9.3.4 Establish a ADES/RSA Statewide Behavioral Health Coordinator position whose primary functions will be to:
- a. Monitor and evaluate requirements of this agreement;
  - b. Ensure that all goals and objectives assigned to ADES/RSA under this agreement are met;
  - c. Cooperate and coordinate with the ADHS/DBHS Statewide Employment and Rehabilitation Coordinator the service provision under this agreement;
  - d. Plan and propose new programs and initiatives;
  - e. Jointly with ADHS/DBHS Statewide Employment and Rehabilitation Coordinator participate in program review to maintain consistency of the service provision;
  - f. Provide technical support to ADES/RSA staff directly involved in the service delivery under this agreement;
  - g. Facilitate an annual Statewide Training for VR staff members who work with Behavioral Health mutual clients.

### 10.0 REPORTING REQUIREMENTS

10.1 ADHS/DBHS will submit to ADES/RSA Quarterly Reports to include the statistical penetration rate of mutual enrolled clients within both systems.

10.2 ADES/RSA will submit to ADHS/DBHS Quarterly Reports to include the following data:

10.2.1 Programmatic data:

- a. Number of applicants per region;
- b. Client eligibility/acceptance rates per region;
- c. Cumulative number of clients served per region;
- d. Median number of days from an ADES/RSA referral to an approved IPE;
- e. Number of persons placed on a waiting list as a result of the Order of Selection;
- f. Number of clients engaged in vocational activities (e.g. work experiences, preparation for work, supported employment, etc.) during the period;
- g. Data for persons successfully employed, including retention of employment, average wage and hours employed;
- h. Number of successful closures with ESE plan recommendations;
- i. Number of "reopened" cases and/or served in post-employment status (for persons who were successfully employed and closed);
- j. Number of VR Counselors who are working with mutual clients, both by Statewide and by RBHA;
- k. Number of caseloads of VR Counselors who are working with mutual clients;
- l. Percentage of clients with an SMI diagnosis on the designated caseload of the VR Counselors under this agreement.

10.2.2 Network/Service Delivery data

- a. Providers lost and/or gained that are jointly contracted with ADES/RSA and RBHAs, including the name of provider, contracted capacity, counties served, and an analysis of the impact on the sufficiency of the network, as applicable.
- b. Where, as a result of the loss of a provider, service provision or availability is impacted, ADES/RSA and ADHS/DBHS will develop a plan for addressing the gap and the plan for transitioning persons to appropriate alternate services.

10.2.3 Training data

- a. Trainings provided under this IGA during the quarter including a summary of the training evaluations and number of attendees, as applicable, including the cross-training of VR Counselors who are working with mutual clients.
- b. List of upcoming trainings to be conducted in the next quarter.

10.2.4 A protocol for developing joint programs/projects will be developed if funds are available.

10.3 Respective Quarterly Reports will be sent to the following addresses:

10.3.1 AZ Department of Economic Security

Rehabilitation Services Administration  
ATTN: ADES/RSA Statewide Behavioral Health Coordinator  
1789 W. Jefferson St. 2NW Site Code 930A  
Phoenix, AZ 85007-3202

10.3.2 Arizona Department of Health Services

Division of Behavioral Health  
ATTN: ADHS/DBHS Statewide Employment and Rehabilitation Coordinator  
150 North 18<sup>th</sup> Avenue  
Phoenix, AZ 85007

10.4 Quarterly Reports will be submitted according to the following schedule:

<u>Due Date:</u>	<u>For the reporting period:</u>
October 15	July 1 through September 30
January 15	October 1 through December 31

April 15  
August 15

January 1 through March 31  
April 1 through June 30

**11.0 PAYMENT REQUIREMENTS**

11.1 No payment transactions will transpire in SFY 2012 due to lack of funding. This section may be amended once funding is available.

