



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERAGENCY SERVICE AGREEMENT (ISA)

Contract between the Arizona Department of Economic Security ("ADES" or the "Department") and the Arizona Department of Education ("ADE" or the "Contractor").

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

THEREFORE, it is agreed that the ADES and the Contractor shall abide by all the terms and conditions of this agreement.

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:

Cathy G. Rodman
Procurement Officer Signature

Cathy G. Rodman
Printed Name

Procurement Manager
Title

10-16-12
Date

DE13-033866
ADES Contract No.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF EDUCATION

Lupita Gomez
Signature

Lupita Gomez
Printed Name

Chief Procurement Officer
Title

10/14/12
Date

## **1.0 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: The Arizona Department of Economic Security (ADES) promotes the safety, wellbeing, and self-sufficiency of children, adults, and families.
- 1.3 ADE Mission: The mission of the Arizona Department of Education (ADE) is to serve Arizona's education community, ensuring every child has access to an excellent education. ADE, Exceptional Student Services assists public education agencies in ensuring that all youth with disabilities eligible for special education services under the Individuals with Disabilities Education Act receive a free appropriate public education in order to facilitate positive post-school outcomes.
- 1.4 RSA Mission: ADES/RSA will partner with eligible individuals with disabilities to achieve employment and enhance independence by offering comprehensive services and supports.
- 1.5 DDD Mission: The mission of the Division of Developmental Disabilities is to support the choices of individuals with disabilities and their families by promoting and providing within communities flexible, quality, consumer-driven services and supports.

## **2.0 PARTIES**

- 2.1 This Interagency Service Agreement is between the Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) (hereafter referred to as "ADES/RSA"); the Arizona Department of Economic Security, Division of Developmental Disability (hereafter referred to as "ADES/DDD"); and the Arizona Department of Education, (hereafter referred to as "ADE").
- 2.2 ADE is required by the Individuals with Disabilities Education Act (IDEA) as amended and its implementing regulations (34CFR §300.154) to have interagency agreements in place to ensure that appropriate transition services are available for students with disabilities at public education agencies (PEAs).
- 2.3 ADES/RSA is required by the Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR §361.22) to have a formal interagency agreement with the State educational agency to facilitate the transition of students with disabilities.
- 2.4 ADES/DDD provides eligible individuals with employment supports and other services under the authority of State law and AHCCCS waiver from the Centers for Medicare and Medicaid Services (CMS).

## **3.0 TERM OF AGREEMENT**

### **3.1 TERM**

This agreement will be effective on the date of last signature and will end on June 30, 2017.

### **3.2 EXTENSION**

- 3.2.1 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.

### 3.4 **PRIOR SERVICES**

3.4.1 The parties agree that if similar services were provided by the Contractor prior to the start date of this agreement, those services will be compensated under this agreement.

### 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:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

### 5.0 **DEFINITIONS**

5.1 PEA: is a public education agency.

5.2 Transition Services: coordinated set of activities and course of study for a student with a disability that is focused on improving the academic and functional achievement of the student to facilitate the Student's transition from school to post-school activities (see 7.3.2.5 for complete definition).

### 6.0 **PURPOSES OF AGREEMENT**

6.1 The purposes of this agreement are to:

- 6.1.1 Establish a Statewide, interagency collaboration of transition services to serve as a framework for bringing together the resources of the three parties in order to:
  - a. Facilitate seamless transition of high school students with disabilities from high school to the world of work and maximize their employability and integration into the workforce and the community;
  - b. Ensure the coordination, cooperation and collaboration of all three parties.
- 6.1.2 Facilitate the full inclusion of community partners in the collaboration, including community providers, consumers, advocates, family members, employers, training facilities and other pertinent stakeholders.
- 6.1.3 Identify procedures for coordination of services, conditions, terms, financial responsibilities, and interagency dispute resolution.

### 7.0 **SERVICE DESCRIPTION**

7.1 Individuals to be served

- 7.1.1 The intent of this agreement is to coordinate the provision of transition services to all eligible high school students with disabilities who are:
  - a. Receiving special education services;
  - b. Diagnosed with a disability but do not receive any special education services from a PEA, yet may benefit from State agency services after they graduate;
  - c. Identified as disabled under Section 504 of the Rehabilitation Act (i.e. have a disability, but do not require special education services); and/or
  - d. Applicants for, or recipients of, services from ADES/RSA.
- 7.1.2 The Rehabilitation Act of 1973, as amended, established an Order of Selection to prioritize ADES/RSA services for individuals when funding is insufficient to serve all who are eligible. The criteria used to establish this order of selection are the number and degree of functional limitations to employment caused by one or more disabling conditions, in combination with the number of vocational rehabilitation (VR) services needed to address these limitations, and the amount of time necessary for completion of service. The Order of Selection may impact client

eligibility under this agreement. ADES/RSA will notify both parties in writing thirty (30) days prior to implementing any changes to the Order of Selection.

