

ASSOCIATE SUPERINTENDENT APPROVAL PW for ML

STATE BOARD MEETING DATE 4/28/14

SUBJECT: ISA with the Governor's Office for Children, Youth, and Families: ASPIRE Project

SUBMITTED BY: Alissa Trollinger *AT* *CB*

MANAGEMENT TEAM REVIEW: _____

BACKGROUND INFORMATION:

The ASPIRE Project (ISA 14-27-ED) is comprised of a consortium of six western states representing diverse communities (Arizona, Colorado, Montana, North Dakota, South Dakota, and Utah), led by the Utah State Office of Rehabilitation. It is designed to implement an experimental design project over the next five years. The consortium will recruit and enroll 2,000 youth with mild to severe disabilities, ages 14 to 16, who receive Supplemental Security Income (SSI) and their families to participate. One-half of the youth (1,000) will receive a variety of interventions to improve their educational and employment outcomes.

The scope of work for ADE/ESS under this ISA includes: recruitment and enrollment of eligible youth; provision of ASPIRE interventions; coordination of family-centered assessment of needs and planning for youth and families; tracking of participation data; and participation in workgroups and committees with other consortium members.

The ASPIRE agreement became effective on April 1, 2014 and shall remain in effect until September 30, 2014. At the end of this initial term (and annually thereafter), if federal funding is continued and performance objectives are maintained and/or achieved, the ISA shall remain in effect and amendments will be issued to extend the agreement. Funding for years 1 - 2 is assured. However, funding for years 3 - 5 is dependent upon reaching the enrollment target for the consortium (2,000), which must be met by October 1, 2015. The Governor's Office for Children, Youth, and Families will fund ADE \$1,222,327.63 in year 1 and budgeted funding is increased slightly for each year of the project to support activities included in the ADE scope of work.

BOARD ACTION REQUESTED: [] INFORMATION [X] ACTION/DESCRIBED

BELOW: Request that the Board approve Interagency Services Agreement ISA 14-27-ED between the Governor's Office for Children, Youth, and Families and the Arizona Department of Education regarding the scope of work for the ASPIRE Project.

ATTACHMENTS: YES [X] NO []

ISA Review Coordination Memo

ISA No. 14-27-ED

Index Number : TBD

Receiving
Price: \$1,222,327.63

Procurement Officer: Saretha Jones

Date Sent To Program for Approval: 4/3/14

Program Solicitation Review/Approval

Please review the attached document. If it is acceptable, please indicate APPROVE. If you have questions /concerns about any section of the document, indicate CONCERNS. In either case, your comments will be appreciated. After you have completed your review, please forward the package, along with your comments, to the next level of review.

End User/Initiator APPROVE CONCERNS []

Comments: _____

NAME (Signature) [Signature] TITLE DIR. OF SPEC. PROJ. DATE 4/4/14

Program Director APPROVE CONCERNS []

Comments: _____

NAME (Signature) [Signature] TITLE DIR. OF SPEC. PROJ. DATE 4/4/14

Deputy Associate Superintendent APPROVE CONCERNS []

Comments: _____

NAME (Signature) Cyndi Bolewski TITLE Acting Deputy Associate Superintendent DATE 4-4-14

Associate Superintendent APPROVE CONCERNS []

Comments: _____

NAME (Signature) [Signature] TITLE _____ DATE 4/7/14

When reviews are complete, please return the package, along with any comments and suggested changes, to the Procurement Officer listed above.

NOTE: The procurement officer will work with the program/division representatives as necessary to ensure that all concerns have been completely resolved and all parties find the contract acceptable.

ISA Review Coordination Memo (Cont'd)

ISA No. 14-27-ED

I hereby certify that this contract has been completely reviewed and accepted by the appropriate program/division representatives.