**12.0 NOTICES**

12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

Organization:

Arizona Department of Health Service

Division of Behavioral Health

ATTN: ADHS/DBHS Statewide Employment and Rehabilitation Coordinator

150 North 18<sup>th</sup> Avenue

Phoenix, AZ 85007

12.2 All notices to the ADES 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

1789 W. Jefferson St. 2NW Site Code 930A

Phoenix, AZ 85007-3202

**13.0 DISPOSITION OF PROPERTY**

NONE

**14.0 OTHER MATTERS**

14.1 ADHS/DBHS 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. However, ADHS/DBHS 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 (ADHS/DBHS) 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 (ADHS/DBHS) as required by law. The *Arnold v. Sam* Joint Stipulation on Exit Criteria and Disengagement legally mandates ADHS/DBHS 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 ADHS/DBHS to use funding reserved for individuals with Serious Mental Illness to provide vocational rehabilitation and other support services. ARS §36-3407 (6) requires ADHS/DBHS to contract for the provision of vocational rehabilitation services. Therefore, ADHS/DBHS, RBHAs, and RBHA 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 IGA. ADES/RSA and ADHS/DBHS shall comply with the provisions of the Arizona Administrative Code R6-4-405 for sharing client information with other agencies, individuals, or employers.

14.2 ADES/RSA will ensure protection of information disclosed to ADES/RSA by:

- 14.2.1 Maintaining confidentiality of Protected Health Information (PHI);
- 14.2.2 Using or disclosing the PHI only as required by law or for the purpose for which the PHI was disclosed to the person;
- 14.2.3 Notifying ADHS/DBHS when the person becomes aware that PHI confidentiality has been breached;
- 14.2.4 Ensuring that all records containing PHI created by contractor, from or on behalf of the 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.
- 14.3 Disclosure from ADES/RSA to ADHS/DBHS will be the minimum necessary as needed for the purposes of this agreement; this may include:
  - a. Name and Current Contact Information
  - b. Date of Birth
  - c. Social Security Number
  - d. ADES/RSA Eligibility determination
  - e. ADES/RSA Order of Selection determination
  - f. Assessment documents
  - g. Psychological and vocational planning information, current
  - h. Individualized Plan for Employment, current
  - i. Progress reports, current
  - j. Closure information
  - k. ADES/RSA staff information, current
  - l. Other information to the extent required to meet the purposes of this agreement.
- 14.4 Disclosure from ADHS/DBHS to ADES/RSA will be the minimum necessary, as needed, for the purposes of this agreement.
  - 14.4.1 For TITLE XIX enrolled clients, the referral packet will include:
    - a. SMI Determination / 2<sup>nd</sup> Level Review,
    - b. Annual Assessment (Part E),
    - c. Individual Service Plan,
    - d. Individual Service Plan Review/Update,
    - e. Progress Notes,
    - f. Medication Flow Sheet,
    - g. Psychiatric Evaluation,
    - h. Any relevant Vocational Assessment,
    - i. Copy of driver's license / State issued I.D. / Social Security Card,
    - j. SSA Award Letter, and
    - k. Other information to the extent required to meet the purposes of this agreement
  - 14.4.2 For Non-TITLE XIX enrolled clients, the point of contact for ADES/RSA to request a referral packet from ADHS/DBHS is the Acute Health Plan Provider Coordinator (AHPPC), or its designee. The AHPPC is accountable to determine the method that will result in the most efficient referral process, per RBHA. The referral packet will include:
    - a. Initial Assessment, including SMI Determination,
    - b. Psychiatric Progress Notes, and
    - c. Any other pertinent information, based upon availability of such Information, to assist in making an expedited eligibility decision.

## **15.0 APPLICABLE LAW**

- 15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

## **16.0 ARBITRATION**

16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

**17.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**

17.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

1. Reduce payments or units authorized;
2. Accept a decrease in price offered by the contractor
3. Cancel the Agreement
4. Cancel the Agreement and re-write the requirements.
5. The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

**18.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

18.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

**19.0 CONFLICT OF INTEREST**

19.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, 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.