- 7.2 Service Coordination: Parties to this agreement will coordinate and collaborate in providing transition services to students with disabilities. Service coordination and collaboration may include but are not limited to:
- 7.2.1 Outreach, identification, and referral of students with disabilities. Local ADES/DDD and ADES/RSA offices will work with local PEAs toward the development of protocols for reaching out to students with disabilities who may need transition services and informing students and their parents (or legal guardians) about available services and resources.
- 7.2.2 Consultation, technical assistance and training, including:
1. Guidance to each party's own personnel involved in the provision of transition services at the State and local level to students with disabilities transitioning from school to work or other post-school activities;
  2. Coordination and collaboration of training to enhance the knowledge, skills and abilities of the personnel involved in the provision of transition services and to increase awareness of resources and informal and formal supports which will ultimately improve the quality of service delivery;
  3. Networking opportunities that are essential in establishing, building and enhancing interagency relationships and partnerships, as well as linkages to the educational and social service systems that are required to plan and provide transition services; and
  4. Encouragement of each party's personnel at local levels to collaboratively develop protocols on how the parties will consult and provide technical assistance to each other and to students and their families in their respective areas of expertise necessary for planning for the transition of students with disabilities.
- 7.2.3 Joint service planning
1. Each party has a different service planning process. However, each party will coordinate and collaborate at the points where the three processes intersect.
  2. All parties agree to exchange all pertinent student records relevant for eligibility determination, needs assessment, planning of services, and service implementation, with the consent of the custodial parent(s) or the student, if the student has reached the age of majority.
  3. PEAs' Planning Process. In accordance with 34 CFR 300.320, PEAs use an Individualized Education Program (IEP) for students with disabilities who are eligible for special education under the IDEA to prepare them for transition from school to work or other post-school activities and their role in society, including work as follows:
    - a. The first IEP shall be in effect not later than when the student turns sixteen (16), and may be written and implemented earlier if determined appropriate by the IEP Team, and must be updated annually thereafter.
    - b. The IEP shall include:
      - i. Appropriate, measurable postsecondary goals based upon age-appropriate transition assessments related to training/education, employment, and where appropriate, independent living skills; and
      - ii. The transition services (including courses of study) needed to assist the student in reaching those goals.
    - c. PEAs invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services (e.g., ADES/RSA, ADES/DDD, etc.) with the consent of the custodial parent(s) or a student that has reached the age of majority.
  4. ADES/RSA Planning Process. ADES/RSA uses an Individualized Plan for Employment (IPE) planning process to determine the student's employment goal, intermediate objectives for reaching that goal, and services to be provided. ADES/RSA requires that the student's IPE be in place as early as possible during the transition planning process but, at the latest, by the time each student determined to be eligible for vocational rehabilitation services leaves the school setting or, if ADES/RSA is operating under an Order of Selection limitation, before each eligible student able to be served under the Order leaves the school setting.

5. ADES/DDD Planning Process. ADES/DDD uses an interdisciplinary team that includes the consumer to develop an Individual Support Plan (ISP) that identifies the needed services and supports to enable the individual to achieve his/her desired goals, including transition services related to the development of vocational interests and skills and any ongoing supports they are eligible for once employment has been achieved.
6. All parties agree that their respective plan for each student with a disability should be coordinated in terms of goals, objectives and services identified.
7. Personnel of each local agency should develop protocols to address the following: contact personnel at the local office level; inviting participation by other agencies in individual planning meetings; circumstances under which verbal or written input is sufficient or when actual attendance is expected; planning for specific joint outreach activities within the school; and other activities intended to enhance joint planning on behalf of individual consumers with disabilities.

#### 7.2.4 Goals

1. All parties have authority for the provision of transition services through Federal and/or State statutes. In order to accomplish the purposes of this agreement, all parties agree that they will support, within each party's authority, the attainment of the following mutual goals at the State and local levels:
2. Identifying each party's roles and responsibilities, including provisions for financial responsibilities for the purpose of efficient and effective utilization of agencies' resources, minimizing duplication, and delineating a basis for continuous effective working relationships.
3. Providing the guidance and ongoing training necessary for service coordination to personnel of local PEAs, ADES/RSA and ADES/DDD involved in the provision of transition services.
4. Developing and implementing procedures for:
  - a. identification of, and outreach to, students with disabilities as early as possible during the transition planning process;
  - b. consultation, technical assistance and training among local PEAs, ADES/RSA and ADES/DDD personnel; and
  - c. joint planning necessary for preparing students for transition as part of an Individualized Education Program (IEP), Individualized Plan for Employment (IPE) or Individual Support Plan (ISP).
5. Encouraging and supporting coordination, cooperation and collaboration among local PEAs, ADES/RSA and ADES/DDD personnel throughout Arizona within the context of their responsibilities.