Procurement Officer: Saretha Jones

Chief Financial Officer: ACCEPT [] CONCERNS []

Name (Signature) _____ Date _____

Comments: _____

Chief Procurement Officer: ACCEPT [] CONCERNS []

Name (Signature) _____ Date _____

Comments: _____

**INTERAGENCY SERVICE AGREEMENT
AGREEMENT NO. ISA-ASPIRE-GR-040114-01**

Between the

GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES

And the

ARIZONA DEPARTMENT OF EDUCATION

WHEREAS, the State of Utah, Utah Department of Education received the *Promoting the Readiness of Minors in Supplemental Security Income* ("PROMISE") Grant Program from the U.S. Department of Education, Office of Special Education & Rehabilitative Services, Office of Special Education Programs (42 U.S.C. § 1382; Pub. L. No. 112-74), Award No. H418P130009, C.F.D.A. No. 84.418P.

WHEREAS, the State of Utah, Utah Department of Education, in its federal grant application, identified as partners to its proposal a consortium of states for the program as Utah, South Dakota, North Dakota, Montana, Colorado, and Arizona to promote the PROMISE initiative with a grant program entitled *Achieving Success by Promoting Readiness for Education and Employment* ("ASPIRE"), with the State of Utah serving as the lead agency.

WHEREAS, the State of Utah, Utah Department of Education entered into a contract with the State of Arizona, the Governor's Office for Children, Youth and Families, authorized by the Utah Division of Purchasing as a pre-approved sole source authorization pursuant to the PROMISE federal grant, in accordance with Utah State Procurement Code, 63G-6, Utah Code Annotated, 1953, as amended, the Utah State Procurement Rules (Utah Administrative Code Section R33), and related Utah statutes that permit the State of Utah to purchase certain specified services and other approved purchases for the State of Utah.

WHEREAS, A.R.S. § 41-101.01 et seq. authorizes the State of Arizona, the Governor's Office for Children, Youth and Families ("Grantor") to execute and administer grants and charges it with the responsibility of administering funds and programs pursuant to the PROMISE and ASPIRE grant initiatives.

WHEREAS, A.R.S. § 15-203(B)(1) authorizes the Arizona Department of Education ("Grantee") to execute and administer contracts.

WHEREAS, A.R.S. § 35-148(A) authorizes Interagency Service Agreements between budget units to provide reimbursement for services performed, or for the advancement of funds for services to be performed, and authorizes the funds to be credited to the appropriate account for the budget unit performing the services.

THEREFORE, it is agreed that the Grantor shall provide funding to the Grantee for services under the terms of this Interagency Service Agreement ("Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the Grantee's role in the ASPIRE grant program.

The Grantee agrees to comply with all applicable Federal and State statutes, regulations, policies, guidelines, and requirements, including administrative requirements, while utilizing this funding. The Grantor will provide the financial, programmatic, and administrative guidelines and statutory program purposes for the ASPIRE program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the course of administering these grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The term of the Agreement shall commence April 1, 2014, and shall remain in effect until September 30, 2014, contingent upon final Federal funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The Grantor agrees that, regardless of its termination date with the Grantee, the Grantee may use the funds distributed under this Agreement to pay for any unpaid services secured pursuant to this Agreement and obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

III. DESCRIPTION OF SERVICES

The Grantee shall:

- A. Provide oversight, monitoring and reporting for the Case Management component of the Arizona component of the *ASPIRE* project.
- B. Coordinate all activities related to Case Management of the *ASPIRE* project including, but not limited to, budgeting, subcontracting, holding meetings, providing trainings, conducting family and individual interventions, engaging in outreach, facilitating overall program case management, and encouraging/supporting project formative and external evaluation.
- C. Complete activities in accordance with Attachment A, Scope of Work; and Attachment B, Budget, incorporated into this Agreement by reference.

IV. REPORTING REQUIREMENTS

FINANCIAL: The Grantee shall be paid on a cost-reimbursement basis. The Grantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Grantee may request reimbursement on either a monthly or quarterly basis for those items submitted and approved in the budget inclusively. The Grantee shall submit a final reimbursement request no more than thirty (30) days after the Agreement ends for expenses incurred prior to the date of Agreement termination. All expenses must be incurred and paid prior to the final reimbursement request. Requests for reimbursement received later than thirty (30) days after the Agreement termination will not be paid. If chosen to engage in an Agreement, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Grantor.