**20.0 DATA SHARING AGREEMENT**

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

**21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

21.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

21.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the

Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

## 22.0 INDEMNIFICATION

### 22.1 Indemnification for Contractor:

22.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### 22.2 Indemnification for Subcontractor

22.2.1 In addition, ADHS/DBHS shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of ADHS/DBHS contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

## 23.0 INSURANCE REQUIREMENTS

23.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.

### 23.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"**.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease - Each Employee \$ 500,000
  - Disease - Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the

appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
  1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**24.0 IT 508 COMPLIANCE**

- 24.1 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. § 41-2531 and §2532 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.

**25.0 NON-AVAILABILITY OF FUNDS**

- 25.1 In accordance with ARS § 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 the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**26.0 NON-DISCRIMINATION**

- 26.1 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.

**27.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

- 27.1 Due to security and identity protection concerns, direct services under this contract 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 contract. This provision applies to work performed by subcontractors at all tiers.

**28.0 RIGHT OF OFFSET**

- 28.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**29.0 SCRUTINIZED BUSINESS**

- 29.1 In accordance with ARS §35- 391.06 and ARS §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

**30.0 ATTACHMENTS**

- 30.1 None.

**31.0 EXHIBITS:**

- 31.1 Coordination of Extended Supported Employment Form (Exhibit A)  
31.2 Individual Service Plan Participation/Recommendation Form (Exhibit B)



ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Rehabilitation Services Administration  
**Coordination of Extended Supported Employment Services**

**PART 1. NEED FOR EXTENDED SUPPORTED EMPLOYMENT (ESE) SERVICES**

(To be completed after VR Eligibility determination - prior to IPE implementation)

Client's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address (No., Street, City, State) \_\_\_\_\_

VR Counselor's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

BHS/RBHA or DDD Case Manager/Spt Coordinator: \_\_\_\_\_ Phone #: \_\_\_\_\_

Clinic Site: \_\_\_\_\_

Major Disabling Condition(s):  DD  SMI  Other (Specify): \_\_\_\_\_

Extended supported employment (ESE) services will be needed in order for this individual to maintain employment upon successful completion of the VR program (a copy of a complete VR IPE will be provided to appropriate rep).

The planned source for ESE services will be:  
 DDD  ADHS/RBHA  Other (Specify): \_\_\_\_\_

Planned Completion (i.e. Projected VR Status 22 Date when ESE will begin) date: \_\_\_\_\_

**Certification that all parties concur with this IPE, and are committed to support this plan (including the provision of all necessary extended supported employment services) when the VR IPE is completed:**

BHS/RBHA or DDD Representative: \_\_\_\_\_ Date: \_\_\_\_\_

VR Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**PART II. PLAN FOR PROVISION OF EXTENDED EMPLOYMENT SUPPORTS**

(To be completed when a client is successfully employed and VR IPE services are completed (Status 22))

Actual date on which client was determined to be successfully employed (Status 22): \_\_\_\_\_

Client is currently employed and receiving employment support services:  Yes  No

Employer's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Employer's Address (No., Street, City): \_\_\_\_\_

Name of Employer Contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Number of hours working per week (minimum is 10): \_\_\_\_\_ Wages paid per hour: \_\_\_\_\_

**Provider of Extended Supported Employment Services:**

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Phone #: \_\_\_\_\_

Describe the ongoing employment support service(s) the client is/will be receiving while employed.

Type/level of support services: \_\_\_\_\_  
\_\_\_\_\_

Frequency of Contacts: \_\_\_\_\_

Source(s) of Payment: \_\_\_\_\_

Describe client's employment and how this employment (Status 22) is "successful" (in terms of: its consistency with client's "strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice"; level of integration and wages; availability of benefits; and stability ).