#### 7.3 Responsibilities/Service Provision

##### 7.3.1 ADES and ADE agree as follows:

1. ADE shall encourage local PEAs to:
2. Refer students with disabilities to ADES/RSA and/or ADES/DDD programs early enough to determine eligibility and develop effective transition services;
3. Educate students and their families about potentially available resources in the community including ADES/RSA and ADES/DDD.

##### 7.3.2 PEAs provide the following services for students with disabilities eligible for a free appropriate public education through the development/implementation of an IEP:

1. Special education for students with disabilities (SWDs): specially designed instruction to meet the unique needs of a student with a disability and to ensure access of the student to the general curriculum;
2. Related services: transportation and developmental, corrective and other supportive services as are required to assist a student with a disability to benefit from special education;
3. Supplemental aids and services: aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings;

4. Program modifications or supports for school personnel which are designed to enable the student:
  - a. to advance toward attaining the annual goals and
  - b. to be involved in and make progress in the general education curriculum.
5. Transition services may be special education, if provided as specially designed instruction, or a related service, if required to assist a student with a disability to benefit from special education. "Transition services" mean a coordinated set of activities and course of study for a student with a disability that is:
  - a. designed to be an integral part of a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the Student's transition from school to post-school activities as identified in measurable postsecondary goals. Measurable postsecondary goals must be documented in the areas of education/ training, employment and, when appropriate, independent living. This could include post-secondary education (including supported employment), continuing and adult education, adult services, independent living, or community participation;
  - b. based on age-appropriate transition assessment(s) that collect data based on the individual's strengths, needs, preferences, and interests, as related to the demands of current or future working, educational, living, personal and social environments, and includes:
    - i. Instruction;
    - ii. Related Services;
    - iii. Community experiences;
    - iv. The development of employment and other post-school adult living objectives; and
    - v. If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

#### 7.3.3 ADES/RSA will provide the following services:

1. Ongoing outreach activities to inform students with disabilities and their families about the VR program and to facilitate students' access to VR services through:
  - a. Sharing brochures, flyers, or informational letters to students and their parents to explain: the VR program's missions; the role the VR program plays in the transition process and IEP development; procedures for referral, application, eligibility requirements and the potential scope of services that may be available.
  - b. Scheduling individual informational meetings with students and their parents/legal guardians at school or VR offices;
  - c. Scheduling group orientation and intake sessions at the school;
  - d. Conducting presentations of the VR program and services to school staff;
  - e. Working closely with ADES/DDD to ensure referrals are coordinated between the programs.
2. Eligibility determination for the VR program and the student's VR service needs.
3. Development of an Individualized Plan for Employment (IPE) for each student to assist the student in selecting a vocational goal consistent with his/her strengths, interests, and abilities and identifying specific VR services needed for the achievement of the desired employment outcome. These services may include:
  - a. Vocational counseling and guidance;
  - b. Assessments needed for IPE planning;
  - c. Specific job preparation through vocational/educational training programs;
  - d. Job development and placement;
  - e. Supported employment services (if successful employment is contingent on the availability of ongoing extended employment supports, a source for providing such supports must be identified at the time the IPE is developed);
  - f. Vocational support services; and
  - g. Assistive technology.
4. Participation in the IEP Team meetings as needed.

7.3.4 ADES/DDD will provide the following services:

1. Information and guidance through the local ADES/DDD offices as early as possible to consumers and families/guardians about employment services and other supports available to them by:
  - a. Discussing employment outcomes during regular service planning;
  - b. Attending IEP meetings to jointly plan transition activities;
  - c. Encouraging eligible consumers to participate in vocationally-oriented services during summers and/or after school;
  - d. Ensuring all Division support coordinators participate in training and remain knowledgeable about the range of vocationally-oriented services and supports, including employment, provided by the Division so as to share the information with their consumers and families/guardians;
  - e. Ensuring referrals are made to the VR program as defined by joint VR/ADES/DDD policy and procedures; and
  - f. Participating in local joint trainings, technical assistance and presentations.
2. Additional services to maximize independent living, employment, and community participation for eligible individuals who need support. These services may include:
  - a. Attendant care
  - b. Day treatment and training
  - c. Employment services and supports
  - d. Habilitation
  - e. Nursing services
  - f. Residential services
  - g. Therapies
  - h. Transportation
  - i. Adaptive aids
  - j. Case management
  - k. Respite

7.3.5 The authority and responsibility of each party to manage its own staff, program resources, and service provision will not be abridged by any statement contained in this agreement.