The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Agreement.

PROGRAMMATIC: The Grantee shall submit quarterly narrative reports for all services and program evaluation findings rendered utilizing funds provided in this Agreement. The deadlines for submitting reports regarding activities, numbers, challenges/barriers, and successes are:

- April 30, 2014
- July 31, 2014
- October 31, 2014

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this Agreement, unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

All reports shall be submitted to the contact person designated in Section XXI, Notices.

V. MANNER OF FINANCING

The Grantor shall:

- A. Provide up to \$1,222,327.63 to the Grantee, as authorized by the U.S. Department of Education, Office of Special Education Programs, and the Utah State Office of Education, Utah State Office of Rehabilitation (“USOR”), administered by the Grantor for costs associated with the activities listed in Section III; Attachment A, Scope of Work; and Attachment B, Budget, incorporated by reference.
- B. Make payment to the Grantee on a reimbursement basis only, and condition payment upon receipt of applicable, accurate, and complete reimbursement documents submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.
- C. Submit reimbursement requests on an all-inclusive basis. The Grantor will not reimburse any item other than the all-inclusive funding contained on the attached budget form.
- D. Expend payment made by the Grantor to the Grantee from the *PROMISE* and *ASPIRE* Grant initiatives under C.F.D.A. No. 84.418P.

VI. DEFINITION

“*ASPIRE*” means a project funded by the U.S. Department of Education to USOR, PR/Award No. H418P130009, C.F.D.A. No. 84.418P, known as “*PROMISE*”. *ASPIRE* contains the following state agencies: USOR; GOCYF; Colorado Department of Human Services, Division of Vocational Rehabilitation; Montana Department of Public Health and Human Services, Disability Employment and Transitions; North Dakota Center for Persons with Disabilities; and the South Dakota Department of Human Services, Division of Rehabilitation Services.

VII. MUTUAL AGREEMENT PROVISIONS

- A. Proposed documents that relate to the implementation of *ASPIRE* are subject to USOR and *ASPIRE* Management Team’s review and approval prior to dissemination. USOR retains full authority and responsibility to approve all materials and publications (including electronic publications) developed and published under this Agreement.
- B. All parties will notify one another of all scheduled training sessions and provide opportunities for participation, in order to ensure consistency.
- C. The use or disclosure of any information concerning a client for any purpose not directly connected to the administration of USOR’s or GOCYF’s responsibilities with respect to services provided under this agreement is prohibited, except in cases in which the youth participant and/or his or her responsible parent or guardian provides written consent to the disclosure of such information.
- D. All client information will be managed according to the confidentiality and security standards of the Family Educational Rights and Privacy Act (FERPA-<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>); the Health Insurance Portability and Accountability Act of 1996 (HIPAA – <http://www.hhs.gov/ocr/privacy/index.html>); and the standards of the Social Security Administration.

VIII. COPYRIGHT

There will be considerable collaboration among the state agencies participating in the *ASPIRE* project. The participating agencies agree that, after work products are finalized, they are not to be altered. In addition, each participating state agency will have a right to non-commercial use of any product or deliverable resulting from this project. The participating state agencies agree that any such work products and/or deliverables will be available for public domain usage, provided that such shared or public information will contain no personally identifiable information or data of any kind, and will be disclosed in a manner consistent with federal law.

IX. LAWS AND REGULATIONS

The Grantee and any and all supplies, services, equipment, and construction furnished under this Agreement will comply fully with all applicable Federal, and state, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

X. PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION

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.

XI. SUSPENSION/DEBARMENT

The Grantee certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement) by any governmental department or agency in the United States, including any federal, state, or local agency. If the Grantee cannot certify this statement, attach a written explanation for review by the Grantor. The Grantee must notify the Grantor within thirty (30) days if suspended or debarred by any governmental entity during the Agreement period.