Job Title: \_\_\_\_\_

Job Duties: \_\_\_\_\_

This employment can be considered successful at this time because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Besides job coaching, what other continuing involvement of DDD, RBHA, school, and/or significant others is being provided in supporting client's continuing employment (e.g. maintenance of an IRWE, case management, transportation or other supports, group home, etc.).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Planned Annual Review date: \_\_\_\_\_

Certification that this transition plan has been discussed and agreed on by all parties. This plan provides for all of the necessary supports needed for this client to remain employed:

BHS/RBHA or DDD Representative Signature:	Date:
VR Representative Signature:	Date:
BHA/ESS Representative Signature (if different):	Date:
Provider of Supported Employment Svcs Signature:	Date:
Client's Signature:	Date:
Parent/Guardian Signature:	Date:

Exhibit B

Date:

**Individual Service Plan  
Participation / Recommendation Form**

This form is to be initiated by the T/RBHA and completed by the RSA VR Counselor, upon request of member's clinical team, on the clients who are open, eligible and active in the VR Program

RSA VR Counselor Name:	Date Needed By:
Member Name:	Member DOB:
Please mark one or more of the following, that best describe(s) the member's status in the VR Program:	
Currently in Individualized Plan for Employment (IPE), but not actively pursuing goal at this time	<input type="checkbox"/>
Currently in Individualized Plan for Employment (IPE), and actively pursuing vocational goal	<input type="checkbox"/>
Currently employed	<input type="checkbox"/>
Currently in school or training program	<input type="checkbox"/>
Other:	<input type="checkbox"/>
In the space below, please describe the member's vocational goal. What type of employment does the member wish to pursue?	
In the space below, please describe any and all activities the member is currently working on to reach employment goal (this may include volunteer work):	
In the space below, please list any additional information that may be helpful for the Clinical Team to know about the member or that should be included in the Individual Service Plan:	

Please complete this form and return to the clinical team before the client's scheduled Adult Team Meeting / ISP Planning Meeting.

\*\*\* This form should be filed in the member's medical record with the ISP \*\*\*



DEPARTMENT OF ECONOMIC SECURITY  
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT  
CONTRACT AMENDMENT

1 CONTRACTOR (Name and address)  Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services 1740 W Adams St Rm 303 Phoenix, AZ 85007-2602	2 CONTRACT ID NUMBER  DE12-014938 HG232026
	3 AMENDMENT NUMBER  1

4 THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, the following changes are made:

- 1) The Intergovernmental Agreement is modified according to the changes listed in Attachment 1, SUMMARY OF CHANGES
- 2) Attachment 2, the RSA Behavioral Health Services Budget for the period from 04/01/2013 through 06/30/2013, in the amount of \$1,490,288.00 for Coordination of Services to SMI Clients services, is attached and added to this agreement
- 3) The transfer Match Amount to be paid by the Arizona Department of Health Services is \$317,431.00 in non-Federal funds.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.  
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7 ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8 NAME OF CONTRACTOR Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Rita Schmidt</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Christine Ruth</i>
TYPED NAME Elizabeth G. Csaki, CPPB <i>Rita Schmidt</i>	TYPED NAME <i>Christine Ruth</i>
TITLE Manager, Contract Administration Unit <i>Deputy CPO.</i>	TITLE <i>Chief Procurement Officer</i>
DATE <i>6/10/13</i>	DATE <i>5/28/13</i>

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services

By: *Barbara M. Roberts*  
Assistant Attorney General

By: *Laura Flors*  
Public Agency Legal Counsel

Date: *6/4/13*

Date: *5-28-13*

## 1) The following paragraphs are added to Section 7. MANNER OF FINANCING:

- 7.2 Both Parties agree to fund the service provision under this Agreement as follows:
  - 7.2.1 The Contractor shall transfer to ADES/ RSA, in non-federal dollars, twenty-one and three tenths percent (21.3%) of the total estimated cost stated in the Annual Budget (Attachment 2). This amount represents the ADHS/DBHS funding contribution for the service provision under this Agreement.
  - 7.2.2 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 VR program and fulfillment of its responsibilities under this Agreement.
- 7.3 An Annual Budget shall be mutually agreed upon by both Parties and added to this agreement. Any modifications to this document shall be:
  - 7.3.1 Consistent with the goals of this Agreement, and
  - 7.3.2 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 if the increase is offset by an equal value decrease in another budget category or categories.
- 7.4 ADES/RSA will submit an annual budget to ADHS/DBHS that lists the number of funded FTEs by each of the agreed on service delivery areas in the following categories
  - 7.4.1 Vocational Rehabilitation Counselors;
  - 7.4.2 Field Support staff (such as rehabilitation technicians, purchasing and payment technicians, clerical support);
  - 7.4.3 Central Office Administration and ADES/RSA Regional staff supported under this agreement; and
  - 7.4.4 Purchase of VR services for clients being served under this program.

