

ASSOCIATE SUPERINTENDENT APPROVAL

RJP for ML

STATE BOARD MEETING DATE March 24, 2014

SUBJECT: ISA with ADES (AZ Department of Economic Security)

SUBMITTED BY: Alissa Trollinger *AT*

MANAGEMENT TEAM REVIEW:

BACKGROUND INFORMATION:

The Arizona Career Information System (AzCIS) prepares students for success in educational and career planning and eventually, into the workplace. Quality and current information and assessment tools can help students learn about themselves and also assist in transition planning during individualized education program (IEP) or Education and Career Action Plan (ECAP) development.

The purpose of this agreement is for ADES/Rehabilitation Services Administration/Vocational Rehabilitation (ADES/RSA/VR) to purchase an annual subscription to the AzCIS from ADE. ADE will provide User Identification and password information and will also provide quarterly usage reports to ADES/RSA/VR.

The ISA became effective on July 1, 2014 and shall end on June 30, 2019. ADES/RSA/VR will pay \$10,000 annually to ADE.

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

BELOW: Request that the Board approve Interagency Services Agreement ISA14-23-ED between the Arizona Department of Economic Services and the Arizona Department of Education regarding the purchase of an annual subscription to the Arizona Career Information System from the ADE.

ATTACHMENTS: YES [X] NO []

ISA Review Coordination Memo

ISA No. 14-23-ED

Index Number : _____

Price: \$10,000.00

Procurement Officer: Saretha Jones

Date Sent To Program for Approval: 1/30/14

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 2/26/14

Program Director APPROVE CONCERNS

Comments: _____

NAME (Signature) [Signature] TITLE DIR. OF SPEC. PROJ. DATE 2/26/14

Deputy Associate Superintendent APPROVE CONCERNS

Comments: _____

NAME (Signature) [Signature] TITLE DAS BSS DATE 2/26/14

Associate Superintendent APPROVE CONCERNS

Comments: _____

NAME (Signature) [Signature] TITLE Associate Superintendent DATE 2/27/14

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. 14-23-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: _____



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERAGENCY SERVICE AGREEMENT (ISA)

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

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF EDUCATION

Procurement Officer Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ADES Contract Number

Contract Number

Contract #

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 Interagency Service Agreement (ISA) is between ADES and the ADE.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall begin on July 1, 2014 and shall end on June 30, 2019, 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.

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:

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 The purpose of this Agreement is to purchase annual subscription to the Arizona Career Information System planning tool also known as AzCIS from ADE. The subscription period is from July 1, through June 30

6.2 Authority. Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds. The Rehabilitation Services Administration is authorized to provide this service under 34 CFR 361.48 Scope of Vocational Rehabilitation Services for Individual with Disabilities and A.R.S. § 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration).

7.0 SERVICE DESCRIPTION

7.1 Taxonomy. Professional Specialty: A service that allows for the provision of services not otherwise identified separately in the Arizona Dictionary and Taxonomy of Human Services that requires special expertise, knowledge or credentials in a given area.

7.2 AzCIS provides career assessment and exploration tools, in depth and current information on educational programs, Arizona schools, civilian and military occupations and comprehensive financial information. This planning tool will be used by RSA Counselors to assist RSA clients in exploring and selecting career paths and educational programs.

8.0 RESPONSIBILITIES

8.1 The Contractor shall provide a User Identification and password to be used by RSA.

8.2 ADES will subscribe to AzCIS planning tool annually.

9.0 REPORTING REQUIREMENTS

9.1 The Contractor shall provide to ADES the following reports, including:

9.1.1 A Quarterly Usage Report no later than the 15th calendar day after the end of a calendar quarter.

9.1.2 An invoice submitted annually for an annual subscription as described in Section 10.

9.2 Reports and invoices shall be sent to:

Arizona Department of Economic Security

ATTN: RSA Policy Unit Manager

PO BOX 6123; Site Code 930A

Phoenix, AZ 85005-6123

10.0 PAYMENT REQUIREMENTS

10.1 For the reimbursement of services performed, the parties agree upon the following process:

10.1.1 RSA will pay ten thousand (\$10,000) annually to the Contractor within thirty (30) days upon receipt of an accurately completed Contractor's invoice. If the invoice is improperly submitted or contains an error, RSA staff will notify the Contractor in writing within thirty (30) days following receipt of the invoice.

10.1.2 The Contractor's invoice shall be on official letterhead and shall state the period for which the invoice is made, the Contract ID number, and shall include the signature of a staff member authorized to sign invoices for the Contractor and date of signature, name, title, phone number and address of the Contractor's designated person to be notified in the event of a defective invoice.

11.0 NOTICES

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

Arizona Department of Education

ATTN: State School Guidance Counselors Supervisor

1535 West Jefferson Street, BIN # 42

Phoenix, Arizona 85004

11.2 All notices to RSA regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security

ATTN: RSA Policy Unit Manager

PO BOX 6123; Site Code 930A

Phoenix, AZ 85005-6123

12.0 OTHER MATTERS

12.1 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, 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. 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 ADES at the end of the period for which funds are available
- 17.2 No liability shall accrue to ADES in the event this provision is exercised, and 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 ADES 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. 41-3531 and 3532 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 ADES 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.

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 ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ADES, or damages assessed by ADES 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 ADES 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.

25.1 None

26.0 EXHIBITS.

26.1 None