XII. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion, to decide whether or not to extend this Agreement. If the Grantor chooses to extend the Agreement, the parties must execute either a written amendment or a new agreement. Consideration for renewal will also be based on results of program and fiscal monitoring.

XIII. NOTIFICATION REGARDING CHANGES

The Grantee shall notify the Grantor in writing thirty (30) calendar days in advance of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement amendment issued by the Grantor.

XIV. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles, and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied -- it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XV. DUNS/CCR

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the

fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

XVI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Pub. L. No. 110-252 § 6202(a), 122 Stat. 2323, the Grantee is required to provide certain information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XVII. APPLICABLE LAW

In accordance with A.R.S. § 41-2501 et seq, and Arizona Administrative Code R2-7-101 et seq, Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

XVIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the Grantor 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 Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the Grantor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XIX. AUDIT

In accordance with A.R.S. § 35-214, the Grantee 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 completion of the Agreement. All records shall be subject to inspection and audit by the Grantor at reasonable times. Upon request, the Grantee shall produce the original of any or all such records.

XX. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, the Grantor may, within three (3) 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 Grantor, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

XXI. NON-DISCRIMINATION

The parties to this Agreement 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.

XXII. E-VERIFY

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Administrative Code Section A.R.S. § 23-214, Subsection A.

XXIII. ARBITRATION AND ATTORNEYS' FEES

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

XXIV. NOTICES

The Grantee shall address all notices relative to this Agreement to:

Bob Shogren
Director, Governor's Commission on Service and Volunteerism
Governor's Office for Children, Youth and Families
1700 West Washington, Suite 230
Phoenix, Arizona 85007

The Grantor shall address all notices relative to this Agreement to:

Alissa Trollinger
Director of Special Projects, Exceptional Student Services
Arizona Department of Education
1535 W. Jefferson Street, Bin #24
Phoenix, Arizona 85007

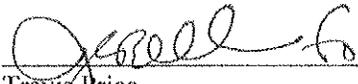
IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

**FOR AND ON BEHALF OF THE
ARIZONA DEPARTMENT OF
EDUCATION**

**FOR AND ON BEHALF OF THE
GOVERNOR'S OFFICE FOR CHILDREN,
YOUTH AND FAMILIES**

~~Angela Denning~~ ~~Date~~
~~Deputy Associate Superintendent of~~
~~Exceptional Student Services~~

 4/2/14
Tammy B. Paz Combs Date
Acting Director

 4/2/14
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

**Arizona Governor's Office of Children, Youth and Families (GOCYF)
and the
Arizona Department of Education (ADE)**

DEFINITION:

Achieving Success by Promoting Readiness for Education and Employment (ASPIRE) means a project funded by the U.S. Department of Education to the USOR , PR/Award # H418P130009 CFDA # 84.418P), known as Promoting the Readiness of Minors in Supplemental Security Income (PROMISE).

ADE ASPIRE RESPONSIBILITIES:

- A. Recruit and enroll 1050 youth ages 14-16 receiving Supplemental Security Income (SSI) and their families to the ASPIRE project by September 1, 2015.
 1. Provide ASPIRE research team with all available data regarding location, demographics benefit participation and other data.
 2. Utilize protocols and scripts created by the ASPIRE research team.
- B. Provide ASPIRE interventions to 525 youth and families enrolled in the treatment group, providing a minimum of one intervention to be delivered within 30 days of enrollment, or prior to 17th birthday, whichever comes first, and utilizing the ASPIRE agreed upon common content. Interventions include:
 1. case management
 2. benefits analysis and planning
 3. paid employment prior to leaving school
 4. parent education and training
 5. youth self-determination training
 6. family financial education, stability and skill building
- C. Coordinate family centered assessment of needs of youth and family, and develop family centered plan for interventions for the youth and the family.
- D. Track youth and their families' participation in all interventions in ASPIRE Management Information System (MIS) or assigned alternative until MIS system is in place.
- E. Record data as determined and directed by PROMISE national evaluator and ASPIRE evaluation team, as agreed to within one month of initial ASPIRE biennial meeting.
- F. Provide data according to timelines requested by evaluators, including but not limited to employment, Unemployment Insurance (UI), Temporary Assistance to Needy Families (TANF), Medicaid, Supplemental Nutrition Assistance Program (SNAP), educational attendance and graduation, post-secondary participation.
- G. Assign personnel to participate in ASPIRE Leadership Working Committees.
- H. Verify that all ADE ASPIRE staff accessing personally identifiable information will submit to background checks, and may be subject to security and suitability

clearance by the Social Security Administration, or other security review, as directed by the Department of Education.