1. Each party is financially responsible for the services it provides under its statutory authority, policies and rules.
2. Nothing in this agreement relieves any party of the responsibility to provide or pay for any transition service that the agency would otherwise provide to a student with disabilities who meets the eligibility criteria of that agency.
3. If a participating agency, meaning a State or local agency other than the educational agencies responsible for the student's education, that is financially and legally responsible for providing transition services to the student, fails to provide the transition services described in the student's Individualized Education Plan (IEP), the education agency will reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.
4. Nothing in this agreement mandates or implies the exchange of any services or anything else of monetary value between the parties.

**8.0 DISPUTE RESOLUTION**

- 8.1 The parties to this agreement also agree that personnel from the local PEA, ADES/RSA and ADES/DDD offices should attempt to resolve disputes among each other (e.g. about responsibilities, costs, goal/service selection, etc.) when planning programs and services.
- 8.2 The PEA Special Education Director, ADES/RSA Deputy Administrator and ADES/DDD District Program Manager are the first level of appeal for resolving disputes relative to this IGA that cannot be resolved at the VR Counselor, PEA or ADES/DDD support coordinator level. A Work Group comprised of these individuals or their designees will review and make recommendations to the Problem Solving Group (8.4) regarding disputes not solved at the local level.

- 8.3 This agreement should be used as a tool for resolving conflicts. It is not intended, however, that PEA, ADES/RSA or ADES/DDD staff use this agreement to impose decisions or control the decision-making process of the other.
- 8.4 A "Problem Solving Group" will be created to review issues having statewide impact. This group will be comprised of the ADE Director of Special Projects (or designee), ADES/RSA Administrator (or designee) and the ADES/DDD Assistant Director (or designee).
- 8.5 Other individuals, at the request of any one of the above persons, may participate with this group. The group will meet as necessary and may address the following:
- a. Review and evaluate statewide compliance with the terms of this agreement;
  - b. Develop recommendations for the resolution of operational issues;
  - c. Develop training plans and resolve training issues;
  - d. Recommend solutions to issues that were not able to be solved at the regional/local level; and
  - e. Make recommendations regarding continuing or amending the agreement once a year.

**9.0 REPORTING REQUIREMENTS.** None.

**10.0 PAYMENT REQUIREMENTS.** None.

**11.0 NOTICES**

- 11.1 All notices to ADE regarding this agreement will be sent to the following addresses as appropriate:

Deputy Associate Superintendent of Exceptional Student Services  
1535 West Jefferson Street, Bin # 24  
Phoenix, AZ 85007  
Phone Number: (602) 364-4008

- 11.2 All notices to ADES regarding this agreement will be sent to the following addresses:

11.2.1 ADES/RSA Deputy Program Administrator  
PO BOX 6123, Site Code 930A, Phoenix, Arizona 85005  
Phone Number: (602) 542-3332

11.2.2 ADES/DDD Director of Program Services  
1789 West Jefferson Street, Phoenix, AZ 85007  
Phone Number: (602) 542-6857

**12.0 OTHER MATTERS.** None.

**13.0 APPLICABLE LAW**

- 13.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

**14.0 ARBITRATION**

- 14.1 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.

**15.0 AUDIT**

- 15.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

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

- 16.1 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:
  - 16.1.1 Reduce payments or units authorized;
  - 16.1.2 Accept a decrease in price offered by the contractor;
  - 16.1.3 Cancel the Agreement; and/or
  - 16.1.4 Cancel the Agreement and re-write the requirements.
  - 16.1.5 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.

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

- 17.1 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
- 17.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**18.0 CONFLICT OF INTEREST**

- 18.1 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.

**19.0 DATA SHARING AGREEMENT**

- 19.1 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.

**20.0 IT 508 COMPLIANCE**

- 20.1 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.

**21.0 NON-AVAILABILITY OF FUNDS**

- 21.1 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 ADES at the end of the period for which funds are available. No liability shall accrue to the State in the event his 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.

**22.0 NON-DISCRIMINATION**

22.1 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.

**23.0 RIGHT OF OFFSET**

23.1 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.

**24.0 THIRD- PARTY ANTITRUST VIOLATIONS**

24.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

**25.0 ATTACHMENTS.** None.

**26.0 EXHIBITS.** None.