## 2) The following paragraphs are added to Section 10, REPORTING REQUIREMENTS:

- 10.5 Administrative (Fiscal/Staffing) data
  - 10.5.1 Expenditures for contracted and non-contracted services in the following budget categories: Personnel, Employee Related Expenditures, Professional & Outside Services, Equipment, Travel, Aide to Organizations, Other Operating Expenses, IT Direct & Indirect charges, if applicable
  - 10.5.2 Number of ADES/RSA staff for each region, including the amount of time (% of FTE) dedicated to activities and services delivered under this agreement, at the end of each quarter
  - 10.5.3 Whether the overall average of ADES/RSA Counselor's caseloads exceed 65 individuals if providing services solely to individuals with serious mental illness or 90 if providing services to multiple populations. When the caseloads exceed these averages, a meeting will be conducted within 10 business days between ADES/RSA & ADHS/DBHS Statewide IGA and Employment Coordinators to identify strategies and/or mechanisms to address areas of concern (e.g. redistribution of caseloads, reassignment of staff, hiring additional staff)

## 3) The following paragraphs are added to Section 11, PAYMENT REQUIREMENTS:

- 11.2 ADES/RSA will invoice the ADHS/DBHS for the funding contribution within fifteen (15) calendar days following the execution of this Agreement and quarterly thereafter by the 1<sup>st</sup> (first) day of July, October, January and April.
- 11.3 ADHS/DBHS shall transfer its funding contribution to ADES/RSA within fifteen (15) calendar days upon receipt of ADES/ RSA's invoice.
- 11.4 ADES/RSA will submit its invoices for the funding contribution to:  
ADHS/DBHS

**Attachment 1**

**SUMMARY OF CHANGES**

ATTN: Cynthia Layne  
150 North 18<sup>th</sup> Ave, Suite 250  
Phoenix, AZ 85007

- 11.5 ADHS/DBHS shall submit its funding contribution to:  
AZ Department of Economic Security  
ATTN: RSA, Finance and Budget Unit;  
PO BOX 6123; Site Code 930A  
Phoenix, Arizona 85005
  
- 11.6 ADES/RSA shall report to ADHS/DBHS an estimate of any unearned or unused ADHS/DBHS funds that have been advanced to ADES/RSA by June 1. ADHS/DBHS will notify ADES/RSA if these funds can be carried forward to the following year to be used for programs/projects jointly developed and approved by ADHS/DBHS and ADES/RSA. Actual unearned or unused ADHS/DBHS funds that have been advanced to ADES/RSA and remain in its possession at the end of each year shall be reported to ADHS/DBHS within 30 days of state fiscal year end. In some cases, unused or unearned funds may need to be returned to ADHS. This will be dependent on the funding source used for state match and the amount of unused funds.
  
- 11.7 Substantial changes to the budget shall be reviewed and approved by both ADHS/DBHS 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.

RSA Behavioral Health Services Budget 04/01/2013 - 06/30/2013								
	Maricopa County District 1	Southern Arizona District 2	Northern Arizona District 3	Yuma/ La Paz Counties District 4	Pinal/Gila Counties District 5	Cochise/Safford Counties District 6	RSA Administration Central	Total