- I. Ensure all ADE ASPIRE staff participate in required ASPIRE trainings, including biennial face to face meetings, trainings scheduled with ASPIRE project staff and other agreed upon trainings.
- J. As needed, provide the GOCYF with information, text and other data to enable creation of the Arizona portion of the ASPIRE website; and
- K. Provide the GOCYF assistance in development of research and evaluation of the efforts of ASPIRE, to include:
 1. Assist the ASPIRE Management Team to design appropriate evaluation methods and measures;
 2. Identify necessary data sources to conduct statistical analysis of education, employment and health care outcomes for youth and their families;
 3. Collaborate with other agencies, partners, organizations and states, at the consortium and national level to accurately perform evaluations and data analysis.

AUTHORITY

The Federal funds provided under this agreement are from the following Federal program and award:

CFDA number: 84.418P
Award name: Promoting the Readiness of Minors in Supplemental Security
Income (PROMISE)
PR/Award number: H418P130009
Name of Federal agency: Department of Education
Pass-through agency: State of Utah, Arizona Governor's Office for Children,
Youth and Families

ASPIRE

Achieving Success by Promoting Readiness through Education and Employment
Arizona, Colorado, Montana, North Dakota, South Dakota and Utah

Case Management -- Arizona
Draft Budget - Year One of Five (11/27/2013)

Personnel			
Case Management Supervisor	1 FTE x \$63,000		\$ 63,000.00
Case Manager/Benefits Specialists	9 FTE x \$53,500		\$ 481,500.00
Enrollment Specialists	2 FTE x \$53,500		\$ 107,000.00
Administrative Assistant	1 FTE x \$30,000		\$ 30,000.00
		Subtotal	\$ 681,500.00
ERE (at 37.5%)	37.5% x \$681,500		\$ 255,562.50
		Personnel Subtotal	\$ 937,062.50
Operational			
Toll Free Phone Line	\$150 x 12 months		\$ 1,800.00
Work Station Furnishings	12 FTE x \$1,000 (desk and chairs)		\$ 12,000.00
Phones, Computers, printers	12 FTE x \$2,000 + 6 printers x \$1,500		\$ 33,000.00
Printing, Copying, Postage	print/copy \$1,500 x 12 months + postage \$100 x 12 months		\$ 19,200.00
Supplies	\$50 x 12 months x 12 FTE		\$ 7,200.00
Accommodations	Materials, translation, interpreters		\$ 5,000.00
Office Space	12 FTE x \$3,000		\$ 36,000.00
		Operational Subtotal	\$ 114,200.00
Travel			
Out of State (Hub Meetings)	12 FTE x \$990 (air, hotel, per diem)		\$ 11,880.00
In State	75 trips x 250 miles/trip x \$0.445/mile + \$17 per diem x 75 trips		\$ 9,618.75
		Travel Subtotal	\$ 21,498.75
Other			
Participant Travel Stipends			\$ 24,000.00
		Other Subtotal	\$ 24,000.00
Indirect			
Utah Rate (13.4% of Personnel Costs)	\$937,062.50 x 13.4%		\$ 125,566.38
		Indirect Subtotal	\$ 125,566.38
TOTAL YEAR ONE			\$ 1,222,327.63

CFDA number:	84.419P
Award name:	Promoting the Readiness of Minors In Supplemental Security income (PROMISE)
Name of Federal agency:	Department of Education
Pass-through agency:	State of Utah, Utah State Office of Rehabilitation