<b>Total FTE</b>	21.3	6.8	3.8	1.5	1.4	0.8	1.3	36.8
<b>Operating</b>								
PERSONNEL SERVICES (Wages) (60)	209,523	66,699	40,391	14,293	14,196	7,915	17,531	370,548
ERE (Benefits) (61)	97,889	31,162	18,871	6,678	6,632	3,698	8,190	173,120
PROFESSIONAL & OUTSIDE SVCS (62)	-	3	3	3	3	3	3	18
IN-STATE TRAVEL (65)	7,736	2,479	1,381	530	511	289	525	13,451
ALL OTHER OPERATING (70)	22,908	7,341	4,089	1,571	1,512	856	1,076	39,352
OCCUPANCY (77)	18,114	5,804	3,233	1,242	1,196	677	851	31,117
CAPITAL OUTLAY (82)	-	-	-	-	-	-	-	-
EQUIPMENT ≥ 5000 (84)	-	-	-	-	-	-	-	-
EQUIPMENT ≤ 5000 (85)	44,698	14,323	7,978	3,066	2,950	1,670	2,100	76,785
<b>SUB TOTAL</b>	<b>400,868</b>	<b>127,811</b>	<b>75,945</b>	<b>27,382</b>	<b>27,001</b>	<b>15,109</b>	<b>30,277</b>	<b>704,392</b>
INDIRECT	28,181	8,985	5,339	1,925	1,898	1,062	2,128	49,519
<b>Operating Total</b>	<b>429,049</b>	<b>136,796</b>	<b>81,284</b>	<b>29,307</b>	<b>28,899</b>	<b>16,171</b>	<b>32,405</b>	<b>753,911</b>
<b>CLIENT EXPENDITURES (69)</b>	<b>407,227</b>	<b>163,624</b>	<b>108,448</b>	<b>30,442</b>	<b>15,221</b>	<b>9,513</b>	<b>1,903</b>	<b>736,377</b>
<b>TOTAL</b>	<b>836,276</b>	<b>300,419</b>	<b>189,733</b>	<b>59,748</b>	<b>44,120</b>	<b>25,684</b>	<b>34,308</b>	<b>1,490,288</b>
21.3%	178,127	63,989	40,413	12,726	9,397	5,471	7,308	317,431
78.7%	658,149	236,430	149,319	47,022	34,722	20,213	27,000	1,172,856

	Maricopa County District 1	Southern Arizona District 2	Northern Arizona District 3	Yuma/ La Paz Counties District 4	Pinal/Gila Counties District 5	Cochise/Safford Counties District 6	RSA Administration Central	Total
<b>Staff Ratio</b>								
Rehab Svcs Spct 3 FTE	13.1	4.2	2.3	0.9	0.9	0.5	0.0	21.9
Supervisor FTE	1.6	0.5	0.3	0.1	0.1	0.1	0.0	2.7
Purchasing Tech FTE	3.3	1.0	0.6	0.2	0.2	0.1	0.0	5.5
Rehab Svc FTE	3.3	1.0	0.6	0.2	0.2	0.1	0.0	5.5
RSA BHS Coordinator FTE	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0
RSA Support Staff FTE	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3
<b>Total FTE</b>	<b>21.3</b>	<b>6.8</b>	<b>3.8</b>	<b>1.5</b>	<b>1.4</b>	<b>0.8</b>	<b>1.3</b>	<b>36.8</b>



DEPARTMENT OF ECONOMIC SECURITY  
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT  
CONTRACT AMENDMENT

1 CONTRACTOR (Name and address)  Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services 1740 W Adams St Rm 303 Phoenix, AZ 85007-2602	2 CONTRACT ID NUMBER  DE12-014938 HG232026
	3 AMENDMENT NUMBER  2

4 THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, the RSA Behavioral Health Services Budget, SFY 2014 for the period from 07/01/2013 through 06/30/2014, in the amount of \$8,096,155 00 for Coordination of Services to SMI Clients services, is attached and added to this agreement.

The Match Amount to be paid by the Arizona Department of Health Services is \$1,724,481 00.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.  
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7 ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8 NAME OF CONTRACTOR Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Elizabeth G. Csaki</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Christine Ruth</i>
TYPED NAME Elizabeth G. Csaki, CPPB <i>Rita Schmidt Deputy CPO</i>	TYPED NAME Christine Ruth
TITLE Manager, Contract Administration Unit <i>Deputy CPO</i>	TITLE Chief Procurement officer
DATE <i>6/10/13</i>	DATE <i>5/28/13</i>

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services

By: *Barbara M. Behm*  
Assistant Attorney General

By: *Laura Jones*  
Public Agency Legal Counsel

Date: *6/4/13*

Date: *5-28-13*

RSA Behavioral Health Services Budget July 1, 2013 - June 30, 2014								
	Maricopa County District 1	Southern Arizona District 2	Northern Arizona District 3	Yuma/ La Paz Counties District 4	Pinal/Gila Counties District 5	Cochise/Safford Counties District 6	RSA Administration Central	Total

	Total FTE	44.8	14.7	8.6	1.5	2.0	1.0	1.4	74.0
<b>Operating</b>									
	PERSONNEL SERVICES (Wages) (60)	1,364,547	461,851	271,031	51,824	60,414	31,410	66,979	2,308,056
	ERE (Benefits) (61)	637,517	215,777	126,626	24,212	28,225	14,675	31,293	1,078,324
	PROFESSIONAL & OUTSIDE SVCS (62)	-	-	-	-	-	-	-	-
	IN-STATE TRAVEL (65)	54,400	17,868	10,386	2,025	2,313	1,236	2,199	90,427
	ALL OTHER OPERATING (70)	161,083	55,209	30,755	5,996	6,849	3,660	4,689	268,243
	OCCUPANCY (77)	127,374	43,656	24,319	4,741	5,416	2,894	3,708	212,108
	CAPITAL OUTLAY (82)	-	-	-	-	-	-	-	-
	EQUIPMENT ≥ 5000 (84)	-	-	-	-	-	-	-	-
	EQUIPMENT ≤ 5000 (85)	89,681	29,456	17,123	2,925	3,910	2,034	2,328	147,457
	<b>SUB TOTAL</b>	<b>2,434,602</b>	<b>823,817</b>	<b>480,241</b>	<b>91,724</b>	<b>107,127</b>	<b>55,909</b>	<b>111,195</b>	<b>4,104,616</b>
	INDIRECT	171,152	57,914	33,761	6,448	7,531	3,930	7,817	288,554
	<b>Operating Total</b>	<b>2,605,754</b>	<b>881,731</b>	<b>514,002</b>	<b>98,173</b>	<b>114,658</b>	<b>59,839</b>	<b>119,012</b>	<b>4,393,170</b>
	CLIENT EXPENDITURES (69)	2,278,109	748,260	434,957	84,802	96,863	51,662	8,333	3,702,985
	<b>TOTAL</b>	<b>4,883,863</b>	<b>1,629,991</b>	<b>948,959</b>	<b>182,974</b>	<b>211,522</b>	<b>111,500</b>	<b>127,345</b>	<b>8,096,155</b>
	21.3%	1,040,263	347,188	202,128	38,974	45,054	23,750	27,124	1,724,481
	78.7%	3,843,600	1,282,803	746,831	144,001	166,468	87,751	100,220	6,371,674

	Maricopa County District 1	Southern Arizona District 2	Northern Arizona District 3	Yuma/ La Paz Counties District 4	Pinal/Gila Counties District 5	Cochise/Safford Counties District 6	RSA Administration Central	Total
<b>Staff Ratio</b>								
Rehab Svcs Spct 3 FTE	27.5	9.1	5.3	0.9	1.2	0.6	0.1	44.8
Supervisor FTE	3.4	1.1	0.7	0.1	0.2	0.1	0.0	5.6
Purchasing Tech FTE	6.9	2.3	1.3	0.2	0.3	0.2	0.0	11.2
Rehab Svc FTE	6.9	2.3	1.3	0.2	0.3	0.2	0.0	11.2
RSA BHS Coordinator FTE	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0
RSA Support Staff FTE	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3
<b>Total FTE</b>	<b>44.8</b>	<b>14.7</b>	<b>8.6</b>	<b>1.5</b>	<b>2.0</b>	<b>1.0</b>	<b>1.4</b>	<b>74.0</b>